



BURNCO Colorado LLC
10100 Dallas Street
Henderson, CO
80640

Phone: 970 356 7523
burnco.com

RECEIVED

March 21, 2025

MAR 24 2025

Ms. Nikie Gagnon
Division of Reclamation, Mining, and Safety
1313 Sherman Street, Room 215
Denver, Colorado 80203

Colorado Division of Reclamation,
Mining and Safety

RE: Nissen Permit M2003-001 – AM01 Adequacy Review-1 Response

Dear Ms. Gagnon:

This letter is BURNCO's response to the preliminary adequacy review-1 dated December 6, 2024, for the Nissen Mine Amendment AM01. The italicized items are the DRMS comment, and the bold text are the BURNCO responses:

1. As required by Rule 1.6.2(d) and 1.6.5(2), please submit proof of publication in a newspaper of general circulation in the locality of the proposed mining operation. Proof of publication may consist of either a copy of the last newspaper publication, to include the date published, or a notarized statement from the paper.

BURNCO: See Attachment 1 for proof of publication.

2. As required by Rule 1.6.2 (e), please submit Proof of Notice to all Owners of Record of the surface and mineral rights of the affected land and the Owners of Record of all land surface within 200 feet of the boundary of affected land. Proof of Notice may be by submitting return receipts of a Certified mailing or by proof of personal service.

BURNCO: See Attachment 2 for the mineral owner letter, mineral owner list, and the mailing receipts. See Attachment 3 for Proof of Notice to Owners of Record of land surface within 200 feet of the boundary of affected land.

3. The Division received a timely objection letter from Donn and Mary Lee Foster, et.al. Additionally, the Division received an untimely email from Mr. Ben Lobban. The comment letters were sent to BURNCO on December 5, 2024, for your review. Please acknowledge and address the comments noted in the letters and make changes to the application/exhibits as necessary.

BURNCO: The Donn and Mary Lee Foster letter dated November 22, 2024, mentions three issues: noise, dust, and access road to their property along the river. BURNCO makes efforts to minimize noise and dust. These matters are the jurisdiction of the Weld County and Colorado Department of Public Health and Environment, respectively. Regarding the access road, the Fosters have two properties adjacent to

the mine, a house on 12 acres south of the mine and an additional 35 acres of vacant land along the South Platte River north of the mine. They have direct access to their house from County Road 58. The issue raised by the Fosters involves access to the vacant land from their house property. We are not aware of the Fosters having legal access to the vacant land through the mine property. We have allowed informal access through the middle of the mine in order to be a good neighbor. They also have the option of using the existing western route if they desire a safer route away from most truck traffic. We are working with the Fosters to provide access to their property via an eastern route that would be more direct for them. This route must be coordinated with three entities (CCWCD, Tricycle Lane, Plumb Ditch). BURNCO intends to continue allowing access through the mine for the Fosters and their children/grandchildren.

Mr. Lobban's letter references four issues: noise, dust, hours of operation, and the county RMX Plant permit for the amendment area. None of these four issues are jurisdictional to DRMS. For awareness, the Weld County Use by Special Review permit #18-0044 did in fact expire October 4, 2023. See **Attachment 4** for the Weld County Board of County Commissioners resolution vacating USR Permit #18-0044 on February 26, 2025.

Rule 3.1.6 Water – General Requirements

4. Per Rule 3.1.6(3) all surface areas of the affected land, including spoil piles, shall be stabilized and protected so as to effectively control erosion. Please describe the practices that will be employed to minimize wind and water erosion on the stockpiles and berms in the proposed processing area and throughout the mine site.

BURNCO: During the initial development of the site, berms will be installed on the south and east sides of the amendment parcel in order to minimize noise and dust impacts on our neighbors. The berm will be covered with 6 inches of growth medium and seeded immediately after placement. Stockpiles will be watered to inhibit dust. Should stockpiles be left for longer than 6 months they will be seeded.

Rule 6.4.4 Exhibit D – Mining Plan

5. Access to the mine site is currently from the Weld County Parkway on the western side of the permit area. The Mining Plan Map depicts a new entrance from County Road 58 in the southwest corner of the amendment area. Per Rule 6.4.4(i) please update Exhibit D and describe any existing or proposed roads that will be used for the mining operation and describe any improvements necessary on existing roads and the specifications to be used in the construction of new roads.

BURNCO: Improved road entrances will require each side to have a 60-foot radius and a minimum 30 feet width. Roads will be graded with a center crown and 2 percent graded to the outside of the road for drainage. The site is underlain by sand and gravel and native soil will be watered and vibratory compacted in-situ once the overburden is removed. The Plumb Ditch crossing is adequate and will not require

any improvement. Improved access points to and from WCR58 will require a Weld County access permit. Much of the existing entrance road and ditch crossing are on the adjacent parcel to the west owned by Mr. Richard Borys. See **Attachment 5** for the access easement agreement with Mr. Borys allowing for truck traffic and road improvements across the eastern edge of his property. See **Attachment 6** for an updated Exhibit D.

6. The Mining Plan states material mined will be transported by conveyor or haul truck to the processing area in the amendment area. This will require crossing an irrigation ditch owned by the Plumb Irrigation Company. Please update the mine plan to describe any necessary improvements to the existing gravel road along the west side of the amendment area and the bridge crossing the ditch.

BURNCO: See **Attachment 6** for Exhibit D that has been updated to address these items. See item #5 above for details. BURNCO has been in discussions with the Plumb Irrigation Company to execute a conveyor crossing agreement which we expect to be completed by March 31, 2025.

7. Based on observations during the inspection, wash water for the processing area is currently recycled through ponds adjacent to the processing area. The application states "the amendment area will become the location of the gravel processing area". Per Rule 6.4.4(c), please describe and depict on the Mine Plan Map all water diversions and/or impoundments that will be constructed to process material in the amendment area.

BURNCO: The recycled wash water will continue to be handled in the existing ponds north of Plumb Ditch. Fresh water will be piped to the wash plant in the new processing area and the wash water containing fines will be piped back to the existing ponds. Water will not be treated in the new sand and gravel processing area. See **Attachment 6** for an updated Exhibit D Mining Plan that includes these details and **Attachment 7** for an updated Exhibit C Mining Map.

Rule 6.4.7 Exhibit G – Water Information

8. The Plumb Ditch flows through the north end of the amendment area. Per Rule 6.4.7(c), please describe how water from the processing operation, or runoff from disturbed areas, piled material and operating surfaces will be managed to protect against pollution of the ditch.

BURNCO: Wash water from the gravel processing plant south of Plumb Ditch will be piped across the ditch in pipes affixed to the conveyor structure and recycled in the existing silt ponds north of the ditch. Berms will be used to limit erosion/sediment and divert water away from the Plumb Ditch. Stormwater runoff will be similar to historic drainage as no impervious structures will be constructed onsite. Point discharges will not occur as the overburden will be removed where stockpiles are laid and allow for more percolation into the sand and gravel material beneath the overburden. A small

berm will be placed at the north end of the upper terrace (Tricycle Lane parcel) to keep water on the upper terrace and impede it from entering the ditch.

Rule 6.4.14 Exhibit N – Source of Legal Right to Enter

9. The applicant provided evidence of a legal right to enter the Tricycle Lane property, however, according to the Weld County assessor data, the road along the west side of the amendment area is located on the adjacent parcel owned by Richard Borys. Per Rule 6.4.14, please submit evidence of right to enter from the adjacent landowner for the road on the west side of the permit area. This may include a copy of a lease, deed, abstract of title, a current tax receipt, or a signed statement by the Landowner and acknowledged by a Notary Public stating that the Operator/Applicant has legal right to enter to conduct mining and reclamation.

BURNCO: See Attachment 5 for the recently executed and recorded access easement agreement to cross the eastern portion of Mr. Borys's property.

Where the affected lands are within two hundred (200) feet of any significant, valuable, and permanent man-made structure, the applicant shall provide a notarized agreement between the applicant and the person(s) having an interest in the structure. Please submit structure agreements for the following structures observed during the inspection:

- a. Weld County Road 58;
- b. fence along the eastern side of the permit area;
- c. natural gas line on the south side of the permit area;
- d. utility lines along CR 58;
- e. concrete irrigation channel along the south side of the permit area;
- f. Plumb Ditch on the north side of the property.

BURNCO: See Attachment 3 for the Proof of Mailing of Structure Agreements to the structure owners within 200 feet of the affected area. Mr. Borys is the only structure owner to return the executed structure agreement, and his agreement is included in Attachment 3. The concrete irrigation channel (e. above) is a private lateral. The Tricycle Lane parcel has been "dried up" and the lateral filled with dirt in order to prevent its use where the lateral enters the Tricycle Lane parcel from the west. The site will not be mined therefore no negative impacts due to mining will occur to structures surrounding the amendment parcel. A 2023 slope stability report showing no negative impacts to surrounding structures has been performed on the original permit boundary and was included in the original application submittal.

10. During the inspection, the Division observed a dirt access road running east/west across the Tricycle Property to an adjacent property east of the proposed amendment area. Additionally, Mr. and Mrs. Foster, the adjacent landowners, submitted a comment regarding this road. Is there an easement or access agreement for this road? Please update the mining and reclamation plan and maps to show the road if it will be preserved and maintained, or if any alignment changes are proposed. If the road is a permanent structure, required to be maintained, please submit a structure agreement.

BURNCO
BURNCO Colorado LLC
10100 Dallas Street
Henderson, CO
80640

Phone: 970 356 7523
burnco.com

BURNCO: This access road is used informally with no legal access to the Fosters in place. The road will be gated or permanently blocked off.

11. Based on recent Google imagery (September 2024), several residences on the south side of CR 58 appear to be within 200 feet of the southern permit boundary. Please submit structure agreements for any residential structures that are within 200 feet of the proposed permit boundary.

BURNCO: Structure agreements have been mailed to the southern residents and are included in **Attachment 3.**

Sincerely,



Joel Bolduc
BURNCO Colorado, LLC
US Land and Resource Manager
Phone: 303-913-6583
Email: joel.bolduc@burnco.com

Attachment 1 – Proof of Publication
Attachment 2 – Proof of Notice to Mineral Owners
Attachment 3 – Structure Agreements
Attachment 4 – Weld County Resolution Vacating USR #18-0044
Attachment 5 – Borys Access Easement Agreement
Attachment 6 – Exhibit D Mining Plan Revised
Attachment 7 – Exhibit C Mining Map Revised



BURNCO Colorado LLC
10100 Dallas Street
Henderson, CO
80640

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burnco.com

Attachment 1

Proof of Publication

PUBLIC NOTICE

BURNCO Colorado LLC is applying for an amendment to their MLRB permit to process sand and gravel and stockpile material on the proposed amended site. The Site is within the southeast ¼ of Section 12, Township 5 North, Range 65 West of the 6th Principal Meridian. The site is generally bounded on the south by WCR 58, on the north and by the existing Nissen Sand and Gravel Mine, and on the east and west by rural residential, fallow fields, and undeveloped parcels. The project is located in Weld County, Colorado. The proposed date of commencement is Winter of 2025, and the proposed date of completion is winter 2030. The proposed future use of the land is rangeland or dryland pasture. Additional information and tentative decision date may be obtained from the Division of Reclamation Mining and Safety, 1313 Sherman Street, Room 215, Denver, Colorado 80203, (303) 866-3567, or at the Clerk to the Board of County commissioners, or the above named applicant. Comments must be in writing and must be received by the Division of Reclamation Mining and Safety by 4:00 p.m. on December 3, 2024 (20th day after the 4th publication) Please contact Joel Boldoc with BURNCO Colorado LLC at (303) 913-6583 if you have any questions or comments regarding this application. Scheduled to be published in the Greeley Tribune on October 23, October 30, and November 6 and 13, 2024. Published: Greeley Tribune October 23, 30, November 6, 13, 2024-2081435

Prairie Mountain Media, LLC

PUBLISHER'S AFFIDAVIT

County of Weld
State of Colorado

The undersigned, Agent, being first duly sworn under oath, states and affirms as follows:

1. He/she is the legal Advertising Reviewer of Prairie Mountain Media LLC, publisher of the *Greeley Tribune*.
2. The *Greeley Tribune* is a newspaper of general circulation that has been published continuously and without interruption for at least fifty-two weeks in Weld County and meets the legal requisites for a legal newspaper under Colo. Rev. Stat. 24-70-103.
3. The notice that is attached hereto is a true copy, published in the *Greeley Tribune* in Weld County on the following date(s):

Oct 23, 30 and Nov 6, 13, 2024


Signature

Subscribed and sworn to me before me this
13th day of November 2024


Notary Public

(SEAL)

SHAYLA NAJERA
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20174031965
MY COMMISSION EXPIRES July 31, 2025

Account: 1113084
Ad Number: 2081435
Fee: \$190.40



BURNCO Colorado LLC
10100 Dallas Street
Henderson, CO
80640

Phone: 970 356 7523
burnco.com

Attachment 2

Proof of Notice to Mineral Owners

9589 0710 5270 0383 7226 40

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2/19/25

Extra Services & Fees (check box, add fee as appropriate)

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☐ Return Receipt (electronic) \$ 2.62

☐ Certified Mail Restricted Delivery \$

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Postage

\$ 0.69

Total Postage and Fees

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Postmark
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Kerr-McGee Oil + Gas Onshore LP

Street and Apt. No., or PO Box No.

1099 18th St Suite 700

City, State, ZIP+4®

Denver CO 80202

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

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☐ Certified Mail Restricted Delivery \$

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Postage

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Total Postage and Fees

\$ 8.160

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Extraction Oil + Gas LLC

Street and Apt. No., or PO Box No.

555 17th St Suite 3700

City, State, ZIP+4®

Denver CO 80202

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

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Postage

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POC Energy

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1099 18th St Suite 1500

City, State, ZIP+4®

Denver CO 80202

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☐ Return Receipt (hardcopy) \$

☐ Return Receipt (electronic) \$ 2.62

☐ Certified Mail Restricted Delivery \$

☐ Adult Signature Required \$

☐ Adult Signature Restricted Delivery \$

Postage

\$ 0.69

Total Postage and Fees

\$ 8.160

Postmark
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Noble Energy Rockies Business

Street and Apt. No., or PO Box No.

2001 16th St Suite 900

City, State, ZIP+4®

Denver CO 80202

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

BURNCO
BURNCO Colorado LLC
10100 Dallas Street
Henderson, CO
80640

Phone: 970 356 7523
burnco.com

February 17, 2025

Extraction Oil & Gas LLC
555 17th Street
Suite 3700
Denver, CO 80202

RE: Mineral Notification – M2003001-AM1

To Whom It May Concern,

BURNCO Colorado LLC is applying for an amendment to their MLRB permit to process sand and gravel and stockpile material on the proposed amended site. The Site is within the southeast $\frac{1}{4}$ of Section 12, Township 5 North, Range 65 West of the 6th Principal Meridian. The site is generally bounded on the south by WCR 58, on the north by the existing Nissen Sand and Gravel Mine, and on the east and west by rural residential, fallow fields, and undeveloped parcels. The project is located in Weld County, Colorado as shown in Exhibit A.

The proposed date of commencement is Summer of 2025, and the proposed date of completion is Winter 2029. The proposed future use of the amendment land is rangeland or dryland pasture.

Additional information and tentative decision date may be obtained from the Division of Reclamation Mining and Safety, 1313 Sherman Street, Room 215, Denver, Colorado 80203, (303) 866-3567, or at the Clerk to the Board of County Commissioners, or the above-named applicant.

Through title research, your name was listed as apparent holders of mineral rights on the aforementioned property.

If you have any questions regarding this matter, please do not hesitate to contact Joel Bolduc with BURNCO Colorado LLC at (303) 913-6583.

Sincerely,

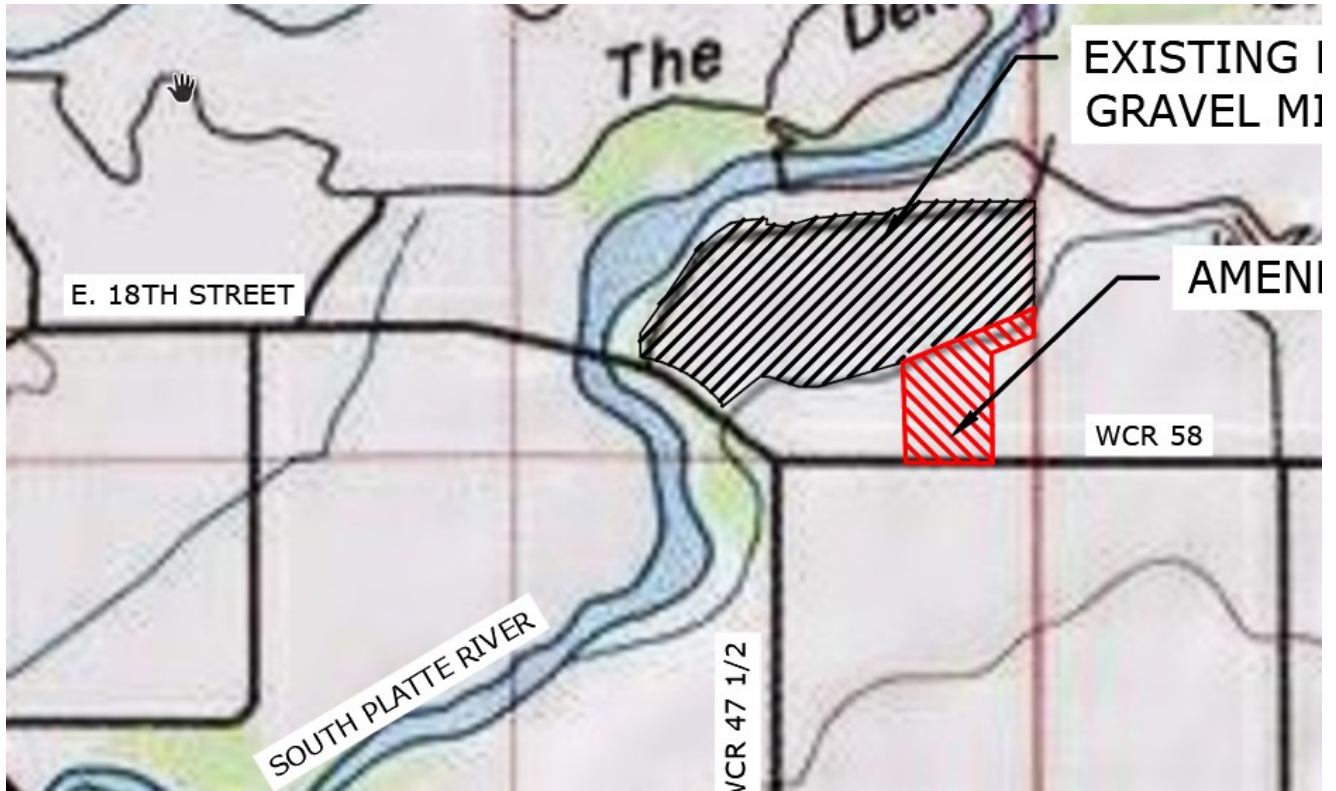


Joel Bolduc
BURNCO Colorado, LLC
US Land and Resource Manager
Phone: 303-913-6583
Email: joel.bolduc@burnco.com

OVER A CENTURY OF QUALITY & SERVICE

EXHIBIT A – INDEX MAP

Please refer to the attached index map.





LAND SERVICES
OIL AND GAS TITLE

P.O. Box 336337
Greeley, CO 80633

Phone (970) 351-0733
Fax (970) 351-0867

LIST OF MINERAL OWNERS AND MINERAL LESSEES for NOTIFICATION

(Water Activity Enterprise of the Groundwater et al., and Tricycle Lane Texas LLC Property)

Subject Property:

Township 5 North, Range 65 West of the 6th P.M., Weld County, CO
Section 12: Parcels 1 & 2 as described in Exhibit A being a part of the S½

Zeren Land Services, an oil and gas title research company, states that to the best of its knowledge the following is a true and accurate list of the names and addresses of the mineral owners and mineral leasehold owners entitled to notice under the Surface Development Notification Act, Colorado Revised Statutes §24-65.5-101, et seq. in the Subject Property based upon the records of the Weld County Assessor and Clerk Recorder as of December 18, 2024 at 7:45 a.m.:

Mineral Owners:

None (entitled to notice)

Mineral Leasehold Owners:

Kerr-McGee Oil & Gas Onshore LP
Attn: Land Manager/Wattenberg
1099 18th Street, Suite 700
Denver, CO 80202


Noble Energy, Inc.
(fka Prima Oil & Gas Company)
Attn: Rockies Business Unit
2001 16th Street, Suite 900
Denver, CO 80202

PDC Energy Inc.
(fka Merit Energy Company)
(fka Petroleum Development Corporation)
1099 18th Street, Suite 1500
Denver, CO 80202

Extraction Oil & Gas LLC
555 17th Street, Suite 3700
Denver, CO 80202

Dated this 30th day of December, 2024.

ZEREN LAND SERVICES



By: Cynthia A. E. Zeren, CPL
Certified Professional Landman #4044

At the request of **Civil Resources, LLC** ("Client"), Zeren Land Services, an independent land consulting firm, has prepared the foregoing list of mineral estate owners entitled to notice under the Surface Development Notification Act, Colorado Revised Statutes §24-65.5-101, et seq.

Zeren Land Services, searched (i) the records of the Weld County Assessor relating to the Subject Property for persons identified therein as mineral estate owners, and (ii) the records of the Weld County Clerk and Recorder relating to the Subject Property for recorded requests for notification in the form specified in the Surface Development Notification Act. The results of these searches are set forth above in this List of Mineral Owners Entitled to Notice. At the date of the search, the records of the Assessor and the Clerk and Recorder were posted through December 18, 2024 at 7:45 A.M.

Zeren Land Services, agreed to prepare this listing for the Client only if the Client agreed that the liability of Zeren Land Services, would be strictly limited to the amount paid by the Client for such services. Zeren Land Services, makes no warranty, express, implied or statutory, in connection with the accuracy, completeness or sufficiency of such listing of mineral estate owners. In the event the listing proves to be inaccurate, incomplete, insufficient or otherwise defective in any way whatsoever or for any reason whatsoever, **the liability of Zeren Land Services, shall never exceed the actual amount paid by Client to Zeren Land Services, for the listing.**

In order to induce Zeren Land Services, to provide such services, **Client further agreed to indemnify and hold Zeren Land Services, its managers, members and employees, harmless from and against all claims by all persons (including, but not limited to Client) of whatever kind or character arising out of the preparation and use of each such listing of mineral estate owners, to the extent that such claims exceed the actual amount paid to Client by Zeren Land Services, for such listing.** Client specifically intends that both the foregoing limitation on liability and foregoing indemnification shall be binding and effective without regard to the cause of the claim, inaccuracy or defect, including, but not limited to, breach of representation, warranty or duty, any theory of tort or of breach of contract, or the fault or negligence of any party (including Zeren Land Services) of any kind or character (regardless of whether the fault or negligence is sole, joint, concurrent, simple or gross). **Client's use of this listing evidences Client's acceptance of, and agreement with, this limitation on liability and the indemnification.**

Date: December 30, 2024

ZEREN LAND SERVICES

By: 
Cynthia A. E. Zeren, as President

Exhibit A

Parcel 1:

A parcel of land being all that part of the SE¼ and part of the E½SW¼ of Section 12, Township 5 North, Range 65 West of the 6th P.M., County of Weld, State of Colorado and being more particularly described as follows:

Beginning at the most Northerly and Westerly corner of Parcel 3 as described within that Warranty Deed as recorded August 29, 1994 in Book 1457 as Reception No. 2404424, said point being on the North line of said SE¼:

- # 1: Thence South 00 degrees 22 minutes 26 seconds West a distance of 1122 feet more or less, (South 00 degrees 23 minutes 01 seconds East 1120.77 feet, measured)
- # 2: Thence South 32 degrees 44 minutes 16 seconds West (South 31 degrees 58 minutes 49 seconds West, measured) a distance of 86.88 feet;
- # 3: Thence South 72 degrees 49 minutes 56 seconds West (South 72 degrees 04 minutes 29 seconds West, measured) a distance of 303.47 feet;
- # 4: Thence South 75 degrees 04 minutes 16 seconds West (South 74 degrees 18 minutes 49 seconds West, measured) a distance of 264.43 feet;
- # 5: Thence South 74 degrees 48 minutes 17 seconds West a distance of 483.19 feet; (South 74 degrees 02 minutes 45 seconds West 483.20 feet, measured);
- # 6: Thence South 74 degrees 23 minutes 12 seconds West a distance of 1.82 feet; (South 74 degrees 02 minutes 45 seconds West 181.81 feet, measured);
- # 7: Thence South 15 degrees 50 minutes 16 seconds West (South 15 degrees 04 minutes 49 seconds West, measured) a distance of 100.74 feet;
- # 8: Thence South 74 degrees 00 minutes 28 seconds West (South 73 degrees 15 minutes 01 seconds West, measured) a distance of 896.22 feet;
- # 9: Thence South 89 degrees 58 minutes 41 seconds West (South 89 degrees 13 minutes 14 seconds West, measured) a distance of 188.96 feet;
- # 10: Thence North 71 degrees 41 minutes 10 seconds West (North 72 degrees 26 minutes 37 seconds West, measured) a distance of 318.71 feet;
- # 11: Thence North 87 degrees 51 minutes 00 seconds West (North 88 degrees 36 minutes 27 seconds West, measured) a distance of 96.01 feet;
- # 12: Thence South 51 degrees 20 minutes 07 seconds West a distance of 559.17 feet (South 50 degrees, 34 minutes, 40 seconds West 558.68 feet, measured) to a point on the Northerly Right-of-Way (ROW) line of Weld County Road #58;

Thence along said Northerly ROW line by the following 5 courses and distances;

- # 13: North 40 degrees 48 minutes 17 seconds West a distance of 28.29 feet (North 41 degrees 26 minutes 50 seconds West 28.57 feet, measured);
- # 14: North 08 degrees 40 minutes 47 seconds West (North 09 degrees 19 minutes 20 seconds West, measured) a distance of 50.77 feet;
- # 15: North 40 degrees 48 minutes 17 seconds West (North 41 degrees 26 minutes 50 seconds West, measured) a distance of 102.17 feet to a Point of Curvature (PC);
- # 16: Along the Arc of a curve which is concave to the Southwest a distance of 624.42 feet, whose radius is 1046.45 feet, whose Delta is 34 degrees 11 minutes 19 seconds, and whose Long Chord bears North 57 degrees 53 minutes 57 seconds West (North 58 degrees 32 minutes 30 second West, measured) a distance of 61520 feet to the Point of Tangency (PT);
- # 17: North 74 degrees 59 minutes 37 seconds West a distance of 192.02 feet (North 75 degrees 38 minutes 10 seconds West, 188.53 feet measured) to a point on the West line of said E½SW¼;
- # 18: Thence North 00 degrees 20 minutes 47 seconds West along said West line a distance of 296.22 feet (North 01 degrees 06 minutes 25 seconds West 295.06 feet, measured);
- # 19: Thence North 26 degrees 55 minutes 54 seconds East (North 26 degrees 10 minutes 16 seconds East, measured) a distance of 159.30 feet;
- # 20: Thence North 40 degrees 10 minutes 44 seconds East (North 39 degrees 25 minutes 06 seconds East, measured) a distance of 249.18 feet;
- # 21: Thence North 35 degrees 36 minutes 23 seconds East (North 34 degrees 50 minutes 45 seconds East, measured) a distance of 686.68 feet;
- # 22: Thence North 49 degrees 53 minutes 03 seconds East (North 49 degrees 07 minutes 25 seconds East, measured) a distance of 236.39 feet;
- # 23: Thence North 66 degrees 57 minutes 02 seconds East (North 66 degrees 11 minutes 24 seconds East, measured) a distance of 196.07 feet;
- # 24: Thence North 79 degrees 49 minutes 43 seconds East (North 79 degrees 04 minutes 05 seconds East, measured) a distance of 222.60 feet;
- # 25: Thence South 88 degrees 06 minutes 26 seconds East a distance of 137.28 feet (South 88 degrees 52 minutes 04 seconds East 133.29 feet, measured) to a point on the West line of said SE¼;
- # 26: Thence South 00 degrees 27 minutes 25 seconds East along said West line a distance of 3.59 feet to the Northwest corner of that parcel of land as described in that Quit Claim Deed as recorded April 18, 1935 in Book 976 at Page 291;

Thence along the Northerly line of the aforesaid parcel of land by the following 4 courses and distances:

- # 27: Thence South 86 degrees 27 minutes 23 seconds East a distance of 175.86 feet;
- # 28: Thence North 71 degrees 23 minutes 37 seconds East a distance of 284.54 feet;
- # 29: Thence North 82 degrees 30 minutes 37 seconds East a distance of 504.68 feet;
- # 30: Thence North 88 degrees 12 minutes 37 seconds East a distance of 214.90 feet to the North line of said SE¼
- # 31: Thence South 88 degrees 51 minutes 53 seconds East a distance of 1269.91 feet to the True Point of Beginning.

•

Parcel 2:

Lot B of Corrected Lot B of 2nd Amended Recorded Exemption No. 0961-12-4-RE 1053, recorded July 11, 2001 as Reception No. 2864757, being a part of the SE¼ of Section 12, Township 5 North, Range 65 West of ~~the~~ 6th P.M., County of Weld, State of Colorado.



BURNCO Colorado LLC
10100 Dallas Street
Henderson, CO
80640

Phone: 970 356 7523
burnco.com

Attachment 3

Structure Agreements

CERTIFICATION

The Applicant, BURNCO COLORADO LLC, by Chris Oestreich, as General Manager Colorado Aggregates does hereby certify that the structures listed above shall be compensated for any damage from the proposed mining operation located on or within 200 feet of the proposed affected area described within Exhibit A, of the Reclamation Permit Application for Nissen Gravel Mine AM-1 (operation name), File Number M-2003-001.

NOTARY FOR PERMIT APPLICANT

ACKNOWLEDGED BY:

Signature Chris Oestreich Printed Name Chris Oestreich

Date 12/2/24 Title General Manager Colorado Aggregates

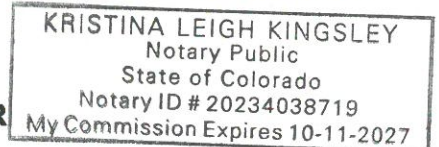
STATE OF Colorado)
COUNTY OF Adams) ss.

The foregoing was acknowledged before me this 2 day of December, 2024, by

Chris Oestreich as General Manager of Burnco Colorado Aggregates

Kristina Leigh Kingsley
Notary Public

My Commission Expires: 10-11-2027



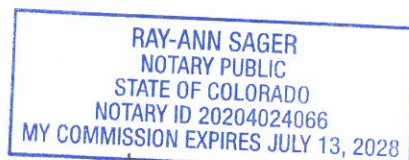
NOTARY FOR STRUCTURE OWNER

ACKNOWLEDGED BY:

Signature Richard M. Borys Printed Name RICHARD M. BORYS

Date 1-2-25 Title LAND OWNER

STATE OF Colorado)
COUNTY OF Weld) ss.



The foregoing was acknowledged before me this 02 day of January, 2025, by

Richard M. Borys as owner of land owner

Ray-Ann Sager
Notary Public

My Commission Expires: July 13 2028



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From: Burnco Colorado LLC
10100 Dallas St
Henderson, CO 80640

To: Trevor Allen
23902 Cty Rd 58
Greeley, CO 80631-9013

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Henderson, CO 80640

To: Richard Borys
23459 Weld Cty Parkwa
Greeley, CO 80631-8930

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23700 Cty Rd 58
Greeley, CO 80631-9744

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From: Burnco Colorado LLC
10100 Dallas St
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To: Central Weld Water Cons. Dist.
3209 W 28th St
Greeley, CO 80634-7554

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Central 10100 Dallas St
Henderson, CO 80640

To: Central Weld City Water Dist.
2235 2nd Ave
Greeley, CO 80631

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10100 Dallas St
Henderson, CO 80640

To: DCP
30210 4th Ave
Greeley, CO 80631

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10100 Dallas St.
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To: DPG Farms
3300 S Parker Rd Ste
Aurora, CO 80014-3521

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Henderson, CO 80640

To: William Dunn
24011 Cty Rd 58
Greeley, CO 80631-9774

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From: Burnco Colorado LLC
10100 Dallas St
Henderson, CO 80640

To: Sam Ellis
23752 Cty Rd 58
Greeley, CO 80631-9774

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10100 Dallas St
Henderson, CO 80640

To: Mary Lee Hardy & Donn Fox
23989 City Rd SE
Greeley, CO 80631-9015

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10100 Dallas St.
Henderson, CO 80640

To: Javier De la Rosa Lira
1820 90th Ave
Greeley, CO 80634-5771

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From: Burnco Colorado LLC
10100 Dallas St.
Henderson, CO 80640

To: Benjamin Lobban
23952 County Rd SE
Greeley, CO 80631-9015

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From: Burnco Colorado LLC
1000 Dallas St
Henderson, CO 80640

To: Lumen
124 W. Magnolia St
Ft Collins, CO 80524

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From: Burnco Colorado LLC
10100 Dallas St
Henderson, CO 80640

To: Noble
1425 Broadway St
Denver, CO 80202

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From: Burnco Colorado LLC
10100 Dallas St
Henderson, CO 80640

To: PDC Energy
1775 N. Sherman St Ste
Denver, CO 80203-4341

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From: Burnco Colorado LLC
10100 Dallas St.
Henderson, CO 80640

To: Plumb Ditch
3209 W 28th St
Greeley, CO 80634-755

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10100 Dallas St
Henderson, CO 80640

To: PVREA
7649 REA Pkwy
Ft Collins, CO 80528

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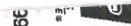
Certificate Of Mail

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From: Burnco Colorado LLC
10100 Dallas St.
Henderson, CO 80640

To: Steve Rosenquist
23982 City Rd 5B
Greeley, CO 80631-9015

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From: Burnco Colorado LLC
10100 Dallas St
Henderson, CO 80640

To: Paul Silberman
23852 City Rd 58
Greeley, CO 80631-9014

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From: BURNCO Colorado LLC
10100 Dallas St.
Henderson, CO 80640

To: Weld County
1150 O St.
Greeley, CO 80631-95

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10100 Dallas St
Henderson, CO 80640

To: Zayo Group
1824 30th St Ste A
Boulder, CO 80301

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BURNCO Colorado LLC
10100 Dallas Street
Henderson, CO
80640

Phone: 970 356 7523
burnco.com

Attachment 4

Weld County Resolution Vacating USR#18-0044

Resolution

Approve Vacation, VAC25-0003, of Use by Special Review Permit, USR18-0044 – Tricycle Lane Texas, LLC, c/o Scott Burns

Whereas, the Board of County Commissioners of Weld County, Colorado, pursuant to Colorado statute and the Weld County Home Rule Charter, is vested with the authority of administering the affairs of Weld County, Colorado, and

Whereas, by Resolution dated October 3, 2018, the Board approved Use by Special Review Permit, USR18-0044, for Mineral Resource Development Facilities including a Concrete Batch Plant, material stockpiles, an office, outdoor truck and employee parking in the A (Agricultural) Zone District for Tricycle Lane Texas, LLC, on the following described real estate, to-wit:

Corrected Lot B of 2nd Amended Recorded Exemption, RE-1053; being part of the SE1/4 of Section 12, Township 5 North, Range 65 West of the 6th P.M., Weld County, Colorado

Whereas, the Board has received a request from the current property owner, Tricycle Lane Texas, LLC, c/o Scott Burns, 5055 11th Street Northeast, Calgary, AB T2E 8N4, Canada, to vacate Use by Special Review Permit, USR18-0044, and

Whereas, the Board of County Commissioners heard all of the testimony and statements of those present, studied the request of the applicant and the recommendations of Department of Planning Services staff, and all of the exhibits and evidence presented in this matter, and having been fully informed, deems it advisable to approve said vacation.

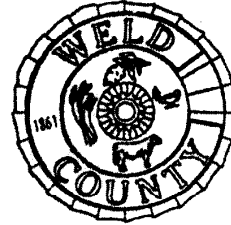
Now, therefore, be it resolved by the Board of County Commissioners of Weld County, Colorado, that Use by Special Review Permit, USR18-0044, be, and hereby is, vacated.



Vacation, VAC25-0003, of Use by Special Review Permit, USR18-0044 – Tricycle Lane
Texas, LLC, c/o Scott Burns
Page 2

The Board of County Commissioners of Weld County, Colorado, approved the above
and foregoing Resolution, on motion duly made and seconded, by the following vote on
the 26th day of February, A.D., 2025:

Perry L. Buck, Chair: Aye
Scott K. James, Pro-Tem: Aye
Jason S. Maxey: Aye
Lynette Peppler: Aye
Kevin D. Ross: Aye

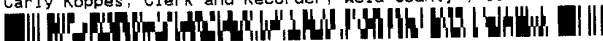


Approved as to Form:

Bruce Barker, County Attorney

Attest:

Esther E. Gesick, Clerk to the Board





**DEPARTMENT OF PLANNING SERVICES
MEMORANDUM**

TO: Weld County Board of County Commissioners CASE: VAC25-0003

FROM: Diana Aungst, Principal Planner

SUBJECT: Vacation of USR18-0044 concrete batch plant and materials processing

HEARING DATE: February 26, 2025

APPLICANT: Tricycle Lane Texas LLC c/o Scott Burns
5055 11th Street NE, Calgary, AB T2E 8N4, Canada

LEGAL DESCRIPTION: Lot B 2nd Amended Corrected Recorded Exemption RE-1053 being a part of the SE4 of Section 12, Township 5 North Range 65 West of the 6th P.M., Weld County Colorado

LOCATION: North of and adjacent to County Road 58; Approximately 2900-feet west of County Road 49.5

PARCEL #: 0961-12-0-00-130

PARCEL SIZE: +/- 34.37 acres ZONE DISTRICT: A (Agricultural)

Summary:

On October 3, 2018, USR18-0044 was approved by the Board of County Commissioners for "Mineral Resource Development Facilities including a concrete batch plant, material stockpiles, an office, outdoor truck and employee parking in the A (Agricultural) Zone District."

On April 17, 2019, USR18-0044 was recorded on under Reception No. 4481999.

On July 10, 2019, Weld County Ordinance No. 2019-02 removed Asphalt and Concrete Batch Plants from Uses by Special Review outside of subdivisions and historic townsites in the A (Agricultural) Zone District.

On April 18, 2022, the Board of County Commissioners approved a one-year extension to October 3, 2023, in order for the owner/operator to have this additional time to commence operations. Section 23-2-290 of the Code states that from the date of approval the applicant shall have three (3) years to commence the construction.

Chapter 23, Article II, Division 4, Section 23-2-290 addresses Termination of Use

- A. Construction or USE pursuant to approval of a Use by Special Review Permit shall be commenced within three (3) years from the date of approval, unless otherwise specified by the Board of County Commissioners when issuing the original Permit, or the Permit shall be vacated. The Director of Planning Services may grant an extension of time, for good cause shown, upon a written request by the landowner.

and

- D. In such cases where the Use by Special Review has terminated but the landowner does not agree to request to vacate the Use by Special Review Permit, a hearing shall be scheduled with the Board of County Commissioners to provide the landowner an

opportunity to request that the Use by Special Review Permit not be vacated, for good cause shown. The landowner shall be notified at least ten (10) days prior to the hearing. If the Board of County Commissioners determines that the Use by Special Review has terminated and no good cause has been shown for continuing the permit, then the termination becomes final and the Use by Special Review Permit is vacated.

On December 3, 2024, a neighbor to this USR contacted the Department of Planning Services to request that the County utilize Section 23-2-290.A. and request the applicant of USR18-0004 to vacate this USR.

On December 10, 2024 the Department of Planning Services, per Section 23-2-290.A., sent a certified letter to the owner, Tricycle Lane Texas, LLC, c/o Scott M. Burns, with a request to complete the vacation request application. After a phone call follow up, the applicant indicated that they would be willing to vacate this USR18-0044 and submitted the application materials to process the vacation.

On February 4, 2025 staff received a letter requesting to vacate Use by Special Review permit USR18-0044.

The Department of Planning Services is recommending approval of this vacation.



BURNCO Colorado LLC
10100 Dallas Street
Henderson, CO
80640

Phone: 970 356 7523
burnco.com

Attachment 5

Borys Access Easement Agreement



After recording, please return to:
BURNCO Colorado LLC
c/o Joel Bolduc
10100 Dallas Ave
Henderson, CO 80640

ACCESS EASEMENT AGREEMENT

THIS ACCESS EASEMENT AGREEMENT (this "Agreement") is dated as of February 13, 2025 ("Effective Date"), by and between RICHARD BORYS, an individual ("Grantor"), and BURNCO COLORADO LLC, a Colorado limited liability company ("Grantee"). Grantor and Grantee may be referred to herein collectively as the "Parties" and individually as a "Party".

RECITALS

A. Grantor is the owner of that certain real property comprising approximately 25.14 acres, more or less, located in Weld County, Colorado (the "County"), having Parcel No. 096112300027, as legally described below ("Grantor's Property").

PT S2 12-5-65 LOT B REC EXEMPT RECX17-0052

B. Tricycle Lane Texas LLC, a Texas limited liability company affiliated with Grantee ("Tricycle"), is the owner of that certain real property adjacent to Grantor's Property, located in the County, having Parcel No. 096112000130, as legally described below ("Tricycle's Property").

PT SE4 12-5-65 CORR LOT B 2ND AMD REC EXEMPT RE-1053

C. Grantee desires an access easement through, in, upon, over and across a strip of land comprising a portion of Grantor's Property located along its easternmost boundary line, as more particularly described and depicted on Exhibit A attached hereto (the "Easement Area"), for the Easement Activity (as defined below).

D. Grantor is willing to grant to Grantee an access easement through, in, upon, over and across the Easement Area, on the terms and conditions set forth in this Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Grant of Easement; Purpose.**

1.1 **Grant of Access Easement.** Grantor hereby grants to Grantee and Grantee's affiliates and its and their employees, contractors, agents, licensees, invitees, successors and assigns (collectively, "Grantee's Permittees"), during the Term (as defined below), a non-exclusive access easement (the "Access Easement") through, in, upon, over and across the Easement Area for (a) the removal and disposal of existing improvements (e.g., fencing), vegetation and debris, if any, within the Easement Area as of the Effective Date, (b) the construction and installation of a gravel or concrete or asphalt roadway and ancillary



improvements on the Easement Area (the “Access Improvements”), (c) the maintenance, repair, replacement and removal of the Access Improvements and the restoration of the Easement Area in accordance with Section 3, and (d) vehicular and pedestrian access, ingress and egress to and from Tricycle’s Property, including, without limitation, by passenger vehicles, trucks, tractors, trailers, machinery and other equipment as reasonably required by Grantee or Grantee’s Permittees for the purposes set forth in clauses (a), (b) and (c) above and for the processing of aggregates and uses ancillary thereto in the ordinary course of Grantee’s business (collectively, the “Easement Activity”). If any fencing within the easement area must be removed, new fencing shall be installed on the edge of the easement in order to keep cattle from escaping during the term of the easement. The Access Easement shall extend above and below the surface of the Access Easement to the extent reasonably necessary to use the Access Easement and exercise the rights provided herein.

1.2 **No Obstructions; Reservation of Rights.** Neither Party shall, at any time during the Term, build, install, construct, plant, locate or relocate any temporary or permanent buildings, structures or landscaping or otherwise take any action that would in any way materially interfere with or limit access, ingress or egress to or within the Easement Area, other than (a) to the extent reasonably required in connection with the initial construction, installation, maintenance, repair, replacement or removal of the Access Improvements or restoration of the Easement Area, or (b) pursuant to the prior written consent of the other Party, such consent not to be unreasonably withheld, conditioned or delayed. Except during the initial construction and installation of the Access Improvements or otherwise in the event of an emergency, if any Party seeks to materially interfere with or limit access, ingress or egress to or within any portion of the Easement Area for any purpose permitted in this Section 1.2, such Party shall: (i) provide not less than five business days’ prior written notice to the other Party; (ii) use commercially reasonable efforts to coordinate with the other Party to minimize such interference or limitation to the extent practicable; and (iii) diligently prosecute all such work to completion. Grantor reserves unto itself and its contractors, agents, licensees, invitees, successors and assigns (collectively, “Grantor’s Permittees”; each of Grantee’s Permittees and Grantor’s Permittees may be independently referred to herein as such Party’s “Permittees”) the right to use the Easement Area on Grantor’s Property for any purpose not inconsistent with the terms and conditions hereof.

2. **Term.** The term of the Access Easement (the “Term”) shall commence on the Effective Date and shall automatically expire on the 10th anniversary of the Effective Date (the “Termination Date”), and may not be terminated earlier except by the written consent of Grantor (or Grantor’s successor-in-interest) and Grantee (or Grantee’s successor-in-interest). The Access Easement shall automatically terminate as of the Termination Date, and no further action will be required by either Party to terminate this Agreement or vacate the Access Easement and the rights conferred hereby following the Termination Date.

3. **Maintenance of Access Improvements.**

3.1 **Maintenance of Access Improvements; Removal.** Subject to the provisions of Section 3.2, Grantee shall undertake maintenance, repairs and replacements of the Access Improvements so as to keep the Access Improvements in good order and condition, as determined by Grantee in its reasonable discretion. On or before the Termination Date, Grantee shall remove the Access Improvements and restore Easement Area substantially to its condition existing prior to the Effective Date, ordinary wear and tear excepted.

3.2 **Damage to Access Easement Area; Reimbursement.** Any damage to the Easement Area (including the Access Improvements) caused by a Party or its Permittees shall be promptly repaired by said Party, at its sole cost and expense, to the reasonable satisfaction of the affected Party. The Parties shall cooperate in good faith to determine the cause and extent of any such damage.

4. **Cooperation.** During the Term, Grantor agrees to timely and fully cooperate with and not object to any effort by Grantee or Grantee’s Permittees in connection with the pursuit of consents, authorizations, variances or waivers, licenses, permits and approvals from any governmental or quasi-governmental entity



applicable to the Tricycle Property or the use thereof for aggregate processing and similar and related ancillary uses.

5. **Indemnification.** Each Party agrees to indemnify, defend and hold harmless the other Party and its Permittees (collectively, the “Indemnified Parties”) from and against all claims, losses, costs, liabilities or expenses (including reasonable attorneys’ fees and cost of suit incurred in connection with all claims) caused by, arising out of or resulting from the exercise of the rights granted hereunder by said Party or its Permittees, except where such claim is caused by the negligence or willful misconduct of any of the Indemnified Parties. This Section 5 shall survive the expiration of the Term.

6. **General Provisions.**

6.1 **Governing Law.** The terms and provisions of this Agreement, and the interpretation and enforcement thereof, shall be governed by the laws of the State of Colorado, to which the Parties hereto consent to venue and jurisdiction.

6.2 **Runs with Land; Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of, and be enforceable by, the Parties and their respective successors, executors and assigns. The Access Easement created by this Agreement shall be a servitude running with Grantor’s Property for the duration of the Term, and shall be a burden and benefit to Grantor and Grantor’s heirs, executors, administrators, and all other successors and assigns with respect to Grantor’s Property. Grantee may assign its rights and obligations under this Agreement to a third-party without the prior consent of Grantee.

6.3 **Recordation.** This Agreement shall be recorded in the Office of the Clerk and Recorder for the County promptly upon execution hereof by each Party. Grantee shall pay all costs relating to the recording of this Agreement.

6.4 **Default.** If any Party breaches any provision of this Agreement and fails to cure such breach within 30 days (or such additional time period as may be reasonably necessary) after written notice from the other Party, the non-breaching Party shall be entitled to any and all remedies, legal or equitable, which may be available including, without limitation, specific performance. All such remedies, including those set forth in this Agreement, shall be cumulative. Notwithstanding anything in this Section 8 to the contrary, no breach of this Agreement shall entitle either Grantor or Grantee to terminate this Agreement.

6.5 **Authority.** Each person executing this Agreement warrants that it is has the full power and authority to execute this Agreement on behalf of the Party on whose behalf it is so executing.

6.6 **Notice.** All notices and authorizations permitted or required to be made under the Agreement (including any notices changing the addresses below) shall be in writing, signed by the Party giving same, and shall be delivered (i) personally, (ii) transmitted by email, (iii) sent by certified or registered mail, return receipt requested, or (iv) by overnight courier, to the other Parties, addressed as follows:

To Grantor:	Richard Borys 23433 Weld County Parkway Greeley, CO 80631 Email: realvalu@frii.com
To Grantee:	BURNCO COLORADO, LLC c/o Joel Bolduc U.S. Land and Resource Manager 10100 Dallas St Henderson, CO 80640 Email: joel.bolduc@burnco.com



Any such notice shall be deemed to be given when (i) personally delivered, (ii) on the date of the notice is sent by email if transmitted on the same date, (iii) on the date of courier pick-up by overnight courier as shown on the air bill, or, (iv) in the case of notice by mail, upon the date deposited in the U.S. mail as shown on the postmark, postage prepaid, certified, return receipt requested. Any such notice shall be deemed received on the date of actual receipt. Any Party may give notice at any time to change the address to which future notices are to be sent by giving notice as hereinabove provided.

6.7 **Entire Agreement; Amendment.** This Agreement, together with the exhibit attached hereto, contains the final and entire agreement between the Parties hereto and supersedes any and all other agreements, whether written or oral, relating to the subject matter hereof. Any subsequent amendment to this Agreement shall be valid only if executed in writing by both of the Parties hereto.

6.8 **Severability.** To the maximum extent possible under applicable law, each provision of this Agreement shall be interpreted in such manner as render each provision valid, effective and enforceable. If any provision of this Agreement or the application of any such provision to any person or circumstance shall be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement.

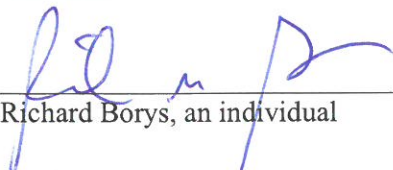
6.9 **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

[Remainder of Page Intentionally Left Blank; Signature Pages to Follow]



IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and delivered as of the Effective Date.

Grantor:



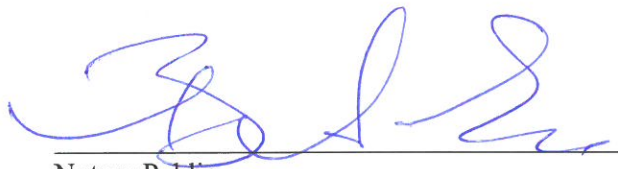
Richard Borys, an individual

STATE OF COLORADO)
COUNTY OF Weld) ss.

The foregoing instrument was acknowledged before me this 13th day of February, 2025 by Richard Borys, an individual.

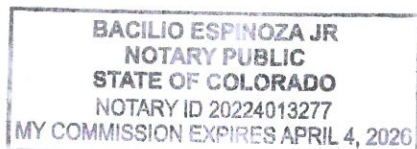
Witness my hand and official seal.

My commission expires: April 4, 2026



Notary Public

[Signature Page and Acknowledgment of Grantee Follow.]



Signature Page

*Access Easement Agreement
R. Borys – Burnco Colorado LLC
(Weld County, Colorado)*

Grantee:

BURNCO COLORADO LLC, a Colorado limited liability company

By: Joel Bolduc
Joel Bolduc, US Land and Resource Manager

STATE OF COLORADO)
) ss.
COUNTY OF Adams)

The foregoing instrument was acknowledged before me this 14th day of February, 2025, by Joel Bolduc, as US Land and Resource Manager of BURNCO COLORADO LLC, a Colorado limited liability company.

Witness my hand and official seal.

My commission expires: 10-11-2027

Kristina Leigh Kingsley
Notary Public

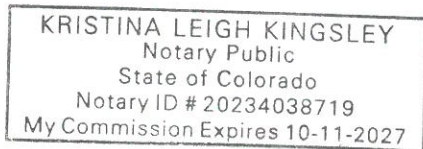




EXHIBIT A

ACCESS EASEMENT

Exhibit A

*Access Easement Agreement
R. Borys – Burnco Colorado LLC
(Weld County, Colorado)*

EXHIBIT A

SHEET 1 OF 2

AN EASEMENT PARCEL OVER AND ACROSS THE PROPERTY DESCRIBED AS LOT B, RECORDED EXEMPTION NO. 0961-12-4 RECX17-0052, RECORDED 11-9-2017 AT RECEPTION NUMBER 4351448, SITUATED IN THE SOUTHEAST 1/4 OF SECTION 12, TOWNSHIP 5 NORTH, RANGE 65 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 12, MONUMENTED BY A FOUND 3.25" ALUMINUM CAP STAMPED PLS 28665, FROM WHICH THE SOUTH 1/4 CORNER MONUMENTED BY A FOUND 3.25" ALUMINUM CAP STAMPED PLS 37971 2016, BEARS N88°47'58"W, A DISTANCE OF 2690.75 FEET, FORMING THE BASIS OF BEARING FOR ALL LINES DESCRIBED HEREIN, THENCE ON THE SOUTH LINE OF SAID SOUTHEAST 1/4 N88°47'58"W, A DISTANCE OF 1313.87 FEET,

THENCE ON THE SOUTHERLY EXTENSION OF THE EAST LINE OF SAID LOT B, N00°38'38"W, A DISTANCE OF 30.02 FEET TO THE POINT OF BEGINNING.

THENCE ON THE NORTH LINE OF THE 60.00 FOOT RIGHT-OF-WAY FOR WELD COUNTY ROAD 58, DESCRIBED IN BOOK 1, PAGE 153, AND ON A LINE 30.00 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID SOUTHEAST 1/4, N88°47'58"W, A DISTANCE OF 45.00 FEET;

THENCE N17°58'07"E, A DISTANCE OF 47.00 FEET;

THENCE ON A LINE 30.00 FEET WEST OF AND PARALLEL TO SAID EAST LINE, N00°38'38"W, A DISTANCE OF 680.33 FEET;

THENCE N09°44'26"W, A DISTANCE OF 253.00 FEET TO THE NORTH LINE OF SAID LOT B;

THENCE ON SAID NORTH LINE THE FOLLOWING THREE COURSES:

- 1) N73°17'44"E, A DISTANCE OF 42.99 FEET;
- 2) N14°15'31"E, A DISTANCE OF 100.71 FEET;
- 3) N74°02'45"E, A DISTANCE OF 2.89 FEET TO THE NORTHEAST CORNER OF SAID LOT B;

THENCE ON THE EAST LINE OF SAID LOT B, S00°38'38"E, A DISTANCE OF 1086.11 FEET TO THE POINT OF BEGINNING, CONTAINING 36,724 SQUARE FEET, OR 0.843 ACRES, MORE OR LESS.

Gillians

GILLIANS LAND CONSULTANTS
P.O. BOX 375
BENNETT, CO 80102
303-972-6640 www.gillianslc.com

JOB NO.: 24222
DRAWN: RH
ISSUE DATE: 1-22-25
FILE: ESMT

DIGITAL SIGNATURE



ROBERT E. HARRIS
COLORADO P.L.S. 37601
FOR & ON BEHALF OF
GILLIANS LAND CONSULTANTS



EXHIBIT A

SHEET 2 OF 2

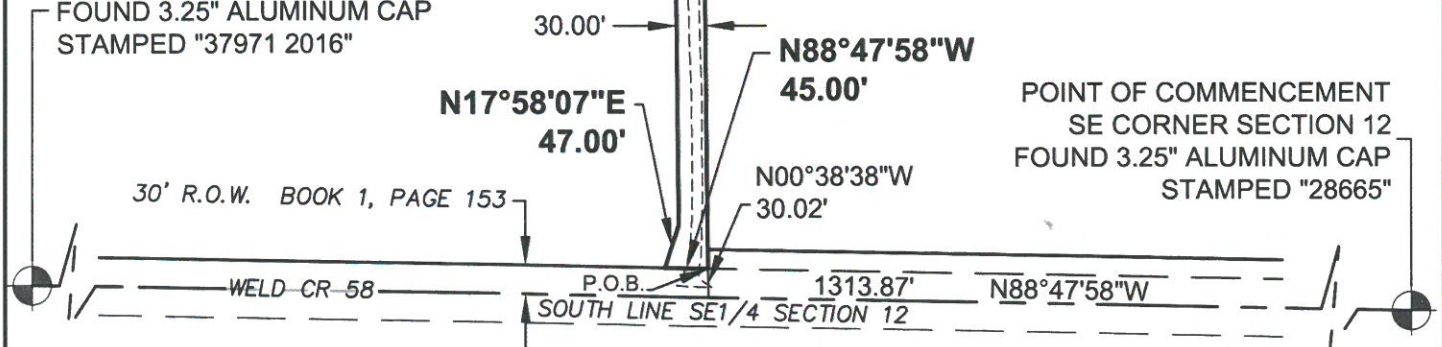
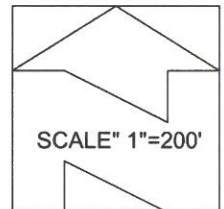
PARCEL #096112300016
OWNERS: WATER ACTIVITY ENTERPRISE
OF THE GROUNDWATER AND
MANAGEMENT SUBDISTRICT OF THE
CENTRAL CO WATER CONS DIST
(REC. #4336266, 09/19/2017)

PARCEL #096112300027
LOT B RE 0961-12-4 RECX17-0052
OWNER: BORYS
(REC. #4351448, 11/9/2017)

PARCEL #096112000130
OWNER: TRICYCLE LANE
TEXAS LLC
(REC. #4279743, 02/21/2017)

S1/4 CORNER SECTION 12
FOUND 3.25" ALUMINUM CAP
STAMPED "37971 2016"

POINT OF COMMENCEMENT
SE CORNER SECTION 12
FOUND 3.25" ALUMINUM CAP
STAMPED "28665"



THIS IS NOT A MONUMENTED LAND SURVEY, IMPROVEMENT SURVEY PLAT
OR IMPROVEMENT LOCATION CERTIFICATE. IT IS INTENDED ONLY TO
DEPICT THE ATTACHED PROPERTY DESCRIPTION.

ALL SEALS FOR THIS DOCUMENT ARE APPLIED TO SHEET 1

Gillians

GILLIANS LAND CONSULTANTS
P.O. BOX 375
BENNETT, CO 80102
303-972-6640 www.gillianslc.com

JOB NO.: 24222
DRAWN: RH
ISSUE DATE: 1-22-25
FILE: ESMT





BURNCO Colorado LLC
10100 Dallas Street
Henderson, CO
80640

Phone: 970 356 7523
burnco.com

Attachment 6

Exhibit D Mining Plan Revised

EXHIBIT D – MINING PLAN

This information provided in this Exhibit is intended to satisfy the requirements outlined in Section 6.4.4 of the Colorado Mined Land Reclamation Board Construction Material Rules and Regulations:

(a) ***Description of the method(s) of mining to be employed in each stage of the operation as related to any surface disturbance on affected lands;***

The proposed amendment includes the property adjacent to the southeast portion of the original permitted mine.

Existing Conditions and Site Preparation:

Existing Conditions

The current Nissen Gravel Mine is actively being mined. The proposed amended property is a fallow piece of ground bounded on the north by the existing mine, the east and west by small agricultural properties. WCR 58 bounds the property along the southern property line. The amendment property will be used for stockpiling and processing. There will be no subsurface mining on the amendment property.

Site Preparation

Initial disturbance of the property will include the following:

- Strip the topsoil and overburden
- Construct the screening berms and vegetate them
- Construct small berm along north side of the upper terrace for stormwater control
- Improve access point at WCR58 with a 60-foot radius and minimum 30 feet width. Roads will be graded with a center crown and 2 percent graded to the outside of the road for drainage. The site is underlain by sand and gravel and native soil will be watered and vibratory compacted in-situ once the overburden is removed
- The Plumb Ditch crossing is sufficient and will not require any modifications

Mining:

Nissen Main Gravel Mine

The main mining area will continue to be mined in three cells. The current processing plant area will be mined out at the very end of the mine as the plant has to be removed to allow for access to the underlying ground. Once the plant is moved to the amended parcel the mining will be finalized at the original mine.

The operator will develop and comply with a Stormwater Management Plan and Spill, Prevention, Control and Countermeasures Plan. The operator will notify the Division of Mine Safety and Reclamation in the event of a reportable spill.

Processing:

All material mined under this proposed application will be transported by conveyor or haul truck to the processing area.

Import Material:

BURNCO may import material from and export material to other sites. The applicant is aware that in accordance with Rule 3.1.5(9) of the Construction Material Rules and Regulations, if any offsite material is used as backfill, a notarized letter will be submitted to the Division indicating the materials are inert. The applicant will supply such a letter to the Division if, at the time of Reclamation, the applicant intends to use off-site material as backfill.

(b) *Earthmoving;*

Topsoil and overburden will be stripped with scrapers or bulldozers and stockpiled in segregated piles at the edge of the active mine.

(c) *All water diversions and impoundments; and*

The perimeter of the mined area will be dewatered by digging a trench to bedrock. The water will be pumped into a settling pond and discharged in accordance with a CDPS permit. Wash water for the processing area will be recycled through a series of small ponds within the processing area. The water required to operate the facility will likely be provided by the existing water rights associated with the property. No ditches will be disturbed without prior authorization of the appropriate ditch company. When the processing plant is relocated to the Tricycle Lane parcel, the existing pond system located north of Plumb Ditch for recycling water will continue to be used. Fresh water will be transported to the new processing area in pipes affixed to the conveyor structure across Plumb Ditch. Similarly, wash water with fines (clay and silt) will be transported to the existing pond system north of Plumb Ditch in pipes affixed to the conveyor structure.

(d) *The size of area(s) to be worked at any one time.*

Typically, 20-to-30-acre areas are disturbed during mining.

(e) *An approximate timetable to describe the mining operation. The timetable is for the purpose of establishing the relationship between mining and reclamation during the different phases of a mining operation.*

The Operator anticipates that mining will commence as soon as all permits are in place. The Operator anticipates extracting approximately 500,000 tons to 1,000,000 tons of aggregate per year based on market demands.

Timetable for Mining and Reclamation

There is approximately 3 to 5 years of mining reserves remaining in the main mine. Cell 1 will be mined first, then Cell 2 and Cell 3.

Reclamation will begin immediately after mining is complete. When possible, concurrent reclamation practices will be used to minimize site disturbance and to limit material handling to the greatest extent possible. Please refer to the Mining Plan Map in Exhibit C for phase areas to be mined, locations and areas.

(f) Use Mining Plan Map in conjunction with narrative to present:

(i.) Nature, depth and thickness of the deposit and thickness and type of overburden to be removed

The bedrock depths in the proposed mine areas ranged from approximately 35 feet to 50 feet below the ground surface.

(ii.) Nature of the stratum immediately beneath the material to be mined in sedimentary deposits

The site is located approximately 25 miles east of the foothills of the Colorado Front Range on the western flank of the Denver Structural Basin. The basin is a downwarp of sedimentary strata that trends north-northwest, parallel to the mountain front. In the project area, the sedimentary bed dips gently eastward toward the axis of the basin east of the site. Based on regional geologic mapping (Colton, 1978), the near surface bedrock in the project area is the Paleocene and Upper Cretaceous Denver and Arapahoe Formations. The bedrock is overlain by upper Pleistocene and Holocene (Quaternary age) gravel deposits and eolian (wind blown) overburden soils. The gravel deposits exist primarily within the Broadway Alluvium deposit. The bedrock unit consists mainly of claystone and may contain lenses of siltstone and sandstone.

(g) Identify the primary and secondary commodities to be mined/extracted and describe the intended use.

The primary commodities are sand, gravel and fill; intended for construction materials.

(h) Name and describe the intended use of all expected incidental products to be mined/extracted by the proposed operation.

There are no expected incidental products to be mined.

(i) Specify if explosives will be used in conjunction with the mining (or reclamation)

No explosive material will be used on-site.

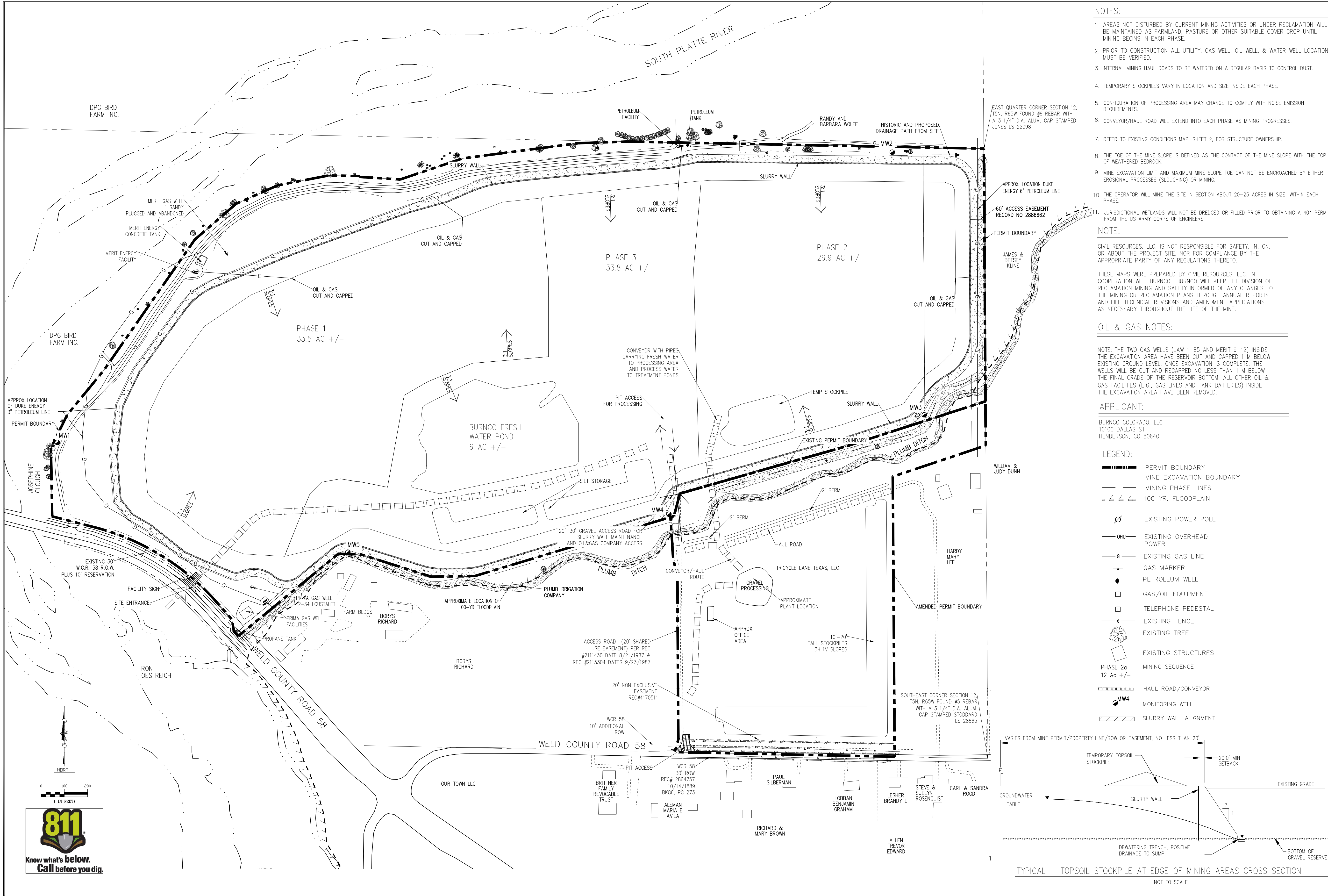


BURNCO Colorado LLC
10100 Dallas Street
Henderson, CO
80640

Phone: 970 356 7523
burnco.com

Attachment 7

Exhibit C Mining Map Revised



- NOTES:
1. AREAS NOT DISTURBED BY CURRENT MINING ACTIVITIES OR UNDER RECLAMATION WILL BE MAINTAINED AS FARMLAND, PASTURE OR OTHER SUITABLE COVER CROP UNTIL MINING BEGINS IN EACH PHASE.
 2. PRIOR TO CONSTRUCTION ALL UTILITY, GAS WELL, OIL WELL, & WATER WELL LOCATIONS MUST BE VERIFIED.
 3. INTERNAL MINING HAUL ROADS TO BE WATERED ON A REGULAR BASIS TO CONTROL DUST.
 4. TEMPORARY STOCKPILES VARY IN LOCATION AND SIZE INSIDE EACH PHASE.
 5. CONFIGURATION OF PROCESSING AREA MAY CHANGE TO COMPLY WITH NOISE EMISSION REQUIREMENTS.
 6. CONVEYOR/HAUL ROAD WILL EXTEND INTO EACH PHASE AS MINING PROGRESSES.
 7. REFER TO EXISTING CONDITIONS MAP, SHEET 2, FOR STRUCTURE OWNERSHIP.
 8. THE TOE OF THE MINE SLOPE IS DEFINED AS THE CONTACT OF THE MINE SLOPE WITH THE TOP OF WEATHERED BEDROCK.
 9. MINE EXCAVATION LIMIT AND MAXIMUM MINE SLOPE TOE CAN NOT BE ENCRoACHED BY EITHER EROSIONAL PROCESSES (SLOUGHING) OR MINING.
 10. THE OPERATOR WILL MINE THE SITE IN SECTION ABOUT 20-25 ACRES IN SIZE, WITHIN EACH PHASE.
 11. JURISDICTIONAL WETLANDS WILL NOT BE DREDGED OR FILLED PRIOR TO OBTAINING A 404 PERMIT FROM THE US ARMY CORPS OF ENGINEERS.

NOTE:

CIVIL RESOURCES, LLC, IS NOT RESPONSIBLE FOR SAFETY, IN, ON, OR ABOUT THE PROJECT SITE, NOR FOR COMPLIANCE BY THE APPROPRIATE PARTY OF ANY REGULATIONS THERETO.

THESE MAPS WERE PREPARED BY CIVIL RESOURCES, LLC, IN COOPERATION WITH BURSCO. BURSCO WILL KEEP THE DIVISION OF RECLAMATION MINING AND SAFETY INFORMED OF ANY CHANGES TO THE MINING OR RECLAMATION PLANS THROUGH ANNUAL REPORTS AND FILE TECHNICAL REVISIONS AND AMENDMENT APPLICATIONS AS NECESSARY THROUGHOUT THE LIFE OF THE MINE.

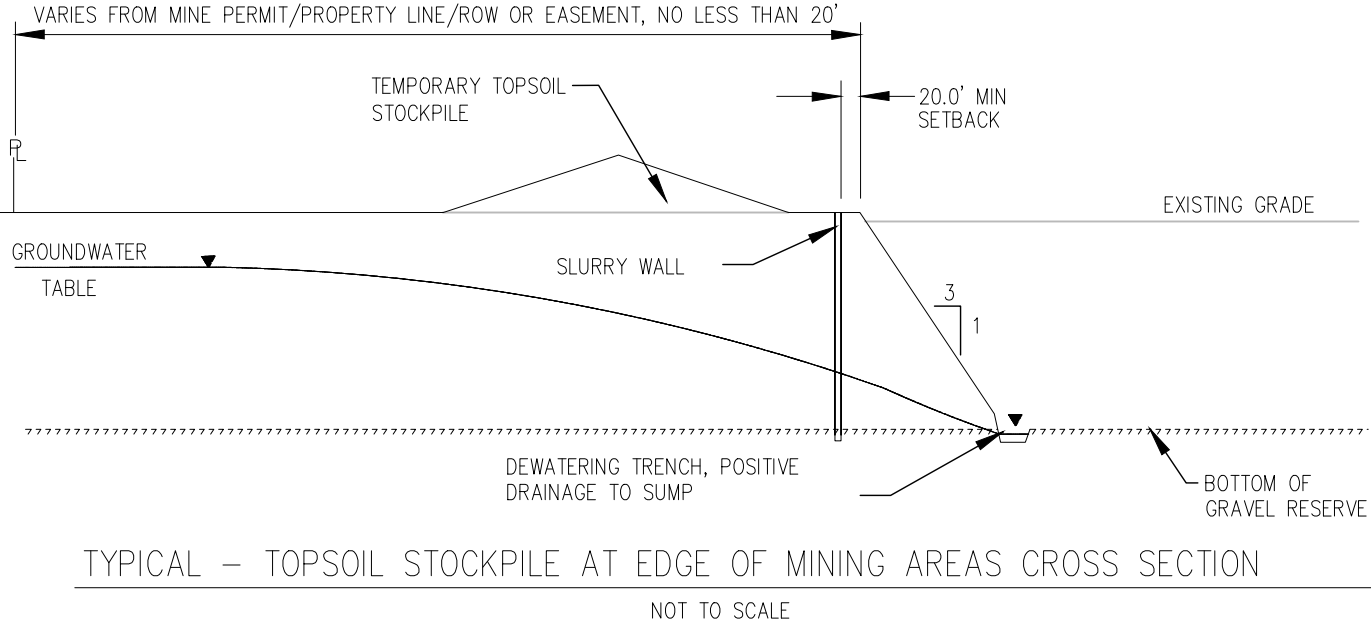
OIL & GAS NOTES:

NOTE: THE TWO GAS WELLS (LAW 1-85 AND MERIT 9-12) INSIDE THE EXCAVATION AREA HAVE BEEN CUT AND CAPPED 1 M BELOW EXISTING GROUND LEVEL. ONCE EXCAVATION IS COMPLETE, THE WELLS WILL BE CUT AND RECAPPED NO LESS THAN 1 M BELOW THE FINAL GRADE OF THE RESERVOIR BOTTOM. ALL OTHER OIL & GAS FACILITIES (E.G., GAS LINES AND TANK BATTERIES) INSIDE THE EXCAVATION AREA HAVE BEEN REMOVED.

APPLICANT:

BURSCO COLORADO, LLC
10100 DALLAS ST
HENDERSON, CO 80640

- LEGEND:
- PERMIT BOUNDARY
 - MINE EXCAVATION BOUNDARY
 - MINING PHASE LINES
 - 100 YR. FLOODPLAIN
 - EXISTING POWER POLE
 - EXISTING OVERHEAD POWER
 - EXISTING GAS LINE
 - GAS MARKER
 - PETROLEUM WELL
 - GAS/OIL EQUIPMENT
 - TELEPHONE PEDESTAL
 - EXISTING FENCE
 - EXISTING TREE
 - EXISTING STRUCTURES
 - MINING SEQUENCE
 - HAUL ROAD/CONVEYOR
 - MONITORING WELL
 - SLURRY WALL ALIGNMENT



CIVIL RESOURCES, LLC
8308 COLORADO BLVD
STE. 200
FIRESTONE, CO 80504
303.833.1416
WWW.CIVILRESOURCES.COM

BURSCO COLORADO LLC
10100 DALLAS ST
HENDERSON, COLORADO 80640
CONTACT: 970 587 7277

NISSEN GRAVEL MINE
M2003001-AM01
BURSCO COLORADO LLC

REVISIONS		
NO.	DESCRIPTION	DATE
1	ADD REVIEW 1	3/21/25

DESIGNED BY: ARR DATE: 8/29/24
DRAWN BY: ARR SCALE: AS NOTED
CHECKED BY: TC AS NOTED
JOB NO.: 213.001.31
DWG NAME: MINING PLAN.DWG

MINING PLAN MAP

SHEET:
3