

March 19, 2025

Colorado Division of Reclamation and Mining Safety  
Mr. Joel Renfro  
1313 Sherman Street, Room 215  
Denver, CO 80203

**RE: Technical Revision – Adequacy Review 1 Response – Glacier Rock Mine (Permit M-1994-096), Larimer County, Colorado**

Dear Renfro:

Please see responses to your comments below in **Bold**.

1. *Since Civil Resources, LLC is not recognized as a party authorized to make changes to the Glacier Rock permit, the Division will require an affidavit letter from the Glacier Rock company designating Civil Resources as a party authorized to represent the permit. Ideally, this affidavit should be printed on Glacier Rock company letterhead and signed by the permittee.*

**See the attached letter from the Glacier Rock Company and signed by Roger Hageman.**

2. *The permit number listed in the application is “M-1996-096”. The Division has the Glacier Rock site filed under permit number “M-1994-096”. For the Division to maintain accurate records, please update all future documents to DRMS to include the accurate permit number.*

**Noted, the Exhibits have been updated to reflect the correct permit number.**

3. *The application refers to several attached documents, but the Division was unable to find those attachments. The only attachment we have is the Exhibit C Mining Plan Map sent as supplemental to the application. Please provide the following documents:*

*a) Exhibit D Mining Plan*

*b) Exhibit F Reclamation Plan Map*

*c) Lease Agreement with Castle Rock Construction of Colorado, LLC* We appreciate your review. Should you have any questions, please contact us.

**The documents listed above have been attached and submitted with this letter. Exhibit D has been recreated from the originally approved document obtained from the DRMS Laserfische site. The only change to the Exhibit was changing the language in Section (b) to clarify that the pit will be mined at near vertical side slopes and reclaimed at 3H:1V side slopes. Section (d) of Exhibit D has also been updated to reflect the changes made during Technical Revision 1 in February of 2020 which increased the maximum disturbance area from 10 acres to 20 acres.**

Sincerely,  
CIVIL RESOURCES, LLC.



Kyle S. Regan, P.G.

Cc: Roger Hageman

*Attachments:*

*Exhibit C – Mine Plan Map*

*Exhibit D – Mine Plan*

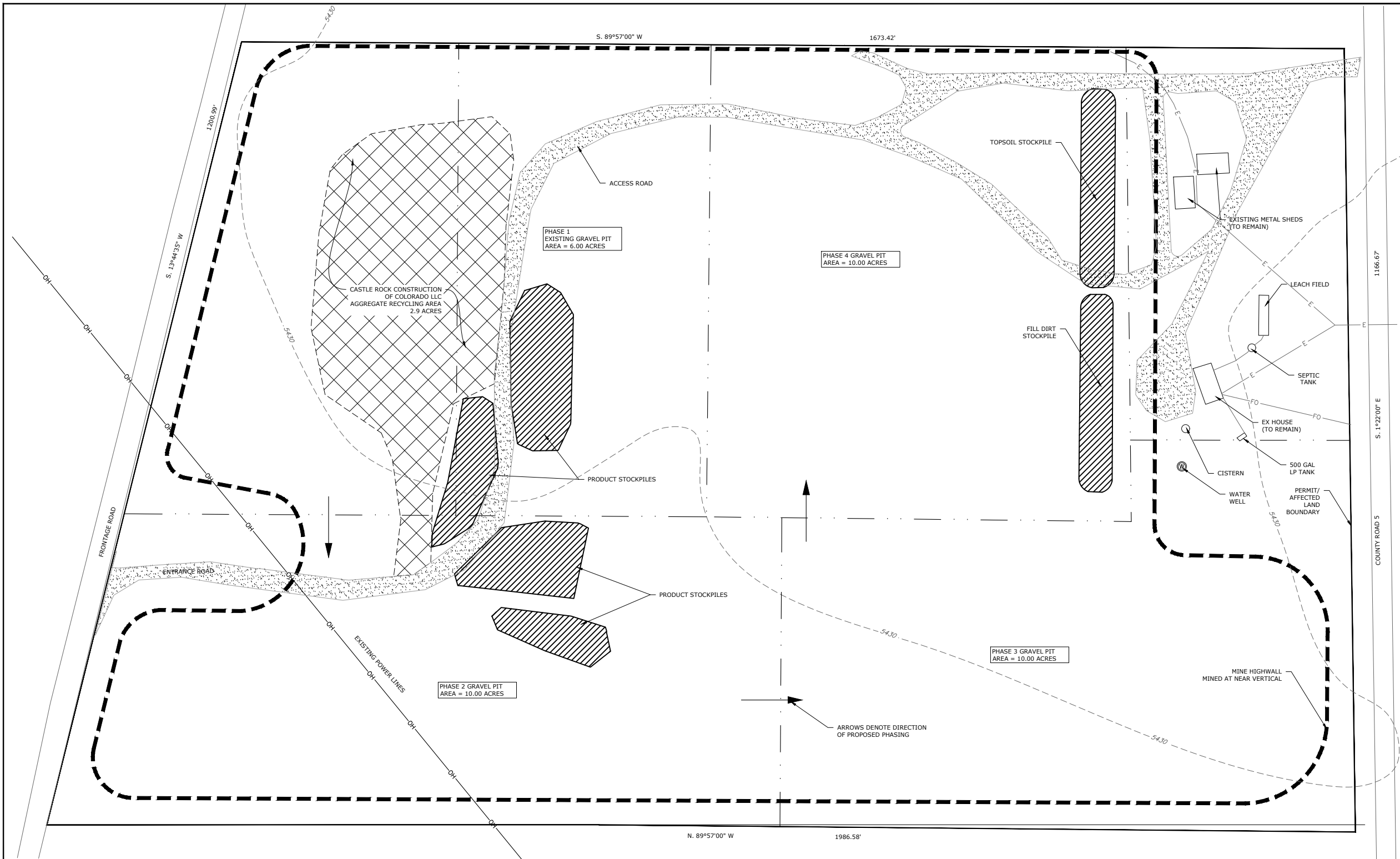
*Exhibit F – Reclamation Plan Map*

*Castle Rock Construction Executed Lease*

*Authorized Agent Letter*

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J:\Hageman\Drawings\MP TRACE.dwg, MINE PLAN, 3/19/2025 2:32:50 PM

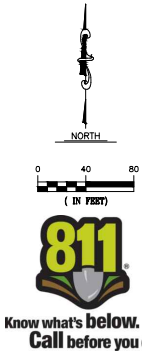


LEGEND:

- PERMIT BOUNDARY
- AFFECTED LAND BOUNDARY/MINE LIMIT
- PROPOSED MINE LIMIT
- EXISTING CONTOUR
- EXISTING GAS LINE
- EXISTING ELECTRIC LINE
- ROAD
- DIRT ACCESS ROAD
- EX BUILDING
- STOCKPILES

NOTES:

THIS MAP WAS DEVELOPED USING THE EXISTING 2004 LANDMARK ENGINEERING LTD. MAP AND SATELLITE IMAGERY. NO ADDITIONAL SURVEYING WAS PERFORMED.



**CIVIL RESOURCES**  
8308 COLORADO BOULEVARD  
SUITE 200  
FIRESTONE, CO 80504  
303.833.1416  
WWW.CIVILRESOURCES.COM

**GLACIER ROCK COMPANY**  
1809 COUNTY ROAD 5  
FORT COLLINS, CO 80524  
CONTACT: ROGER HAGEMAN

**GLACIER ROCK GRAVEL COMPANY**  
M-1994-096  
LARIMER COUNTY, COLORADO

REVISIONS		
NO.	DESCRIPTION	DATE

DESIGNED BY: KSR	DATE: 3/19/2025
DRAWN BY: KSR	SCALE: AS NOTED
CHECKED BY: ARR	AS NOTED
JOB NO.: 390.001.01	
DWG NAME: MP TRACE.DWG	

**MINE PLAN  
MAP**

SHEET:  
**EXHIBIT C**

## EXHIBIT D – MINING PLAN

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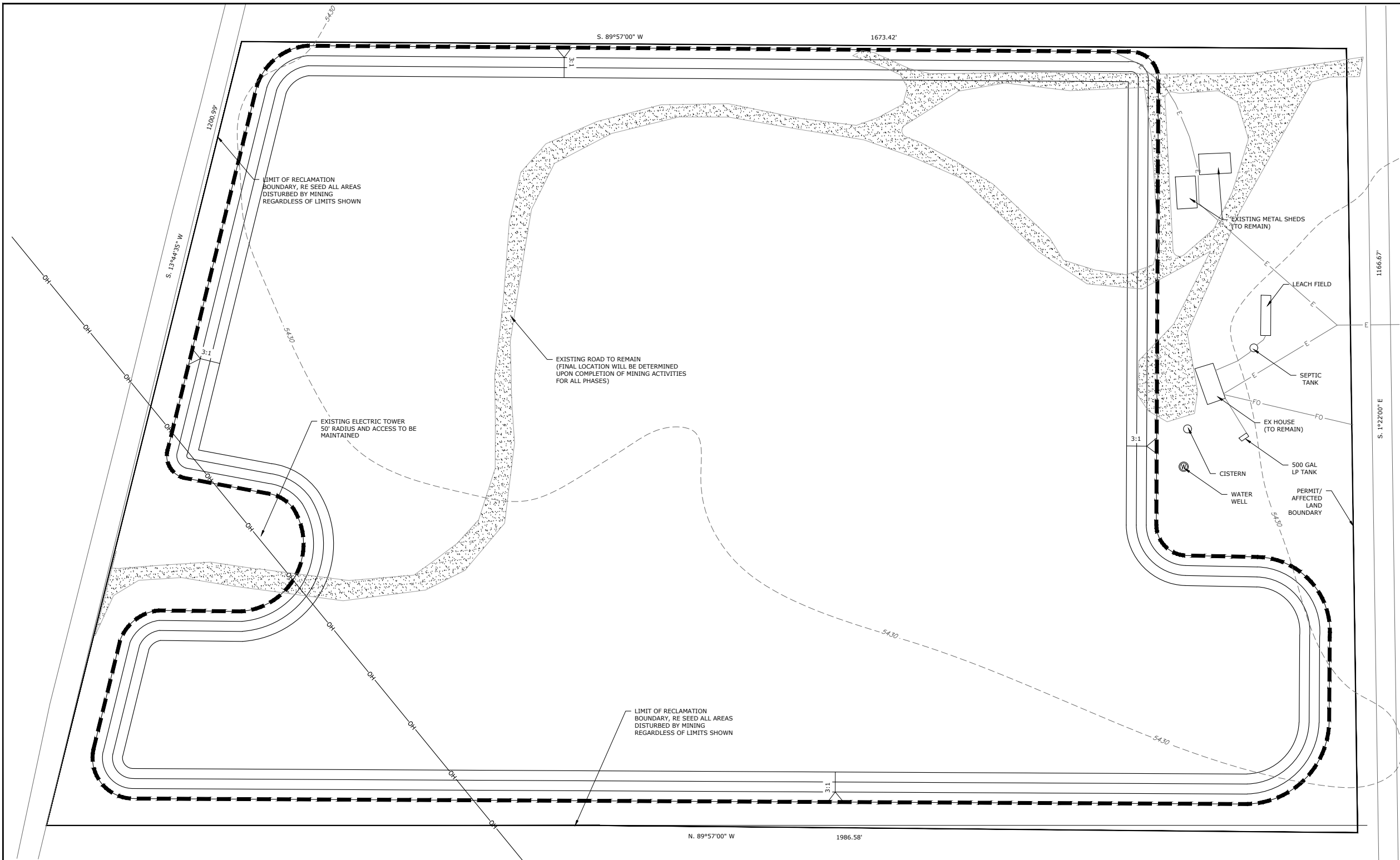
The Glacier Rock Gravel Mine is proposing to excavate approximately 49 acres of land located north of Wellington. Please see Exhibit A for a Vicinity Map showing the location of the mining operation. An existing 12.98 acres of land has already been mined or is in the process of being mined. The next phase of mining is scheduled to commence upon approval of the 112 Permit. The 49 acres of land can be separated into 6 different areas.

- Previously mined pit : 6.98 acres
- Existing gravel pit: 6 acres
- Phase 1: 10 acres
- Phase 2: 10 acres
- Phase 3: 10 acres
- Existing family residence and out buildings : 4.39 acres
- Residual land remaining: 1.12 acres

- (a) Mining for the next phase of work will commence upon approval of this permit application. Work for each phase of work is estimated to last 10 years for each phase.
- (b) The pit will be mined at near vertical mine slopes. Standard earthmoving equipment will be utilized for grading and contouring of the mine slopes. Reclaimed side slopes are proposed to be a maximum 3H:1V gradient.
- (c) It is not anticipated that there will be and water encountered during the mining process. Therefore no water diversions or impoundments are proposed for this project.
- (d) Each mining phase will be 10 acres in size. Multiple phases may be worked at any one time with a maximum disturbance of 20 acres.
- (e) (i) Mining for each phase is proposed to last approximately 10 years. It is anticipated that reclamation work will commence upon the completion of each phase of work. Therefore, when one phase is completed, it will be reclaimed before starting the next phase of work.  
  
(ii) Please refer to (Exhibit D), Mining Plan, for the size of specific mining phases.  
  
(iii) The sequence of the mine phasing is denoted on the mining plan with directional arrows. Please refer to (Exhibit D), Mining Plan, which shows the sequence for each phase of the mining operation.
- (f) (i) The nature of the deposit to be mined includes primarily gravel for road base. The thickness of the deposit is approximately 18 feet deep. The overburden to be removed is approximately 2 feet thick and is proposed to be stockpiled in the area outlined on the Mining Map (Exhibit C)  
  
(ii) Please refer to (Exhibit I) for specific soils information.
- (g) The primary material to be excavated from this mine is gravel, Class 5, and pipe bedding material. The secondary material will be dirt and fill dirt.

- (h) The intended use of mined material is for road base, pipe bedding and fill dirt.
- (i) No explosives are proposed for the mining or reclamation phases of this operation.

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LEGEND:

- PERMIT BOUNDARY
- MINE LIMIT
- PROPOSED CONTOUR (5' INTERVALS)
- EXISTING CONTOUR
- EXISTING GAS LINE
- EXISTING ELECTRIC LINE
- ROAD
- DIRT ACCESS ROAD
- EX BUILDING

NOTES:

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JOB NO.: 390.001.01	
DWG NAME: MP TRACE.DWG	

RECLAMATION PLAN  
MAP

SHEET:

EXHIBIT F

## LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease") is made and entered into by and between **CASTLE ROCK CONSTRUCTION COMPANY OF COLORADO LLC, 6374 S. Racine, Centennial, Colorado, 80111 ("Lessee")** and **Glacier Rock Company, 12691 NE Frontage Road Wellington, CO 80549, (970) 566-1918 ("Lessor")**

Lessor owns property located in Section 3 of Range 68W and Township 9N of which the Lessee would operate in 4 acres in that section to be determined later. This property is favorable for a Construction Recycling Yard (property is set forth on Exhibit A attached hereto) for use by the Lessee in construction of a CDOT Project on Interstate 25.

NOW, THEREFORE, it is mutually agreed that

1. **Aggregate Recycling Yard.** For consideration described in paragraph two, the Lessors will permit Lessee and the Related Parties (defined below) to enter upon this property for the purposes of operating an Aggregate Recycling Yard operation thereon, together with transporting materials to and from the property in connection with said operations. All costs of such Operations shall be borne solely by Lessee. Upon termination of this Lease for any reason, Lessee at its sole cost and expense shall cause the Property to be restored to substantially the condition it was in prior to the Operations. In addition, Lessee shall be responsible for and shall indemnify Lessor from and against any claims, demands or other liability related to the Aggregate Recycling Yard Operations or Lessee's or the Related Parties' actions or inactions with respect to real property which is adjacent or nearby the Property (the "Adjacent Property"). This includes without limitation damage to roadways, utilities, infrastructure or other improvements as a result of or related to these Operations.

Lessee understands that:

- (a) Topsoil is to be stripped (approximately 6 inches depth), salvaged and re-spread over the disturbed area; the Property shall be seeded by the Lessor back into rangeland.
- (b) All equipment will be operated by Lessee and the Related Parties and only in areas on the Property acceptable to the Lessor.
- (c) Lessor is to be contacted to inspect the Property to ensure that it has been restored to an acceptable condition prior to removal of Lessee's equipment at the termination of this Lease. If the property has not been restored to satisfactory condition Lessee will be obligated to fully restore it prior to being released from their lease. If the property is not fully restored 12 months after demobilization the Lessor may restore the property at the cost of the Lessee.
- (d) The Lessee is aware of, and will abide by, the articles of this Lease Agreement.

1. **Compensation.** For use of the land as described herein, the Lessee agrees to pay the Lessors a lump sum of \$13,500. Half of the total sum will be paid within 30 days of occupancy, anticipated in December 2023. The second half of the total sum will be paid by April 1<sup>st</sup>, 2024. The term of this Lease shall commence upon occupancy of the property and last a duration of 18 months.

Lessee agrees to sell crushed material to the Lessor for an agreed to reduced price. This offer will be available for 30 days following the beginning of crushing operations. If the Lessor has not committed to a quantity of material for purchase by this time, then the Lessee will be free to sell the material to other buyers. The agreed to reduced price will be honored on all material purchased by the Lessor.

Lessor agrees to sell over burden material (fill dirt) for the agreed upon price of \$4 per cubic yard. The anticipated quantity in 3,200 CY. Pay quantities will be determined based off drone survey data performed by CRCC before and after haul of material.

2. **Work.** It is understood and agreed that all work will be done upon the Property without expense to the Lessors. All work performed by the Lessee, its independent contractors, employees, agents or others in any way related to the Property or this Lease (collectively, the "Related Parties") shall be performed in a good and workmanlike manner and otherwise pursuant to the terms hereof.
3. **Environmental/Hazardous Substances.** Other than as is directly related to the Aggregate Recycling Operations and in compliance with all applicable Environmental Laws (defined below), Lessee shall not dispose of or otherwise introduce any Hazardous Substances on or to the Property or any real property in the vicinity of the Property. In connection with its conducting the Aggregate Recycling Operations on the Property or otherwise with respect to this Lease, Lessee acknowledges, understands and covenants to Lessors that (i) none of the Property will be in direct or indirect violation of any local, state or federal law, rule or regulation pertaining to environmental regulation, contamination or clean-up (collectively, "Environmental Laws"), and (ii) none of the Property will be subject to any private or governmental lien or judicial or administrative notice or action relating to hazardous and/or toxic substances, wastes, materials, pollutants or contaminants (including, without limitation, asbestos and raw materials which include hazardous constituents) and any other substances or materials which are included under or regulated by Environmental Laws (collectively, "Hazardous Substances").
4. **Permits/ Approvals.** In connection with its Aggregate Recycling Operations or any other action or inaction which Lessee takes with respect or related to the Property, Lessee shall be in strict compliance with all applicable local, state and federal laws. Lessee shall be solely responsible for obtaining all required licenses, and approvals required for the Aggregate Recycling Operations. Lessors agrees to use reasonable efforts to cooperate with Lessee's efforts, including execution of any required applications, requests or other matters; provided, however, it is expressly understood and agreed that Lessor shall not be required to expend any out-of-pocket costs or expenses in connection with such cooperation.



5. **Insurance.** At any time while this Lease is in effect, Lessee shall obtain and maintain in full force and effect, at its own expense: (i) a policy of insurance written by one or more responsible insurance carrier(s) which will include Lessor as an additional insured, insuring against liability for injury to persons and/or property and death of any person or persons occurring in, on or about Property arising from Lessee's conduct. and (ii) all employee's compensation insurance required under applicable Worker's Compensation Acts. Before commencing any work on the Property, Lessee shall furnish Lessors with certificates of insurance issued by the appropriate insurance carrier(s) demonstrating compliance with the terms of this paragraph.
6. **Indemnity Regarding Lessee's Activities.** Lessee shall indemnify, defend and hold harmless Lessors from and against all claims, causes of action, liability, damages, costs, and expenses (including reasonable attorneys' fees and costs), arising from any work or conduct engaged in by Lessee or the Related Parties in any way related to this Lease, the Operations and any other actions or inactions by Lessee or the Related Parties in any way related to the Property.
7. **Binding on Successors.** Lessee shall have no right to assign any of its rights under this Lease without the written consent of Lessors to be granted or withheld in Lessor's sole discretion. Subject to the foregoing, the terms and conditions herein contained shall be binding upon and inure to the benefit of the successors and assignees of the parties hereto.

IN WITNESS WHEREOF, the parties hereto sign and agree to the above terms of this LEASE AGREEMENT, signed and agreed to on this day of **1/9/2024**

**LESSEE:**  
**CASTLE ROCK CONST. CO of**  
**COLO LLC**

**LESSOR:**  
**Glacier Rock Company**

BY

TITLE

EIN.#

BY

TITLE

EIN.#

General Supt

Roger Hageman  
Member

46-4215637



March 19, 2025

Colorado Division of Reclamation and Mining Safety  
Mr Joel Renfro  
1313 Sherman Street, Room 215  
Denver, CO 80203

RE: Authorized Agent – Glacier Rock Mine (Permit M-1996-096), Larimer County, Colorado

Dear Ms. Renfro:

The Glacier Rock Company authorizes Civil Resources, LLC to act on their behalf concerning the Glacier Rock Mine (Permit M-1994-096) with the Division of Reclamation Mining and Safety.

Sincerely,  
Roger Hageman  
Glacier Rock Company

*Roger Hageman, - Member*

Cc: Kyle Regan – Civil Resources, LLC