



May 9, 2025

Colorado Division of Reclamation, Mining and Safety
Attn: Chris Girardi
Environmental Protection Specialist Intern
DRMS Room 215
1001 E. 62nd Avenue
Denver, Colorado 80216

**Re: Farmers Sand, File No. M-2024-057 Receipt
of 112c Construction Materials Responses
to Adequacy Review #2**

Dear Chris:

On Behalf of The Farmers Reservoir and Irrigation Company (FRICO), Ecological Resource Consultants, LLC (ERC) is providing the revised Exhibits and responses to the Colorado Division of Reclamation, Mining and Safety Adequacy Review #2 dated May 7, 2025. The revised Exhibits are attached to this letter. The following is each of the items identified in the Division letter along with the associated response with new responses presented in [blue text](#) for clarity.

Rule 6.4.2- Exhibit B – Index Map:

1. Please update the Exhibit B map to show the location and name of all roads and other access to the area per Rule 6.4.2.
 - a. **FRICO Response:** Exhibit B- Index Map has been updated in accordance with Rule 6.4.2.
 - b. **DRMS Response:** Please revise the Exhibit B Map to include Beebe Draw Farms Parkway to the north/northwest.

FRICO Response: The revised Index Map is included in attached Exhibit B.

Rule 6.4.3- Exhibit C – Pre-Mining and Mining Plan Map(s) of Affected Lands:

2. Please update all Exhibit C maps to comply with Rule 6.2.1(2)(b) requiring maps being prepared and signed by a registered land surveyor, professional engineer, or other qualified person. Also, each map must comply with the scale requirements of Rule 6.2.1(2)(e) requiring maps scales no smaller than 1 inch = 660 feet or larger than 1 inch = 50 feet. The Division recognizes the affected land proposed is large. However, not every acre within the proposed affected land boundary is proposed to be disturbed by the mining operation. Maps that depict the surface

operations (stockpile areas, settling ponds, processing areas, fill areas, haul roads, etc.) must comply with the scale requirements.

- a. **FRICO Response:** Exhibit C maps have been updated to comply with Rule 6.2.1(2)(b) and Rule 6.2.1(2)(e).
- b. **DRMS Response:** The Exhibit C(c) – sheet one map does not comply with the scale requirements and no other sheets were provided; contours are too small and not labeled sufficiently to indicate the direction and rate of slope. Also, the map does not show contours on all of the proposed affected land on the west side of the site. Please revise the map to comply with Rule 6.2.1(2) and Rule 6.4.3(c).

FRICO Response: The revised Exhibit C(c) Maps are included in attached Exhibit C.

3. All the significant and permanent man-made structures have not been identified and depicted on the Exhibit C(g) map. Please update the Exhibit C(g) map to show the owner's name of the significant, valuable, and permanent man-made structures within 200 feet of the affected area. Further clarification regarding structures not sufficiently identified in the C(g) map is given in Item #55.
 - a. **FRICO Response:** All significant and permanent man-made structures within 200-feet of the revised affected area consists of the following and are identified on Exhibit C(g), Sheets 1 thru 3.
 - b. **DRMS Response:** The owners of the pipelines are not shown on the map. Also, the Platte Valley Canal Maintenance Road, Beebe Seep Canal, Beebe Seep Canal Maintenance Road and the Evans #2 Ditch roads are not shown/labeled on the Exhibit C(g) Map. Please revise the maps accordingly.

FRICO Response: The revised Exhibit C(g) Maps are included in attached Exhibit C.

Rule 6.4.4- Exhibit D- Mining Plan:

4. Pursuant to Rule 3.1.5(5) please provide an evaluation of the chemical properties of the dredged material to ensure protection of the surrounding environment from pollution. The material should be sampled in manner to adequately characterize the chemical properties through Toxic Characteristic Leaching Procedure (TCLP), Synthetic Precipitation Leaching Procedure (SPLP) or similar testing methods. Due to the nature of the stockpiled material the Division suggests dividing the stockpiled material into equal "decision units" and collecting several subsamples that can be composited into a representative sample for that decision unit.
 - a. **FRICO Response:** See Exhibit D – Mining Plan, Chemical Properties of Dredged Material and Reservoir Water.

- b. **DRMS Response:** Please provide an explanation as to why only barium was detected and what are the possible sources.

FRICO Response: The SPLP methodology detected levels of barium in the leachate consistent with natural-occurring weathering of source minerals barite and witherite, or sandy soils associated with weathered limestone, feldspar, and shale formations. Other compounds were not present in the leachate above method detection limits. The mobility and solubility of barium is greater in sandy soils than other soil types due to the lower cation exchange rate and less organic matter, which can limit barium's adsorption to the soil. Barium is generally a more common element, and present in a wider variety of minerals, than the other RCRA 8 metals, making its presence in the aeolian and alluvial sands in the area somewhat more likely than other metals.

5. Please provide a sampling, analysis and reporting plan to evaluate the dredged material at an adequate frequency during the life of the operation to ensure the physical and chemical properties are not substantially changing over time.
- a. **FRICO Response:** Direct bulk samples will be collected and analyzed monthly from the discharge point of the cyclone separator (the presumed 'point of compliance'). This sandy slurry will be analyzed by EPA Method 6020-SPLP for Total and Dissolved Metals, Method 8260-SPLP for VOCs, and Method 160.1 for TDS. Additionally, Method 8270-SPLP will be employed quarterly to analyze for SVOCs. Should any analytical results, from any sampling event, exceed the Standards as shown in Table 3 from 5CCR 1002-41 (CDPHE Regulation 41), the DRMS will be notified and additional investigation into the potential surface water impacts will be evaluated. Alternate or additional 'points of compliance' may be warranted in that event.
- b. **DRMS Response:** Please clarify how reporting will be handled. The Division proposes analytical results be submitted quarterly, in addition to immediate notification by FRICO to the Division if any exceedances from CDPHE Regulation 41 are detected.

FRICO Response: Direct bulk samples will be collected and analyzed monthly from the discharge point of the cyclone separator (the presumed 'point of compliance'). This sandy slurry will be analyzed by EPA Method 6020-SPLP for Total and Dissolved Metals, Method 8260-SPLP for VOCs, and Method 160.1 for TDS. Additionally, Method 8270-SPLP will be employed quarterly to analyze for SVOCs. Quarterly laboratory results will be summarized, and data provided by January 15, April 15, July 15, and October 15 each year. Should any analytical results, from any sampling event, exceed the Standards as shown in Table 3 from 5CCR 1002-41 (CDPHE Regulation 41), the DRMS will be notified.

6. During the August 2024 Inspection conducted by the Division, the Applicant stated that topsoil was not stockpiled or salvaged. The Division notes that topsoil will need to be salvaged before constructing new settling ponds, new stockpile areas, roads and processing areas, etc. Please clarify where topsoil will be salvaged moving forward, how the topsoil will be stored and stabilized from wind and water erosion prior to replacement over the affected land for reclamation. Please update the appropriate Exhibit C maps to depict the locations of topsoil stockpiles.
- a. **FRICO Response:** The reason no topsoil was stockpiled or salvaged is the native ground surface around the reservoir and at the locations of the current

stockpiles and settling ponds primarily consists of sand/clayey sand and basically no topsoil. Even the native ground where the future sand plant is to be constructed has no topsoil only sand. If topsoil is encountered prior to construction of new settling ponds and stockpiles, the material will be salvaged and stockpiled northwest of the West Stockpile west of the north/south haul (Exhibit F- Sheets R2A & R2B) and utilized during reclamation. To ensure that the stockpile is not eroded when topsoil is not being placed or removed, an environmentally friendly biodegradable soil binder (e.g. GRT Enviro Binder, Enviroseal LDC Liquid Dust Control) will be applied to the slopes and top areas.

- b. **DRMS Response:** It is true the topsoil in this area is considered sandy. The primary soil series to be affected by the operations is Valent sand (70) and Vona loamy sand (72), based on the USDA soil series descriptions for these soil types, there should be a viable top "A" horizon. These materials should be salvaged and stockpiled. Please commit to salvaging the "A" horizon soils within the affected area and revise the mining plan accordingly.

FRICO Response: FRICO commits to salvaging and stockpiling "A" horizon soils within the affected areas prior to construction of new facilities. Section 4.4 of the mine plan has been revised to depict this. The revised Mining Plan Narrative and Drawings 03, 08, 09, and 11 are included in attached Exhibit D.

- c. **DRMS Response:** The revised Mining Plan indicates that salvageable topsoil will be stockpiled, and the stockpiled topsoil will be stabilized with GRT Enviro Binder, Enviroseal LDC Liquid Dust Control. While these materials are effective for short term stabilization, they are less effective for long term stabilization. In addition to using this binder, the Division recommends that if stockpiles are to remain in place for longer than one growing season, the operator should establish vegetation on the stockpile. Please provide a plan for long-term stabilization of the stockpiled topsoil should the material be stockpiled for longer than one growing season.

FRICO Response: It has been decided not to use soil binder on the topsoil stockpile. Instead, the stockpile will be vegetated immediately following topsoil placement or removal for reclamation of disturbed areas. Section 4.4 of the mine plan has been revised to depict this. The revised Mining Plan is included in attached Exhibit D.

7. The Division notes that if Lake Christina or "Christina Pond" is to be used as a settling pond as alluded to on Page 11, then Lake Christina is required to be included in the permit and affected area. This area would have to be added to the mining and reclamation plan and affected area through an Amendment to the application. If Lake Christina will not be utilized as a settling pond or for further clarification, then please revise page 11 accordingly. If water affected by the operation is discharged into Lake Christina, please provide documentation of authorization from the owner of the lake for this activity and please indicate if this is an approved discharge point through CDPHE.
- a. **FRICO Response:** The mining plan has been changed, Lake Christina will not be used as a settling pond. In addition, water affected by the mining operation will not be discharged into Lake Christina. All water affected by the mining operation will be discharged into Milton Reservoir under the approved CDPHE Discharge Permit Certification Numbers: COR414592, COR418738, and COR 419504. Exhibits (e.g. maps and drawings) and the Mining Plan have been revised

accordingly. In addition, the Affected Area and Permit Area boundaries have been revised on the applicable Exhibits (e.g. maps, drawings).

- b. **DRMS Response:** During the pre-operational inspection conducted by the Division on March 24, 2025, the Division observed stockpiles of sediment that had been excavated from Lake Christina that had been transported to an area adjacent to the east side of Platte Valley Canal within the permit area. Please update Drawing 06 in the mining plan to account for the stockpiled material. In addition, please clarify how the area will be reclaimed and update the Reclamation Plan and Maps accordingly.

FRICO Response: This stockpile area will be reclaimed the same as the other stockpile areas where the slopes will be developed with an overall angle of 3H:1V as the final configuration, resulting in a roughly graded outer surface. Additional grading will be completed as needed to establish more uniform contours that align with the existing topography. Once the slopes have been graded, they will be scarified in preparation for seeding and mulching in accordance with the Reclamation Plan. The revised Reclamation Plan and Drawings R-1, R-2A, and R-2B are included in attached Exhibits E and F, respectively.

- 8. Please clarify what additional sediment control BMPs will be installed to manage sediment and minimize erosion of stockpiles, sand plant and the operation areas of the cyclone.
 - a. **FRICO Response:** For the sand plant, the initial phase will consist of clearing, grubbing, and grading the sand plant area for construction of the plant. The foundation of the sand plant will be a reinforced concrete pad. Between the concrete pad and the native surroundings/vegetation, the area will be stabilized with gravel. The design of the sand plant is in progress and will be provided under separate cover when the design is complete. The cyclone generates stockpiles and these stockpiles will have the same BMPs installed as the other stockpiles. The additional sediment control BMPs to be installed to manage sediment and minimize erosion of the stockpiles is provided in the Mining Plan, Section 7/0- Erosion and Sediment Control.
 - b. **DRMS Response:** Please clarify if the soil binder will be applied during periods of non-activity for the stockpiles in addition to extreme weather conditions. In addition, please clarify the frequency of the application of a new soil binder.

FRICO Response: FRICO commits to applying soil binder to stockpiles during non-activity periods and after extreme weather conditions. The need for soil binder will be dictated by revegetation and weather conditions. As such, the precise frequency of application is unknown, but FRICO commits to applying binder as field conditions warrant.

- 9. Given the large scale of the affected area, please clarify, in the narrative and with an exhibit, the locations of the mine notice signs.
 - a. **FRICO Response:** The signs have been posted at five Milton Reservoir entrances. These locations are presented on Drawings 06 and 07 and included in the Mining Plan Section 8- Proposed Mining Operations Sign Locations.
 - b. **DRMS Response:** Sheet 06 does not depict this notice sign observed during the pre-operation inspection conducted on March 22, 2025. Please revise.

FRICO Response: Drawing 06 has been updated to include the referenced sign and is included in attached Exhibit D.

Rule 6.4.5- Exhibit E- Reclamation Plan:

10. The Reclamation Plan indicates that drill seeding will be conducted and broadcast seeding on slopes, however Exhibit L indicates that Hydroseeding will be conducted for the temp roads, settling ponds, and stockpiles. Clarify which application method will be conducted and where.

FRICO Response: Broadcast seeding will be used on the 3:1 slopes (e.g. stockpile slopes) that are not accessible to drilling. The Reclamation Costs have been revised to depict this and are included in attached Exhibit L. **Note:** the reclamation costs associated with the sand plant are estimated and will be revised once the sand plant design is completed.

11. The Reclamation Plan states that four (4) to six (6) inches of topsoil will be replaced. As discussed above, topsoil was not initially salvaged from the current affected area. Please clarify the topsoil replacement plan, will there be enough topsoil salvaged from the future topsoil stripping operation to replace 4 to 6 inches over all the affected land? Or will topsoil be imported from off-site to address this deficiency? Or will be the surface material of the affected area be amended in some way to facilitate revegetation for areas where topsoil was not salvaged? Please update the reclamation plan to address these items.

- a. **FRICO Response:** See Item #8. Native vegetation has demonstrated that topsoil is not a necessity and has been growing in the sand surrounding Milton Reservoir for years. The disturbed areas (settling pond berms, south of the intersection of Beebe Farms Parkway, and near the southwest entrance) were seeded last fall with the seed mix provided in the Reclamation Plan and without any additional amendments and/or topsoil and these areas are starting to show vegetation growth. This vegetation growth will be assessed during this year's growing season and the results will be used to determine whether or not these disturbed surfaces (sand) are adequate for vegetation growth. If not, samples will be collected and analyzed in accordance with Section 2.2.1 of the Reclamation Plan (exhibit E). Dependent on the laboratory results, soil amendments (fertilizer and/or organic matter) may need to be added and/or the seed mix modified to enhance growth of vegetation. If this is the case, a Technical Revision (plan for amending the soil and/or modifying the seed mix) to the Mining Permit will be provided to DRMS. See Exhibit E- Reclamation Plan, Section 2.2 Vegetation Plan.
- b. **DRMS Response:** See DRMS response to Item #6. Clarify if all topsoil will ultimately be stockpiled adjacent to the south of the settling ponds, or at other locations (such as for topsoil near the N1, N2, and N3 stockpiles, the future sand plant, and the west stockpile).

FRICO Response: An additional stockpile location has been identified. Material will be stockpiled adjacent to the Platte Valley Canal, north of Beebe Draw Farms Parkway with the location shown on Drawings R-1, R-2A, and R-2B. The revised Reclamation Plan and Drawings are included in Exhibits E and F, respectively.

Rule 6.4.7- Exhibit G- Water Information:

12. Please provide a plan/diagram of the swales to be installed to facilitate the runoff from Basin 2 and 3.
- a. **FRICO Response:** See Drawings 12, 13, and 14.
 - b. **DRMS Response:** The diversion channel sizing was determined based on

stormwater runoff from a 5-year, 24-hour storm event. Please revise these designs for a 10-year, 24-hour storm event.

FRICO Response: The diversion channel and associated drainage infrastructure has been updated for the 10-year, 24-hour storm. The Water Information document (Exhibit G) and Drawing 13 (Exhibit D) have been updated to show the revisions.

Rule 6.4.8- Exhibit H - Wildlife Information:

- 13.** Please see the enclosed comment letter from Colorado Parks and Wildlife (CPW). Please incorporate the wildlife protective measures outlined in the CPW letter into the operations plan for the site and explain how they will be implemented in a revised Exhibit H. This includes:
- a. Concerns regarding the Future Sand Plant Location and its potential adverse effects on Bald Eagle nests, the Blue Heron Buffer, and the White Pelican Area. Clarify mitigation measures to protect wildlife. The Division notes changing the location of the Future Sand Plant could alleviate these concerns. The Division recommends the applicant consult with CPW on this point.
 - b. Please clarify if fencing will be used and, if so, will fencing follow the recommendations from CPW.
 - c. Please commit to providing the results of the Burrowing Owl Survey prior to disturbing new areas between March 15th through October 31st.
 - d. Please clarify if the Applicant will adhere to the lighting recommendations from CPW.
 - e. Please clarify how sand processing, stockpiling operations, and hauling will impact Mule Deer Severe Winter Range habitat and measures to minimize impacts.
 - i. **FRICO Response:** Exhibit H- Wildlife Report has been revised to incorporate CPW's comments and concerns. In addition, a Technical Memorandum has been prepared providing responses to CPW's comments in their letter dated January 4, 2025. The Technical Memorandum is included in Exhibit H- Wildlife Information, Response to CPW Comments.
 - ii. **DRMS Response:** The Applicant's Technical Memorandum and responses have been submitted to CPW for review. The Division notes that moving the future sand plant location to an area outside of the current proposed permit/affected area would need to be accomplished through an Amendment Application to the permit application.

FRICO Response: Noted.

- iii. **DRMS Response:** Page 9 of the revised Wildlife Report indicates that dredging activities will be limited during the active migratory bird and raptor breeding season (which appears to span between April 1 to August/September). However, in accordance with the Mining Plan, dredging will occur between mid-February to mid- December, weather dependent. Please clarify the statement in the revised wildlife report as it appears dredging will occur within the breeding season.

FRICO Response: Dredging activities will occur during the active non-raptor migratory bird breeding season (April 1 – August 31) and non-eagle raptor breeding season (February 1 – September 15). During these windows, however, nest surveys will be completed prior to vegetation removal and haul roads usage and dredging activities will avoid areas with active nests.

According to CPW buffer protocols, operations that have historically occurred may continue. As dredging has been ongoing since 2021, these established activities may proceed. In accordance with the protocol, no new surface disturbance or expansion of surface occupancy beyond existing operations will occur.

- iv. **DRMS Response:** Mining activities have and are proposed to continue to occur within the nesting area and buffer zones outlines for the America White Pelican and Blue Heron, however the revised

wildlife report says these areas will be avoided during the buffer seasons (March 1 to July 1 - blue heron, April 15 to August 15 - American White Pelican). Please clarify what "avoided" means and specify what mining activity will occur within these areas during these seasons?

FRICO Response: The nesting sites themselves - specifically the trees used for nesting and their immediate surrounding areas - will be avoided. Dredging and related activities that have historically occurred within the nesting buffer zones since 2021 will continue. Proposed mining activities within these zones are consistent with those shown on Figures 2 and 3 of the Wildlife Report. Areas to be avoided are also depicted on these figures as zones with no sediment removal or designated affected lands.

To comply with CPW buffer zone protocols, dredging activities will be strategically sequenced during the nesting season to avoid disturbance to active nests. In accordance with the protocol, no new surface disturbance or expansion of surface occupancy beyond existing operations will occur during the active nesting season.

Rule 6.4.14- Exhibit N- Source of Legal Right to Enter:

14. Please help clarify which documents provided in Exhibit N correspond to each parcel within the affected land. The Division believes a list and/or table tied to a map would be helpful.

- a. **FRICO Response:** The following Table lists the documents (Deeds) provided in Exhibit N and the parcel they correspond to. The following is provided in Exhibit N, Sheets 1 thru 3.
- b. **DRMS Response:** The Division cannot find the ROE document for 121311000003. Please provide it.

FRICO Response: The Deeds for parcel 121311000003 are included in attached Exhibit N.

15. Please provide documentation for Legal Right to Enter for Farmers Reservoir and Irrigation Company to parcels owned by REI LLC for their respective parcels.

- a. **FRICO Response:** FRICO's Legal Right to Enter the parcels owned by REI LLC is provided in Exhibit N, document titled 220705 Property Lease and Reclamation Agreement. The mining operations (e.g. stockpiles, settling ponds, and haul roads) will be located on REI parcel numbers 121303301004, 121304000038, 121309000026, 121310000007, 121310000009, 121310000029, 121310001002, and 121315000010. These parcels are depicted in Exhibit N, Sheets 1 thru 3.
- b. **DRMS Response:** The 220705 Property Lease and Reclamation Agreement provided does not indicate Legal Right of Entry for REI parcel numbers 121309000026, 121310000007, 121310000009, and 121315000010. Please provide it.

FRICO Response: The REI and FRICO lease agreement is included in attached Exhibit N.

Rule 6.4.12- Exhibit L- Reclamation Costs:

16. Please note the Division will develop a cost estimate to complete reclamation at the site, which will be provided in the future.

FRICO Response: Noted

Rule 6.4.19- Exhibit S- Permanent Man-made Structures:

17. Please provide copies of any structure agreements that were obtained. If the Applicant is unable to obtain structure agreements, then an engineering evaluation that demonstrates that such structure shall not be damaged by activities occurring at the mining operation can be used instead pursuant to Rule 6.4.19(b). The Applicant provided a Geotechnical Stability Exhibit in the initial application, which the Division determined meets the requirements of Rule 6.5. However, please provide any evidence of attempts made to obtain structure agreements for those the Applicant was unable to obtain.

FRICO Response:

Structure agreements (Exhibit S) are included for:

- KMG/Oxy (pipelines and wells)
- DCP (pipelines)
- WES DJ Gathering (pipelines)
- Civitas/Crestone (pipelines and wells)
- Weld County (WCR 32 and Cavanaugh Rd)
- Platte Valley Irrigation Company (Evans #2 Ditch)

For the Chevron/Noble infrastructure - agreement has not yet been executed but is in the workings. In lieu of the executed agreement, the following are included:

- An Engineer Memo has been prepared to demonstrate that the structures will not be damaged
- Email correspondence with Chevron/Noble that shows attempts made to obtain the agreement.

Rule 6.4.18- Exhibit R- Proof of Filing with County Clerk and Recorder:

- 18.** In accordance with Rule 1.6.2(1)(c), any changes to the application must be reflected in the public review copy which was placed with the Weld County Clerk and Recorder. In accordance with Rule 6.4.18, please provide our office with an affidavit or receipt indicating the date the revised application pages were placed with the Weld County Clerk and Recorder.

FRICO Response: We will provide this information once all changed materials have been delivered to the Weld County Clerk and Recorder.

EXHIBIT B
INDEX MAP

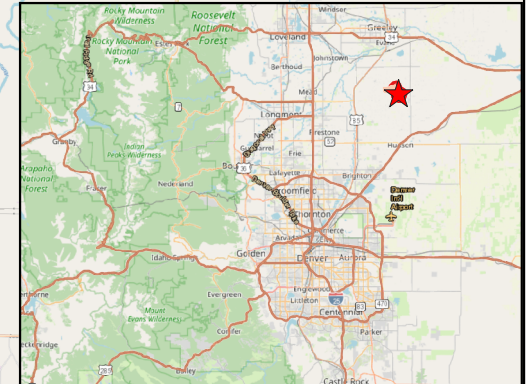
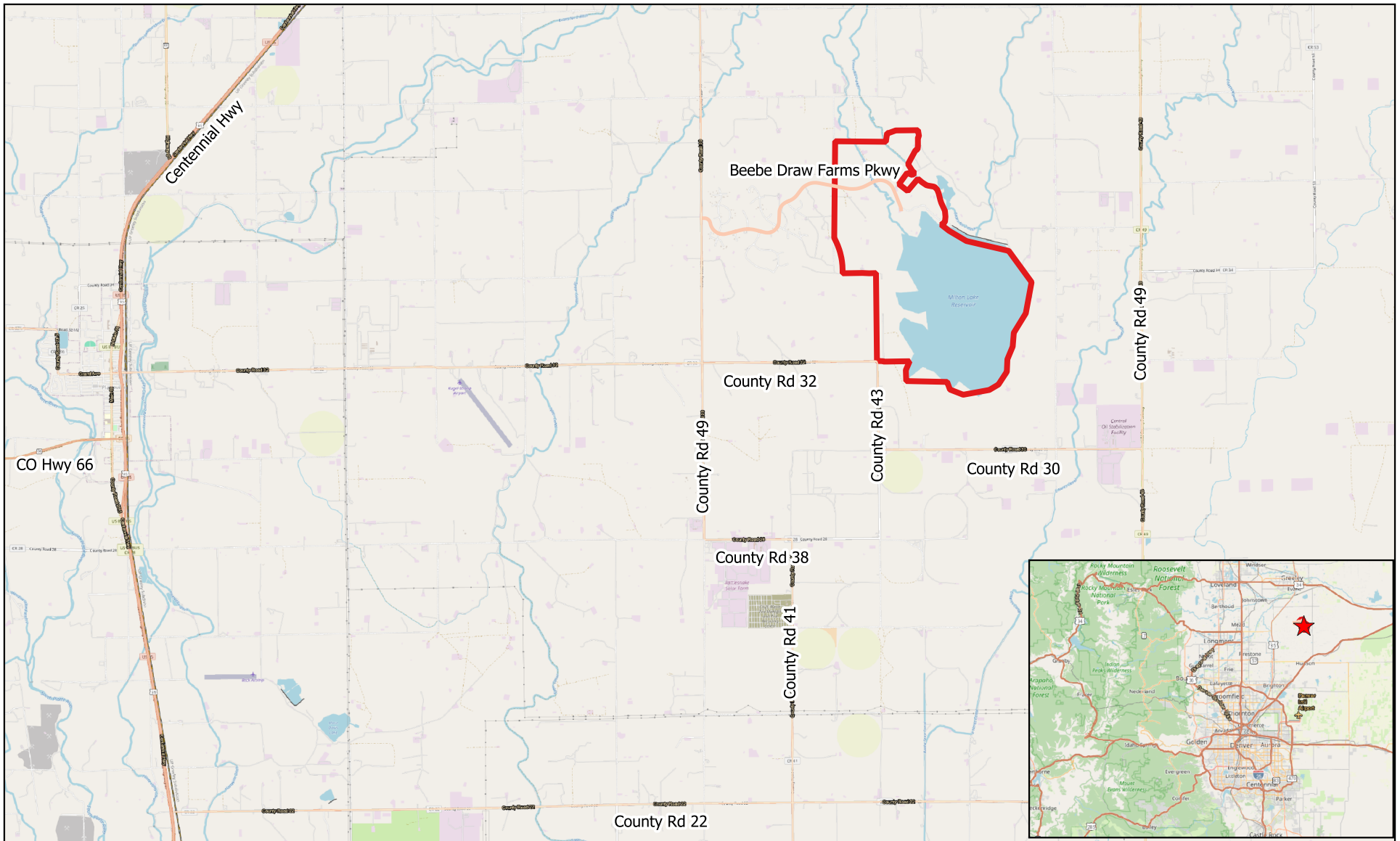


EXHIBIT B - INDEX MAP

FARMERS SAND
WELD COUNTY, COLORADO

Prepared By:



12345 W. Alameda Pkwy
Suite 206
Lakewood, CO 80228
(303) 679-4820
ERC# 342-2203



0 5,000 10,000 15,000 Ft

Projection:
NAD 1983 StatePlane Colorado North FIPS 0501 Feet

Applicant: FRICO

Prepared By: ERC

REV	Date:	DESCRIPTION
C	05/2025	RE-ISSUED FOR PERMITTING
B	03/2025	RE-ISSUED FOR PERMITTING
A	12/2024	ISSUED FOR MINE PERMIT

EXHIBIT D
MINING PLAN

MILTON RESERVOIR

FARMERS SAND MINING PLAN

Revised May 2025

PREPARED FOR:

The Farmers Reservoir and Irrigation Company (FRICO)

PREPARED BY:



ECOLOGICAL RESOURCE CONSULTANTS, LLC
12345 W ALAMEDA PARKWAY
LAKEWOOD, COLORADO 80228

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1.0 MINING METHOD

Throughout all phases of the operation, mining will involve extracting soil from the Milton reservoir basin, primarily targeting sand. The excavated materials will either be sold for commercial use or stockpiled on-site. The mining plan involves removing sediments that have built up in the reservoir due to inflows, as well as the native materials beneath these sediments. The goal is to excavate the reservoir to a level that allows for gravity drainage through the existing low-level outlet, avoiding the creation of a dead pool. While the mining operation may be paused for economic reasons, it will be conducted in a way that ensures materials are extracted to maintain positive drainage toward the outlet conduits. The operation aims to restore and increase the water storage capacity in Milton while selling the mined materials for construction or hydraulic fracking sand. Currently, the demand for these materials looks promising, but future conditions remain uncertain.

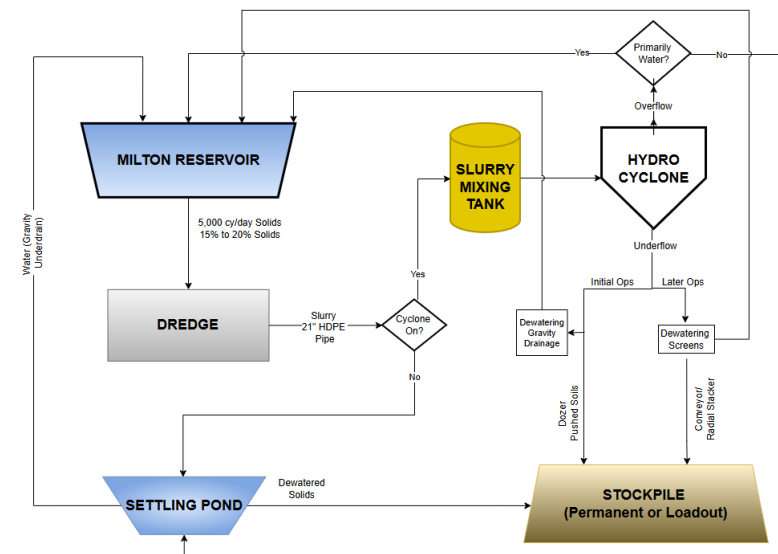
The removal method primarily employs a floating dredge operation. The dredge is equipped with a cutter head and suction system that extracts solids from the basin and transports them to the surface as a slurry. An on-board pump moves the slurry to the shore, where it is currently directed either into temporary holding bays for dewatering or to a cyclone system for solids-water separation. The dredged materials have a solids content of approximately 15% to 20% and require dewatering before being stockpiled. Currently, dewatering is achieved using temporary holding/dewatering basins (settling basins) and/or a cyclone operation that utilizes vortex separation to remove soil particles from the water. An additional step will be incorporated into the dewatering operation once the equipment has been manufactured and delivered to site. This will involve installing dewatering screens where cyclone underflow (solids) materials will be directed for further dewatering. This adjustment will allow the drier materials to be conveyed and placed into the stockpile using radial stackers. The water from the screening process is returned to the reservoir.

The plan moving forward is to build a sand plant on the west side of Milton. Along with the sand plant, the dredge discharge, cyclone, and dewatering screens will be relocated to the west side to improve operational efficiency. Materials will continue to be dewatered through the cyclone and screening process before being placed into a stockpile via conveyors and stackers. As plant capacity allows, previously stockpiled materials will be transferred to the plant for processing.

The plant will separate the sand particles to produce a sellable product suitable for hydraulic fracturing. By-products will include oversized materials, undersized materials, and water. The oversized materials will be stockpiled for potential use as construction material, while the undersized particles and water will be pumped as a slurry to a settling pond. The resulting solids could be utilized as a construction resource or stored in a permanent stockpile. Water will be returned to the reservoir by gravity through low-level drainage pipes or decanted over spillways.

FRICO started removing materials from the basin via dredging in November 2021 and plans to continue the removal process for approximately 20 years. The first year of mining operations will continue to follow the existing operations in that materials will be dredged and run through the cyclone to separate water and solids. The solids will be stockpiled and water will be directed back to the reservoir either via a settling

Figure 1.1: Process Flow Diagram – Existing and Pre-Sand Plant Operations



The flowchart illustrates the proposed dredging and sand processing system. It begins with the **MILTON RESERVOIR**, which provides water to the **DREDGE**. The dredge extracts **5,000 cy/day Solids 15% to 20% Solids** and pumps a **PRELIME (PUMPED SLURRY)** to a **SLURRY MIXING TANK**. The slurry mixing tank then pumps the **PRELIME (PUMPED SLURRY)** to a **HYDRO CYCLONE**. The hydro cyclone separates the solids into a **STOCKPILE** and a **WATER COLLECT TANK**. The water collect tank then pumps the water to a **SETTLING POND**. The settling pond then pumps the water back to the **MILTON RESERVOIR**. The stockpile then feeds into **SAND PLANT Stage 1**. Sand plant stage 1 produces **OVER SIZE >3/4"** material, which is sent to a **TRUCK OFF-SITE**. The sand plant stage 1 also feeds into **SAND PLANT Stage 2**. Sand plant stage 2 produces **OVER SIZE 3/4" to #30** material, which is sent to a **TRUCK OFF-SITE**. The sand plant stage 2 also feeds into **SAND PLANT Stage 3**. Sand plant stage 3 produces **CONVEYOR ON TRUCK Material (for #40 and #140)** material, which is sent to a **STOCKPILE (Loadout)**. The sand plant stage 3 also feeds into a **WATER SUPPLY TANK**. The water supply tank then pumps the water to **SAND PLANT Stage 1**, **SAND PLANT Stage 2**, and **SAND PLANT Stage 3**.

2.0 DEPOSIT TO BE MINED

As stated previously, the objective of the dredging operation is to remove materials from the basin to restore and expand the water storing capacity of the reservoir. The constraints of the excavation are based on maintaining gravity drainage from the outer edges of the reservoir to the invert of the outlet pipes that extend under the dam. Using the inlet elevation of the outlet works as a low point in the grading, contours representing the maximum excavated surface were generated by radiating outward at a slope of 0.5%. Across the reservoir floor there will be an approximate 5-foot elevation difference. Equipment on the dredge is used to monitor excavation elevations. The proposed ultimate excavated surface is shown on **Drawing 04**. Dredging of the basin will occur in four quadrants by focusing on a single area before moving onto another area. Area 1, where current operations have been focused, is located in the northwest quadrant of the reservoir. Dredging will occur in a counterclockwise direction with Area 2 being the southwest quadrant, Area 3 the southeast, and Area 4 the northeast. An isopach showing the estimated excavation depths within the basin is shown on **Drawing 05**. The average excavation depth ranges between 12 to 13 feet with maximum excavations reaching 20 feet. The deepest regions of the excavation are in the northwest quadrant where the Platte Valley Canal enters the reservoir. It makes sense that this area would have a deep sandy sediment deposit as this type of material would be first to settle out.

A geotechnical investigation was completed in 2019 to evaluate the properties of the accumulated sediments, to the extent possible, and the underlying native materials along the west shoreline of the reservoir. The investigation was completed in November of 2019 when the reservoir was low exposing more of the reservoir basin ground surface, however, due to the soft nature of the basin materials, drilling was limited to a maximum distance of 400 feet from the shoreline. From this investigation, it was possible to get an understanding of the sediment characteristics along with the localized existing ground conditions even though the sampling was limited to only a small fraction of the entire reservoir. At this point of the project the primary intent of the project was to increase the water storage space within the reservoir by removing materials and stockpile materials around the lake into permanent fill areas. The investigation was done to develop an understanding of the materials to see if dredging was the best option for the removal process, to make business decisions, and to see from a broad perspective if the materials could potentially have a use for other off-site third-party projects. Once dredging began and it became evident that the materials being dredged were primarily sand with a large portion of the sand being of the grains sizes used in the oil and gas industry for fracking, the concept of being able to use the sand as a fracking material along with using the oversize and undersize materials for construction borrow sources became a possibility.

The results of the 2019 investigation revealed three distinct strata within the explored areas. Each stratum is summarized as follows.

1. **Stratum 1:** This layer consists of sediments or materials transported with flows into the reservoir over the course of 100 plus years since the dam was built. These materials consisted primarily of sand and were found at depth ranging between 5 to 15 feet deep.

2. **Stratum 2:** This layer starts at the sediment/native ground intercept and is characterized as clayey sand to sandy clay. These materials were found primarily at depths ranging between 5 to 25 feet.
3. **Stratum Three:** Here the subsurface transitions into the weathered bedrock layer and consists of high plasticity, stiff clay. These materials were found primarily at depths ranging between 19 to 30 feet.

In addition to the 2019 geotechnical investigation, three test pits were excavated on the periphery of the lake near the In-Res Settling ponds and in April 2024, a sample of the dredged materials was obtained and tested. Samples from the 2022 test pit investigation were subjected to particle size analysis (PSA) and Atterberg limit testing and the results are in **Table 2.1**. About half of the samples tested consisted of silty sand while the other half classified as clayey sand. About 50% of the material was of a size that is desirable for use as frac sand. **Figure 2.1** shows the location of the geotechnical drill holes and test pits.

When the dredged sample was collected in 2024, a hydro-cyclone had been added to the operation to more effectively remove a significant amount of water more quickly. Underflow (solids) from the cyclone were discharged and worked into a stockpile while overflow (water and fines) was fed to a settling pond. A sample was taken from both the underflow and overflow and PSA and Atterberg limits testing were completed on the samples. It was estimated that 70% of the dredged materials were coming out as underflow and 30% as overflow. Based on the ratio, a PSA test was recreated to represent the base material. These results are shown on **Figure 2.2** and indicate that the material consists of 70% sand and 30% fines. The 70% sand portion is of a size that can be used for frac operations.

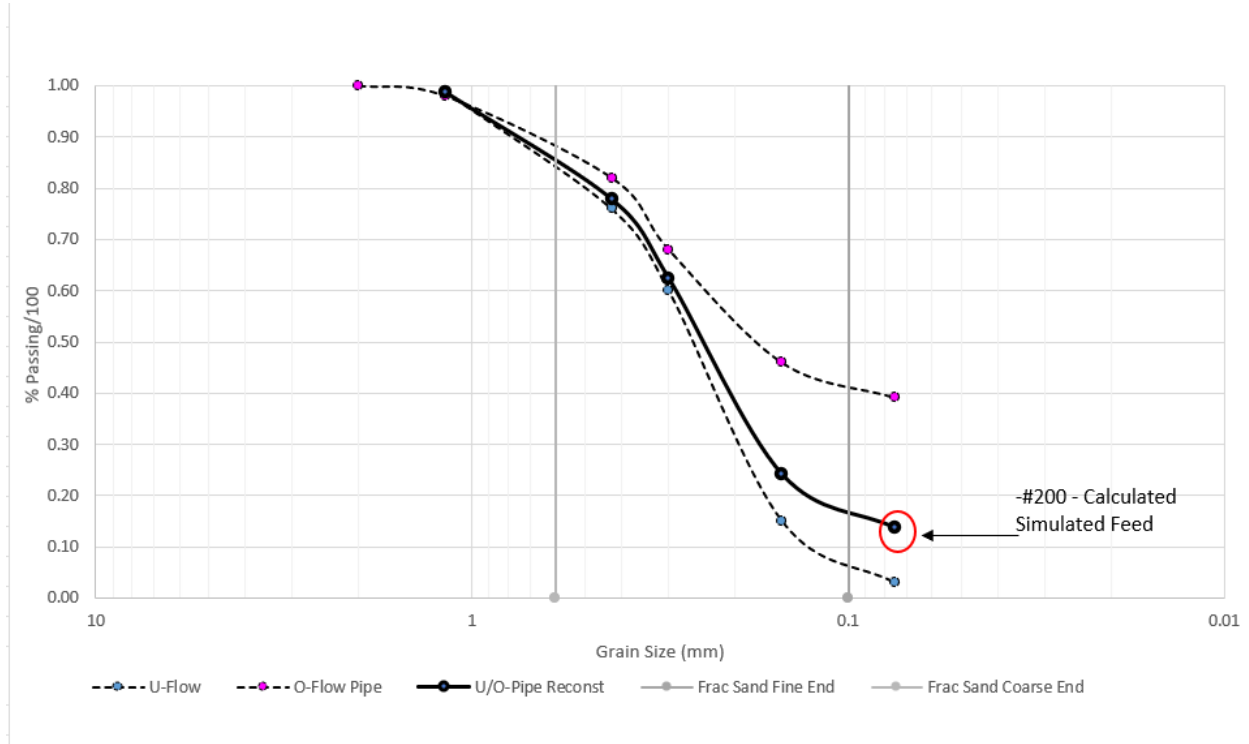
Figure 2.1: 2019 Drill Hole and 2022 Test Pit Locations



Table 2.1: Particle Size Analysis Results – 2019 and 2022 Testing

Test Pit	Depth (ft)	Atterberg Limits			Grain Size Analysis - Percent Passing						Soil Classification
		LL	PL	PI	#4	#10	#30 (0.6mm)	#40	#140 (0.1mm)	#200	
2022 TEST PIT INVESTIGATION - North Dredge Ponds											
22-1	5	NP	NP	NP		100	88	79	18	12	Sand
22-1	8	21	17	4		100	98	96	52	44	Silty/Clayey Sand
22-2	4	21	18	3		100	96	93	53	45	Silty Sand
22-2	4	21	16	5		100	96	92	48	39	Silty Sand
22-2	7	27	17	10	100	98	92	88	59	55	Sandy Clay
22-3	2-3	NP	NP	NP		100	90	83	28	18	Silty Sand
22-3	10-11	34	19	15		100	99	97	75	68	Sandy Clay
2019 INVESTIGATION (Western Shoreline) - In Basin Sediments											
3	5	NP	NP	NP	0	100	97	94	38	18	Silty Sand
11A	10	26	14	12	0	100	96	94	54	41	Clayey Sand
12A	3	40	19	21	0			100	86	77	Lean Clay w/ Sand
2019 INVESTIGATION (Western Shoreline) In-Basin Native Ground											
8	10	27	11	16		100	98	96	62	54	Sandy Lean Clay
9	15	NP	NP	NP	100	93	83	78	30	24	Silty Sand
12A	20	31	12	19		100	98	94	66	60	Sandy Lean Clay

Figure 2.2: 2024 Dredge Material Particle Size Analysis



No overburden will be removed within the deposit since the sand stratum starts immediately at the basin ground surface. The dredge will move positions in the reservoir to follow the sand deposit following the counterclockwise progression described above.

3.0 INTENDED USE OF MINED MATERIALS

Given that the materials mined from the basin are not solely sand, the process generates by-products in addition to the primary commodity. The different materials are described below:

PRIMARY COMMODITY: FINE SAND

- Fine sand consists of particles sizes ranging from a #30 sieve (0.0232 in or 0.595 mm) to a #140 sieve (0.0041 in or 0.071 mm).
- This sand is specifically intended for use in hydraulic fracturing (fracking) in the oil and gas industry.

INCIDENTAL PRODUCT #1: COARSE SAND

- This by-product includes coarse sand and occasional gravel that is generated during the screening process.
- Coarse sand can be sold as a construction material, commonly used for applications such as concrete production or other earthwork operations.

INCIDENTAL PRODUCT #2: SILT/CLAY

- This by-product comprises silts and clays that are finer than the desired frac sand.
- These materials can be sold to the construction industry for various earthwork applications, such as backfill or amended to create growth media.

4.0 MATERIAL HANDLING

The slurried material pumped from the dredge to the shoreline can be handled in three primary ways:

1. **RESERVOIR DREDGING:** Dredging will occur every year between mid-February to mid-December, weather dependent. It does not occur in the winter when freezing conditions and low reservoir levels exist. Approximately 1.3 million cubic yards (MCY) of material are dredged on an annual basis.
2. **SETTLING PONDS:** Slurry can be pumped directly into a settling pond, where it is deposited and spreads out since it is a liquid consistency. The solids are allowed to settle and drainage from an underdrain and skimmer system help to dewater the mass. The underdrain collects water that drains through the settled solids, while the skimmer helps to remove surface water. Once the solids have been sufficiently dewatered, they are excavated and moved to a stockpile. This stockpile serves either as permanent storage or as temporary storage for materials to be sold to the construction industry.
3. **HYDRO-CYCLONE:** Slurry is pumped to the hydro-cyclone via booster pumps located in the dredge operations staging area. The cyclone process separates a large portion of the solids from the water

improving the efficiency of the operation by being able to immediately place solids into a stockpile. Through the current use and configuration of the cyclone, it has become evident that the underflow carries a noticable amount of water along with the solids. As sand is deposited from the cyclone underflow, water gravity-drains into a lower containment area for further clarification. Water collected in the containment area is released into the reservoir via pipes or a trench.

4. **DEWATERING SCREEN:** In the latter part of 2025, dewatering screens will be installed at the cyclone underflow to capture materials and remove a significant portion of the water. This will allow excess water to be routed directly back to the reservoir, while the drier sand materials will be conveyed to the stockpile and placed using a radial stacker.
5. **FUTURE SAND PLANT PROCESSING:** Future plans include processing the cyclone underflow materials at an on-site sand plant. This will enable the separation of soils into specific grain sizes suitable for hydraulic fracturing operations.

4.1 SETTLING PONDS

There are five In-Reservoir (In-Res) settling ponds that are located within an outer finger of the Milton Reservoir as shown on **Drawing 18** and are identified as Pond 1A, 1B, 1C, 1D, and 1E. Ponds 1A, 1B, and 1C each have a capacity of approximately 90 ac-ft. Ponds 1D and 1C have capacities of approximately 55 and 17 ac-ft, respectively. These were constructed in 2021 in preparation for the dredge operation and consist of adjoining cells separated by low embankments. The cells are constructed such that the crest elevation of the further west basin is one foot higher than the mid cell and the mid cell is one foot higher than the eastern basin. This allows water to overflow from one cell to another when they fill with solids. When the reservoir water level falls in the winter, water drains from the base of these cells. The typical operation involves removing the materials from these basins once the materials have dewatered sufficiently to allow the material to be loaded and transported with haul trucks. Currently the In-Res basins are being excavated and transported to the West Stockpile **Drawings 07 and 10**.

After the initial year of the dredging operation, it was found that additional settling ponds were necessary to handle the volume of materials being generated from the dredge. Consequently, nine ponds were designed and four have been constructed as shown in **Drawing 15**. . The ponds are grouped as follows.

Pond 1: Located furthest north, is a single pond with a capacity of approximately 33 ac-ft.

North Pond Complex (Ponds 2, 3A, 3B, and 4) located int the northwest section of the mine area:

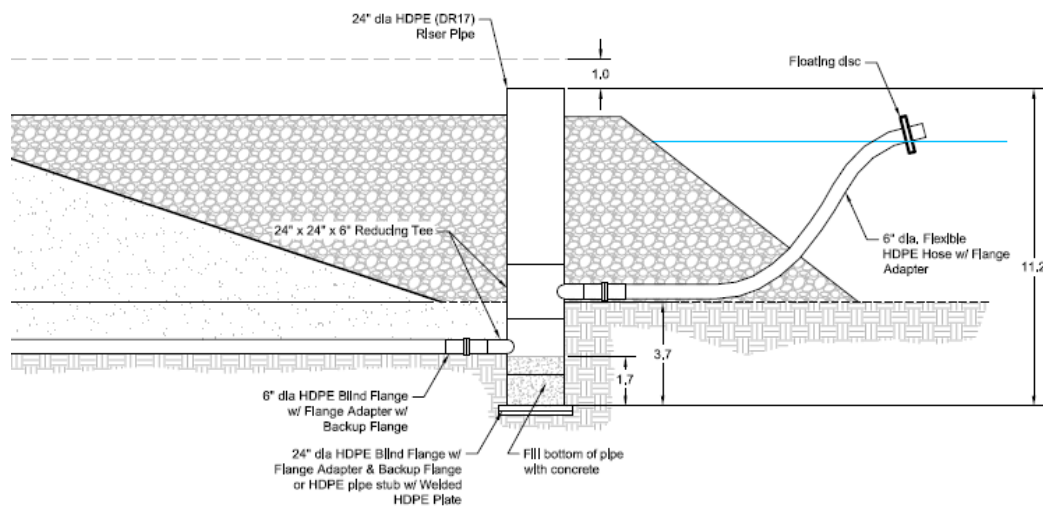
- Pond 2: Highest elevation in the complex and overflows to 3A (Capacity ~73 ac-ft).
- Pond 3A and 3B: Intermediate ponds and 3A overflows to 3B which overflows to 4. (Capacities ~85 and ~84 ac-ft, respectively).
- Pond 4: Lowest elevation; overflows back into Milton Reservoir (Capacity ~76 ac-ft).
- These ponds are interconnected via overflow spillways.

South Pond Complex (Ponds 5/6 and 7/8) located immediately south of the :

- Ponds 5 and 6: Connected with an overflow (Each pond has a capacity of ~62 ac-ft).
- Ponds 7 and 8: Connected with an overflow (Each pond has a capacity of ~60 ac-ft).
- Ponds cannot be continuously connected due to an oil and gas line interference.

The ponds are irregularly shaped to follow the existing topography and facilitate water cascading from one pond to another through an overflow spillway. The ponds are configured to avoid oil/gas pipelines and workings and to optimize cut/fill to the extent possible. Embankments are limited to approximately 10 feet high, have 3H:1V upstream slopes and 3H:1V downstream slopes with a 20-foot-wide crest. Embankments are constructed of compacted fill materials placed in thin lifts. The downstream slopes of the existing ponds were seeded and hydro mulched to provide a vegetative cover to reduce wind erosion. Any new ponds will be completed in this same manner. The ponds are designed with drain systems where water can be removed from the basins via a flexible hose attached to a riser pipe that has an outlet pipe that extends under the embankment and ultimately back into the reservoir. A schematic of the outlet is provided in **Figure 4.1**.

Figure 4.1: Settling Pond Outlet Schematic



4.2 STOCKPILES

Stockpiles have been strategically positioned within the mine area to make use of available space and maximize the amount of storage. The layouts include working around, providing sufficient buffer for, and allowing access to the oil/gas well sites that are located within the area as shown on **Drawing 03**. Ultimately, the objective is to sell the dredged materials, however, if the demand falls short of the amount produced, stockpile storage will be necessary. Consequently, the stockpile will be constructed as needed

to contain the materials being removed and not sold. The stockpiles will be developed to form a stable configuration with final side slopes no greater than 3H:1V.

The plan includes six stockpiles, as illustrated in **Drawings 09, 10, and 11**. **Table 4.1** provides the available volume, approximate maximum height, and footprint area for each stockpile. **Figure 4.2** shows the initial development of Stockpile N1 and the process of dozing cyclone underdrain sands into the pile.

Figure 4.2: Stockpile Development Constructed from Cyclone Underflow



Table 4.1: Stockpile Geometry

Stockpile	Available Volume (cy)	Approx. Maximum Height (ft)	Area (ft ²)	Area (acres)	Perimeter Length (ft)	Comments
Stockpile 1	700,000	60	790,000	18.1	4,500	Filled 2021 - 2024
N1	4,300,000	110	2,400,000	55.1	8,300	Partially Filled 2024
N2	740,000	90	520,000	11.9	3,000	
N3	11,200,000	150	3,700,000	84.9	8,000	
N4	7,300,000	180	2,240,000	51.4	5,500	
West	1,300,000	40	1,500,000	34.4	9,800	Partially filled 2024
TOTAL	25,540,000		11,390,000	256		

4.3 FUTURE SAND PLANT OPERATION (PRELIMINARY)

The sand plant will have stages to produce an end product of sand with particles between the #30 and #140 sieve size. Preliminary planning and design are currently in progress. The following is the basic description of the future sand plant. The final design will be submitted under separate cover when the design is complete. A general description of the intended plan is included below.

STAGE 1: VELOCITY REDUCER AND OVERSIZE REMOVAL

1. Velocity Box: The flow from the dredge will first enter a velocity box. This component reduces the speed of the flow, allowing for more controlled feeding into Stage 2.
2. Oversize Material Removal: From the velocity box; The feed material will then be spread over a 3/8" screen. This screen effectively separates oversize materials, such as sticks, clay balls, and gravel.
3. Slurry Mixing Tank Entry: All material passing the initial oversize screening system will enter the slurry mixing tank, which helps to regulate and stabilize the flow of material.
4. Material Separation:
 - Minus 3/8" Material: The fine material (less than 3/8") will be pumped to Stage 2 for further processing.
 - Plus 3/8" Material: The larger particles, which typically constitute less than 1% of the total feed, will be set aside and placed in a stockpile for later use or placed in a permanent stockpile.

STAGE 2: COARSE SCREEN SYSTEM.

1. Coarse Screen: The minus 3/8" material from Stage 1 will be fed into the coarse screen system, which uses a + #30 sieve.
2. Separation Process: This stage targets the separation of coarse sand and possibly pea gravel from finer materials. The coarse screen will allow for effective segregation based on particle size, ensuring that only the desired materials proceed further in the processing chain.
3. Output: The outputs from this stage may include usable coarse sand and gravel, which can be directed to stockpiles or further processed depending on quality and application requirements. Over 30mesh material will be deposited on a belt while the under 30mesh is hydraulically transported to stage 3 for final separation.

STAGE 3: FINE SCREEN SYSTEM.

1. Feed: This stage will process the output from Stage 2, which includes materials that are #30 sieve size and finer.
2. Separation of the feed material begins with a bank of hydro-cyclone separators designed to "cut" the material at 140mesh; finer material will exit the overflow and coarser material will be deposited onto a dewatering screen.

3. **Marketable Product:** The end product is the frac sand, which will consist of particles sized between #40 and #140. This specific range is typically used in hydraulic fracturing.
4. **Conveyor System:** The marketable frac sand will then be output onto a conveyor belt, which transports it to a load-out stockpile for storage. This area is specifically designed for temporary storage before the sand is loaded onto transport trucks.
5. **Water and Fines Discharge:** Water and any materials finer than the #140 sieve will be directed to settling ponds. This will help liberate water and allow for the settling of fine particles.

The initial phase will consist of clearing, grubbing, and grading the sand plant area for construction of the plant. The foundation of the sand plant will be a reinforced concrete pad. Between the concrete pad and the native surroundings/vegetation the area will be stabilized with gravel. The design of the sand plant, concrete foundation/slab, and conveyors are in progress and will be provided under separate cover when the design is complete.

4.4 TOPSOIL

The “A” horizon topsoil (approx. top 4-inches of surface material) will be salvage and stockpiled prior to construction of future settling ponds, the sand plant, and stockpiles. Two designated topsoil stockpile areas will be located on-site: (1) northwest of the West Stockpile next to the north-south haul road, and (2) adjacent to the Platte Valley Canal, north of Beebe Draw Farms Parkway (**Drawing 03**). The topsoil stockpile will be developed with an overall slope angle of 3H:1V as it is loaded. Water will be applied to the surfaces of the stockpile as needed to control dust during active placement of material. To ensure the stockpile is not eroded when topsoil is not being placed or removed, the stockpile will be vegetated per the procedures and seeding/mulching process provided in the Reclamation Plan. Once all the topsoil has been used for revegetation of the disturbed areas, this area will be graded to match the existing topography and scarified in preparation for seeding and mulching per Exhibit E – Reclamation Plan.

5.0 PROJECT TIMEFRAME

The current plan involves removing the maximum amount of material from the reservoir while ensuring proper drainage across the basin and into the low-level outlet conduits, allowing the reservoir to be emptied, if necessary. At the current dredging production rate, the sediment removal process will take approximately 20 years. However, if any economic, business, or permitting changes occur that render the project no longer feasible, operations may be suspended at any time. Plans have been developed assuming the operation is viable for complete removal of materials from the reservoir but in a way that earlier termination is not detrimental. The plans have been organized to illustrate existing conditions, and general mining operations throughout the project. Below is a summary of work activities in these time frames.

EXISTING AND PRE-SAND PLANT OPERATIONS

- Dredging will occur from mid-February through mid-December with a production rate of approximately 1.3 MCY per year.

- Dredged materials will be directed to the hydro-cyclone on the north side of the reservoir where it currently resides for separating solids and water.
- Solids from the cyclone will be stockpiled in the north stockpiles. The current plan is to maximum filling within N1 before filling in another stockpile.
- Currently water carried with the underflow will be routed to a basin located directly east of the N1 Stockpile and then piped back into the Milton Reservoir. Water will be transported to a natural depression on the east end of the N1 Stockpile (**Drawing 08**). Containment embankments, constructed along the outer rim of the depression, will contain the maximum water surface elevation, determined by the outflow pipes to the Milton Reservoir. The embankments were constructed of compacted fill placed in thin lifts and are geomembrane lined on the upstream slopes. Water will outlet the pond via two 24-inch diameter HDPE pipes that routes water to the Milton Reservoir.
- An additional step to dewater the cyclone underflow materials will be added to the operation once the necessary equipment becomes available. This step involves directing the material to dewatering screens positioned near the cyclone underflow discharge area to further reduce moisture content. Excess water from the screening operation will be routed to the Milton Reservoir, and the drier sand will be conveyed to higher elevations in the N1 Stockpile and placed using a radial stacker.
- The stockpile configuration shown on **Drawings 08 and 09** can accommodate the total volume of material expected to be dredged prior to the sand plan becoming operational.
- The cyclone overflow, which is primarily water, will be piped to the reservoir or to settling ponds.
- Materials from the settling ponds will be transferred to the West Stockpile or Stockpile 1 as needed.
- Planning and designing the sand plant will continue.
- Materials will be sold to customers if the opportunity arises.
- Third party trucks will enter and exit from the main mine entrance.

FUTURE OPERATIONS

- The sand plant will be operational.
- Dredging will occur from mid-February through mid-December annually with an average production rate of 1.3 MCY per year.
- Until the sand plant is running, dredged materials will continue to be routed to the hydro-cyclone similar to 2025 operations.
- The stockpile configuration shown on **Drawing 10** the north stockpile (in addition to the West and Stockpile 1) can accommodate the total volume of material expected to be dredged. The actual volume of dredged materials in the stockpiles will depend on the quantity sold. The stockpile

layout shown on **Drawing 10** conservatively assumes that no material will be sold. Selling the materials is a key objective of this project, so it is anticipated that the stockpiles will be significantly smaller than depicted in the drawings.

- Normal operations when the sand plant is operational (current plan):
 - Materials from the stockpiles will be fed to the sand plant.
 - The sand plant will segregate the materials into the desired particle sizes. Oversize materials will be placed into stockpiles. Water and fines will be pumped to the settling ponds.
 - After dewatering the solids, materials will be extracted from the settling ponds and placed in one of the site stockpiles. These materials will primarily consist of particles smaller than #200 sieve size and are likely to contain a significant amount of clay. As a result, these materials could be beneficial and marketable for projects requiring low permeability materials.
 - The current plan is to transport the primary product (sand) from the sand plant to a load-out stockpile using a conveyor system equipped with a radial stacker.
- Operations when the sand plant is not operating (current plan):
 - The dredging, cyclone, filling, and dewatering processes will be similar to those currently in use with the addition of the dewatering screens.
 - The hydro-cyclone will be relocated as needed to enhance logistics and efficiency in material handling.
- Third party trucks will enter and exit from the main mine entrance (Southwest access - intersection of WCR 32 & Cavanaugh Rd).

6.0 HAUL ROADS

The site will be traversed with primarily light vehicle pickup trucks and haul trucks. The roads will be used occasionally by large equipment when moving within different areas of the site. Haul roads as shown on **Drawings 06 and 07** include a primary haul route that extends the entire north-south length of the project area along the west side of the reservoir and another road along the north side of the reservoir from the Platte Valley Canal to the northwest end of the dam. Both of these existing roads have been improved for use by large equipment. The roads are approximately 20 feet wide and gravel surfaced. A second bridge has been installed over the Platte Valley Canal to handle heavy equipment (mine and O&G traffic) transversing between the north-south road and east-west sections of road.

The north-south road has been and will continue to be used when removing materials from the settling ponds and transporting them to Stockpile 1 or the West Stockpile. The east-west road will continue to be used to access and move material from the north stockpiles (N1 thru N4) to Stockpile 1 or the West Stockpile, and to access the dredge operations staging area. These roads have historically, currently, and

into the future will continue to be used by larger vehicles/equipment to support dam maintenance and by oil/gas companies that have infrastructure in the area.

Off-site transport trucks entering the mine to load out stockpiled materials will enter in the southwest corner of the mine site (intersection of WCR 32 & Cavanaugh Rd). The proposed sand plant is sited in this area such that materials produced by the mining operation can be efficiently loaded into trucks and transported off site without having to enter a significant portion of the mine. The proposed sand plant and load out area are shown on **Drawing 10**.

The proposed change to southwest access (existing access) is to move the gate further onto the property allowing tractor trailers a longer length of area to stop without impeding WCR 32 and Cavanaugh Road (WCR 43) in the event the gate is closed when entering the property or to be closed/locked when exiting the property. In addition, FRICO will be installing 300 feet of asphalt for access onto WCR 32 and Cavanaugh Road (WCR 43). The asphalt surface will be installed to reduce the tracking of mud and other materials onto WCR 32 and Cavanaugh Road (WCR 43).

The road shown along the east side of the reservoir is an existing gravel road that is used by the boating community that has several spots along the shoreline in this area. This road has been removed from the original plans to be used as a haul route for the mine operation. No mine operations are proposed for the east side of the reservoir.

7.0 EROSION AND SEDIMENT CONTROL

During the mining phase, interim sediment control BMPs (ED/DS, ST, and SB) will be installed to manage sediment and erosion. Water will be applied to the surfaces of the stockpile areas as needed to control dust during active placement of material. Stockpile perimeter control will consist of installing earthen dikes/drainage swales (ED/DS) around the stockpiles to intercept stormwater runoff directing the runoff to a sediment trap (ST) constructed at a low point on the perimeter. Stormwater accumulated in the sediment traps will be directed to the reservoir by gravity through low-level drainage pipes.

Stockpiles will be developed by placing material in lifts starting at the furthest end and working back. The stockpile slopes and top areas will be stabilized using an environmentally friendly biodegradable water resistant soil binder (SB) to control wind and water erosion as the lifts are being developed. Once material is done being placed and awaiting processing through the sand plant, the stockpile slopes and top areas will be temporarily vegetated. In the interim, if there are extreme weather conditions that are inhibiting seed growth, an environmentally friendly biodegradable water resistant SB will be applied to prevent erosion and provide a protective barrier. These areas will be monitored monthly and additional SB applied, as needed.

In the final construction phase, permanent stockpile slopes will be developed with an overall angle of 3H:1V as the final configuration, resulting in a roughly graded outer surface. To facilitate reclamation, these slopes will need to be further graded to establish more uniform contours that align with the existing

topography. Once the slopes have been roughly graded, they will be scarified in preparation for seeding and mulching. Reclamation details are provided in Exhibit E – Reclamation Plan.

BMPs will be designed, installed, and maintained in accordance with the Mile High Flood District, Urban Storm Drainage Criteria Manual: Volume 3 Best Management Practices, March 2024 and manufacturer recommendations.

8.0 PROPOSED MINING OPERATIONS SIGN LOCATIONS

In accordance with Rule 1.6.2(1)(b) the mine notice (sign) was posted on November 5, 2024 at the five entrances into Milton Reservoir. The locations are shown on **Drawings 06 and 07** and the latitudes longitudes of each location are provided below.

Southwest Entrance Gate - Lat: 40.218210 Long: -104.659123

South Entrance Gate - Lat: 40.209154 Long: -104.641359

East Entrance Gate #1 - Lat: 40.232695 Long: -104.623289

East Entrance Gate #2 - Lat: 40.232461 Long: -104.623241

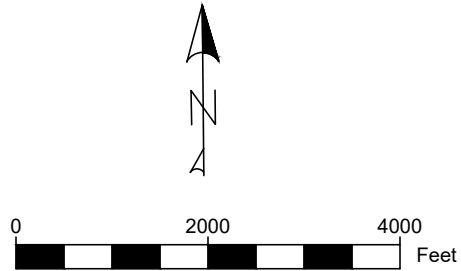
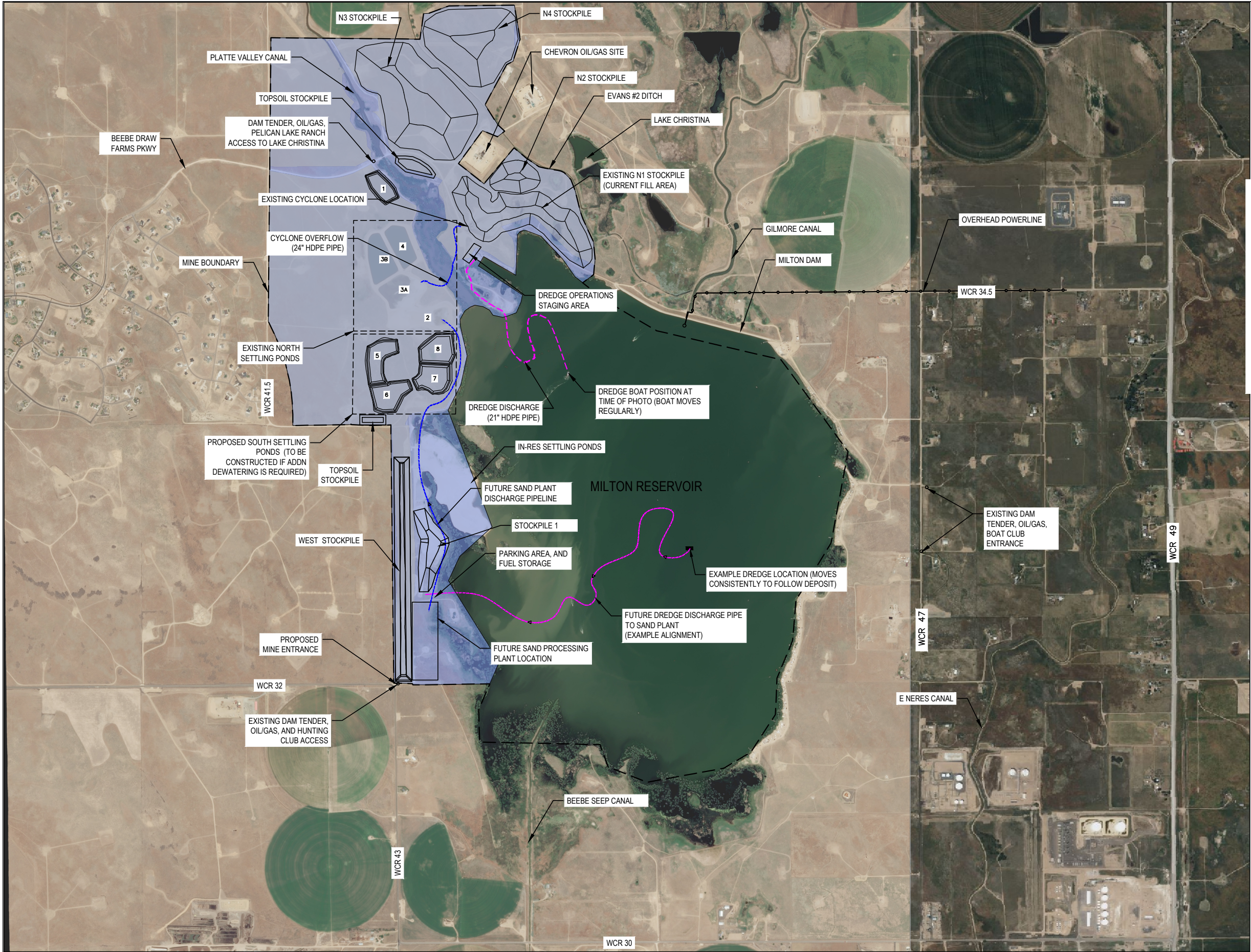
East Entrance Gate #3 - Lat: 40.229016 Long: -104.621193

9.0 REFERENCES

Arnold and Gibbons (1996) and Pikes Peak Area Council of Governments (2005).

Colorado Division of Water Resources (DWR 2019), “Colorado-New Mexico Regional Extreme Precipitation Study REPS Tool and Met Portal PF Tool Interim Use Guidance Document,” State of Colorado. Version: January 15, 2019.

Colorado Division of Water Resources (DWR 2022), “Guidelines for Hydrological Modeling and Flood Analysis,” State of Colorado. Version: January 2, 2022.



NOTES:

1. MATERIALS IN THE N1 STOCKPILE WERE GENERATED FROM THE CYCLONE UNDERFLOW SOILS. MATERIALS WERE PUSHED AND WORKED INTO THE AREA USING EARTHMOVING EQUIPMENT.
2. MATERIALS FROM THE DREDGE AND UNDERFLOW FROM THE CYCLONE WERE DEPOSITED IN SETTLING POND 2 IN 2023. MATERIALS ARE WERE MOVED TO STOCKPILE 1 AND THE WEST STOCKPILE.
3. MATERIALS FROM THE CYCLONE UNDERFLOW WERE DEPOSITED IN SETTLING POND 3A IN 2024. MATERIALS ARE CURRENTLY DRYING AND, ONCE SUFFICIENTLY DEWATERED, WILL BE MOVED TO STOCKPILE 1 AND THE WEST STOCKPILE.
4. STOCKPILE SIZE AND USE WILL DEPEND ON AMOUNT OF DREDGED MATERIAL SOLD.

LEGEND:

- AFFECTED LAND
- PERMIT BOUNDARY
- PROPOSED STOCKPILE
- PROPOSED SETTLING POND



REV	DATE	DESCRIPTION
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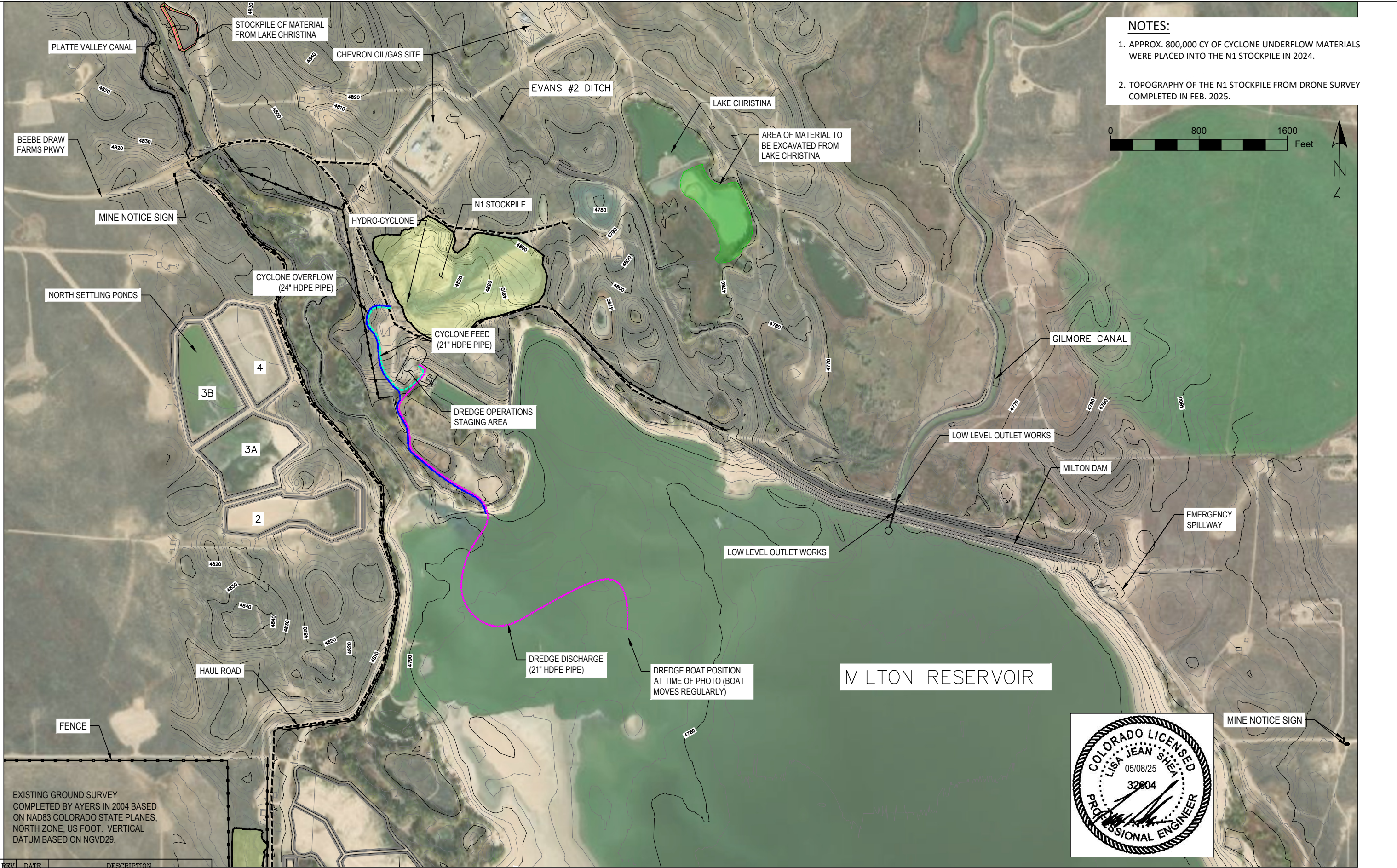
ECOLOGICAL RESOURCES CONSULTANTS, LLC
12345 W ALAMEDA PARKWAY SUITE 206
LAKEWOOD, CO 80228

FARMERS RESERVOIR AND
IRRIGATION COMPANY (FRICO)

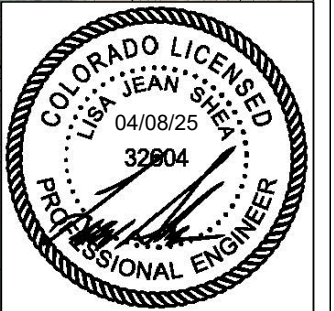
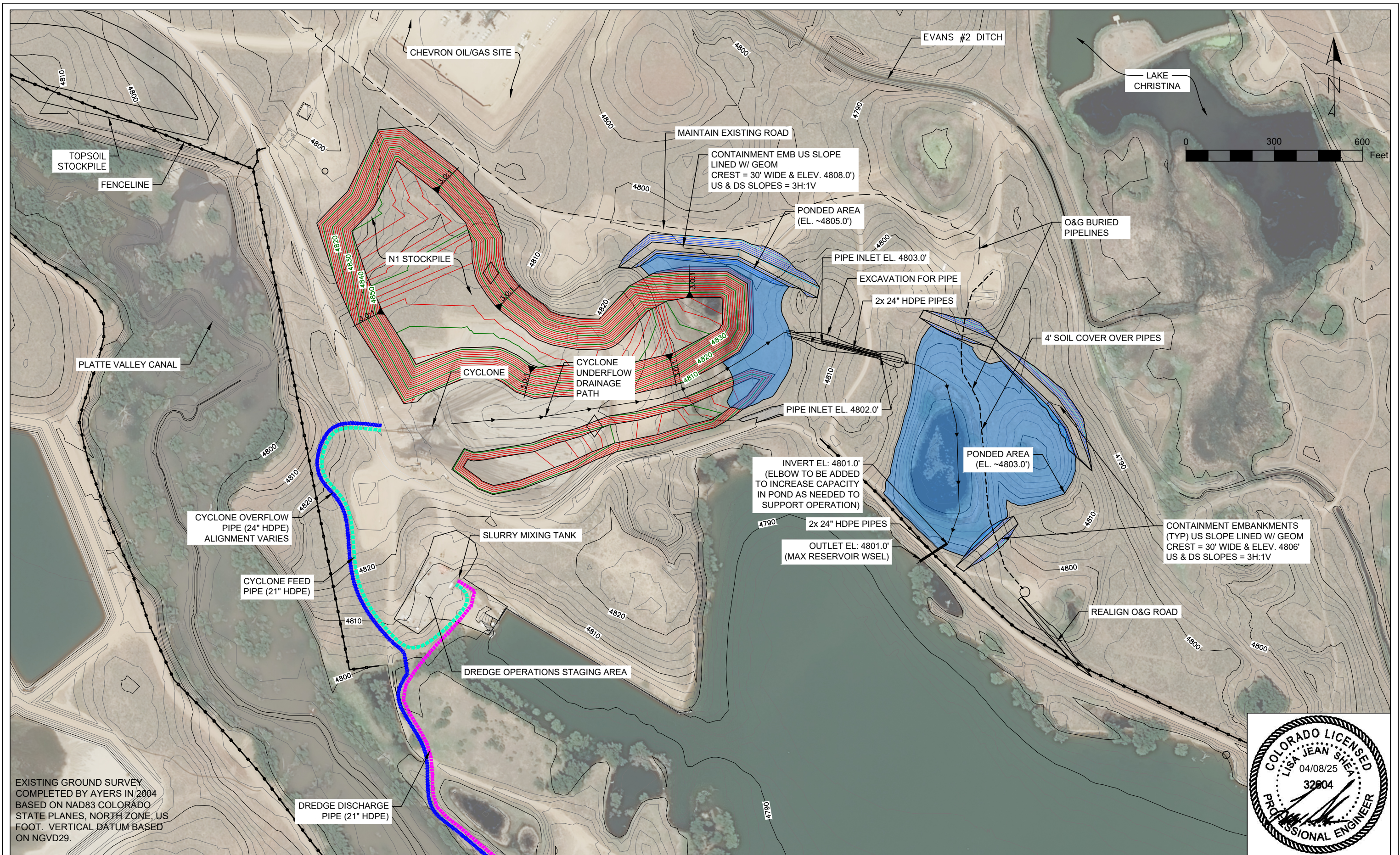
FARMERS SAND

MINE GENERAL ARRANGEMENT

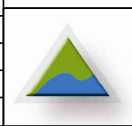
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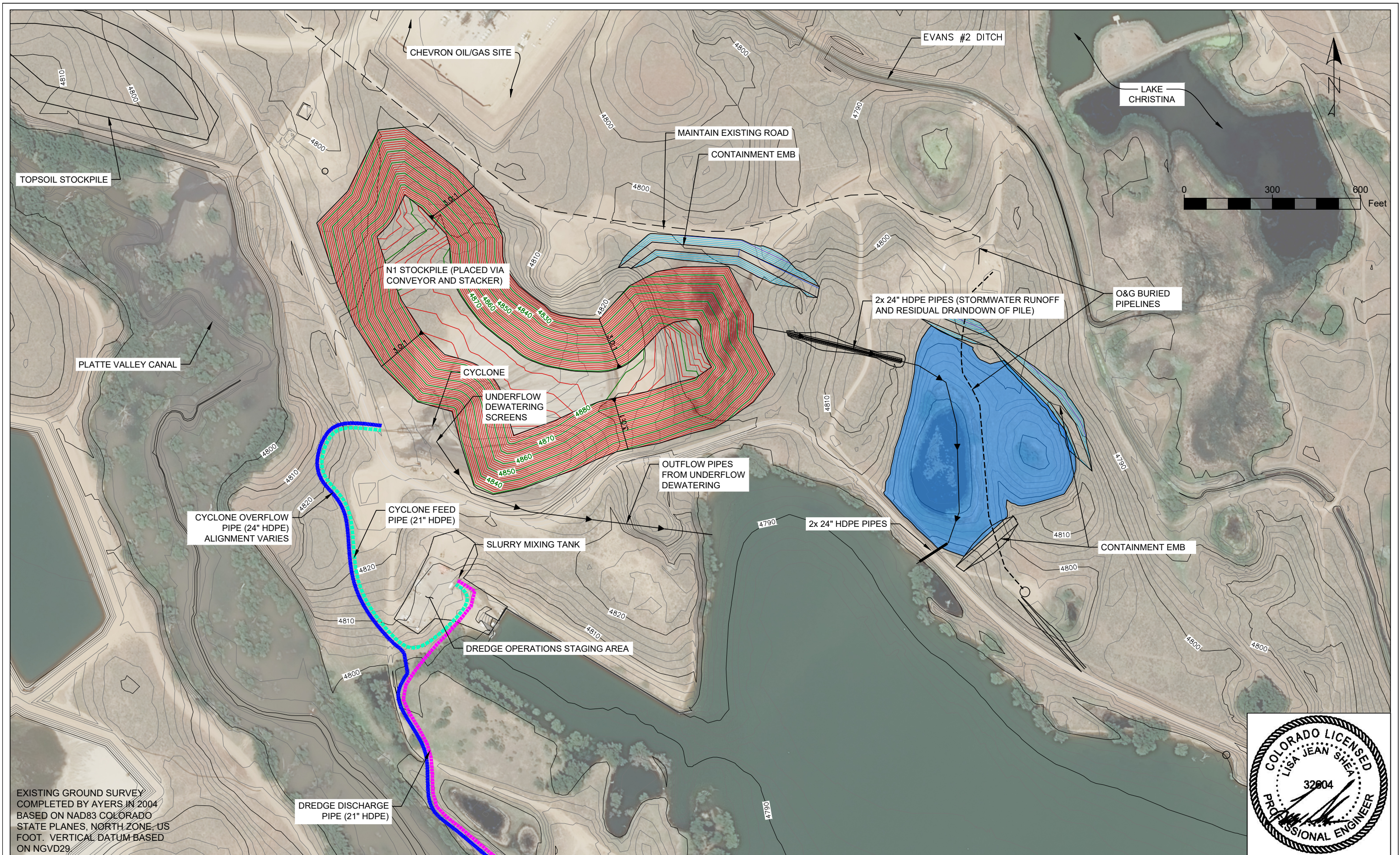
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B	03/2025	RE-ISSUED FOR PERMITTING					
A	12/2024	ISSUED FOR MINE PERMIT					



REV	DATE	DESCRIPTION
C	05/2025	RE-ISSUED FOR PERMITTING
B	03/2025	RE-ISSUED FOR PERMITTING
A	12/2024	ISSUED FOR MINE PERMIT



PREPARED BY ECOLOGICAL RESOURCES CONSULTANTS, LLC 12345 W ALAMEDA PARKWAY SUITE 206 LAKEWOOD, CO 80228	CLIENT FARMERS RESERVOIR AND IRRIGATION COMPANY (FRICO)	PROJECT FARMERS SAND	TITLE MID 2025 PLAN NORTH SIDE	DRAWING 08
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REV	DATE	DESCRIPTION
B	05/2025	RE-ISSUED FOR PERMITTING
A	11/01/24	ISSUED FOR MINE PERMIT



PREPARED BY
ECOLOGICAL RESOURCES CONSULTANTS, LLC
12345 W ALAMEDA PARKWAY SUITE 206
LAKEWOOD, CO 80228

CLIENT

**FARMERS RESERVOIR AND
IRRIGATION COMPANY (FRICO)**

PROJECT

FARMERS SAND

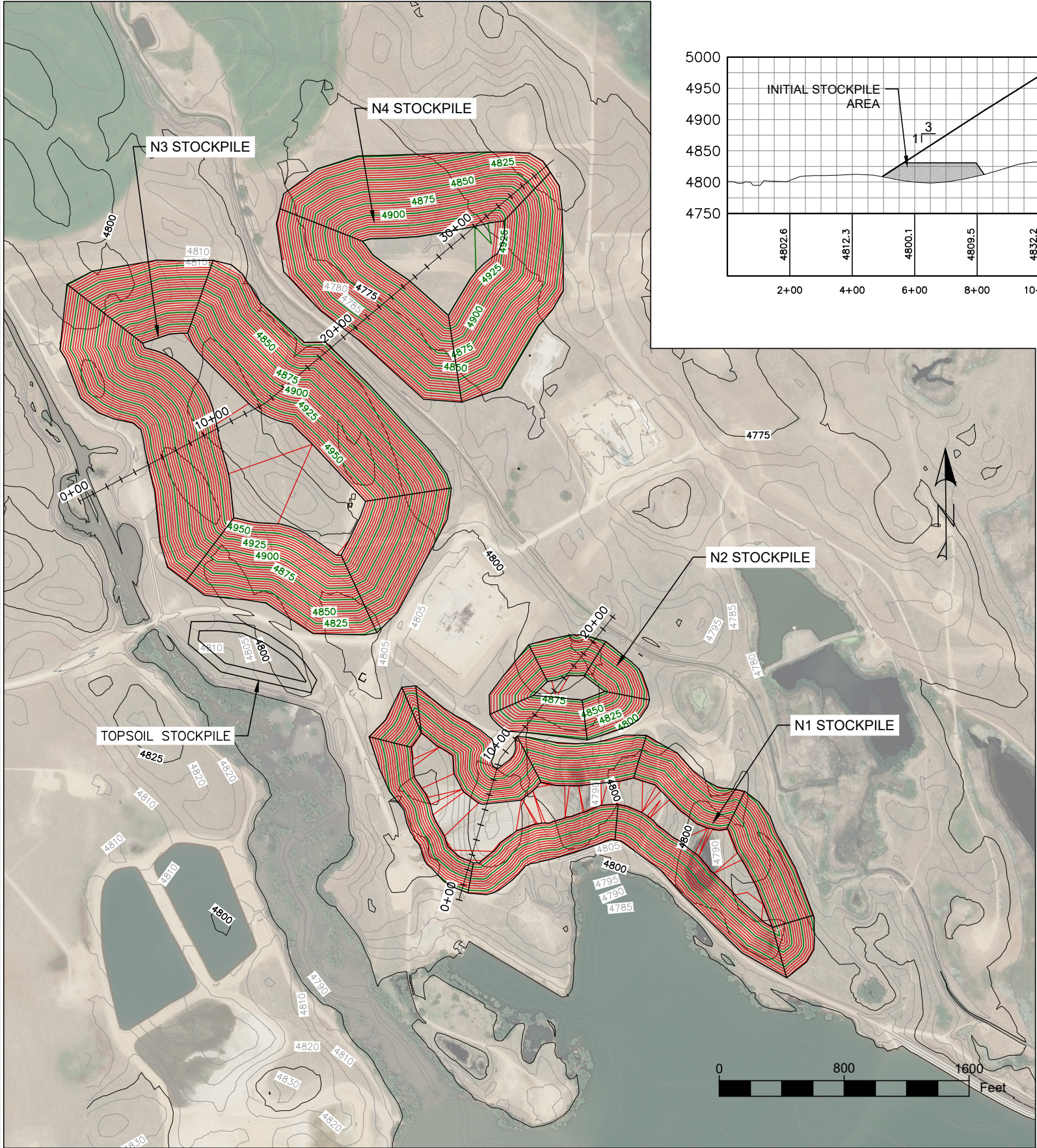
TITLE

**END OF 2025 PLAN
NORTH SIDE**

SHEET

09

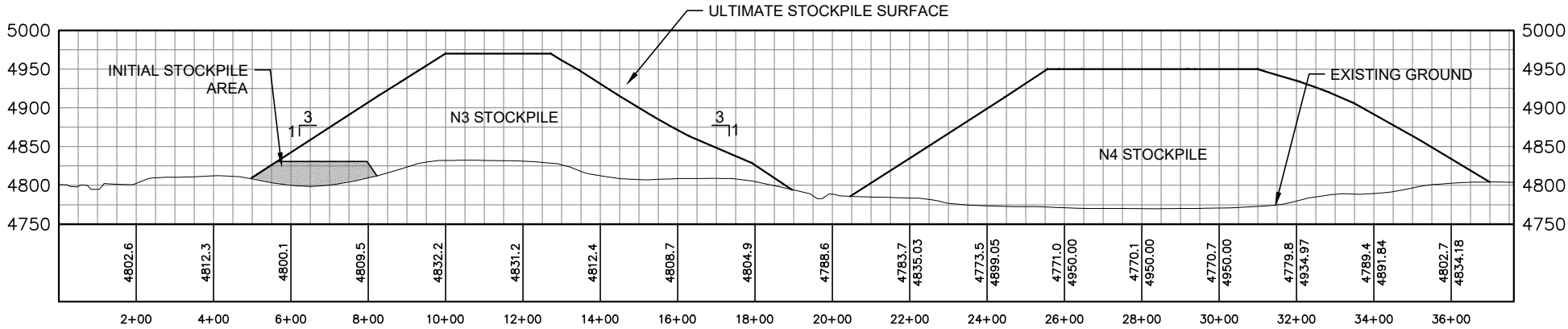




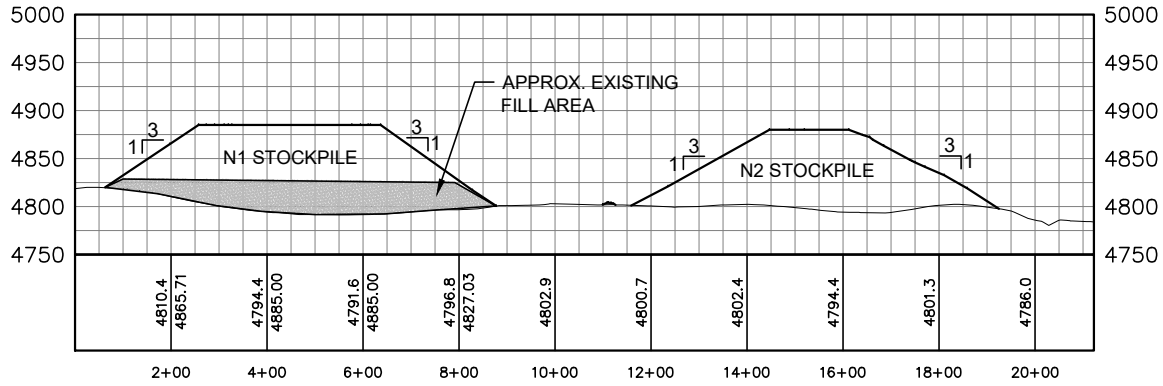
REV	DATE	DESCRIPTION
C	05/2025	RE-ISSUED FOR PERMITTING
B	03/2025	RE-ISSUED FOR PERMITTING
A	12/2024	ISSUED FOR MINE PERMIT



PREPARED BY ECOLOGICAL RESOURCES CONSULTANTS, INC 225 UNION BLVD. SUITE 325 LAKEWOOD, CO 80228	CLIENT FARMERS RESERVOIR AND IRRIGATION COMPANY (FRICO)	PROJECT FARMERS SAND	TITLE NORTH STOCKPILE PLANS & PROFILES ULTIMATE CONFIGURATION	DRAWING 11
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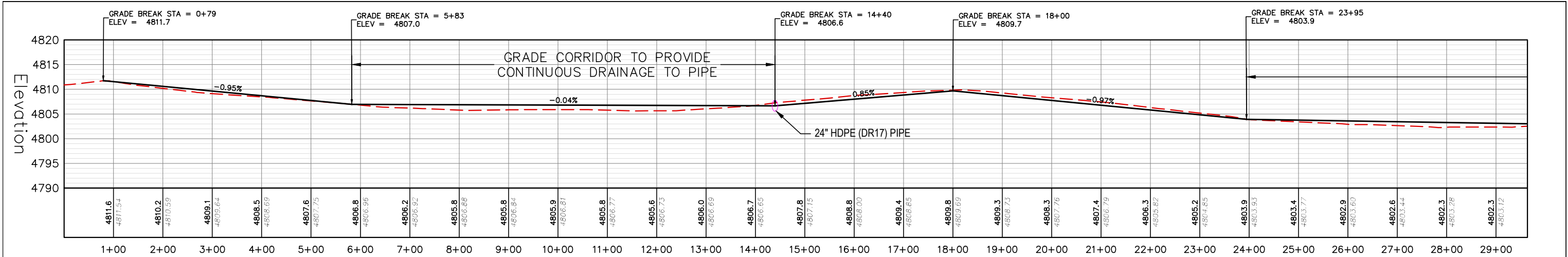


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VERTICAL EXAGGERATION: 5X

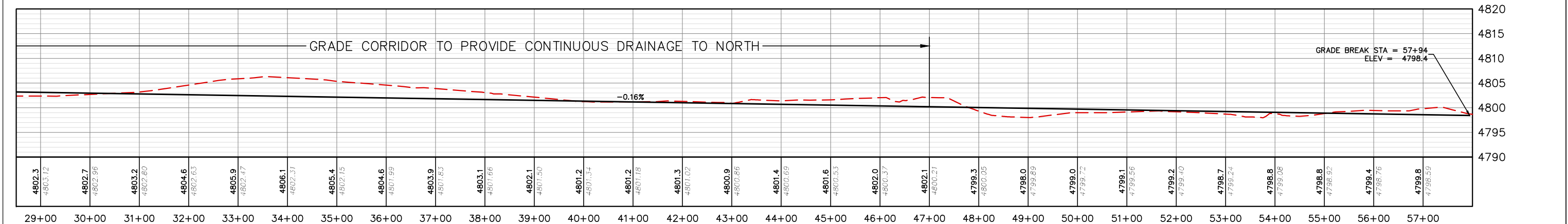


SECTION THRU N1 & N2 STOCKPILES
VERTICAL EXAGGERATION: 5X

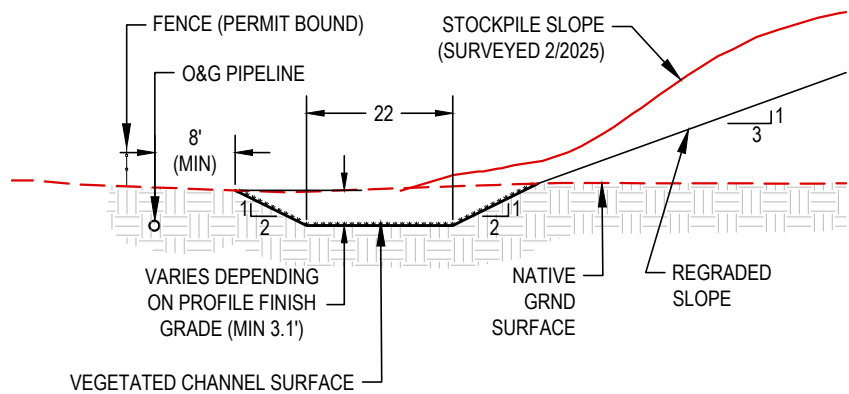




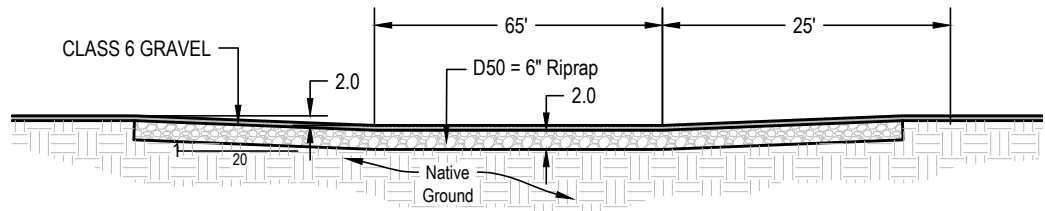
WEST STOCKPILE WEST TOE PROFILE
Scale: 1H:10V



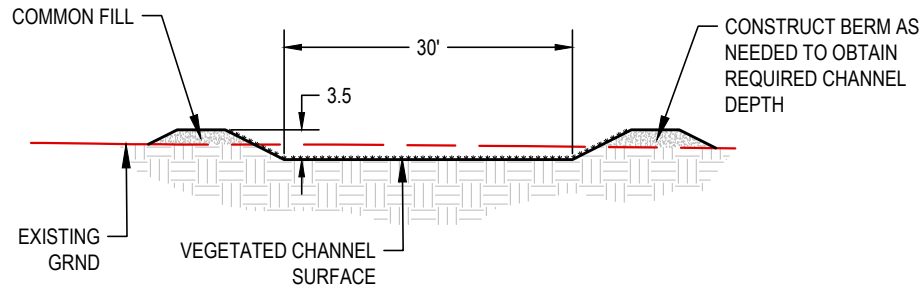
WEST STOCKPILE WEST TOE PROFILE
Scale: 1H:10V



STA 31+00 TO 44+00 CHANNEL SECTION
Scale: 1:1



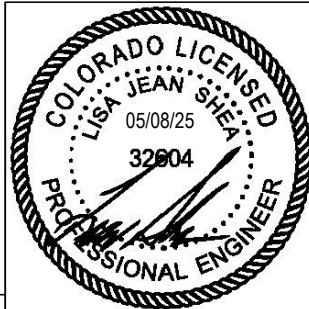
ROAD CROSSING PROFILE
Scale: 1:1



STA 44+00 TO 58+00 CHANNEL SECTION (EXCEPT ROAD CROSSING)
Scale: 1:1

NOTES:

- FRICO IS CURRENTLY WORKING WITH THE STATE LAND BOARD—THE PROPERTY OWNER OF THE AREA WEST OF THE WEST STOCKPILE—TO OBTAIN AN EASEMENT THAT WOULD ALLOW RUNOFF TO TEMPORARILY POND ON THEIR LAND. THE SOILS IN THIS AREA HAVE A HIGH SAND CONTENT, WHICH SUGGESTS A HIGH INFILTRATION RATE. AS A RESULT, ANY INUNDATED AREAS ARE EXPECTED TO DRAIN AND RECEDE QUICKLY. IT IS ALSO PROBABLE THAT RUNOFF FROM INFREQUENT STORMS WOULD FULLY INFILTRATE EVEN WITHOUT SURFACE DIVERSIONS.
- IF A FLOODING EASEMENT IS OBTAINED, THE DRAINAGE PLAN SHOWN HEREIN WILL NOT BE NECESSARY. HOWEVER, IF THE EASEMENT IS NOT SECURED, THE DRAINAGE SYSTEM DESCRIBED IN THIS PLAN WILL BE IMPLEMENTED.
- THE DRIVE-THROUGH DIVERSION SWALE WILL BE CONSTRUCTED REGARDLESS OF THE OUTCOME OF THE EASEMENT DECISION.



REV	DATE	DESCRIPTION		PREPARED BY ECOLOGICAL RESOURCES CONSULTANTS, LLC 12345 W ALAMEDA PARKWAY SUITE 206 LAKEWOOD, CO 80228	CLIENT FARMERS RESERVOIR AND IRRIGATION COMPANY (FRICO)	PROJECT FARMERS SAND	TITLE WEST STOCKPILE DIVERSION PROFILE & SECTIONS 1	DRAWING 13
B	04/2025	RE-ISSUED FOR PERMITTING						
A	03/2025	ISSUED FOR PERMITTING						

EXHIBIT D
RECLAMATION PLAN

MILTON RESERVOIR

**FARMERS SAND
RECLAMATION PLAN**

Revised May 2025

PREPARED FOR:

Farmers Reservoir Irrigation and Company (FRICO)

PREPARED BY:



ECOLOGICAL RESOURCE CONSULTANTS, LLC
12345 W ALAMEDA PARKWAY
LAKEWOOD, COLORADO 80228

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Appendices

Appendix A - Weed Management Plan

1.0 INTRODUCTION

Milton reservoir is a plains reservoir fed by surface water diversions from the South Platte River through the Platte Valley and Beebe canals. Milton Reservoir, which is an artificial man-made reservoir, was constructed to regulate and store water for irrigation. The reservoir is owned and operated by Farmer's Reservoir and Irrigation Company (FRICO). FRICO also owns the land surrounding the reservoir.

Since its original construction in the early 1900s, the reservoir has accumulated a significant amount of sediment conveyed with inflows that enter the reservoir. In 2019, a geotechnical investigation was completed in the reservoir for the purpose of estimating the thickness of the sediments and evaluating the properties of deposited sediments and the native materials beneath. Sediments, consisting of primarily silty to lean clayey sands were found in thicknesses ranging from 3 feet to 10 feet thick. It is estimated that the accumulated sediments have resulted in approximately 4,000 to 8,000 acre-feet of lost reservoir capacity. FRICO started removing these sediments in November 2021 and will continue the removal process for 20 years.

The sediment removal process consists of using a dredge equipped with a cutter head and suction. The solids are removed as a slurry (approximately 20% solids) from the lake bottom and pumped through a large diameter pipeline to either the settling ponds or the cyclone where the dredge materials are dewatered prior to placing them in stockpiles.

2.0 RECLAMATION PLAN

The disturbed areas that will require reclamation consist of stockpiles, settling ponds, sand plant, dredge operations staging area, and haul roads. Revegetation was selected as the type of reclamation for the stockpiles, settling basins, and sand plant, and dredge operations staging area since these areas consisted of native grasses prior to the mining operations. Permanent roads which have been used during mining operations are also used for daily use of larger vehicles/equipment to support dam maintenance and by oil/gas companies for access to infrastructure. These roads are routinely graded and graveled and will continue to be maintained as such through the mining operations and after mining is completed to support operations and maintenance at the reservoir. There are approximately 379 acres of revegetation and 8-acres of permanent roads. The locations of the settling ponds, stockpiles, sand plant, dredge operations staging area, and haul roads are presented on Exhibit F – Reclamation Plan Map, Sheets R-1 thru R3.

2.1. VEGETATION EARTHWORK PLAN

2.1.1. SETTLING PONDS

Scenario 1: Prior to the closure of mining operations, it is likely that the settling ponds will be backfilled with materials excavated from the reservoir basin. If this occurs, reclamation will involve grading the backfilled surfaces to restore the area's contours, ensuring they blend seamlessly with the natural topography. The inter-berms between the ponds will also be integrated into the overall landscape, and the entire area will be seeded and mulched to encourage regrowth of native vegetation.

Scenario 2: The pond will be drained, and the surrounding embankments will be cut down. The area will then be regraded to contours that blend with the surrounding landscape. Finally, it will be seeded and mulched to promote the regrowth of native vegetation.

2.1.2. STOCKPILES

The stockpile slopes will be developed with an overall angle of 3H:1V as the final configuration, resulting in a roughly graded outer surface. To facilitate reclamation, these slopes will need to be further graded to establish more uniform contours that align with the existing topography. Once the slopes have been roughly graded, they will be scarified in preparation for seeding and mulching.

2.1.3. SAND PLANT

The sand plant will be dismantled and removed from the site. In addition, the sand plant foundation/concrete base slab and surrounding gravel base will be removed and transported to a recycle facility. The ground surface will be graded to match the existing topography and scarified in preparation for seeding and mulching.

2.1.4. DREDGE OPERATIONS STAGING AREA

The construction trailer, Conex's, and fuel tanks will be removed from the site. In addition, the asphalt and 8,000-gallon concrete containment structure will be demolished and transported to a recycle facility. The ground surface will be graded to match the existing topography and scarified in preparation for seeding and mulching.

2.1.5. FINAL GRADING

Final grading of stockpile slopes will be 3H:1V. Settling basins, sand plant, and dredge operations staging area final grades will be restored to blend in with the existing/surrounding topography. Final grading will be accomplished using a dozer and/or grader, as applicable.

2.2. VEGETATION PLAN

The Site is situated within the Great Plains ecoregion at an approximate elevation of 4,800 feet above mean sea level (AMSL). The landscape within the Site surrounding the open water reservoir predominantly consists of Western Great Plains Sandhill Steppe (22%), Western Great Plains Shortgrass Prairie (10%), Cultivated Cropland (7%), and Pasture/Hay (7%). Smaller portions of upland habitat comprise less than 1% of the total area and include Inter-Mountain Basins Playa, Disturbed/Successional Shrub Regeneration, and Developed Open Space. Vegetated wetland habitat mapped within the site comprises less than 1% of the total land cover and includes a few small pockets of fringe habitat along the dam which are characterized by the Western Great Plains Floodplain, and Western Great Plains Riparian Woodland and Shrubland vegetation communities.

The vegetation plan was developed so a single seed mix can be used throughout to establish ground cover quickly, minimize weed infestation, and stabilize the soil to reduce wind and water erosion with minimal maintenance.

2.2.1. SOIL CHEMISTRY

Understanding soil chemistry for any seeding work is critical for establishment success. Seed will not germinate and develop if soil chemistry is not within acceptable ranges. A minimum of 3 composite grab samples of soil in areas to be revegetated will be collected for laboratory analysis. The samples will be sent to Weld Laboratories, Inc. (www.weldlabs.com) in Greeley, Colorado for a Complete Nutrient Test or equivalent. Most critical soil chemistry parameters are salts below 2 mmhos/cm and pH between 6.0 to 7.5.

2.2.2. SOIL AMENDMENTS

Once soil chemistry results are reviewed, soil amendments may need to be added or the seed mix modified. The addition of soil amendments (e.g., fertilizer + organic matter) should be considered to facilitate more rapid native grass establishment. Soil amendments will only be applied based on the nutrient testing so as not to promote excessive weed growth. Recommended (for initial planning purposes only) soil amendments include 1) Biosole Forte at a rate of 800 pounds per acre, 2) humates at a rate of 200 pounds per acre and mycorrhizae at a rate of 20 pounds per acre. Soil amendments will be applied hydraulically to the soil surface or incorporated into the soil surface through other broadcast methods.

2.2.3. SOIL PREPARATION

All areas to be seeded shall be ripped or tilled to a minimum depth of 3-inches. Soil decompaction will be completed with a tractor, ATV with disc/harrow, or with dozer rippers.

2.2.4. SEEDING

The seed mix presented in the following table is diverse and effective at wind and water erosion control, is fast growing and has a fibrous and/or rhizomatous root system which will provide adequate ground cover. Seeding will be completed using drill methods (drill seeding is preferred) or by broadcast seeding on slopes or narrow locations where equipment may have limited access.

Scientific Name	Common Name	% of Mix	LBS/PLS Required per Acre
<i>Achnatherum hymenoides</i>	Indian ricegrass	10	6
<i>Andropogon gerardii</i>	Big bluestem	10	7
<i>Elymus lanceolatus</i>	Streambank wheatgrass	20	11
<i>Koeleria macrantha</i>	Prairie Junegrass	20	0.1
<i>Pascopyrum smithii</i>	Western wheatgrass	15	12
<i>Setaria italica</i>	Foxtail millet	5	2
<i>Sporobolus cryptandrus</i>	Sand dropseed	20	0.1
Total:		100	38.2

Notes:

LBS/PLS = pounds pure live seed. Values in table are per acre

LBS/PLS values for Prairie Junegrass and Sand dropseed set to 0.1 due to high seeds/weight

Quantity assumes 200 seeds per square foot broadcasted.

Reduce 25% for drill seeding (150 seeds per square foot).

Total quantity assumes 1.0 acre of seeding. Adjust accordingly for required seeding area.

Species variety to be determined approved based on commercial availability.

Final species composition and rates subject to commercial availability.

- Seed will be purchased locally at Granite Seed (<https://graniteseed.com>) or Arkansas Valley Seed (<https://avseeds.com>) or equivalent.
- Dormant seeding is recommended generally between October through May when soil moisture is adequate. Summer seeding is not recommended.
- Seed bags will be thoroughly mixed prior to distributing for seeding.
- Drill Seeding is the most effective and preferred method. All seed is to be drilled one-quarter (1/4) inch to one-half (1/2) inch into the soil at the specified pure live seed (PLS) per acre rate with a mechanical grass drill with depth bands and an agitator in the seed box. Rows shall be spaced no more than seven (7) inches apart. One-half (1/2) of the required PLS per acre will be drilled in one compass direction, and then the remaining half of the required PLS per acre will be drilled in a direction ninety degrees (90°) to the first half. Drills will be calibrated to ensure the correct pounds per acre application rate.
- Broadcast Seeding will be used on the 3:1 slopes (e.g. stockpile slopes) that are not accessible to drilling. Broadcast seeding shall be accomplished by hydro-seeding or using hand-operated “cyclone-type” seeders or rotary broadcast equipment attached to construction or revegetation machinery. All machinery will be equipped with metering devices.

The disturbed areas to be seeded using the seed mix and application rates above are as follows:

- Stockpiles – 260 acres
- Settling Ponds – 110 acres
- Future Sand Plant – 6 acres (estimated)
- Dredge Operations Staging Area – 3 acres

Total – 379 acres

2.2.5. MULCH, SOIL BINDER AND STABILIZATION

Mulch and soil binder will be used for soil stabilization. Mulching will follow seeding for immediate soil stabilization and to enhance seed germination. Mulching will be completed within twenty-four (24) hours after seeding. Soil binder (SB) will be utilized as needed to provide a protective barrier where extreme weather conditions may affect seed growth.

The following describes the two proposed methods stabilization.

- Mulching will be accomplished via hydraulic application of wood fiber (Profile High Performance Mulch-Wood) with organic tackifier (Rantec EM-Tack) at a rate of 2,000 pounds per acre. Hydraulic application will result in a consistent and complete uniform coverage done from multiple angles to prevent any shadow effect areas. Wood fiber mulch is the best type to minimize weeds.
- Soil binder will be used as needed for additional stabilization. An environmentally friendly biodegradable water resistant SB (Soilworks Soiltac or equivalent) will be used due to the close proximity to the reservoir and wildlife. The SB can be applied via standard water-spraying equipment. The SB will not be applied during storm events (e.g. rain, snow, wind) or on frozen soil/material. Manufacturer recommendations will be followed for mixing the SB with water and application rates and equipment. The areas where SB is applied will be monitored monthly and additional SB applied, as needed.

2.2.6. TOPSOIL

The “A” horizon topsoil (approx. top 4-inches of surface material) will be salvaged and stockpiled before construction of new settling ponds, new or expanded stockpile areas, and the sand plant. Two designated topsoil stockpile areas will be located on-site: (1) northwest of the West Stockpile next to the north-south haul road, and (2) adjacent to the Platte Valley Canal, north of Beebe Draw Farms Parkway (see Exhibit F - Sheets R2A & R2B). Prior to seeding disturbed areas, salvaged topsoil or equivalent growth media will be placed at a minimum of 4 to 6 inches, as needed. If there is not enough salvaged “A” horizon topsoil, samples of potential growth media soils will be collected from available on-site soils and sent to a laboratory for a complete nutrient test (refer to Section 2.2.3 – Soil Chemistry). Dependent on the laboratory results, soil amendments may be added and/or the seed mix modified to enhance growth of vegetation. Refer to Section 2.2.4 – Soil Amendments.

When materials are not being borrowed from the topsoil stockpile and the pile is dormant for an extended

period of time, the stockpile will be seeded to promote vegetative growth and provide resistance against erosion. Once all the topsoil has been exhausted, the disturbed areas under the stockpiles will be graded to match the existing topography and scarified in preparation for seeding and mulching.

3.0 POST-MINING LAND USE

Historically and currently, the land surrounding Milton Reservoir has been used for reservoir and dam maintenance and monitoring, oil and gas operations, and the Heritage Hunting Club. Mining facilities, including stockpile and settling pond locations, have been sited to allow these uses to continue during mining. Many wells have since been plugged and abandoned, eliminating the need for continued access to these sites. Future (post-mining) land use will continue accommodating these uses.

4.0 RECLAMATION SCHEDULE

Concurrent Reclamation: Reclamation activities will be completed as necessary while the mine is active and will include the following:

- Settling pond slopes will be seeded/mulched to provide a vegetative cover to reduce wind and water erosion.
- Stockpiles will be developed to form a stable configuration with side slopes no greater than 3H:1V. When necessary, during interim conditions, an application of soil binder may be required to control wind erosion. In addition, if stockpiles remain in place for longer than one year, measures to revegetate will be implemented.
- Vegetative growth will be monitored and if necessary, additional revegetation measures will be taken.

Final Reclamation: As settling ponds and stockpiles are no longer being utilized and upon completion of mining operations, reclamation operations will begin. Earth work such as cutting, filling, contouring, grading, and topsoil placement will take place immediately with seeding occurring between October and May.

Water will be applied to seeded areas via a water truck. The anticipated watering schedule is weekly for the first four (4) months and monthly for the next eight (8) months. This schedule may be adjusted according to weather conditions and vegetation establishment.

5.0 WEED MANAGEMENT

The primary goals of the Weed Management Plan are to prevent the establishment of noxious weed species in the disturbed affected mining areas that will be re-vegetated during and upon completion of the mining operations in accordance with the Colorado Noxious Weed Act, Section 35-5.5-101, et seq., C.R.S. and Weld County Chapter 15 – Vegetation, Article I – Noxious Weed Management Enforcement Policy. The Weed Management Plan is provided in Appendix A.

APPENDIX A
WEED MANAGEMENT PLAN

MILTON RESERVOIR

FARMERS SAND

WEED MANAGEMENT PLAN

March 2025

PREPARED FOR:

Farmers Reservoir Irrigation and Company (FRICO)

PREPARED BY:



ECOLOGICAL RESOURCE CONSULTANTS, LLC
12345 W. ALAMEDA PARKWAY
LAKEWOOD, COLORADO 80228

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1.0 LOCATION

Owner: The Farmers Reservoir and Irrigation Company (FRICO)

Owner Address: 80 South 27th Avenue, Brighton, Colorado 80601

Contact: Scott Edgar **Title:** General Manager

Telephone Number: (303) 659-7373

Farmers Sand Mining Operations Legal Description:

Sections: 3, 4, 9, 10, 11, 14, 15, 22, and 23 Township: 3N Range: 65W

Mine Main Entrance: Latitude 40.218251 N Longitude -104.659137 W

2.0 DESCRIPTION OF LAND AND CURRENT USES

Milton reservoir is a plains reservoir fed by surface water diversions from the South Platte River through the Platte Valley and Beebe canals. Milton Reservoir, which is an artificial man-made reservoir, was constructed to regulate and store water for irrigation.

Since its original construction in the early 1900s, the reservoir has accumulated a significant amount of sediment conveyed with inflows that enter the reservoir. In 2019, a geotechnical investigation was completed in the reservoir for the purpose of estimating the thickness of the sediments and evaluating the properties of deposited sediments and the native materials beneath. Sediments, consisting of primarily silty to lean clayey sands were found in thicknesses ranging from 3 feet to 10 feet thick. It is estimated that the accumulated sediments have resulted in approximately 4,000 to 8,000 acre-feet of lost reservoir capacity. FRICO started removing these sediments in November 2021 and will continue the removal process for 20 years.

The sediment removal process consists of using a dredge equipped with a cutter head and suction. The solids are removed as a slurry (approximately 20% solids) from the lake bottom and pumped through a large diameter pipeline to either the settling ponds or the cyclone where the dredge materials are dewatered prior to placing them in stockpiles. The plan moving forward is to construct a sand plant that, once operational, will receive dredged materials directly. The plant will separate the sand particles to produce a sellable product while the undersized particles and water will be pumped as a slurry to a settling pond. Water will be returned to the reservoir by gravity through low-level drainage pipes.

The disturbed areas that will require reclamation consist of stockpiles, settling ponds, sand plant, dredge operations staging area, and haul roads. Revegetation was selected as the type of reclamation for the stockpiles, settling basins, sand plant, and dredge operations staging area since these areas consisted of native grasses prior to the mining operations. Permanent roads which have been used during mining operations are also used for daily use of larger vehicles/equipment to support dam maintenance, by oil/gas companies for access to infrastructure, and the Heritage hunting club. These roads are routinely graded and graveled

and will continue to be maintained as such through the mining operations and after mining is completed to support the aforementioned uses. There are approximately 379 acres of revegetation and 8-acres of permanent roads. The areas of disturbance (settling ponds, stockpiles, sand plant, and dredge operations staging area) that will potentially require noxious weed management prior to and during reclamation are presented in Exhibit F – Reclamation Plan Map, Sheets R1 thru R3.

3.0 FUTURE PLANS FOR THE LAND

Historically and currently, Milton Reservoir land and roads are used for access for reservoir/dam maintenance and monitoring, oil/gas operations, hunting and boating clubs. Mining operations including stockpile and settling pond locations have been situated to continue accommodating these uses going into the future (post-mining). Final grading of stockpile slopes will be 3H:1V and settling basins final grade will be restored to blend in with the surrounding topography.

4.0 DESCRIPTION OF WEED INFESTATION

The specific noxious weed species listed below have been identified by the Colorado Department of Agriculture and Weld County as invasive weed species that are non-native plants that are detrimental to the natural land and create problems in agricultural and the environment.

List A - Eradication Species

The species of noxious weeds that the Colorado Department of Agriculture has put on List A have the potential to be very invasive and are either not in Colorado yet or are present in very limited numbers and eradication of these species is still possible. Due to their competitive, aggressive nature they tend to out compete the native vegetation by forming mono-cultures. In addition, many of the species are toxic to livestock and wildlife, or limit grazing potential. The following are List A species found in Weld County and require eradication.

- Cypress Spurge
- Hairy Willow-Herb
- Japanese Knotweed
- Myrtle Spurge
- Purple Loosestrife
- Yellow Flag Iris

List B - Control Species

The plants on List B have the potential to be very invasive that quickly transform an area and typically already established in Colorado. However, they may be just moving into some local areas such as Weld County. Due to these plants not being native to North America they do not have the natural checks such as insects or diseases. Due to their competitive, aggressive nature they tend to out compete the native vegetation by forming mono-cultures. In addition, many of the species are toxic to livestock and wildlife, or limit grazing potential. The following presents which species in Weld County should be eradicated, suppressed, or both.

Eradication

- Absinth Wormwood
- Black Henbane
- Bull Thistle
- Chamomile species
- Chinese Clematis
- Houndstongue
- Moth Mullein
- Oxeye Daisy
- Plumeless Thistle
- Spotted Knapweed
- Sulfur Cinquefoil
- Tamarisk
- Wild Caraway
- Yellow Toadflax

Suppression

- Canada Thistle
- Common & Cutleaf Teasel
- Eurasian Watermilfoil
- Jointed Goatgrass
- Musk Thistle
- Russian Knapweed
- Scotch Thistle
- Yellow Nutsedge

Suppression & Eradication

- Bouncingbet
- Common Tansy
- Dalmatian Toadflax
- Dames Rocket
- Diffuse Knapweed
- Hoary Cress
- Leafy Spurge
- Perennial Pepperweed
- Russian Olive

List C - Suppression Species

In Weld County the focus is on the suppression of Field Bindweed. However, the Colorado Department of Agriculture has placed a number of noxious weed species on List C (see below). The plants on List C are very

invasive and quickly transform an area. The Department advises that these plants be eradicated not allowing them to become established.

- Bulbous bluegrass (*Poa bulbosa*)
- Cheatgrass aka Downy brome (*Bromus tectorum*)
- Chicory (*Cichorium intybus*)
- Common burdock (*Arctium minus*)
- Common mullein (*Verbascum thapsus*)
- Common St. Johnswort (*Hypericum perforatum*)
- Field bindweed (*Convolvulus arvensis*)
- Halogeton (*Halogeton glomeratus*)
- Johnsongrass (*Sorghum halepense*)
- Perennial sowthistle (*Sonchus arvensis*)
- Poison hemlock (*Conium maculatum*)
- Puncturevine (*Tribulus terrestris*)
- Quackgrass (*Elymus repens*)
- Redstem filaree (*Erodium cicutarium*)

5.0 MANAGEMENT PLAN

Earth-moving/disturbance activities are anticipated throughout the life of the project and include the construction of settling basins, stockpiles, stormwater drainage systems, reclamation of disturbed areas, and maintaining the haul roads (grading/gravel). These activities have the potential to spread weeds throughout the disturbed mining areas. Weeds can generally spread through the following four pathways.

1. **Soil disturbance** - when soil and existing vegetation is disturbed it creates an opportunity for weeds to move into an area left open or for seeds in the soil to be exposed and germinate.
2. **Contaminated materials** - Weeds often are introduced unintentionally as contaminants in seed, soil, hay, or revegetation materials. This includes weed seeds and plant fragments that can become lodged in or on vehicles and equipment. Seeds also move easily by becoming attached to clothing, shoes, and other personal gear.
3. **Animals** - Pets, domestic livestock and wildlife may spread weeds when seeds attach to their coats or through their droppings.
4. **Environmental** - Wind, water, and soil can move seeds and plant fragments.

The primary goals of this Weed Management Plan are to prevent the establishment of any and all new noxious weed species in the affected/disturbed mining areas that will be re-vegetated during and upon completion of the mining operations in accordance with the Colorado Noxious Weed Act, Section 35-5.5-101, et seq., C.R.S. and Weld County Chapter 15 – Vegetation, Article I – Noxious Weed Management Enforcement Policy.

Non-native species and noxious weeds (List A, B, and C) will be controlled at the mining disturbed areas during and after mining operations and continue throughout the reclamation period until re-vegetation is greater than 70 percent established. Mechanical pulling of List A, B, and C weed species will be conducted using hand tools on an as needed basis to control small populations of weed species. All noxious weeds that are manually collected will be immediately placed into trash bags that will be taken to a landfill. Herbicide treatment by a licensed applicator will be utilized for controlling larger populations of noxious weeds. Any spraying applications should prioritize minimizing drift on to native species. Eradication method is to be determined based on specific targeted species. Upon removal of non-native species and noxious weeds the areas will be re-seeded and mulched to encourage regrowth of native vegetation.

The vegetation plan was developed so a single seed mix can be used throughout to establish ground cover quickly, minimize weed infestation, and stabilize the soil to reduce wind and water erosion with minimal maintenance. The seed mix presented in the following table is diverse and effective at wind and water erosion control, is fast growing and has a fibrous and/or rhizomatous root system which will provide adequate ground cover quickly reducing the chances of invasion of non-native species and noxious weeds. Mulching will follow seeding for immediate soil stabilization and to enhance seed germination. Mulching will be completed within twenty-four (24) hours after seeding.

Scientific Name	Common Name	% of Mix	LBS/PLS Required per Acre
<i>Achnatherum hymenoides</i>	Indian ricegrass	10	6
<i>Andropogon gerardii</i>	Big bluestem	10	7
<i>Elymus lanceolatus</i>	Streambank wheatgrass	20	11
<i>Koeleria macrantha</i>	Prairie Junegrass	20	0.1
<i>Pascopyrum smithii</i>	Western wheatgrass	15	12
<i>Setaria italica</i>	Foxtail millet	5	2
<i>Sporobolus cryptandrus</i>	Sand dropseed	20	0.1
Total:		100	38.2

Notes:

LBS/PLS = pounds pure live seed. Values in table are per acre

LBS/PLS values for Prairie Junegrass and Sand dropseed set to 0.1 due to high seeds/weight

Quantity assumes 200 seeds per square foot broadcasted.

Reduce 25% for drill seeding (150 seeds per square foot).

Total quantity assumes 1.0 acre of seeding. Adjust accordingly for required seeding area.

Species variety to be determined approved based on commercial availability.

Final species composition and rates subject to commercial availability.

6.0 SCHEDULE

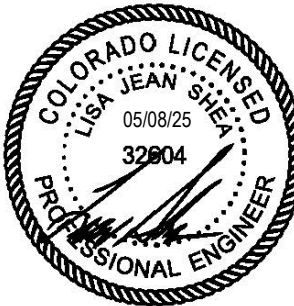
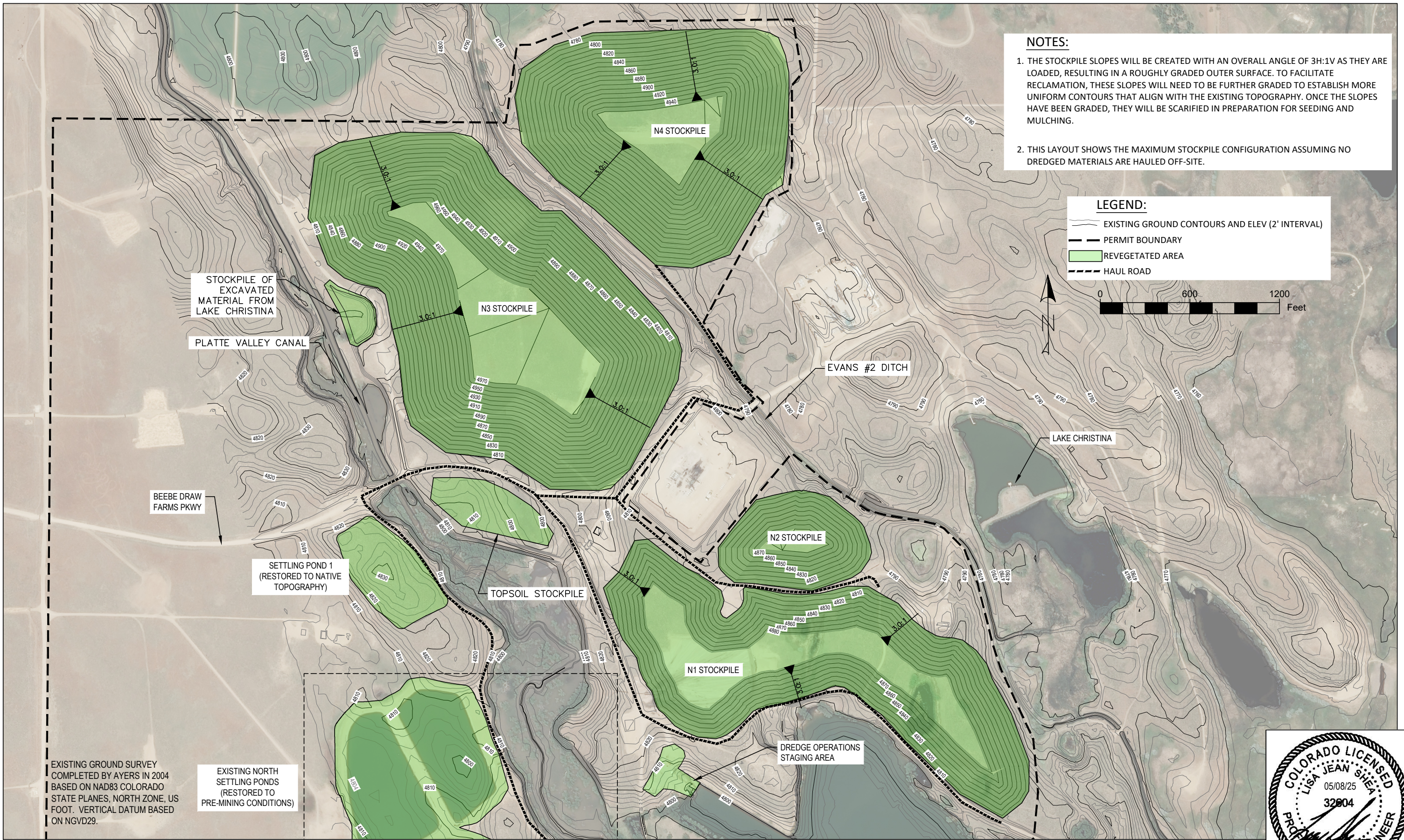
An evaluation of weeds within the mining area shall be completed two times per year once during the early growing season and again during the late growing season, generally being completed in late April/May and then August/September depending on factors such as daily average temperatures and precipitation during the project maintenance period.

7.0 REFERENCES

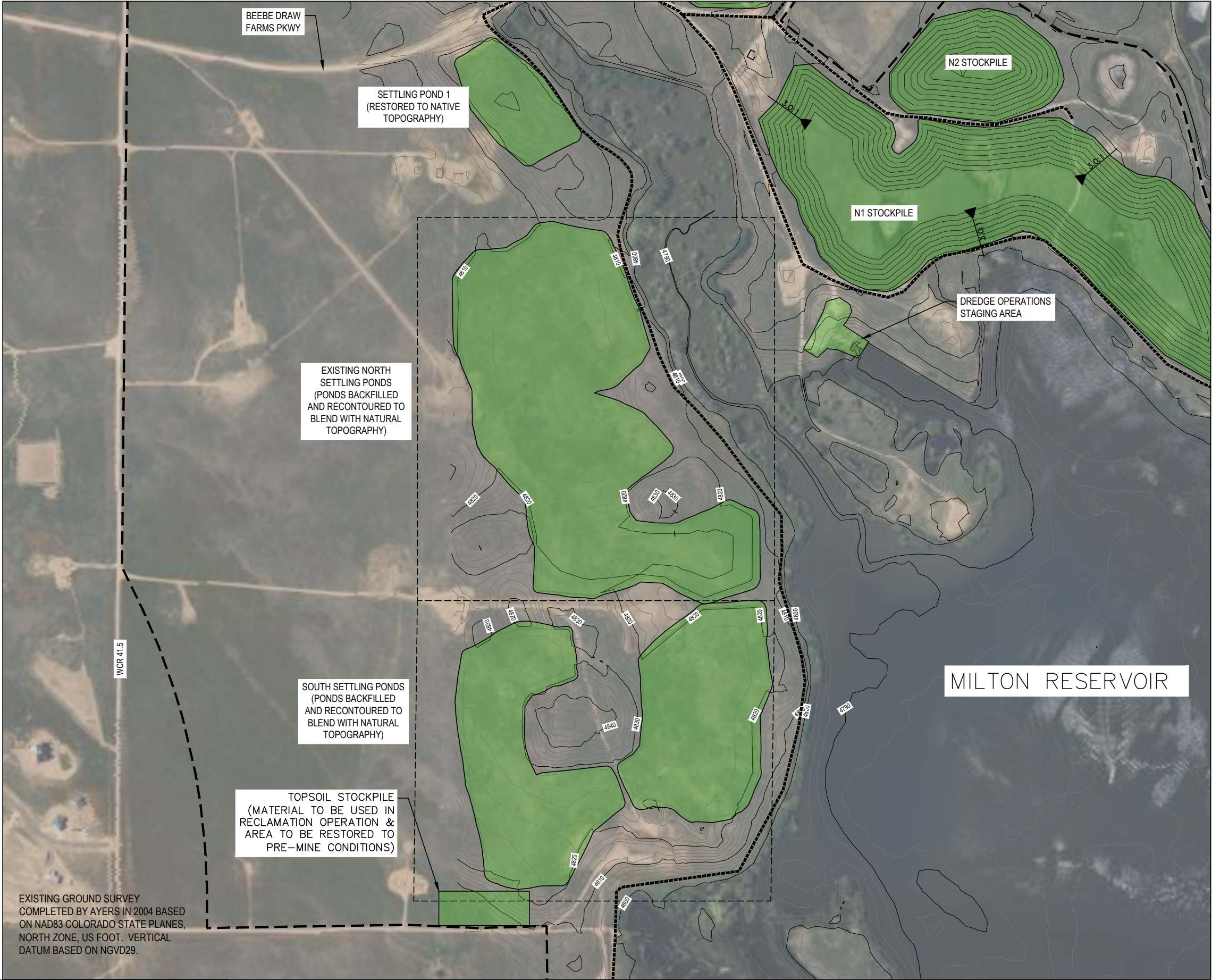
<https://www.weld.gov/Government/Departments/Public-Works/Weed-Management/>

Weld County Noxious Weed Management Enforcement Policy

EXHIBIT F
RECLAMATION PLAN MAPS



REV	DATE	DESCRIPTION		PREPARED BY ECOLOGICAL RESOURCES CONSULTANTS, LLC 12345 W ALAMEDA PARKWAY SUITE 206 LAKEWOOD, CO 80228	CLIENT FARMERS RESERVOIR AND IRRIGATION COMPANY (FRICO)	PROJECT FARMERS SAND	TITLE RECLAMATION PLAN NORTH STOCKPILES	DRAWING R-1
B	05/2025	RE-ISSUED FOR PERMITTING						
A	03/2025	ISSUED FOR PERMITTING						

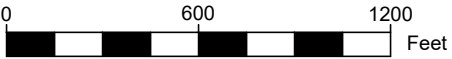
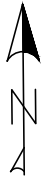


NOTES:

1. THE SETTLING PONDS CONFIGURATION ASSUMES THE AREA WILL BE GRADED TO REPLICATE THE PRE-MINING TOPOGRAPHY.
2. THIS LAYOUT ASSUMES THAT POND 1 AND THE SOUTH POND COMPLEX WILL BE CONSTRUCTED, AND RECLAMATION OF THESE AREAS WILL BE REQUIRED. IF THEY ARE NOT NEEDED DURING THE MINING OPERATION AND ARE NOT CONSTRUCTED, THE AREA WILL NOT REQUIRE REVEGETATION.

LEGEND:

- EXISTING GROUND CONTOURS AND ELEV (2' INTERVAL)
- PERMIT BOUNDARY
- REVEGETATED AREA
- HAUL ROAD

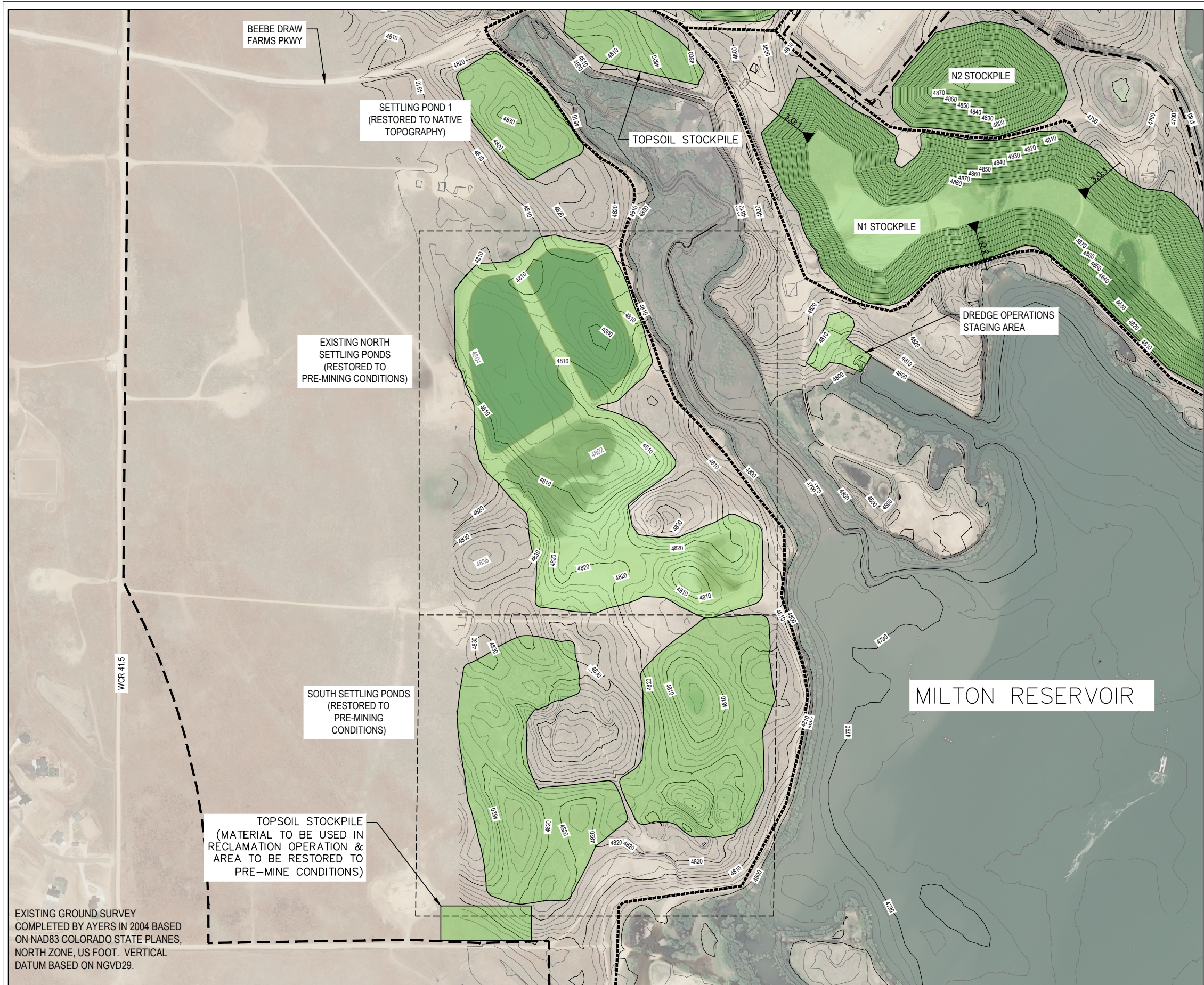


EXISTING GROUND SURVEY
COMPLETED BY AYERS IN 2004 BASED
ON NAD83 COLORADO STATE PLANES,
NORTH ZONE, US FOOT. VERTICAL
DATUM BASED ON NGVD29.



REV	DATE	DESCRIPTION
A	03/2025	ISSUED FOR PERMITTING

	PREPARED BY ECOLOGICAL RESOURCES CONSULTANTS, LLC 12345 W ALAMEDA PARKWAY SUITE 206 LAKEWOOD, CO 80228	CLIENT FARMERS RESERVOIR AND IRRIGATION COMPANY (FRICO)	PROJECT FARMERS SAND	TITLE RECLAMATION PLAN SETTLING PONDS SCENARIO 1	DRAWING R-2A
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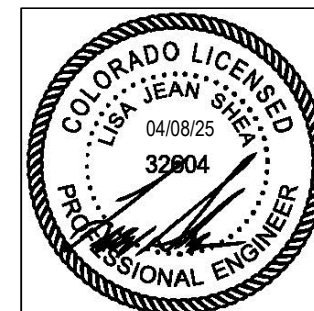
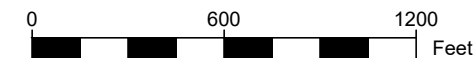
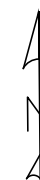


NOTES:

1. THE SETTLING PONDS CONFIGURATION ASSUMES THE AREA WILL BE GRADED TO REPLICATE THE PRE-MINING TOPOGRAPHY.
2. THIS LAYOUT ASSUMES THAT POND 1 AND THE SOUTH POND COMPLEX WILL BE CONSTRUCTED, AND RECLAMATION OF THESE AREAS WILL BE REQUIRED. IF THEY ARE NOT NEEDED DURING THE MINING OPERATION AND ARE NOT CONSTRUCTED, THE AREA WILL NOT REQUIRE REVEGETATION.

LEGEND:

- EXISTING GROUND CONTOURS AND ELEV (2' INTERVAL)
- PERMIT BOUNDARY
- REVEGETATED AREA
- HAUL ROAD



REV	DATE	DESCRIPTION
A	03/2025	ISSUED FOR PERMITTING



PREPARED BY
ECOLOGICAL RESOURCES CONSULTANTS, LLC
12345 W ALAMEDA PARKWAY SUITE 206
LAKEWOOD, CO 80228

CLIENT
FARMERS RESERVOIR AND
IRRIGATION COMPANY (FRICO)

PROJECT
FARMERS SAND

TITLE
RECLAMATION PLAN SETTLING
PONDS SCENARIO 2

DRAWING
R-2B

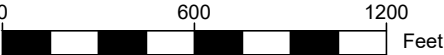
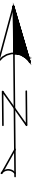


NOTES:

1. THE STOCKPILE SLOPES WILL BE CREATED WITH AN OVERALL ANGLE OF 3H:1V AS THEY ARE LOADED, RESULTING IN A ROUGHLY GRADED OUTER SURFACE. TO FACILITATE RECLAMATION, THESE SLOPES WILL NEED TO BE FURTHER GRADED TO ESTABLISH MORE UNIFORM CONTOURS THAT ALIGN WITH THE EXISTING TOPOGRAPHY. ONCE THE SLOPES HAVE BEEN GRADED, THEY WILL BE SCARIFIED IN PREPARATION FOR SEEDING AND MULCHING.
2. THIS LAYOUT SHOWS THE MAXIMUM STOCKPILE CONFIGURATION ASSUMING NO DREDGED MATERIALS ARE HAULED OFF-SITE.
3. ALL PLANT SITE FACILITIES, EQUIPMENT, AND CONCRETE FOOTINGS/SLABS WILL BE REMOVED FROM SITE. ONCE ALL PLANT FACILITIES HAVE BEEN REMOVED, THE AREA WILL BE SCARIFIED PRIOR TO THE REVEGETATION OPERATION.

LEGEND:

- EXISTING GROUND CONTOURS AND ELEV (2' INTERVAL)
- PERMIT BOUNDARY
- REVEGETATED AREA
- HAUL ROAD



REV	DATE	DESCRIPTION
A	03/2025	ISSUED FOR PERMITTING



PREPARED BY
ECOLOGICAL RESOURCES CONSULTANTS, LLC
12345 W ALAMEDA PARKWAY SUITE 206
LAKEWOOD, CO 80228

CLIENT
FARMERS RESERVOIR AND
IRRIGATION COMPANY (FRICO)

PROJECT
FARMERS SAND

TITLE
RECLAMATION PLAN SOUTH SIDE

DRAWING
R-3

EXHIBIT G
WATER INFORMATION

EXHIBIT G – WATER INFORMATION

SURFACE WATER RUNOFF

Milton Dam and Reservoir are located in southern Weld County approximately twelve miles north of Hudson, Colorado and thirteen miles south of Greeley, Colorado and is owned and operated by Farmers Reservoir and Irrigation Company (FRICO). The reservoir has an approximate storage capacity of 32,300 acre-feet at the spillway crest and 44,122 acre-feet at the dam crest. The Beebe Seep Canal feeds the reservoir from the south and the Platte Valley Canal from the northwest as shown in **Exhibit C(b)**. In addition, precipitation falling directly on the reservoir and runoff from upstream watershed areas contribute to the reservoir. FRICO is in the process of applying for a Mining Permit through the Colorado Department of Reclamation, Mining and Safety (DRMS) to extract soil from the Milton reservoir basin, primarily targeting sand and selling the material for commercial use.

The mine area is situated along the perimeter of the Milton Reservoir, meaning that any runoff from the mine facilities will be contained and flow into the reservoir rather than onto neighboring properties. The watershed area that drains to the west side of the reservoir, where most of the mine facilities are located, extends northwestward and includes the nearby Pelican Lake Ranch neighborhood. While the mine development will not change the ultimate discharge point of the runoff, some rerouting may be necessary to manage runoff effectively. This will help prevent excessive ponding, erosion, and issues with driving on the site roads.

To model rainfall-runoff of the watershed, the hydrological modeling software HEC-HMS (version 4.10) developed by the U.S. Army Corps of Engineers was used. HEC-HMS models a watershed with hydrological elements such as sub-basins, reservoirs, diversions, and reaches. Parameters needed for the HEC-HMS model are as follows:

1. Watershed Sub-basin Areas and Characteristics
2. Basin Loss Method
3. Basin Transformation (Convert excess precipitation into runoff)
4. Meteorological Data (Precipitation depth and distribution)

BASIN CHARACTERISTICS

The tributary areas to the site extend about three miles to the northwest, encompassing approximately 4,635 acres as shown in **Figure 1**. Within this area, there are four primary drainages that converge at specific discharge points along the perimeter of the mine area. The upland sub-basins generally consist of prairie grassland, a residential area, and smaller portions of pasture/hay land. The basin areas, drainage lengths, elevations, and average slopes of the four basins are included in **Table 1**.

Figure 1: Watershed Map
(Yellow lines represent basin boundaries and cyan lines the longest flow paths)



Table 1: Watershed Areas

Basin	Area (ft ²)	Area (ac)	Area (sqmi)	Longest Flowpath Length	Average Flowpath Length	Top Elev (ft)	Btm Elev (ft)	Elev Change (ft)	Longest Flowpath Slope	Basin slope
1	37,100,000	852	1.3308	13,600	8,100	4995	4810	185.0	1.36%	1.35%
2	55,800,000	1,281	2.0015	15,000	10,400	4990	4805	185.0	1.23%	1.35%
3	69,000,000	1,584	2.4750	17,800	9,800	5020	4805	215.0	1.21%	1.20%
4	40,000,000	918	1.4348	13,500	6,500	4980	4810	170.0	1.26%	1.14%

BASIN LOSS METHOD

The NRCS/SCS (Natural Resource Conservation Service formerly the Soil Conservation Service) Curve Number (CN) method was used in HEC-HMS to estimate the amount of runoff from a rainfall event in a watershed. This method involves assigning a CN value to each basin based on land use, soil conditions, and vegetation as these parameters reflect the ability of the land surface to absorb or prevent infiltration of rainfall. CNs values were established by the NRCS for different land uses and hydraulic conditions (TR-55). A higher CN values results in higher runoff and vice versa for lower CNs. A CN of 72 was assigned to reflect the surface conditions, which consist primarily of sandy soils and extensive areas of bunch-grass lands with few shrubs and little to no trees. This classification is characteristic of semi-arid climates, where land uses include agriculture, pasture, natural semi-arid open space, and large residential lots (such as those found at Pelican Lake Ranch). A 10% impervious surface factor was applied for conservative estimation.

STORM EVENT PRECIPITATION AND DISTRIBUTION

The model was developed using three storm events to assess the range of flow rates and their magnitudes. Precipitation depths for the storm events were based on 24-hour durations, derived from POINT PRECIPITATION FREQUENCY (PF) ESTIMATES (NOAA Atlas 14). The three storm durations evaluated were the 5-, 10-, and 100-year, 24-hour storm event with a precipitation depth of 2.26, 2.71, and 4.65 inches (NOAA). The rainfall was distributed throughout the 24-hour timeframe using the hypothetical storm option developed by the NRCS. This method requires an input value for lag time for each basin. These values were estimated and are shown on **Table 2**. The rainfall was spread within the 24-hour period using the NRCS Type 2 distribution.

RAINFALL TO RUNOFF CORRELATION

The Unit Hydrograph Method was used to simulate the correlation of direct runoff to excess precipitation from the sub-basins. Unit hydrographs represent discharge over time produced from one inch of excess rainfall expressed as runoff versus time. The time component of the unit hydrograph is a function of the topography, shape, and infiltration characteristics of the watershed. The lag time (time from the rainfall midpoint), which can be calculated based on geometric and physiographic characteristics of the

watershed, is integral to developing the SCS unit hydrograph. The lag time has been estimated using the equation below (NRCS). The lag times calculated for the watershed basins are included in **Table 2**.

$L = \frac{\ell^{0.8} (S + 1)^{0.7}}{1900 Y^{0.5}} \text{ (NRCS, 1997)}$	L = Lag time in hours ℓ = Hydraulic length of watershed in feet, $S = (1000/CN') - 10$, Y = Average watershed land slope.
--	--

A single unit duration of 5 minutes or less was used to develop unit hydrographs. Depression storage was neglected for the watershed areas.

Table 2: Lag Time Results

Basin	CN	S	L (hr)	L (min)	Tc
1	72	3.89	1.73	104	4.64
2	72	3.89	2.12	127	5.03
3	72	3.89	2.20	132	6.12
4	72	3.89	1.64	99	5.04

RESULTS OF THE HYDROLOGIC MODEL

Peak flows were estimated based on the input parameters and modeled results are included in **Table 3**.

Table 3: Results of Runoff Evaluation

Basin	Storm Event - Peak Flows (cfs)		
	5yr-24hr	10yr-24hr	100yr-24hr
1	100	151	437
2	132	198	567
3	158	237	680
4	113	170	491

STORMWATER RUNOFF CONTROL MEASURES

FRICO is currently working with the State Land Board - property owner of the area west of the west stockpile - to obtain an easement that would allow runoff to temporarily pond on their land. The existing soils in the area have a high sand content, indicating high infiltration rates, which would likely result in inundated areas draining quickly. However, since it is uncertain whether a flooding easement will be granted, a plan for diverting runoff from the upland areas has been incorporated into the design. This

design is detailed in the following sections. If a flooding easement is obtained, the drainage plan outlined herein will not be required.

Based on this evaluation, the following items will be implemented to control runoff:

1. **Basin1:** Runoff from Basin 1 flows to the low point downstream of Settling Pond 3A. The total estimated runoff volume generated by a 100-year, 24-hour storm event is approximately 169 acre-feet (7,362,000 cubic feet). The approximate inundation boundary is illustrated in **Figure 2**. The pond embankment is constructed with an internal zone of clayey material and has upstream and downstream side slopes of 3H:1V. The downstream slope has a well-established vegetative cover. The upstream slope is armored with riprap. As a result, ponding behind the embankment will not negatively affect its structural integrity. Additionally, FRICO will continue to address any issues related to pond stability. Given the sandy nature of the soils, ponded water is expected to infiltrate. If necessary, any nuisance water can be pumped by FRICO to allow it to enter the reservoir.

Figure 2: Runoff Inundation Area



2. **Basin 2/3 Discharge Point:** Runoff from Basin 3 reports the northwest side of the West Stockpile. A diversion channel will be constructed along the northwest perimeter of the West Stockpile to route runoff to the north then east across the site haul road. At the northwest end of the West Stockpile, runoff from Basin 2 merges with Basin 3. After the confluence, the channel will be enlarged to accommodate the increased flow. The channel was sized for the 10-year, 24-hour storm using the Manning's Equation (**Equation 1**) and assuming normal depth. The channel was

sized for the peak flow from Subbasin 3 (237 cfs) from Station 23+95 to Station 44+00. The peak flow in the channel for the section from Station 44+00 to 58+00 (431 cfs) was derived by adding the flows from Subbasin 3 and Subbasin 2 with a delay to the Subbasin 3 equal to the travel time in the upstream section of the channel (**Equation 2**). The maximum permissible velocity was assumed to be 4 feet per second (fps), representing a channel with slope less than 5%, lined with a grass mixture and easily eroded soils (NRCS, 2007). The channel sizing parameters are shown in **Table 4**.

Equation 1	$Q = \frac{1.49}{n} AR_h^{2/3} S^{1/2}$
Equation 2	$T_t = \frac{L}{v}$

Where:

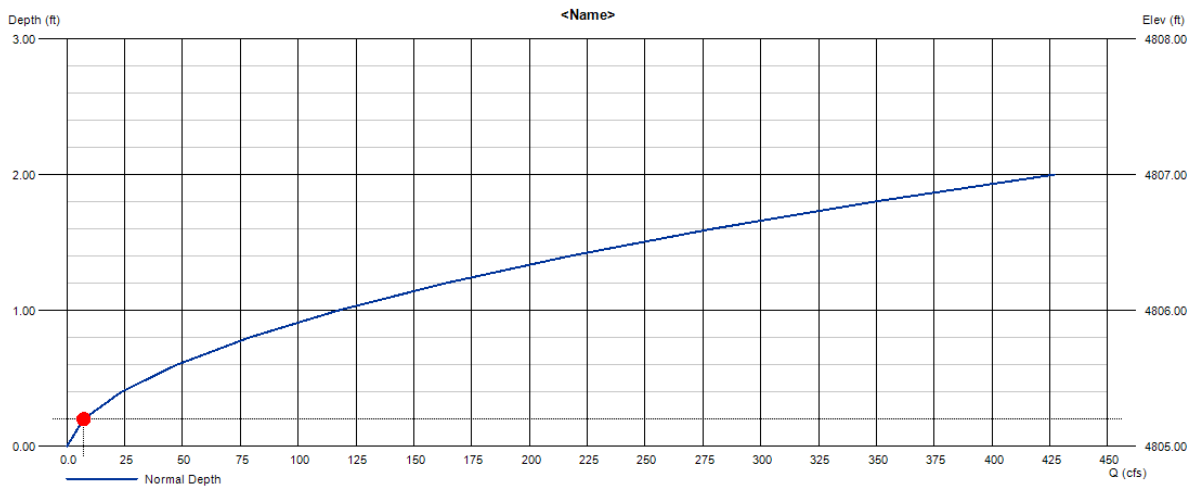
Q	=	Flow (cfs)
n	=	Manning's roughness coefficient
A	=	Cross-sectional area of flow (ft ²)
R _h	=	Hydraulic radius of flow (ft)
S	=	Channel slope (ft/ft)
T _t	=	Travel time (sec)
L	=	Length (ft)
v	=	Velocity (ft/s)

Table 4: Channel Sizing

Parameter	Value	
	STA 23+95 to 44+00	STA 44+00 to 58+00
Slope (ft/ft)	0.0016	0.0016
Bottom Width (ft)	22	30
Side Slope (xH:1V)	2	2
Depth (ft)	3.1	3.5
Velocity (ft/s)	2.7	3.4

Where the channel crosses the haul road, a drive-through swale will be graded and reinforced with riprap and gravel to prevent erosion of the sandy soils in the area. The swale sizing is determined based on runoff from the 10-year, 24-hour storm event, as this is considered relevant to the operational timeframe of approximately 20 years. The following channel analysis (Hydraflow Express Civil 3D) indicates that at a depth of 2.0 feet and side slopes of 20H:1V, the required bottom width is 65 feet. The resulting rating curve for the drive through swale is provided in **Figure 3**.

Figure 3: Drive-through Swale Rating Curve



3. Basin 4 Discharge Point: Runoff from Basin 4 reports to the southwest side of the West Stockpile. To manage this runoff, culverts will be installed under the West Stockpile to route water from the west side to the east side of the stockpile. Twenty-four-inch HDPE culverts were used in the analysis as this pipe is available on site and a larger culvert is not practical for this area. A reservoir element was incorporated into the HEC-RAS model upstream of the culvert to estimate the rise in headwater depth and its effect on the resulting inundation areas. This was done while varying the number of culverts to determine the condition that minimizes the number of culverts while maintaining an acceptable headwater depth.

A storage-elevation curve was derived from the terrain and is shown in **Table 5**. The culvert barrels were assumed to have the properties shown in **Table 6**, which are representative of an HDPE pipe with an inlet protruding from fill. The pond was assumed to overtop at elevation 4809.7 and this overtopping flow was treated as a 30-ft wide broad-crested spillway with a weir coefficient of 2.6 within the model. The results of the 10-year, 24-hour storm for 1, 2, and 4 culvert barrels are shown in Figure 1.

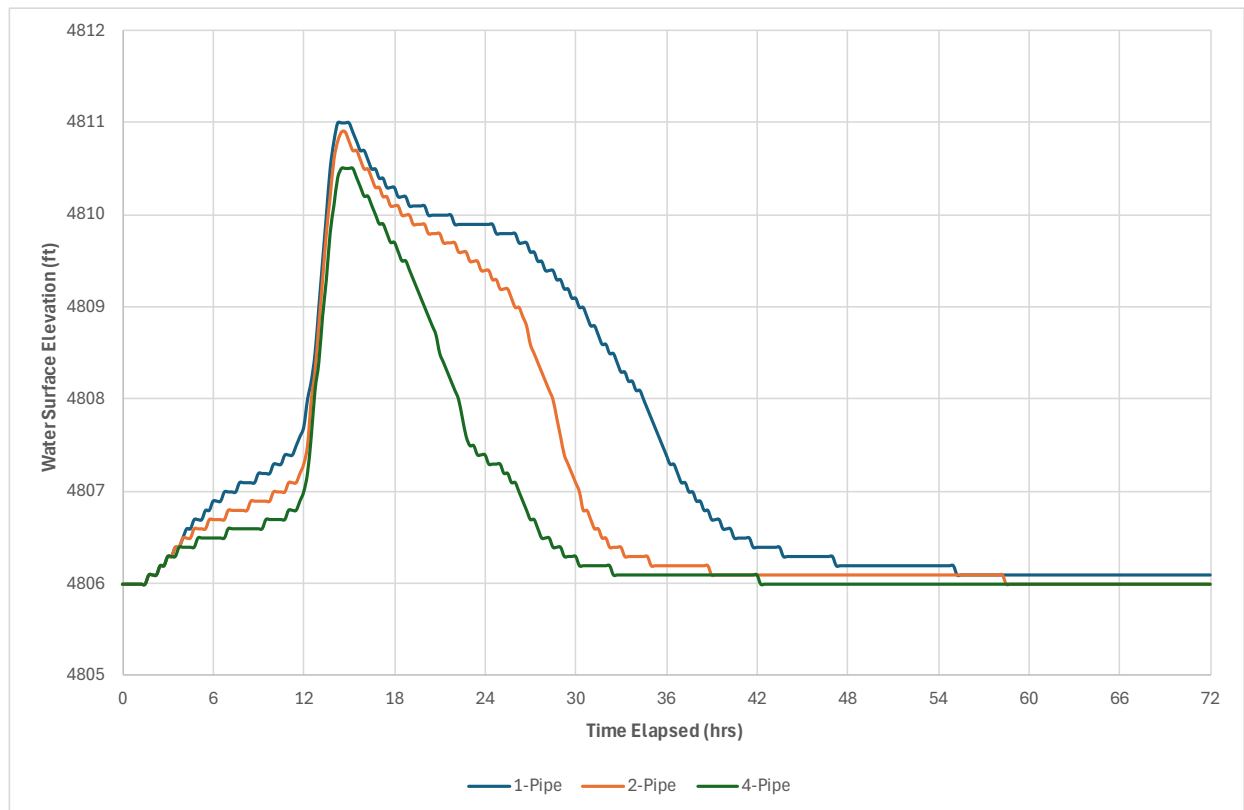
Table 5: Pond Stage-Storage Curve

Elevation (ft)	Storage Capacity (acre-ft)	Notes
4806	0	Pipe Invert
4807	0.79	
4808	2.15	
4809	6.13	
4810	11.59	

Table 6: Culvert Properties

Parameter	Value
Length (ft)	438
Diameter (ft)	1.75
Inlet Elevation (ft)	4806
Entrance Coefficient	0.9
Outlet Elevation (ft)	4805
Exit Coefficient	1
Mannings n	0.01

Figure 4 illustrates the water level at the upstream side of the culverts over time for varying numbers of culverts. This helps estimate the time required to drain the area upstream of the culverts and determine the optimal number of culverts, especially when there's a minimal difference between the larger pipe sizes. This was done while varying the number of culverts to determine the condition that minimizes the number of culverts while maintaining an acceptable headwater depth. It was concluded that two 24-inch diameter pipes offer the most efficient solution.

Figure 4: Time to Drain Runoff Through Culverts


GROUNDWATER CONDITIONS

The likelihood that the dredging process will impact groundwater appears small due to the relatively thin depth of deposit that will be excavated with respect to the groundwater in the area. The average excavation depth within the reservoir is on the order of 12 to 13 feet with maximum excavations reaching 20 feet along the outer rim of the reservoir (shown on Drawing C-2 in Exhibit D).

The mine area sits over two known aquifers: the South Platte River Basin (SPRB) alluvium aquifer at the surface level and the Laramie Fox Hills (LFH) aquifer which is part of the Denver Basin Aquifer system. The top of the SPRB, found within the alluvium layer, is estimated to be at least 15 feet deep, if not deeper, outside the reservoir, where the reservoir level has minimal impact on groundwater. The top of the LFH is encountered at depths ranging from 60 to over 100 feet in the area around the lake (Hahn 2023).

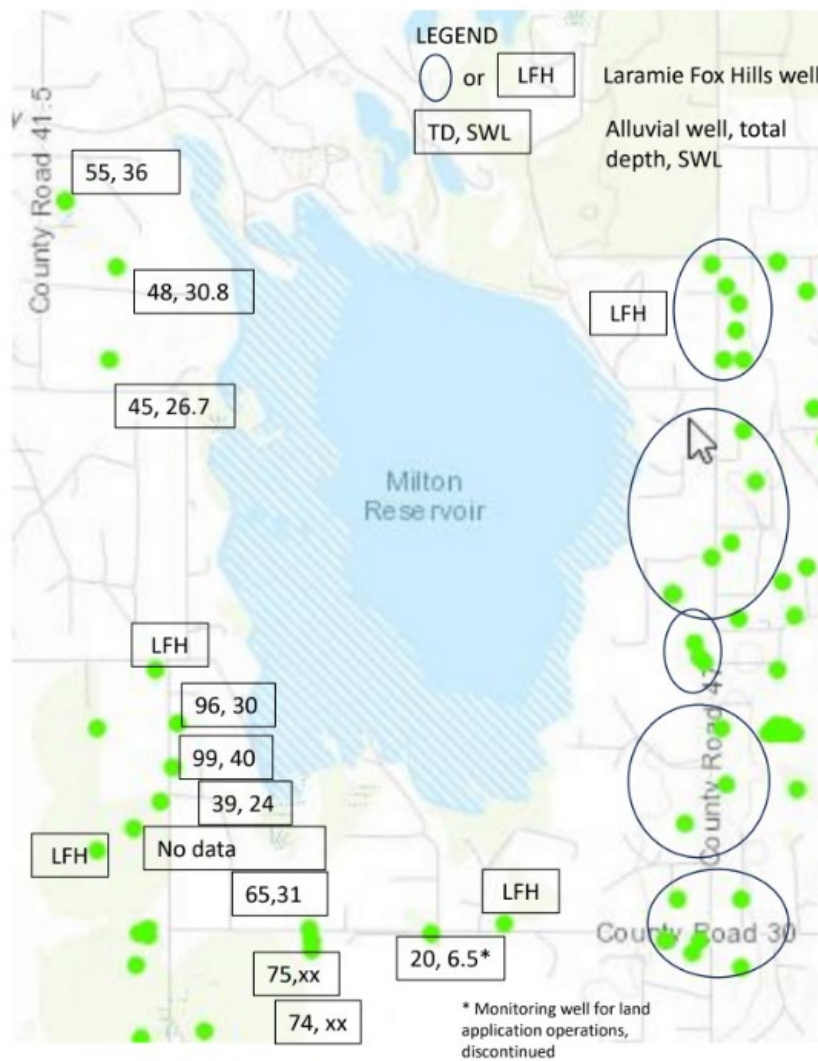
The estimated top of the SPRB alluvium aquifer is based on the following:

- In March 2022, three exploratory test pits were excavated, all located on the west side of the Milton Reservoir as shown on **Figure 5**. The test pits were excavated at locations slightly above high water level of the lake within 200 feet. The water level in the lake at the time of excavation was approximately 4,797.5. The test pits were all excavated to a depth of 10 feet. None encountered the natural groundwater table (Hahn 2023).
- In October 2022, a geotechnical investigation was completed to assess conditions for construction of a bridge near the inlet of the Platte Valley Canal to the Milton Reservoir along the Beebe Draw Farms Pkwy. Two boreholes were drilled, one on either side of the canal. Groundwater was encountered at 16 feet and 20 feet on the west and east sides of the canal, respectively. The natural groundwater in the area is likely lower than these values as these depths are likely influenced by the water level in the canal/reservoir suggesting that the groundwater table is greater than 20 feet below the surface.
- An inventory of wells surrounding Milton Lake was completed with 8 wells having been constructed in the alluvial sediments (Hahn 2023). Of these, one well was reported as a monitoring well installed at a site used for land application of wastewater. That site is no longer operational. Of the remaining 7 wells identified in the inventory, the wells were drilled to an average depth of 64 feet. The average depth to water in the wells was 31 feet, with a minimum depth to water of 27 feet, measured from ground surface. This information is summarized on **Table 7** and a map showing the inventoried wells is shown on **Figure 5**.

Table 7: Groundwater Depth

Well No.	SEO Permit No.	Total Depth (ft)	Depth to Water (ft)
1	47556-MH	55	36
2	47558-MH	48	31
3	47559-MH	45	27
4	236201-	96	30
5	157030-	99.00	40.00
6	176969-	39	24
7	68855-	65	31
8	319033-	20	7

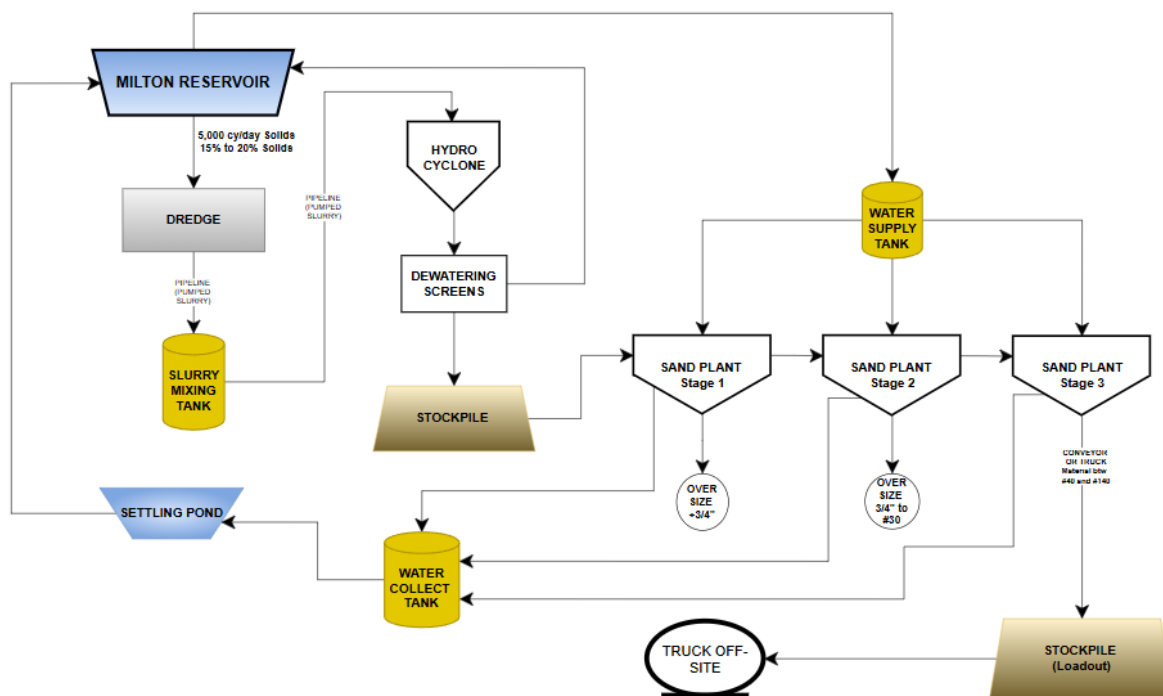
Figure 5: Well Inventory Location Map



OPERATIONAL WATER REQUIREMENTS

Water used in the mining process will be supplied by FRICO's Milton Reservoir with excess recycled back to the reservoir. The dredging operation generates a slurry by excavating materials from the reservoir and mixing them with reservoir water, achieving a solids content of about 15% to 20%. At present, materials are dewatered using two methods: a cyclone and dewatering ponds. Dewatering screens will soon be incorporated into the system to more quickly reduce the moisture content of the sand, targeting an average between 15% to 20% (w/w), making it suitable for conveying and handling with a radial stacker. Any excess water from the system will be redirected back to the Milton Reservoir, ensuring no water is lost in the process. With the construction of the sand plant, an additional 3,500 to 4,500 gallons per minute (gpm) will be required to push materials through and clean the screens. Water from the sand plant will either be recycled directly to the reservoir if the fines content is low or routed to a settling pond for dewatering via the decant overflow system if needed. A general flow diagram is shown in **Figure 6**.

Figure 6: Flow Diagram for Sand Plant Operations



The only consumptive water use at the mine site consist of that needed for dust suppression. Approximately 10,000 to 15,000 gallons of water per day (~7-10 gpm) will be needed for dust control. The source of the water will be from the reservoir or settling ponds.

RECLAMATION WATER REQUIREMENTS

Reclamation will require approximately 650,000 gallons of water for the hydroseeding and 240,000 gallons during vegetation establishment (24 watering events at 10,000 gallons per event). Water from the reservoir will be used for reclamation.

STORM WATER CONTROL PERMITS

FRICO has acquired from the Colorado Department of Public Health and Environment *CERTIFICATION TO DISCHARGE UNDER CDPS GENERAL PERMIT COR400000 STORMWATER ASSOCIATED WITH CONSTRUCTION ACTIVITIES*, Certification Numbers: COR419504, COR414592, and COR418738. Copies of the permits are attached.

EROSION AND SEDIMENT CONTROL

Sediment and erosion control will be completed in phases with implementation of pre-construction BMPs and work continuing through final stabilization. The plans will be dynamic and reviewed/adjusted periodically as the project develops over time. The Pre-Construction and Site Access Phase has included the installation of vehicle tracking control, perimeter controls around stockpile locations, and stabilized staging areas. Perimeter control consists of installing sediment control logs or earthen berms as needed to intercept stormwater runoff from disturbed areas. If needed, stormwater runoff will be directed to sediment traps (ST) that will be constructed to capture runoff at low points around the facilities. The Construction Phase includes modifying the location of sediment control logs/berms as needed to accommodate stockpiles development, applying gravel and/or water to haul roads for dust control, surface roughening, seeding, and mulching, and developing stockpiles to form a stable configuration with side slopes no greater than 3H:1V. The Final Stabilization Phase will include temporary or permanent seeding, mulching, and removing all temporary BMPs when the site has reached final stabilization.

REFERENCES

Natural Resources Conservation Service (NRCS). National Engineering Handbook Part 630 Hydrology, Chapter 15.

Hahn Water Resources, LLC, Memorandum of September 7, 2023 to Heather Thompson with Subject: Preliminary Assessment of Groundwater Conditions at Milton Reservoir.

EXHIBIT L
RECLAMATION COSTS

Note: The reclamation costs associated with the sand plant are estimated and will be revised once the sand plant design is completed.



WESTERN STATES RECLAMATION

3756 Imperial Street • Frederick, CO 80516
(303) 833-1986 • (303) 833-4447 - Fax

To:	ERC	Contact:	Shelly Hoover
Address:	Lakewood Office 12345 W Alameda Pwky #206. Lakewood ... Lakewood, CO 80228	Phone:	
Project Name:	Milton Reservoir Budget ERC 05-08-2025	Fax:	
Project Location:		Bid Number:	
		Bid Date:	5/8/2025

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1	Mob	1.00	LS	\$2,199,100.00	\$2,199,100.00
2	Project Management	400.00	HR	\$247.00	\$98,800.00
3	Reclamation Oversight	8.00	WK	\$3,960.00	\$31,680.00
4	Weekly Meetings	8.00	WK	\$3,960.00	\$31,680.00
5	Remove Dredge & Cyclone Discharge Pipe	18,600.00	LF	\$7.70	\$143,220.00
6	Remove Dredge Equipment	1.00	EACH	\$31,350.00	\$31,350.00
7	Remove Cyclone Infrastructure	9,000.00	SF	\$9.50	\$85,500.00
8	Remove Conveyors	2,080.00	LF	\$27.00	\$56,160.00
9	Remove Sand Plant Infrastructure	342,000.00	SF	\$0.30	\$102,600.00
10	Fill Settling Pond	355,000.00	CY	\$3.50	\$1,242,500.00
11	Grade Stockpiles And Slopes	265.00	ACRE	\$190.00	\$50,350.00
12	Grade Settling Pond	74,770.00	CY	\$4.20	\$314,034.00
13	Grade Permanent Roads	8.00	ACRE	\$5,065.00	\$40,520.00
14	Grade Sand Plant Area	6.00	ACRE	\$7,595.00	\$45,570.00
15	Placement Of Topsoil On Stockpiles	169,150.00	CY	\$3.50	\$592,025.00
16	Placement Of Topsoil Settling Ponds	74,770.00	CY	\$3.50	\$261,695.00
17	Placement Of Class 6 On Permanent Roads	4,100.00	CY	\$50.00	\$205,000.00
18	Ripping Of Stockpiles	265.00	ACRE	\$125.00	\$33,125.00
19	Ripping Of Settling Ponds	110.00	ACRE	\$125.00	\$13,750.00
20	Ripping Of Sand Plant Area	6.00	ACRE	\$2,185.00	\$13,110.00
21	Broadcast Seeding And Mulch Stockpiles	265.00	ACRE	\$4,950.00	\$1,311,750.00
22	Drill Seed And Mulch Settling Ponds	110.00	ACRE	\$4,950.00	\$544,500.00
23	Drill Seed And Mulch Sand Plant Area	6.00	ACRE	\$4,950.00	\$29,700.00
24	Monitor And Maintenance	122.00	HR	\$440.00	\$53,680.00
25	Vegetation Water Truck	24.00	DY	\$1,025.00	\$24,600.00
26	Vegetation Water	240,000.00	GAL	\$0.95	\$228,000.00
27	Erosion Controls/maint	1.00	LS	\$46,950.00	\$46,950.00
28	Waddles	18,700.00	LF	\$6.60	\$123,420.00
29	Silt Fence	40,000.00	LF	\$1.95	\$78,000.00
30	SWMP Management & Inspections	1.00	LS	\$142,950.00	\$142,950.00
31	Debris Removal	1.00	LS	\$49,500.00	\$49,500.00
32	BMP Removal	58,700.00	LF	\$2.45	\$143,815.00

Total Bid Price: \$8,368,634.00

Notes:

- Addendums acknowledged: None
- This bid is good for thirty (30) days from the bid date set forth above.
- This bid does not include Davis Bacon wages or certified payroll requirements.
- This bid does not include a performance or payment bond. Add 1.5% for bond. Minimum of \$250.00 charge.
- No greater retainage will be withheld on WSR than is being held on the General Contractor.



WESTERN STATES RECLAMATION

3756 Imperial Street • Frederick, CO 80516
(303) 833-1986 • (303) 833-4447 - Fax

To:	ERC	Contact:	Shelly Hoover
Address:	Lakewood Office 12345 W Alameda Pwky #206. Lakewood ... Lakewood, CO 80228	Phone:	
		Fax:	
Project Name:	Milton Reservoir Budget ERC 05-08-2025	Bid Number:	
Project Location:		Bid Date:	5/8/2025

- This bid does not include any applicable fees or permits for taps, etc.
- This bid does not include any costs associated with specialized employee training that may be required for this project by the owner.
- Any fees associated with project management platforms (e.g. Textura) are not included in this bid. A pass through cost will be provided by WSR for these fees.
- This bid does not include any costs associated with private locates. WSR assumes that the General Contractor will provide private locates if needed.
- This bid does not include traffic control.
- A minimum of two (2) weeks advance notice is required for mobilization.
- This bid assumes that there will be ONE (1) mobilization for seed and mulch application and ONE (1) mobilization for erosion control. Each additional mobilization will be billed at the bid unit price
- This bid assumes adequate access to and around the site by agricultural equipment and tandem axle trucks. (Tractors, mulchers etc.)
- This bid assumes the soil conditions are such as to allow agricultural equipment to till or rip the soil.
- This bid assumes the project owner will supply seedbed quality material (topsoil) as defined by the U.S. Department of Agriculture and other similar agencies.
- This bid does not include grading of any kind, organic amendment, topsoil or rock picking.
- General contractor to provide sub-grade depth to accommodate landscape materials (mulch, sod, etc.).
- This bid assumes no slope to be steeper than 3:1
- This bid assumes that an adequate water source (150 gpm) will be available for WSR's use within the project limits. This bid does not include the cost of water.
- This bid does not include maintenance or removal of any erosion control structures.
- WSR will maintain the following landscape items for the listed time periods. Native Seeding (1 year), Plantings (1 year), Sod (60 days), Irrigation (1 year). These time frames shall take precedence over all other contract documents. If additional maintenance is requested, it will be at a negotiated cost. The start of the maintenance period is based upon construction substantial completion.
- WSR was not provided with any warranty or guarantee information on this project. Therefore, other than generally accepted workmanship standards, none is expressed or implied.
- WSR will warranty the following landscape items for the listed time periods. Native Seeding (1 year), Plantings (1 year), Sod (60 days), Irrigation (1 year). These time frames shall take precedence over all other contract documents. The start of the warranty period is based upon construction substantial completion.
- This bid is based on the attached scope of work; quantities of work beyond estimated contract amounts will be billed at the bid unit price.
- This is a complete bid and shall not be broken apart without contacting WSR.
- These stipulations, conditions, and clarifications will be considered a part of the contract that is entered into by WSR.

Payment Terms:

Payment net: 30 days. Interest will be charged on delinquent payments at the rate of 1.5% per month.

ACCEPTED: The above prices, specifications and conditions are satisfactory and hereby accepted. Buyer: _____ Signature: _____ Date of Acceptance: _____	CONFIRMED: Western States Reclamation, LLC Authorized Signature: _____ Estimator: Joe Schneider 303-833-8840 jschneider@wsreclamation.com
---	---

EXHIBIT N
SOURCE OF LEGAL RIGHT TO ENTER

PARCEL #121311000003 DEED

CERTIFICATE OF CONVEYANCES
STATE OF COLORADO
COUNTY OF WELD

WELD COUNTY
DEPARTMENT OF PLANNING SERVICES

Land Title Order No.: Milton Reservoir Section 11

The Land Title Guarantee Company TITLE INSURANCE or ABSTRACT COMPANY hereby certifies that it has made a careful search of its records, and finds the following conveyances affecting the real estate described herein since August 30, 1972, and the most recent deed recorded prior to August 30, 1972.

Legal Description:

The SW $\frac{1}{4}$, and the W $\frac{1}{2}$ of the SE $\frac{1}{4}$, and the W $\frac{1}{2}$ of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$, of Section 11, Township 3 North, Range 65 West of the 6th P.M., County of Weld, State of Colorado.
(1221311000003)

CONVEYANCES (if none appear, so state):

Book 930

Page 521

This Certificate is made for the use and benefit of the Department of Planning Services of Weld County, Colorado.

This Certificate is not to be construed as an Abstract of Title, nor an opinion of Title, nor a guarantee Title, and the liability of Land Title Guarantee COMPANY, is hereby limited to the fee paid for this Certificate.

It Witness Whereof, Land Title Guarantee COMPANY, has caused this certificate to be signed by its proper officer this 3rd day of March, 2017 at 5:00 o'clock P.M.

LAND TITLE GUARANTEE COMPANY

By: Wendy A. Bell
Wendy A. Bell, Title Examiner

QUIT-CLAIM DEED.—The C. F. Hoekel Blank Book & Lumber Co., Denver, Colo. 58074

COMPILED BY LAMONT & HUGHES

No. 390411
QUIT-CLAIM DEED.
 FROM
Chicago Title and Trust
Company, as Trustee
 TO
The Farmers, Foreman
and Irrigation Company
 STATE OF COLORADO, ss.
 County of Weld, ss.
 This Quit-Claim Deed was filed for
 record at 9 o'clock A.M.,
Oct 5, 1922.
By Officer C. Littell
Deputy

This Deed, Made this 26 day of September,
 in the year of our Lord one thousand nine hundred and twenty-two between Chicago Title and Trust Company, as corporation duly organized and existing under and by virtue of the laws of the State of Illinois and authorized to transact business in the State of Colorado as Trustee of the 11th Ward, said
 County of Denver and State of Colorado, of the first part, and
The Farmers, Foreman and Irrigation Company, a Colorado corporation, with offices in the City and
 of the
 County of Denver and State of Colorado, of the second part,
 Witnesseth, That the said part 1 of the first part, for and in consideration of the sum of One and 00/100 (\$1.00) DOLLARS, and other good and valuable considerations to the said part 2 of the first part in hand paid by the said part 2 of the second part, the receipt whereof is hereby confessed and acknowledged, hath remised, released, sold, conveyed and Quit-Claimed, and by these presents doth remise, release, sell, convey and Quit-Claim unto the said part 2 of the second part, its heirs and assigns forever, all the right, title, interest, claim and demand which the said part 1 of the first part hath in and to the following described

real estate situate, lying and being in the County of Weld, and State of Colorado, to-wit:
The Southwest Quarter (SW 1/4), the West half of the Southeast Quarter (E 1/2 SW 1/4) and the West half of the Southeast Quarter of the Southeast Quarter (SW 1/4 SE 1/4) of Section Eleven (11), Township Three (3) North, Range Sixty-five (65) West, except so much thereof as is occupied by Milton Lake and the Gilmore Canal as now constructed, containing Ninety-one (91) acres, more or less.

To Have and to Hold the Same, Together with all and singular the appurtenances and privileges thereunto belonging or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever, of the said part 1 of the first part, either in law or equity, to the only proper use, benefit and behoof of the said part 2 of the second part, its heirs and assigns forever.

In Witness Whereof, The said part 1 of the first part has caused its corporate name to be hereunto subscribed by its Vice President, and its corporate seal to be hereunto affixed, attested by its Secretary, this day and year first above written.

Attest:
Abel Davis
By Abel Davis
Vice President
Chicago Title and Trust Company
Secretary
State of Illinois
Corporate Seal
OK
10/27/1922

STATE OF COLORADO, ss. I, Belle M. Stark, a Notary Public in and for
 said County of Weld, in the State aforesaid, do hereby certify that
 who personally known to me the person whose name Abel Davis subscribed to the Deed, appeared before
 me this day in person, and acknowledged that signed, sealed and delivered the said instrument of writing
 as free and voluntary act for the uses and purposes therein set forth.
 Given under my hand and seal, this 30th day of September, A. D. 1922.
 STATE OF ILLINOIS, ss. I, Belle M. Stark in and for said Cook County, in the
 COUNTY OF COOK, do hereby certify that Abel Davis and H. J. Tansley who are personally known to me to be the
 same persons whose names are subscribed to the foregoing deed as having executed the same respectively as Vice President and Secretary of CHICAGO TITLE AND TRUST COMPANY, as TRUSTEE a corporation, and who are known to me to be such officers, respectively, appeared before me this day in person, and severally acknowledged that the seal affixed to the foregoing instrument is the
 corporate seal of said corporation; that the same was thereunto affixed by the authority of said corporation; that said instrument was by like authority subscribed with its corporate name; that the said Abel Davis is the Vice President of said corporation, and the said H. J. Tansley is the Secretary thereof; that by the authority of said corporation they respectively subscribed their names thereto as Vice President and Secretary, and that they signed, sealed and delivered the said instrument of writing as their free and voluntary act and deed, of said corporation for the uses and purposes therein set forth.
 Given under my hand and Notarial seal, this 30th day of September A. D. 1922
 My commission expires March 17th 1925
Belle M. Stark
 Notary Public

This Deed, Made this 26 day of September in the year of

our Lord one thousand nine hundred and twenty-two, between CHICAGO TITLE AND TRUST COMPANY, a corporation duly organized and existing under and by virtue of the laws of the State of Illinois and authorized to transact business in the State of Colorado, as TRUSTEE, with offices in the City and County of Denver and State of Colorado, of the first part, and

~~corporation duly organized and existing under and by virtue of the laws of the State of Colorado, of the first part, and~~

THE FARMERS RESERVOIR AND IRRIGATION COMPANY, a Colorado corporation, with offices in the City and County of Denver and State of Colorado, of the second part,

WITNESSETH, That the said party of the first part, for and in consideration of the sum of One and 00/100 (\$1.00) and other good and valuable considerations to the said party of the first part in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, hath remised, released, sold, conveyed and QUIT CLAIMED, and by these presents doth remise, release, sell, convey and QUIT CLAIM unto the said party of the second part, its successors and assigns forever, all the right, title, interest, claim and demand which the said party of the first part hath in and to the following described real estate situate, lying and being in the County of Weld and State of Colorado, to-wit:

The Southwest Quarter (SW $\frac{1}{4}$), the West Half of the Southeast Quarter (W $\frac{1}{2}$ SE $\frac{1}{4}$) and the West Half of the Southeast Quarter of the Southeast Quarter (W $\frac{1}{2}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$) of Section Eleven (11), Township Three (3) North, Range Sixty-five (65) West, except so much thereof as is occupied by Milton Lake and the Gilmore Canal as now constructed, containing Ninety-one (91) acres, more or less.

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereunto belonging, or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever, of the said party of the first part, either in law or equity, to the only proper use, benefit and behoof of the said part ~~y~~ ^{successors} of the second part, ~~its~~ ~~heirs~~ and assigns forever.

IN WITNESS WHEREOF, The said party of the first part hath caused its corporate name to be hereunto subscribed by its ~~Vice~~ President, and its corporate seal to be hereunto affixed, attested by its Secretary, the day and year first above written.



CHICAGO TITLE AND TRUST COMPANY, as TRUSTEE

Attest:

H. J. Jansley

Secretary.

By

Abel Davis
Vice President.

ILLINOIS,

STATE OF ~~COLORADO~~

COUNTY OF COOK

} SS

I, *Belle M. Stark*

in and for said

Cook

County,

in the State aforesaid, do hereby certify that

H. J. Jansley

Abel Davis and

who are personally known to me to be the same persons whose names are subscribed to the foregoing deed as having executed the same respectively as *Vice* President and Secretary of

CHICAGO TITLE AND TRUST COMPANY, as TRUSTEE

a corporation, and who are known to me to be such officers, respectively, appeared before me this day in person, and severally acknowledged: That the seal affixed to the foregoing instrument is the corporate seal of said corporation; that the same was thereunto affixed by the authority of said corporation; that said instrument was by like authority subscribed with its corporate name; that the said

Abel Davis

is the

Vice

President of said corporation, and

the said

H. J. Jansley

is the Secretary thereof; that by the

authority of said corporation they respectively subscribed their names thereto as *Vice* President and Secretary, and that they signed, sealed and delivered the said instrument of writing as their free and voluntary act and deed, and as a free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

Given under my hand and *Notarial* seal, this

30th

day of

September

A. D. 19 22

My commission expires

March 17th 1925

Belle M. Stark

Notary Public

No. 390471

QUIT CLAIM DEED

CHICAGO TITLE AND TRUST COMPANY,

as TRUSTEE

TO

THE FARMERS RESERVOIR AND

IRRIGATION COMPANY

STATE OF COLORADO.

COUNTY OF

SS.

I hereby certify that this instrument was

filed for record in my office at

o'clock 2 M., OCT 5 - 1922, 19

and is duly recorded in book 622

page

Recorder.

Deputy.

Fees, \$ 1.00

Return to
The Farmers Reservoir & Irrigation Co.

IDEAL BLDG.

DENVER, CO. COLS.

THE BRADFORD-ROBINSON PTG. CO.

ID-1.00 38704 OCT-5-22

File 1319C

REI AND FRICO LEASE AGREEMENT

**ACTION BY WRITTEN CONSENT
(FRICO DREGING PROJECT)**

REI Limited Liability Company
(a Wyoming Limited Liability Company)

Dated as of July 5, 2022

The undersigned, being all of the members (the “**Members**”) of REI Limited Liability Company, a Wyoming limited liability company (the “**Company**”), acting pursuant to the Wyoming Limited Liability Company Act and the Operating Agreement of the Company dated July 16, 1992, as amended (the “**Operating Agreement**”), **DO HEREBY CONSENT** to the taking of the following actions in lieu of a meeting and **DO HEREBY ADOPT** the following resolutions pursuant to the Wyoming Limited Liability Company Act:

WHEREAS, PLR Investments, LLC, a Colorado limited liability company (“**PLR Investments**”), has proposed to purchase membership interests in the Company from Brittners LLC, a Colorado limited liability company (“**Brittners**”), and Christopher L. Phillips (“**Phillips**”), each of whom is a Member, pursuant to that certain REI Membership Interest Purchase Agreement dated on or about July 5, 2022 (the “**Purchase Agreement**”);

WHEREAS, upon the closing of the transactions contemplated by the Purchase Agreement: (1) PLR Investments will own 20% of all equity interest in the Company and 55.96% of the equity interest in the Company which are held by members of the Company; (2) Brittners will cease to be a member in the Company; and (3) Phillips will remain a member of the Company;

WHEREAS, PLR Investments is a wholly owned subsidiary of The Farmer’s Reservoir and Irrigation Company, a Colorado corporation (“**FRICO**”). FRICO owns Milton Reservoir, which is adjacent to the property owned by the Company. FRICO has proposed to dredge Milton Reservoir and temporarily stockpile sediment on the Company’s property (the “**Dredging Project**”), as further described on Exhibit A;

WHEREAS, as a condition to the parties’ obligation to consummate the transactions contemplated under the Purchase Agreement: (1) FRICO and the Company must enter into that certain Property Lease and Reclamation Agreement (the “**Lease Agreement**”) substantially in the form attached hereto as Exhibit B, which gives FRICO the right to use certain portions of the Company’s property to undertake the Dredging Project; (2) the Members and Economic Interest Holders must consent to the Dredging Project and the Lease Agreement; and (3) Graystone Realty, LLC, a Colorado limited liability company wholly owned by Christine Hethcock, a Member, and the Company must enter into that certain Listing Agreement (the “**Listing Agreement**”) substantially in the form attached hereto as Exhibit C;

WHEREAS, the Members and Economic Interest Holders have reviewed Exhibit A, Exhibit B, and Exhibit C and have had the opportunity to ask questions and obtain answers regarding the transactions contemplated by such documents and are satisfied that no additional information is necessary to make an informed decision with respect to the foregoing;

WHEREAS, the Members and Economic Interest Holders understand that the Dredging Project, the Lease Agreement, and the Listing Agreement constitute conflict of interest transactions because certain members of the Company may have personal interests which are not

aligned with the interests of the Company, but the Members and Economic Interest Holders nonetheless believe the Dredging Project, Lease Agreement, and Listing Agreement are fair to the Company;

WHEREAS, the Members and Economic Interest Holders desire to: (1) admit PLR Investments as a member of the Company, (2) consent to the Dredging Project, the Lease Agreement, and the Listing Agreement, (3) authorize the Company's manager to cause the Company to enter into the Lease Agreement and the Listing Agreement, and (4) take such further action as is set forth below.

NOW, THEREFORE, BE IT RESOLVED, that, upon the closing of the transactions contemplated by the Purchase Agreement, PLR Investments shall be, and hereby is, admitted as a member of the Company, with all the rights of a member as set forth in the Operating Agreement;

RESOLVED, that the Dredging Project, the Lease Agreement, and the Listing Agreement be, and hereby are, approved, adopted, ratified, and confirmed in all respects;

RESOLVED, that the form, provisions, and material terms and conditions of the Lease Agreement and the Listing Agreement are hereby approved, adopted, ratified, and confirmed in all respects;

RESOLVED, that the Dredging Project, the Lease Agreement, and the Listing Agreement are fair to the Company;

RESOLVED, that the manager of the Company is hereby authorized, empowered, and directed as follows: (1) to execute, deliver, and cause the Company to perform the Lease Agreement, the Listing Agreement, and any documents related thereto; and (2) to do or cause to be done any and all other acts and things that the Company or its manager deems necessary appropriate, or desirable, in their discretion, in connection with the execution, delivery, and performance of the Lease Agreement and the Listing Agreement;

RESOLVED, that the execution and delivery of the Lease Agreement and the Listing Agreement and any related documents by the Company shall be conclusive evidence of the Members' and Economic Interest Holders' approval thereof and of all matters relating thereto;

RESOLVED, that any and all actions taken by the manager of the Company in connection with the Dredging Project or the Lease Agreement before the adoption of these resolutions that are within the authority conferred hereby are hereby in all respects authorized, approved, adopted, ratified, and confirmed; and

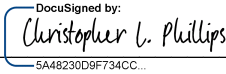
RESOLVED, that the manager of the Company be, and hereby is, authorized, empowered, and directed, in the name of and on behalf of the Company, to take such further action and execute such other documents as she may consider necessary or appropriate for the purposes of effectuating the foregoing resolutions.

(signature page follows)

IN WITNESS WHEREOF, the undersigned, being all of the Members and Economic Interest Holders of the Company, hereby consent to, approve, and adopt this Action by Written Consent, to be effective as of the date first set forth above, regardless of the date of actual signature.

Member:

The Phillips Family Partnership, LLLP

By:  _____
DocuSigned by:
5A48230D9F734CC...

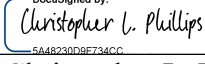
Name: Christopher L. Phillips

Title: Member

Date: 7/5/2022

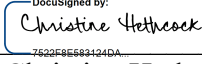
Member:

Christopher L. Phillips, an individual

By:  Christopher L. Phillips
Name: Christopher L. Phillips
Date: 7/5/2022

Member:

Christine Hethcock, an individual

By: 
Name: Christine Hethcock
Date: 7/5/2022

The above Action by Written Consent is acknowledged and approved by the undersigned.

Brittners, LLC

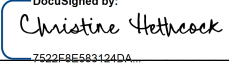
By: 
Name: Christine Hethcock
Title: Manager
Date: 7/5/2022

EXHIBIT A

DESCRIPTION OF DREDGING PROJECT

The Farmers Reservoir and Irrigation Company, a Colorado corporation (“**FRICO**”) proposes to dredge Milton Reservoir and to temporarily use adjacent parcels of land owned by REI Limited Liability Company, a Wyoming limited liability company (“**REI**”) to store sediment removed from the reservoir and eventually using the dried materials to fill in depressions on REI’s property, which is intended to result in improved sites for residential construction.

Milton Reservoir, which is owned by FRICO, is located immediately south and east of land owned by REI. It is fed by surface water diversions from the South Platte River through the Platteville and Beebe canals. Since its original construction in the early 1900s, a significant amount of sediment has accumulated in the reservoir, decreasing its available capacity for water. FRICO proposes to dredge Milton Reservoir to increase its water holding capacity.

FRICO will construct settling ponds on REI property in the approximate location shown on the map attached as Attachment 1 (the “**Project Map**”). FRICO will use a hydraulic dredge and earth moving equipment to remove sediment from Milton Reservoir. The slurry will be processed in a centrifuge to remove a significant amount of water and then transferred to settling ponds where excess water will seep into the ground. As the material dries, it will be stockpiled on FRICO property or REI property as identified on the Project Map.

When the dredging project is complete and the materials removed from the reservoir have dried, FRICO will use the material from the settling ponds and the stockpile areas to fill in depressions in REI land as identified on the Project Map. This will raise the elevation of this land, making it more suitable as residential building sites and hopefully increasing the value of such land. Finally, FRICO will reclaim the areas used as settling ponds and stockpile areas to reasonably restore those areas to their prior condition.

Attached as Attachment 2 is a geotechnical report concerning Milton Reservoir.

Attached as Attachment 3 is a technical memorandum concerning Milton Reservoir.

Attachment 1: Project Map

Attachment 2: Geotechnical Report

Attachment 3: Technical Memorandum

Attachment 1: Milton Dredge Areas

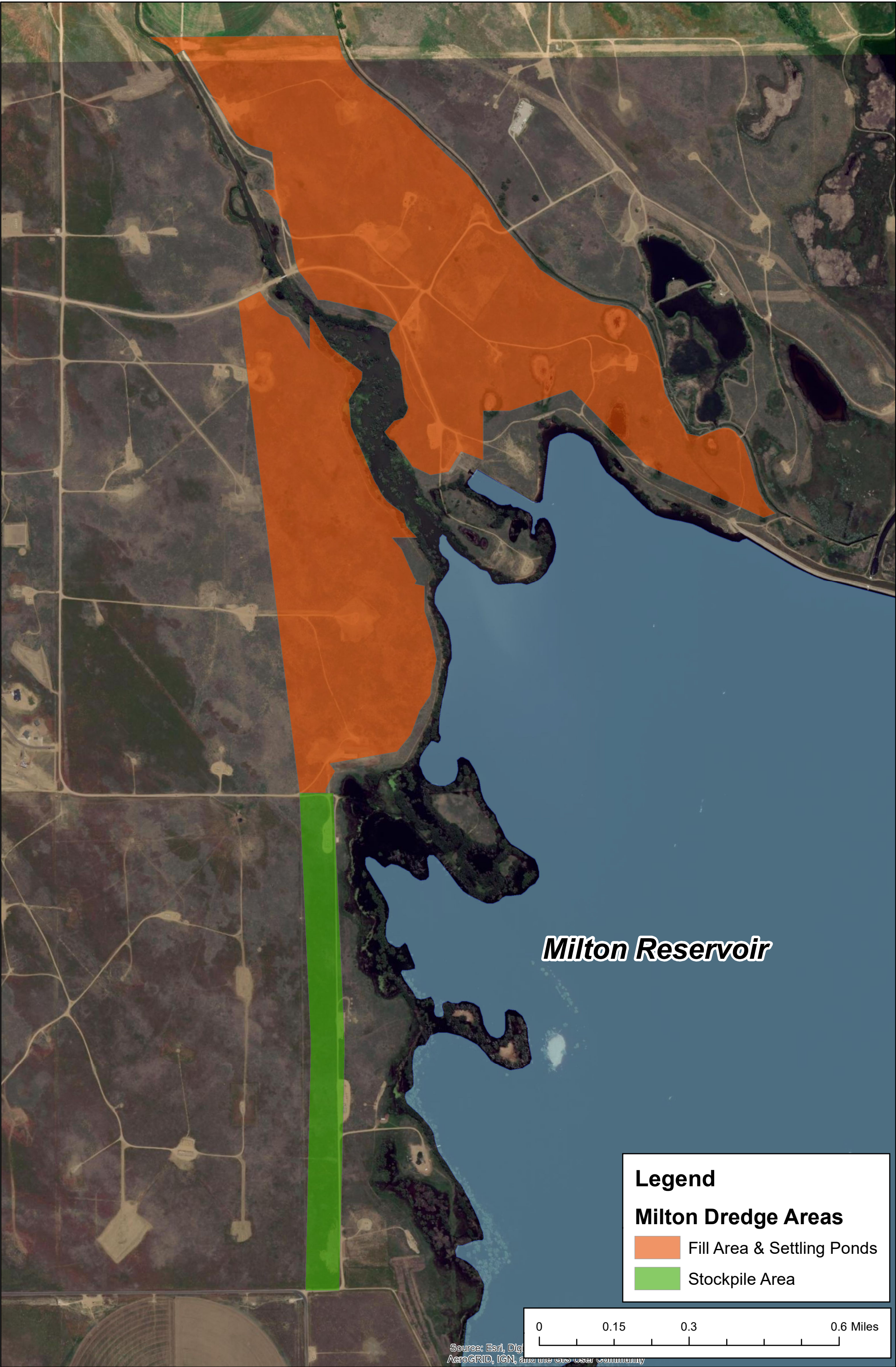


EXHIBIT S
PERMANENT MAN-MADE STRUCTURES

CHEVRON-NOBLE ENGINEERING REPORT



MEMORANDUM

Date: May 9, 2025
To: Chris Gerardi, DRMS
From: Lisa Shea, ERC
Project: Milton Sands Mining Permit Application - File No. M-2024-057
Re: CHEVRON/NOBLE (Chevron) INFRASTRUCTURE Engineering Evaluation

Chevron operates oil and gas facilities within the proposed 200-foot buffer of the affected mine area. FRICO has contacted Chevron, informed them of the project, and provided a draft agreement for their review and approval. While the agreement has not yet been finalized, both parties are actively working through its details. Given that securing an indemnification agreement before FRICO's final submittal to DRMS is unlikely, an engineering evaluation was conducted instead to demonstrate that the mining activities will not impact Chevron's structures.

Chevron's infrastructure within the area includes wells and well pads. **Table 1** provides a list of these wells along with their status, while **Figures 1** and **2** show their locations. Of the 49 wells operated by Chevron, 45 have been plugged and abandoned according to Colorado's Oil & Gas Information System (OGIS). Reclamation of well pad areas has been ongoing over the past few years, as documented through FRICO's monthly drone surveys (shown in Exhibit A).

Table 1: Chevron/Noble Well List

WELL NAME	STATUS	NOTED PLUGGED AS OF:		WELL NAME	STATUS	NOTED PLUGGED AS OF:
BB DRAW H 3-5JI	PLUGGED & ABANDONED	11/6/23		BB DRAW BEEBE 41-15-2	PLUGGED & ABANDONED	10/11/12
BB DRAW H FEDERAL 4-8JI	PLUGGED & ABANDONED	8/15/24		BB DRAW CATL. CO 32-15 #1	PLUGGED & ABANDONED	10/11/12
BB DRAW H 3-12JI	PLUGGED & ABANDONED	11/8/23		FRICO 5-15	PLUGGED & ABANDONED	10/19/23
BB DRAW H 3-11JI	PLUGGED & ABANDONED	8/21/21		FRICO STATE 31-15	PLUGGED & ABANDONED	7/7/22
BB DRAW FEDERAL 4-4J	PLUGGED & ABANDONED	6/23/23		HRS-MATTHEW 6-15	PLUGGED & ABANDONED	8/22/24
BB DRAW H3-3J	PLUGGED & ABANDONED	6/23/23		HRS-HAAS 5-15	PLUGGED & ABANDONED	10/19/23
BB DRAW H3-14JI	PLUGGED & ABANDONED	10/28/22		FRICO 19-15	PLUGGED & ABANDONED	8/21/24
BB DRAW H15-754	ACTIVE			FRICO 9-15	PLUGGED & ABANDONED	10/31/23
BB DRAW H15-764	ACTIVE			FRICO 10-15	PLUGGED & ABANDONED	8/16/24
BB DRAW H15-774	ACTIVE			FRICO 11-15	PLUGGED & ABANDONED	8/12/24
BB DRAW H15-783	ACTIVE			FRICO 22-15	PLUGGED & ABANDONED	1/4/24
REI 11-10	PLUGGED & ABANDONED	8/19/24		FRICO 20-15	PLUGGED & ABANDONED	11/17/23
FRICO 23-10	PLUGGED & ABANDONED	11/3/23		FRICO 12-15	PLUGGED & ABANDONED	10/24/2023
HSR DANE 9-10	PLUGGED & ABANDONED	12/6/23		FRICO 1-15 HZ	PLUGGED & ABANDONED	10/26/21
HRS-FRICO 10-10	PLUGGED & ABANDONED	7/30/24		FRICO 12-15	PLUGGED & ABANDONED	10/24/23
HRS-FRICO 15-10	PLUGGED & ABANDONED	7/29/24		FRICO 2-15 HZ	PLUGGED & ABANDONED	11/14/23
HRS-FRICO 16-10	PLUGGED & ABANDONED	9/3/24		RICO 23-15	PLUGGED & ABANDONED	10/26/21
REI 38-9	PLUGGED & ABANDONED	6/10/24		FRICO 14-15	PLUGGED & ABANDONED	8/29/24
REI 35-10	PLUGGED & ABANDONED	5/23/24		FRICO 15-15	PLUGGED & ABANDONED	8/22/24
HSR-BB DRAW 4-15	PLUGGED & ABANDONED	3/28/24		FRICO 16-15	PLUGGED & ABANDONED	8/13/24
HRS-BB-DRAW 3-15	PLUGGED & ABANDONED	6/10/24		FRICO 36-15	PLUGGED & ABANDONED	
HRS-OVIATT 11-10	PLUGGED & ABANDONED	6/12/23		FRICO 37-15	PLUGGED & ABANDONED	9/05/24

Figure 1: Chevron Well Locations – North Side of Property

(Green Dots = Well location, Red dashed line = abandoned flowline, Blue line = active flowline)

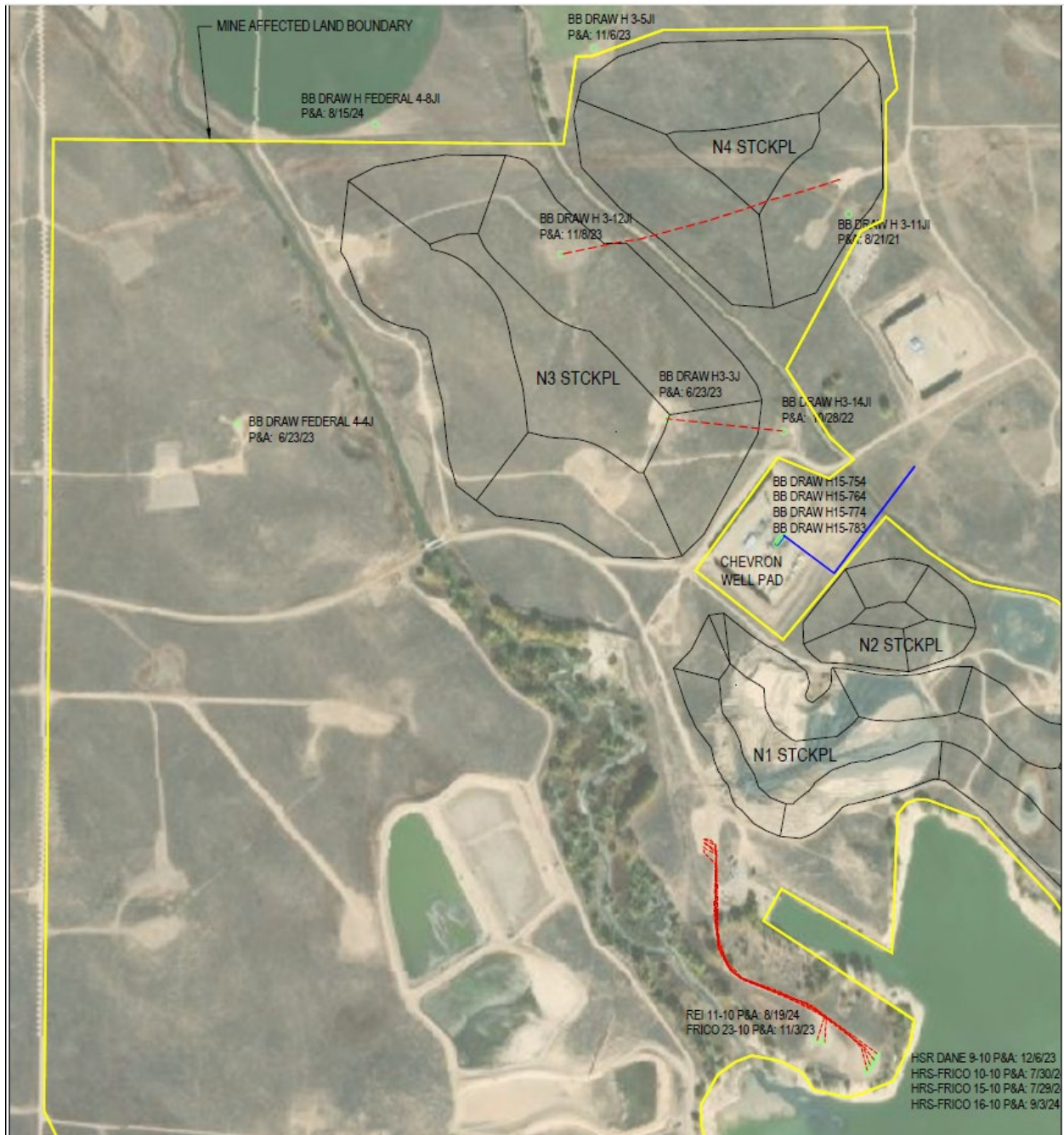


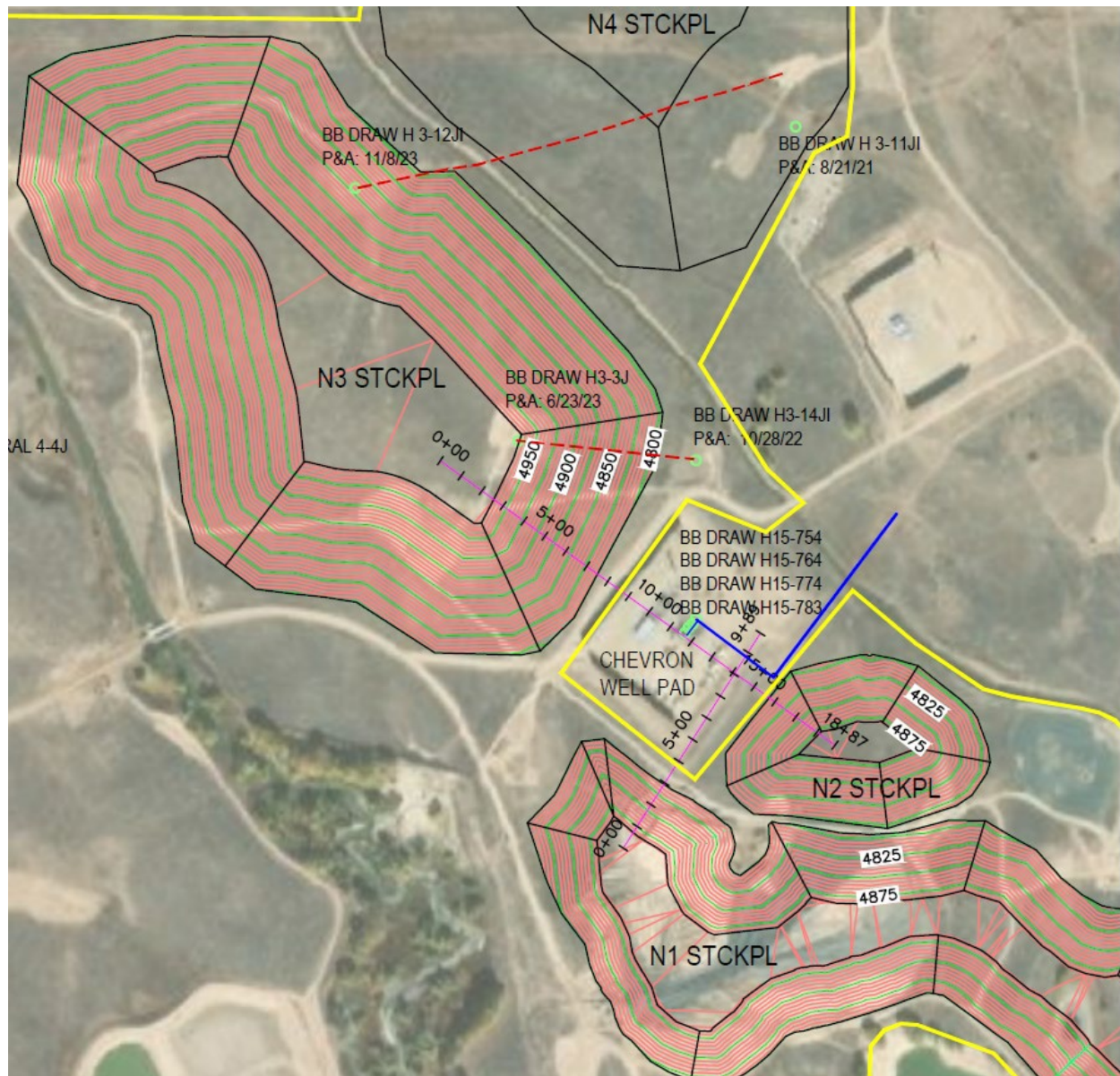
Figure 2: Chevron Well Locations – South Side of Property

(Green Dots = Well location, Red dashed line = abandoned flowline)



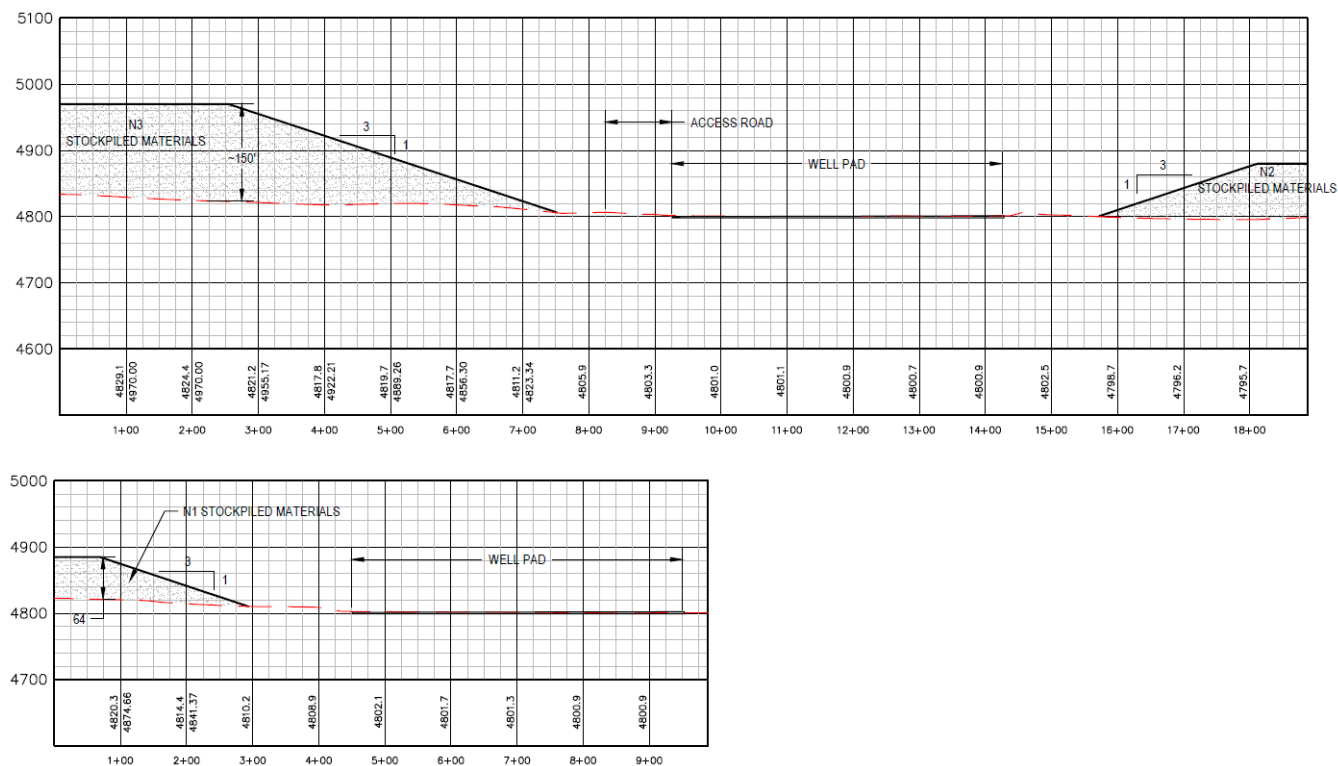
The only area where Chevron's active oil and gas wells and related surface infrastructure is near the mine workings is in the north area of the mine as shown in **Figure 3**. This well pad is relatively new, and it is unclear whether the wells have been drilled and developed. However, these wells will likely be active throughout the mining operation. The well pad is situated between stockpiles N1, N2, and N3. The stockpiles are designed with a 3H:1V slope, which is considered stable based on the results of the stability analysis presented in Exhibit T.

Figure 3: Map of North Well Pad and Adjacent Stockpiles



Cross sections were created through the well pad and nearby stockpiles to better understand the area's overall geometry and confirm that the geometry is consistent and conservative compared to the cross section used in the stability analysis (Exhibit T). These cross sections are presented in **Figure 4** below.

Figure 4: Cross Sections of the North Well Pad and Adjacent Stockpiles



As shown in the figure, the N3 stockpile, located north of the well pad, would reach a maximum height of approximately 150 feet and have a 100- to 150-foot setback from the well pad if fully developed. This represents a worst-case scenario in terms of potential risk to the well pad and therefore represents a conservative condition to evaluate. The slope stability analysis in Exhibit T evaluates an even more conservative case with a maximum stockpile height of 160 feet. **Figure 5**, extracted from the analysis in Exhibit T, shows the analyzed cross section, the most critical slip surface, and the resulting factor of safety (FoS), calculated as the ratio of resisting to driving forces. The analysis yielded an FoS of approximately 2.0, indicating the slope is stable and safe.

FRICO will actively monitor the slopes for any signs of instability and ensure appropriate erosion and sediment controls are in place to prevent any impact on well pad operations.

Figure 5: Stability Analysis through Stockpile Section

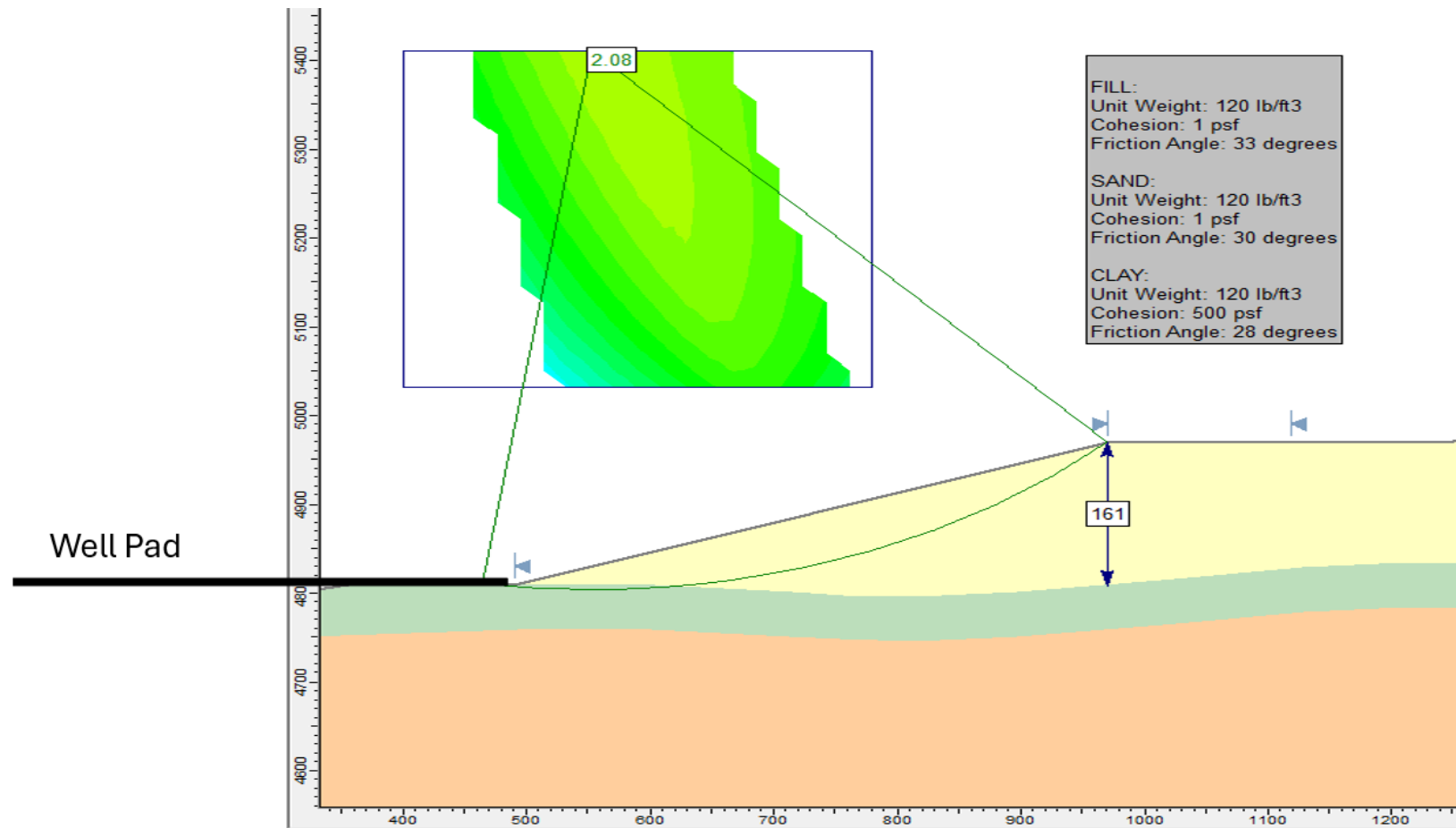


Exhibit A: March 2025 – Drone Image of O&G Wells in the southwest (Looking south) – Wells Removed



FRICO - NOBLE INDEMNIFICATION AGREEMENT CORRESPONDENCE

From: [Katie A. Moisan](#)
To: [Gannaway, David](#); [Ball, Tony](#); [Scott Edgar](#); [Tracy Garcia](#); [McCrimmon, Kate](#); [Philip E. Lopez](#)
Subject: RE: Re: Re: Re: Re: Re: Milton mining permit
Date: Tuesday, May 6, 2025 11:23:05 AM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[image570489.png](#)
[Noble Energy and FRICO Indemnity Agreement.docx](#)
[Noble Energy and FRICO Indemnity Agreement FW edits 4.30.25 \(002\).pdf](#)

Hi David,

I think there may be a few points that have gotten mixed up throughout these communications. Hopefully this email provides some clarification, but in the interest of time and getting this done quickly, please give me a call if you get a chance to discuss.

Scott sent over the attached initial draft (Word attachment) to Kate on October 2. As you'll see from our initial draft, FRICO had originally proposed to provide indemnification for any structural damage "arising out of or directly caused by FRICO's mining operations." This is what is required by DRMS. Based on further conversations with Noble, FRICO has additionally agreed to provide indemnification for any environmental damage that it has directly caused. Your comment below suggesting that FRICO believes it shouldn't be responsible for its own actions is frankly untrue and our initial draft and further changes/attempts to compromise show this. FRICO absolutely believes that it should be responsible for any damage that it causes, as evidenced by our initial draft and continues to be the intent.

Not only is this a required agreement per DRMS, but FRICO has every intent of being a good neighbor to Chevron and supports its operations in the area.

With that being said, FRICO needs some sort of parameters around the language used, as "contributed to or exacerbated by" is vague and opens FRICO up to litigation. Our most recent redlines provided (re-attached here) was an attempt to reasonably meet in the middle, especially given the low-risk of FRICO's operations. Not only do we think that Chevron will be sufficiently protected, but it also keeps parameters around FRICO's exposure to litigation.

As for the length of the indemnification, Scott will agree to 4 years.

You indicated on our call last week that you would provide us with setbacks, so we are still waiting on those. Once you have them, we are happy to incorporate into an access agreement.

The agreement provided in November was long before we knew that Chevron needed the access agreement. At the time, we had only proposed the indemnity agreement because that is what was required by DRMS. I am unaware of any discussions at the time involving access/remediation, so the proposed agreement in November was much broader than what we need to provide to DRMS. I only just learned about the need for the access agreement on April 23.

As mentioned earlier, FRICO must submit this agreement to DRMS asap. We would prefer to send over the signed structural agreement, with the intent to sign the access agreement in the near future (once Chevron knows where it needs to access/setbacks), rather than having our engineers submit a report.

Thank you,
Katie



Katie A. Moisan , (She/Her)
Director
303-894-4442
KMoisan@fwlaw.com | fwlaw.com
1801 California Street, Suite 2600
Denver, CO 80202

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From: Gannaway, David <David.Gannaway@chevron.com>

Sent: Monday, May 5, 2025 2:13 PM

To: Katie A. Moisan <KMoisan@fwlaw.com>; Ball, Tony <tony.ball@chevron.com>; Scott Edgar <Scott@farmersres.com>; Tracy Garcia <tracy@farmersres.com>; McCrimmon, Kate <katemccrimmon@chevron.com>; Philip E. Lopez <PLopez@fwlaw.com>

Subject: RE: Re: Re: Re: Re: Re: Milton mining permit

Katie –

If there is an existing problem, and FRICO directly or indirectly contributes to or exacerbates that existing problem, FRICO should be liable to the extent they contributed. From our perspective, it appears FRICO doesn't believe it should be responsible for its own actions. We are having a hard time understanding why FRICO would take that position. Is this an accurate representation of FRICO's current position?

We are open to limiting the indemnity and believe that 5 years after expiration of the DRMS permit is reasonable.

FRICO operating near these wellsite areas before the remediation work is complete adds risk and uncertainty to our operations, and FRICO's apparent refusal to take accountability for its own actions under the indemnity agreement gives us concerns. Additionally, we are concerned that FRICO will be working in and around areas where we currently don't know the extent of the remediation and the associated access that will be required. Without knowing the extent or severity of any existing issues it is difficult to predict what effect, if any, FRICO's activities may have on the wellsite areas. We appreciate that your plan is not to stockpile where we need

access, but at this time it is not clear where access is needed. We previously suggested setbacks from our existing infrastructure as a potential solution to this problem, but that agreement and those setbacks were rejected by FRICO.

David K. Gannaway | Senior Counsel
Rockies Business Unit
Chevron U.S.A. Inc.

From: Katie A. Moisan <KMoisan@fwlaw.com>

Sent: Thursday, May 1, 2025 5:36 PM

To: Ball, Tony <tony.ball@chevron.com>; Gannaway, David <David.Gannaway@chevron.com>; Scott Edgar <Scott@farmersres.com>; Tracy Garcia <tracy@farmersres.com>; McCrimmon, Kate <katemccrimmon@chevron.com>; Philip E. Lopez <PLopez@fwlaw.com>

Subject: [**EXTERNAL**] RE: Re: Re: Re: Re: Milton mining permit

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Hi Tony,

Thank you for sending. This looks like the same January version that we discussed in our February phone call. Attached is a redlined copy that is consistent with our discussion in February and shares FRICO's concerns. In particular, FRICO agrees that it should be responsible for any direct damage, but any indirect damage or damage "contributed to or exacerbated by" FRICO is vague, opens FRICO open to endless liability, and is contrary to what is required by DRMS. More significantly, and based on our February discussion, the redlines from Chevron in January were under the impression that FRICO was conducting what we would think of as your standard, invasive "mining" operations. We know that is not the case from our call.

In addition, we need some sort of parameters to the length of the indemnities. I understand that Chevron does not want them to expire immediately upon expiration of the DRMS permit, but we need some reasonable parameters as to when Chevron would know of any damage and be able to bring a claim. I have suggested 12 months after expiration of the DRMS permit, but I am open to reasonable alternatives.

From our perspective, the risk to Chevron here is really very low, given FRICO's operations. This agreement is one-sided and only benefits Chevron. What is it specifically that Chevron is concerned about? We are happy to address those concerns.

I did speak with Scott about the access agreement as well, and while I know we are waiting for testing results before we know exactly what areas Chevron wants to protect, please know that it is not FRICO's intent to place stockpiles where Chevron needs access. While that could of course change

based on the testing, and we will address that in the agreement once you all have results and know the specific areas, our goal is not to be moving stockpiles around and ensure that Chevron has access to the areas that it needs.

If Scott does have to make the assertions below to DRMS, given that this is not finalized, please know that we intend to let DRMS know that you all are working diligently with us and in good faith to get this resolved. We think DRMS will be understanding.

Thank you,
Katie



Katie A. Moisan , (She/Her)
Director
[303-894-4442](tel:303-894-4442)
KMoisan@fwlaw.com | fwlaw.com
1801 California Street, Suite 2600
Denver, CO 80202

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From: Ball, Tony <tony.ball@chevron.com>

Sent: Wednesday, April 30, 2025 9:46 AM

To: Katie A. Moisan <KMoisan@fwlaw.com>; Gannaway, David <David.Gannaway@chevron.com>; Scott Edgar <Scott@farmersres.com>; Tracy Garcia <tracy@farmersres.com>; McCrimmon, Kate <katemccrimmon@chevron.com>; Philip E. Lopez <PLopez@fwlaw.com>

Subject: RE: Re: Re: Re: Re: Re: Milton mining permit

Katie,

Chevron is comfortable with the attached version of the structure agreement that we sent on January 28th. Due to the known and possible remediation obligations, we feel that the liability language surrounding FRICO's activities is necessary. As Scott and I discussed yesterday, there is a lot of unknowns surrounding the samples, depth of required remediation operations and geographic extent.

For your awareness, signatures at Chevron follow a required process that usually takes about a week. If we can agree to a draft today, we can begin that process and try to expedite it. I hope the DRMS would be understanding if we have an agreement in principle but don't have signatures.

Thanks,

Tony Ball
Land Representative
tony.ball@chevron.com
Chevron Rockies Business Unit

2115 117th Ave
Greeley, Colorado 80634
Tel 970-324-9984

From: Katie A. Moisan <KMoisan@fwlaw.com>

Sent: Wednesday, April 30, 2025 8:03 AM

To: Gannaway, David <David.Gannaway@chevron.com>; Scott Edgar <Scott@farmersres.com>; Ball, Tony <tony.ball@chevron.com>; Tracy Garcia <tracy@farmersres.com>; McCrimmon, Kate <katemccrimmon@chevron.com>; Philip E. Lopez <PLopez@fwlaw.com>

Subject: **[**EXTERNAL**]** RE: Re: Re: Re: Re: Milton mining permit

Importance: High

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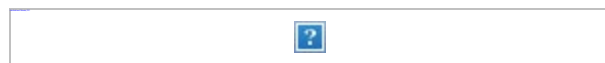
Ensure the email and contents are expected. If there are concerns, please submit suspicious messages to the Cyber Intelligence Center using the Report Phishing button.

Hi David, as a quick follow up to my email yesterday, we need to get the structural indemnity agreement completed this week. This is separate from the access agreement and only protects Noble. It is reattached here. Please call me today if you have any questions.

As Scott mentioned in his email on Monday, our response to DRMS is due this week. If we do not have it, our engineers will have to submit their report to DRMS regarding the Chevron/Noble facilities. We don't prefer this method, and given that the indemnity agreement really only benefits Noble, we are hopeful that it is a quick signature.

Please let me know if you have any questions, and thank you for working with us to get this done.

Katie



Katie A. Moisan , (She/Her)
Director
[303-894-4442](tel:303-894-4442)
KMoisan@fwlaw.com | fwlaw.com
1801 California Street, Suite 2600
Denver, CO 80202

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From: Katie A. Moisan <KMoisan@fwlaw.com>

Sent: Tuesday, April 29, 2025 2:04 PM

To: Gannaway, David <David.Gannaway@chevron.com>; Scott Edgar <Scott@farmersres.com>; Ball, Tony <tony.ball@chevron.com>; Tracy Garcia <tracy@farmersres.com>; McCrimmon, Kate <katemccrimmon@chevron.com>

Subject: RE: Re: Re: Re: Re: Milton mining permit

Hi David, thank you for your call this morning. As we discussed, please send over the areas of operation and requested setbacks for Noble so that we can incorporate into the Agreement. Thank you!

Katie



Katie A. Moisan , (She/Her)
Director
[303-894-4442](tel:303-894-4442)
KMoisan@fwlaw.com | fwlaw.com
1801 California Street, Suite 2600
Denver, CO 80202

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From: Gannaway, David <David.Gannaway@chevron.com>

Sent: Monday, April 28, 2025 12:36 PM

To: Scott Edgar <Scott@farmersres.com>; Ball, Tony <tony.ball@chevron.com>; Katie A. Moisan <KMoisan@fwlaw.com>; Tracy Garcia <tracy@farmersres.com>; McCrimmon, Kate <katemccrimmon@chevron.com>

Subject: RE: Re: Re: Re: Re: Re: Milton mining permit

Good afternoon. As Tony mentioned, we are still waiting on some additional sampling results back from a third party and need that information before we can try to move forward. We've reviewed and discussed the access agreement, but there are several issues. One concern we have is around the expected timeframe for completing the work. As we stated before, it is likely that FRICO and Noble will have to co-exist in the mine area for an extended period for Noble to complete the necessary work related to those well sites.

David K. Gannaway | Senior Counsel
Rockies Business Unit
Chevron U.S.A. Inc.

From: Scott Edgar <Scott@farmersres.com>

Sent: Monday, April 28, 2025 10:10 AM

To: Ball, Tony <tony.ball@chevron.com>; Katie A. Moisan <KMoisan@fwlaw.com>; Gannaway, David <David.Gannaway@chevron.com>; Tracy Garcia <tracy@farmersres.com>; McCrimmon, Kate <katemccrimmon@chevron.com>

Subject: [****EXTERNAL****] Re: Re: Re: Re: Re: Re: Milton mining permit

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Tony and David,

Do you have an update for us on this?

Scott

From: Ball, Tony <tony.ball@chevron.com>

Date: Thursday, April 24, 2025 at 7:29 PM

To: Scott Edgar <Scott@farmersres.com>, Katie A. Moisan <KMoisan@fwlaw.com>, Gannaway, David <David.Gannaway@chevron.com>, Tracy Garcia <tracy@farmersres.com>, McCrimmon, Kate <katemccrimmon@chevron.com>

Subject: Re: Re: Re: Re: Re: Re: Milton mining permit

Scott & Katie,

David and I plan to connect on this tomorrow. I've been awaiting a sample report from our third party that we had expedited for the purpose of the structure agreement. I'm hoping to receive said report tonight. David and myself have been pulled in many different directions lately, so we appreciate your patience and understanding.

Thanks,

Tony Ball
Land Representative
Chevron Rockies Business Unit
(970) 324-9984

From: Scott Edgar <Scott@farmersres.com>

Sent: Thursday, April 24, 2025 2:39 PM

To: Ball, Tony <tony.ball@chevron.com>; Katie A. Moisan <KMoisan@fwlaw.com>; Gannaway, David <David.Gannaway@chevron.com>; Tracy Garcia <tracy@farmersres.com>; McCrimmon, Kate <katemccrimmon@chevron.com>

Subject: [**EXTERNAL**] Re: Re: Re: Re: Re: Re: Milton mining permit

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Tony and David,

We are quickly approaching the date where we will need to provide DRMS an executed copy of

the structure agreement we have been working on since last September. While we do have alternatives under the statute and DRMS Rules, that is not our preference. To that end, I have asked Katie to draft the attached access agreement for your review. The intent is to provide Chevron access to the site for removal of the facilities and any reclamation that is needed. Please let us know if you have any requested changes to this draft or if it is acceptable to Chevron. Also, we need to get the structure agreement wrapped up, but I think this was the last outstanding issue. Please correct me if that is not your understanding.

Thanks in advance for your prompt attention to this.

Scott Edgar
CEO and General Manager
The Farmers Reservoir and Irrigation Company
80 South 27th Avenue
Brighton, CO 80601
Office: 303.659.7373
Cell: 303.944.6761

From: Ball, Tony <tony.ball@chevron.com>

Date: Tuesday, April 1, 2025 at 8:09 AM

To: Katie A. Moisan <KMoisan@fwlaw.com>, Scott Edgar <Scott@farmersres.com>, Gannaway, David <David.Gannaway@chevron.com>, Tracy Garcia <tracy@farmersres.com>, McCrimmon, Kate <katemccrimmon@chevron.com>

Subject: RE: Re: Re: Re: Re: Re: Milton mining permit

Good morning,

See my responses in blue below.

Frico 25-15, HSR-Mathew-63N65W #15SWNW: Do you plan on abandoning this flowline in place or complete removal? [We can abandon in place with a flowline abandonment agreement signed by Frigo or pull the flowline. It's a short run so pulling wont be a big deal.](#)

Frico 9-15, Frigo 10-15, and Frigo 1-15XHZ: You plan on removal of this flowline, correct? [Yes, we plan to remove these flowlines.](#)

Tony Ball
Land Representative
tony.ball@chevron.com

Chevron Rockies Business Unit

2115 117th Ave
Greeley, Colorado 80634
Tel 970-324-9984

From: Katie A. Moisan <KMoisan@fwlaw.com>

Sent: Monday, March 31, 2025 4:12 PM

To: Ball, Tony <tony.ball@chevron.com>; Scott Edgar <Scott@farmersres.com>; Gannaway, David <David.Gannaway@chevron.com>; Tracy Garcia <tracy@farmersres.com>; McCrimmon, Kate <katemccrimmon@chevron.com>

Subject: [****EXTERNAL****] RE: Re: Re: Re: Re: Re: Milton mining permit

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Hi Tony,

Thank you for the info. A few clarifying questions so that I understand the scope of Chevron's future work here:

Frico 25-15, HSR-Mathew-63N65W #15SWNW: Do you plan on abandoning this flowline in place or complete removal?

Frico 9-15, Frico 10-15, and Frico 1-15XHZ: You plan on removal of this flowline, correct?



Katie A. Moisan , (She/Her)
Director
[303-894-4442](tel:303-894-4442)
KMoisan@fwlaw.com | fwlaw.com
1801 California Street, Suite 2600
Denver, CO 80202

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From: Ball, Tony <tony.ball@chevron.com>

Sent: Monday, March 31, 2025 2:22 PM

To: Scott Edgar <Scott@farmersres.com>; Katie A. Moisan <KMoisan@fwlaw.com>; Gannaway, David <David.Gannaway@chevron.com>; Tracy Garcia <tracy@farmersres.com>; McCrimmon, Kate <katemccrimmon@chevron.com>

Subject: RE: Re: Re: Re: Re: Re: Milton mining permit

I circled the main areas. Flowline routes are generally a straight line from well to facility.



Tony Ball

Land Representative

tony.ball@chevron.com

Chevron Rockies Business Unit

2115 117th Ave

Greeley, Colorado 80634

Tel 970-324-9984

From: Scott Edgar <Scott@farmersres.com>

Sent: Monday, March 31, 2025 2:05 PM

To: Ball, Tony <tony.ball@chevron.com>; Katie A. Moisan <KMoisan@fwlaw.com>; Gannaway, David <David.Gannaway@chevron.com>; Tracy Garcia <tracy@farmersres.com>; McCrimmon, Kate <katemccrimmon@chevron.com>

Subject: [****EXTERNAL****] Re: Re: Re: Re: Re: Re: Milton mining permit

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Tony,

Do you have a map that shows these locations easily accessible?

Thanks

From: Ball, Tony <tony.ball@chevron.com>

Date: Monday, March 31, 2025 at 11:47 AM

To: Katie A. Moisan <KMoisan@fwlaw.com>, Gannaway, David

<David.Gannaway@chevron.com>, Tracy Garcia <tracy@farmersres.com>, McCrimmon, Kate <katemccrimmon@chevron.com>

Cc: Scott Edgar <Scott@farmersres.com>

Subject: RE: Re: Re: Re: Re: Re: Milton mining permit

Good morning, Katie,

We received a synopsis of the work left to complete in and around the sand mine area. Here's a few of the projects that need to be completed below.

- It appears that the wellhead and flowline at **Frico 25-15, HSR-Mathew-63N65W #15SWNW** have not been decommissioned per the trackers or review of F27 Reports on the ECMC website.
- Additionally, records show that a portion of the flowline at the **Frico 9-15, Frico 10-15, and Frico 1-15XHZ** Sites have been abandoned in place and will need to be removed and in some cases sampled.
- The **Frico 22-15** wellhead will need to be resampled
- The **Frico 5-15** wellhead will need to be resampled

We have a contractor assigned to these jobs but have not received a timeline for completion. I anticipate our sampling and remediation efforts will last beyond 2025; therefore, Frico and Chevron will need to coexist in and around the sand mine area. Are you able to propose an agreement that accounts for Chevron's need for continued access in the sand mine area to meet our ECMC remediation obligations? Alternatively, would you reconsider the draft agreement Kate sent over in November?

Tony Ball

Land Representative

tony.ball@chevron.com

Chevron Rockies Business Unit

2115 117th Ave

Greeley, Colorado 80634
Tel 970-324-9984

From: Katie A. Moisan <KMoisan@fwlaw.com>

Sent: Tuesday, March 4, 2025 11:34 AM

To: Ball, Tony <tony.ball@chevron.com>; Gannaway, David <David.Gannaway@chevron.com>; Tracy Garcia <tracy@farmersres.com>; McCrimmon, Kate <katemccrimmon@chevron.com>

Cc: Scott Edgar <Scott@farmersres.com>

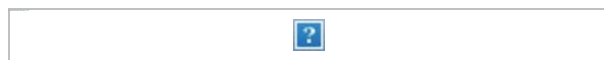
Subject: [**EXTERNAL**] RE: Re: Re: Re: Re: Re: Milton mining permit

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Thanks for the quick response, Tony. We'll keep an eye out for your follow up on the agreement.

Katie



Katie A. Moisan , (She/Her)
Director
[303-894-4442](tel:303-894-4442)
KMoisan@fwlaw.com | fwlaw.com
1801 California Street, Suite 2600
Denver, CO 80202

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From: Ball, Tony <tony.ball@chevron.com>

Sent: Tuesday, March 4, 2025 11:09 AM

To: Katie A. Moisan <KMoisan@fwlaw.com>; Gannaway, David <David.Gannaway@chevron.com>; Tracy Garcia <tracy@farmersres.com>; McCrimmon, Kate <katemccrimmon@chevron.com>

Cc: Scott Edgar <Scott@farmersres.com>

Subject: RE: Re: Re: Re: Re: Re: Milton mining permit

Good morning, Katie,

We are awaiting site assessments by a third-party vendor to get a path forward on remediation work, if any exists. I'm hoping to have that confirmed in the next week or two, then we can have a better idea of Noble's ECMC obligations moving forward. Before we move toward an agreement, we'd like to better understand our possible obligations.

Thanks,

Tony Ball
Land Representative

tony.ball@chevron.com
Chevron Rockies Business Unit
2115 117th Ave
Greeley, Colorado 80634
Tel 970-324-9984

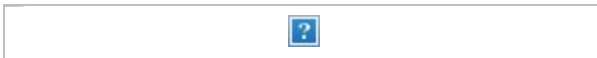
From: Katie A. Moisan <KMoisan@fwlaw.com>
Sent: Monday, March 3, 2025 2:10 PM
To: Ball, Tony <tony.ball@chevron.com>; Gannaway, David <David.Gannaway@chevron.com>; Tracy Garcia <tracy@farmersres.com>; McCrimmon, Kate <katemccrimmon@chevron.com>
Cc: Scott Edgar <Scott@farmersres.com>
Subject: **[**EXTERNAL**]** RE: Re: Re: Re: Re: Milton mining permit

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Hi Tony and David,

Just following up on the status of the redlines to the agreement. Please let me know if you have any questions.

Thanks,
Katie



Katie A. Moisan , (She/Her)
Director
[303-894-4442](tel:303-894-4442)
KMoisan@fwlaw.com | fwlaw.com
1801 California Street, Suite 2600
Denver, CO 80202

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From: Ball, Tony <tony.ball@chevron.com>
Sent: Monday, February 3, 2025 8:43 AM
To: Gannaway, David <David.Gannaway@chevron.com>; Tracy Garcia <tracy@farmersres.com>; Katie A. Moisan <KMoisan@fwlaw.com>; McCrimmon, Kate <katemccrimmon@chevron.com>
Subject: RE: Re: Re: Re: Re: Milton mining permit

11:00 works for me.

Tony Ball
Land Representative
tony.ball@chevron.com

Chevron Rockies Business Unit

2115 117th Ave
Greeley, Colorado 80634
Tel 970-324-9984

From: Gannaway, David <David.Gannaway@chevron.com>**Sent:** Monday, February 3, 2025 8:37 AM**To:** Ball, Tony <tony.ball@chevron.com>; Tracy Garcia <tracy@farmersres.com>; Katie A. Moisan <KMoisan@fwlaw.com>; McCrimmon, Kate <katemccrimmon@chevron.com>**Subject:** RE: [**EXTERNAL**] RE: Re: Re: Re: Re: Milton mining permit

On February 13th I have meetings from 9:00 am to 11:00 am. I am free between 11:00 am and 2:00 pm, and suggest we meet at 11:00 am.

David K. Gannaway | Senior Counsel
Rockies Business Unit
Chevron U.S.A. Inc.

From: Ball, Tony <tony.ball@chevron.com>**Sent:** Monday, February 3, 2025 8:16 AM**To:** Tracy Garcia <tracy@farmersres.com>; Katie A. Moisan <KMoisan@fwlaw.com>; McCrimmon, Kate <katemccrimmon@chevron.com>; Gannaway, David <David.Gannaway@chevron.com>**Subject:** RE: [**EXTERNAL**] RE: Re: Re: Re: Re: Milton mining permit

David,

Please see the correspondence below. Does Thursday February 13th at 9:00AM work for you?

Tony Ball

Land Representative

tony.ball@chevron.com

Chevron Rockies Business Unit

2115 117th Ave
Greeley, Colorado 80634
Tel 970-324-9984

From: Tracy Garcia <tracy@farmersres.com>**Sent:** Friday, January 31, 2025 12:03 PM**To:** Katie A. Moisan <KMoisan@fwlaw.com>; McCrimmon, Kate <katemccrimmon@chevron.com>; Ball, Tony <tony.ball@chevron.com>**Subject:** [**EXTERNAL**] RE: Re: Re: Re: Re: Milton mining permit

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Hello,

Mr. Edgar also said we can schedule this meeting after the 11th as well. His next available date and time will be Thursday, Feb 13th. Anytime between 9:00 am and 2:00 pm.

From: Tracy Garcia

Sent: Friday, January 31, 2025 11:54 AM

To: Katie A. Moisan <KMoisan@fwlaw.com>; katemccrimmon@chevron.com;
tony.ball@chevron.com

Subject: FW: Re: Re: Re: Re: Re: Milton mining permit

Hello,

Mr. Edgar has requested my assistance in setting up a one-hour Zoom meeting. Below is Mr. Edgar's availability. If the proposed date or times are not suitable, please suggest alternative dates and times, and I will do my best to accommodate everyone's schedule. Scott unfortunately will be out of the office from the 5th thru the 11th.

Availability:

- Monday, February 3rd: Available between 2:30 PM and 4:00 PM

Kind regards,

Tracy

From: Scott Edgar <Scott@farmersres.com>

Sent: Friday, January 31, 2025 10:46 AM

To: Tracy Garcia <tracy@farmersres.com>

Subject: FW: Re: Re: Re: Re: Re: Milton mining permit

Tracy,

Please schedule a zoom meeting with me, Katie, Kate McCibbon (below) and her attorney to discuss the latest draft of the Noble indemnification agreement. Make the appointment for an hour, it probably won't take that long.

Scott

From: Katie A. Moisan <KMoisan@fwlaw.com>

Date: Thursday, January 30, 2025 at 1:27 PM

To: Scott Edgar <Scott@farmersres.com>

Cc: Philip E. Lopez <PLopez@fwlaw.com>

Subject: RE: Re: Re: Re: Re: Re: Milton mining permit

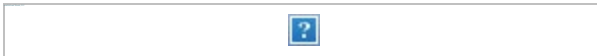
Hi Scott, attached are Noble's redlines. (It shows as 'Katie Moisan' on the redlines, but that's just from the comparison.)

They accepted some of our changes, but see below:

1. They do want to keep FRICO's indemnity obligations as any damages caused both its mining operations both "directly and indirectly," as opposed to just directly.
2. They also kept the environmental liability of FRICO as that that is caused, "contributed to, or exacerbated" by FRICO or the Mining Operations. We previously just agreed to that which is caused by FRICO. "Contributed to or exacerbated" is pretty broad and opens you up to be joined in litigation that you really weren't a part of.
3. If FRICO is responsible for any environmental liability, they want FRICO to be responsible for all costs incurred by Company, rather than just actual payments made.

Let me know your thoughts.

Thanks,
Katie



Katie A. Moisan , (She/Her)
Director
[303-894-4442](tel:303-894-4442)
KMoisan@fwlaw.com | fwlaw.com
1801 California Street, Suite 2600
Denver, CO 80202

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From: Scott Edgar <Scott@farmersres.com>
Sent: Tuesday, January 28, 2025 5:13 PM
To: Katie A. Moisan <KMoisan@fwlaw.com>
Subject: FW: Re: Re: Re: Re: Re: Milton mining permit

Katie,

See the email below and the attached, it appears to be a clean version without redlines provided.

If you agree, I think we need to just get on a call with Kate and counsel for Chevron so we can

get this completed.

Scott

From: McCrimmon, Kate <katemccrimmon@chevron.com>

Date: Tuesday, January 28, 2025 at 5:04 PM

To: Scott Edgar <Scott@farmersres.com>

Cc: Ball, Tony <tony.ball@chevron.com>

Subject: RE: Re: Re: Re: Re: Re: Milton mining permit

Hi Scott,

Attached are our edits. The items that we accepted to remove or rejected the removal, it doesn't show up as redlines if that makes sense. I outlined the items changed below just so we are on the same page:

- Rejected removal of whether and indirectly
- Rejected removal of contributed to, or exacerbated in the recitals & in #2
- Accepted the Toxic Substances and Hazardous Materials Act
- Rejected removal of: "costs incurred by Chevron to resolve the damages, including" in the last sentence of #2
- Accepted rejection of the last sentence in #2

Please let us know if Frico finds this agreeable.

Kate McCrimmon

Land Representative

katemccrimmon@chevron.com

Rockies Business Unit

Chevron U.S.A. Inc.

2115 117th Avenue

Greeley, CO 80634

Mobile 970-502-0988

From: Scott Edgar <Scott@farmersres.com>

Sent: Monday, January 27, 2025 11:06 AM

To: McCrimmon, Kate <katemccrimmon@chevron.com>

Cc: Ball, Tony <tony.ball@chevron.com>

Subject: [**EXTERNAL**] Re: Re: Re: Re: Re: Re: Milton mining permit

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Ensure the email and contents are expected. If there are concerns, please submit suspicious messages to the Cyber Intelligence Center using the Report Phishing button.

Thank you!

From: McCrimmon, Kate <katemccrimmon@chevron.com>

Date: Monday, January 27, 2025 at 11:05 AM

To: Scott Edgar <Scott@farmersres.com>

Cc: Ball, Tony <tony.ball@chevron.com>

Subject: RE: Re: Re: Re: Re: Re: Milton mining permit

Hi Scott,

We are working on getting something together and back to you soon.

Kate McCrimmon

Land Representative

katemccrimmon@chevron.com

Rockies Business Unit

Chevron U.S.A. Inc.

2115 117th Avenue

Greeley, CO 80634

Mobile 970-502-0988

From: Scott Edgar <Scott@farmersres.com>

Sent: Monday, January 27, 2025 10:23 AM

To: McCrimmon, Kate <katemccrimmon@chevron.com>

Subject: [**EXTERNAL**] Re: Re: Re: Re: Re: Re: Milton mining permit

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Ensure the email and contents are expected. If there are concerns, please submit suspicious messages to the Cyber Intelligence Center using the Report Phishing button.

Kate,

Have you had a chance to discuss this document with your team?

Scott

From: Scott Edgar <Scott@farmersres.com>

Date: Tuesday, January 21, 2025 at 7:57 AM

To: McCrimmon, Kate <katemccrimmon@chevron.com>

Subject: Re: Re: Re: Re: Re: Re: Milton mining permit

Good morning Kate,

Noble's redlines are still beyond the scope required of FRICO under DRMS. See the attached redlines and clean copies.

For one, we can't agree to any language that imposes liability on FRICO for operations indirectly on the Affected Lands. We are not sure what that even would mean for the situation here, and FRICO's requirements under DRMS are only to provide indemnity for its actions on the Affected Lands.

Noble struck the Toxic Substances Control Act (must subject chemicals to EPA for testing) and the Hazardous Materials Transportation Act (prevents illegal dumping and spills, imposes certain operational rules regarding transportation of hazardous materials). Noble's request to exclude these outside of the Agreement and attempt to make FRICO liable is beyond the scope of what is required by DRMS.

Finally, we struck the last sentence Noble added in Section 2. FRICO is obligated to indemnify them for damage to structures, not personal property of individuals.

There were a few small other things we pushed back on, but above are the big ticket items.

Please let me know your thoughts and if we need to schedule a call to get this across the finish line.

Thanks,
Scott

From: McCrimmon, Kate <katemccrimmon@chevron.com>

Date: Tuesday, January 7, 2025 at 10:14 AM

To: Scott Edgar <Scott@farmersres.com>

Subject: RE: Re: Re: Re: Re: Re: Milton mining permit

Hi Scott,

Attached is the redlined agreement as well as a clean version.

Thank you,

Kate McCrimmon
Land Representative
katemccrimmon@chevron.com

Rockies Business Unit
Chevron U.S.A. Inc.
2115 117th Avenue
Greeley, CO 80634
Mobile 970-502-0988

From: Scott Edgar <Scott@farmersres.com>

Sent: Monday, January 6, 2025 8:40 AM

To: McCrimmon, Kate <katemccrimmon@chevron.com>

Subject: [**EXTERNAL**] Re: Re: Re: Re: Re: Milton mining permit

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That's great news, thank you!

From: McCrimmon, Kate <katemccrimmon@chevron.com>

Date: Monday, January 6, 2025 at 7:42 AM

To: Scott Edgar <Scott@farmersres.com>

Subject: RE: Re: Re: Re: Re: Re: Milton mining permit

Scott,

I plan to have the redlined agreement back to you if not today, back to you tomorrow.

Kate McCrimmon

Land Representative

katemccrimmon@chevron.com

Rockies Business Unit
Chevron U.S.A. Inc.
2115 117th Avenue
Greeley, CO 80634
Mobile 970-502-0988

From: Scott Edgar <Scott@farmersres.com>

Sent: Tuesday, December 17, 2024 7:04 AM

To: McCrimmon, Kate <katemccrimmon@chevron.com>; Ball, Tony <tony.ball@chevron.com>

Subject: [**EXTERNAL**] Re: Re: Re: Re: Re: Re: Milton mining permit

Be aware this external email contains an attachment and/or link.

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Kate,

I'm happy to provide the requested information below, however, the draft agreement is not acceptable to FRICO. We will not take any liability for Noble/Chevron activities or subject FRICO to many of the requirements in the draft agreement as they are not pertinent to our operation. Our requirement is to take responsibility for any damage our operation may cause to Noble/Chevron facilities, the draft I sent in September meets that requirement. Please reconsider the draft agreement I sent back in September. If I don't get a substantive response

to that agreement by the end of next week, we will pursue our alternative option under the DRMS permitting process.

Feel free to give me a call to discuss if needed.

Scott

From: McCrimmon, Kate <katemccrimmon@chevron.com>
Date: Thursday, November 21, 2024 at 3:44 PM
To: Scott Edgar <Scott@farmersres.com>, Ball, Tony <tony.ball@chevron.com>
Subject: RE: Re: Re: Re: Re: Re: Milton mining permit
Hi Scott,

As discussed on the phone a few weeks ago, Noble had a very similar negotiation take place with a different mining company in which the attached agreement was used. We ask that we move forward with this.

Some items that Frico needs to provide, the way we have the agreement drafted:

- 1) a metes and bounds description of the property that would be included in the mining operations
- 2) A descriptive map of the operation
- 3) a map showing the portion of shared access road both Noble and Frico use for our new pads north of the reservoir.

Please let me know if a call with the attorneys would be helpful on your end after your team has had a chance to review. Call me with any questions.

Thank you,

Kate McCrimmon
Land Representative
katemccrimmon@chevron.com

Rockies Business Unit
Chevron U.S.A. Inc.
2115 117th Avenue
Greeley, CO 80634
Mobile 970-502-0988

From: Scott Edgar <Scott@farmersres.com>
Sent: Thursday, November 14, 2024 3:36 PM
To: McCrimmon, Kate <katemccrimmon@chevron.com>; Ball, Tony <tony.ball@chevron.com>
Subject: [**EXTERNAL**] Re: Re: Re: Re: Re: Re: Milton mining permit

Be aware this external email contains an attachment and/or link.

Kate,

Have you heard anything from legal on these?

Thanks, Scott

From: Scott Edgar <Scott@farmersres.com>
Date: Thursday, October 31, 2024 at 2:16 PM
To: McCrimmon, Kate <katemccrimmon@chevron.com>, Ball, Tony <tony.ball@chevron.com>
Subject: Re: Re: Re: Re: Re: Re: Milton mining permit

Kate,

Do you have any questions or concerns I can address on this? We are approaching the deadline the State DRMS gave us to get the application submitted. Any help would be greatly appreciated.

Thanks, Scott

From: Scott Edgar <Scott@farmersres.com>
Date: Monday, October 28, 2024 at 10:21 AM
To: McCrimmon, Kate <katemccrimmon@chevron.com>, Ball, Tony <tony.ball@chevron.com>
Subject: Re: Re: Re: Re: Re: Re: Milton mining permit

Perfect, thank you!

From: McCrimmon, Kate <katemccrimmon@chevron.com>
Date: Monday, October 28, 2024 at 7:48 AM
To: Scott Edgar <Scott@farmersres.com>, Ball, Tony <tony.ball@chevron.com>
Subject: RE: Re: Re: Re: Re: Re: Milton mining permit

Hi Scott,

I have another meeting with our legal department tomorrow. I am hoping to knock out most revisions, questions and concerns on that call.

Thank you,

Kate McCrimmon
Land Representative
katemccrimmon@chevron.com

Rockies Business Unit
Chevron U.S.A. Inc.
2115 117th Avenue
Greeley, CO 80634
Mobile 970-502-0988

From: Scott Edgar <Scott@farmersres.com>
Sent: Monday, October 28, 2024 7:30 AM
To: McCrimmon, Kate <katemccrimmon@chevron.com>; Ball, Tony <tony.ball@chevron.com>
Subject: [**EXTERNAL**] Re: Re: Re: Re: Re: Milton mining permit

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Kate,

Good morning! I am checking in the status of these agreements. Please let me know at your earliest convenience what we can do to get them signed.

Scott

From: Scott Edgar <Scott@farmersres.com>
Date: Thursday, October 17, 2024 at 4:23 PM
To: McCrimmon, Kate <katemccrimmon@chevron.com>, Ball, Tony <tony.ball@chevron.com>
Subject: Re: Re: Re: Re: Re: Milton mining permit

Kate,

Please see the attached plans showing Chevron and Noble facilities.

Scott

From: McCrimmon, Kate <katemccrimmon@chevron.com>
Date: Thursday, October 17, 2024 at 1:08 PM
To: Scott Edgar <Scott@farmersres.com>, Ball, Tony <tony.ball@chevron.com>
Subject: RE: Re: Re: Re: Re: Milton mining permit

This is really helpful, thank you for getting this over so quickly.

Kate McCrimmon
Land Representative
katemccrimmon@chevron.com

Rockies Business Unit
Chevron U.S.A. Inc.
2115 117th Avenue
Greeley, CO 80634
Mobile 970-502-0988

From: Scott Edgar <Scott@farmersres.com>
Sent: Thursday, October 17, 2024 10:45 AM
To: McCrimmon, Kate <katemccrimmon@chevron.com>; Ball, Tony <tony.ball@chevron.com>
Subject: [**EXTERNAL**] Re: Re: Re: Re: Milton mining permit

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Kate,

See the attached plans. I have emailed my engineer to have them map out the Chevron facilities, I'll send you an updated map when I receive it, but this will at least get your team going on the general location of our site.

I expect to construct the improvements in the second quarter of 2025. The permitting process will take 90-120 days, so I'm told...

Scott

From: McCrimmon, Kate <katemccrimmon@chevron.com>
Date: Thursday, October 17, 2024 at 9:41 AM
To: Scott Edgar <Scott@farmersres.com>, Ball, Tony <tony.ball@chevron.com>
Subject: RE: Re: Re: Re: Milton mining permit
Hi Scott,

Could you provide a map of the proposed mining area? Pending approval of all the permits, what is your projected timing for starting this project?

We have multiple groups looking into this agreement, just for your awareness. The map and timing questions I asked above will help prioritize our efforts so we can get this back to you quicker.

Thank you,

Kate McCrimmon
Land Representative
katemccrimmon@chevron.com

Rockies Business Unit
Chevron U.S.A. Inc.
2115 117th Avenue
Greeley, CO 80634
Mobile 970-502-0988

From: McCrimmon, Kate
Sent: Monday, October 14, 2024 3:54 PM
To: Scott Edgar <Scott@farmersres.com>; Ball, Tony <tony.ball@chevron.com>
Subject: RE: [**EXTERNAL**] Re: Re: Re: Milton mining permit

Scott,

I will keep pushing to get this out the door.

Thank you,

Kate McCrimmon
Land Representative
katemccrimmon@chevron.com

Rockies Business Unit
Chevron U.S.A. Inc.
2115 117th Avenue
Greeley, CO 80634
Mobile 970-502-0988

From: Scott Edgar <Scott@farmersres.com>
Sent: Monday, October 14, 2024 10:22 AM
To: McCrimmon, Kate <katemccrimmon@chevron.com>; Ball, Tony <tony.ball@chevron.com>
Subject: [**EXTERNAL**] Re: Re: Re: Milton mining permit

Be aware this external email contains an attachment and/or link.

Ensure the email and contents are expected. If there are concerns, please submit suspicious messages to the Cyber Intelligence Center using the Report Phishing button.

Kate,

Thanks for checking in. These agreements are the final box we need to check to be able to submit our application to DRMS. Anything you can do to get a response is appreciated.

Scott

From: McCrimmon, Kate <katemccrimmon@chevron.com>

Date: Monday, October 14, 2024 at 7:52 AM

To: Ball, Tony <tony.ball@chevron.com>, Scott Edgar <Scott@farmersres.com>

Subject: RE: Re: Re: Milton mining permit

Hi Scott,

We are running this through our legal department. I will check in with them today and see where we are at.

I suspect we can have something back to you next week. What is your timeline for this?

Thank you,

Kate McCrimmon

Land Representative

katemccrimmon@chevron.com

Rockies Business Unit

Chevron U.S.A. Inc.

2115 117th Avenue

Greeley, CO 80634

Mobile 970-502-0988

From: Ball, Tony <tony.ball@chevron.com>

Sent: Thursday, October 10, 2024 7:44 PM

To: Scott Edgar <Scott@farmersres.com>; McCrimmon, Kate <katemccrimmon@chevron.com>

Subject: Re: [**EXTERNAL**] Re: Re: Milton mining permit

Kate,

Can you brief Scott on where we are at with these?

Thanks,

Tony Ball

Land Representative

Chevron Rockies Business Unit

(970) 324-9984

From: Scott Edgar <Scott@farmersres.com>

Sent: Thursday, October 10, 2024 3:06:55 PM

To: Ball, Tony <tony.ball@chevron.com>

Subject: [**EXTERNAL**] Re: Re: Milton mining permit

Be aware this external email contains an attachment and/or link.

Ensure the email and contents are expected. If there are concerns, please submit suspicious messages to the Cyber Intelligence Center using the Report Phishing button.

Tony,

When you get an opportunity, will you please check on the status of review of these two agreements?

Thanks

Scott Edgar
CEO and General Manager
The Farmers Reservoir and Irrigation Company
80 South 27th Avenue
Brighton, CO 80601
Office: 303.659.7373
Cell: 303.944.6761

From: Ball, Tony <tony.ball@chevron.com>

Date: Wednesday, October 2, 2024 at 3:26 PM

To: Scott Edgar <Scott@farmersres.com>, Williams, Kelly <kellywilliams@chevron.com>

Cc: McCrimmon, Kate <katemccrimmon@chevron.com>, Shearon, Zach <zach.shearon@chevron.com>

Subject: Re: Re: Milton mining permit

Thanks, Scott. You can send the Noble agreement to this same group.

Thanks,

Tony Ball
Land Representative
Chevron Rockies Business Unit
(970) 324-9984

From: Scott Edgar <Scott@farmersres.com>

Sent: Wednesday, October 2, 2024 2:25:58 PM

To: Ball, Tony <tony.ball@chevron.com>; Williams, Kelly <kellywilliams@chevron.com>

Cc: McCrimmon, Kate <katemccrimmon@chevron.com>; Shearon, Zach <zach.shearon@chevron.com>

Subject: [**EXTERNAL**] Re: Milton mining permit

Be aware this external email contains an attachment and/or link.

Ensure the email and contents are expected. If there are concerns, please submit suspicious messages to the Cyber Intelligence Center using the Report Phishing button.

Tony,

As discussed, please see the draft agreement between FRICO and Chevron. Are you also the contact for any Noble facilities? If so, I have an identical agreement with FRICO and Noble.

Please let me know if you have any questions.

Scott

From: Ball, Tony <tony.ball@chevron.com>

Date: Friday, September 13, 2024 at 7:17 AM

To: Scott Edgar <Scott@farmersres.com>, Williams, Kelly <kellywilliams@chevron.com>

Cc: McCrimmon, Kate <katemccrimmon@chevron.com>, Shearon, Zach <zach.shearon@chevron.com>

Subject: Re: Milton mining permit

Good morning, Scott,

I've included our legal representation for the area, Kelly Williams, and my colleague, Kate McCrimmon. The three of us can help review the agreement for Chevron. I will be out of the office next week, but Kate can help fill in while I'm out.

Please shoot over a draft and we will review as soon as we can.

Thanks,

Tony Ball

Land Representative

Chevron Rockies Business Unit

(970) 324-9984

From: Scott Edgar <Scott@farmersres.com>

Sent: Friday, September 13, 2024 7:12:40 AM

To: Ball, Tony <tony.ball@chevron.com>

Subject: [**EXTERNAL**] Milton mining permit

Be aware this external email contains an attachment and/or link.

Ensure the email and contents are expected. If there are concerns, please submit suspicious messages to the Cyber Intelligence Center using the Report Phishing button.

Tony,

As I mentioned on our call earlier this week, FRICO is preparing to apply for a mining permit with the Division of Mining, Reclamation and Safety. One of the requirements of our application is that we provide an agreement between FRICO and the owner of any improvements on FRICO or REI property that will be in the area of influence from our operation. Essentially, the agreement needs to provide that FRICO will be responsible for any damage to Chevron facilities and that we will pay to repair any damage our operation may cause. Will you please point me to the correct person to get this taken care of?

Thanks, Scott

Scott Edgar
CEO and General Manager
The Farmers Reservoir and Irrigation Company
80 South 27th Avenue
Brighton, CO 80601
Office: 303.659.7373
Cell: 303.944.6761

FRICO – DCP OPERATING COMPANY INDEMNITY AGREEMENT

INDEMNITY AGREEMENT

This Indemnity Agreement ("AGREEMENT") is entered by and among Farmers Reservoir and Irrigation Company, a Colorado mutual ditch company ("FRICO") and DCP Operating Company, LP, a Delaware limited liability company ("COMPANY") on this 28th day of October, 2024 ("EFFECTIVE DATE"). The term "COMPANY" as used herein includes its affiliates and subsidiaries, agents, employees, consultants, contractors, and subcontractors. FRICO and Company may be collectively referred to in this Agreement as the "PARTIES."

RECITALS

WHEREAS, FRICO is in the process of applying for a 112 Reclamation Permit ("PERMIT") with the Colorado Division of Reclamation, Mining and Safety ("DRMS") for operations within Sections 3, 4, 9, 10, 11, 14, 15, 16, 22, and 23, Township 3 North, Range 65 West, in Weld County, Colorado ("AFFECTED LANDS");

WHEREAS, Company owns and operates those oil and gas facilities described on Exhibit A attached hereto (collectively the "FACILITIES"), which are within two hundred feet (200') of the Affected Lands;

WHEREAS, because the Affected Lands are within two hundred feet (200') of the Facilities, and pursuant to C.R.S. § 34-32.5-115(4)(e), the DRMS requires, as part of the Permit application, a notarized agreement between FRICO and Company whereby FRICO agrees to provide compensation for any damage to the Facilities;

WHEREAS, it is the intention of the Parties that FRICO explicitly assume all financial responsibility in the event of any damage to the Facilities caused directly by FRICO's mining operations on the Affected Lands ("MINING OPERATIONS");

WHEREAS, the Parties do not intend by this Agreement to obligate FRICO to assume responsibility for any Environmental Liability not caused by the Mining Operations, and that for the purposes of this Agreement, the phrase "ENVIRONMENTAL LIABILITY" means and includes all liabilities, obligations, damages, losses, claims, actions, suits, judgments, orders, fines, penalties, fees, expenses and costs (including administrative oversight costs, natural resource damages, and remediation costs), whether contingent or otherwise, arising out of or relating to (a) compliance or non-compliance with any environmental law; (b) the generation, use, handling, transportation, storage, treatment, or disposal of any regulated substances; (c) exposure to any regulated substances; (d) the release of any regulated substances; or (e) any contract, agreement or other consensual arrangement pursuant to which liability is assumed or imposed with respect to any of the foregoing;

WHEREAS, for the purposes of this Agreement, "ENVIRONMENTAL LAW" means all federal, state or local laws, statutes, rules, regulations, and / or ordinances pertaining to health, or environmental or ecological conditions, including but not limited to 2 CCR T. 400 and each of the following (and their respective successor provisions and all their respective state law counterparts): the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), as amended, 42 U.S.C. § 9601, *et seq.*; the Resource Conservation and Recovery Act of 1976 ("RCRA"), as amended, 42 U.S.C.

§ 6901, *et seq.*; the Toxic Substances Control Act of 1976, as amended, 15 U.S.C. § 2601, *et seq.*; the Clean Air Act, as amended, 42 U.S.C. § 7401, *et seq.*; the Federal Water Pollution Control Act (a.k.a. "CLEAN WATER ACT"), as amended, 33 U.S.C. § 1251, *et seq.*; the Hazardous Materials Transportation Act, 49 U.S.C. § 5101, *et seq.*; the Solid Waste Disposal Act, Subchapter IX, Regulation of Underground Storage Tanks, 42 U.S.C. § 6991, *et seq.*; and the rules and regulations of the U.S. Environmental Protection Agency ("EPA") and the rules, regulations, ordinances, and resolutions (as applicable) of all other agencies, boards, commissions and other governmental bodies and officers having jurisdiction over the Affected Lands as may be applicable to the Mining Operations and as may identify "regulated substances" and;

WHEREAS, for the purposes of this Agreement, "REGULATED SUBSTANCES" means any hazardous, explosive, radioactive, or toxic substance, material or waste which is or becomes regulated by any local government authority, the State of Colorado, or the United States Government including, but not limited to, any material or substance that is: (i) listed in 2 CCR § 404-1, Table 915-1; (ii) listed in 5 CCR § 1002-41 (Colorado Water Quality Control Commission Regulation 41); (iii) defined as a "HAZARDOUS SUBSTANCE," "HAZARDOUS MATERIAL," "TOXIC SUBSTANCE," "POLLUTANT," "HAZARDOUS WASTE," "REGULATED SUBSTANCE," or "SOLID WASTE" in any environmental law; (iv) listed in the U.S. Department of Transportation Hazardous Materials Table, 49 C.F.R. § 172.101, as may be amended from time to time; (v) listed by the U.S. Environmental Protection Agency ("EPA") (or any successor agency) as hazardous substances, see 40 C.F.R. § 301, *et seq.*, as may be amended from time to time; (vi) qualified as an "UNLISTED HAZARDOUS SUBSTANCE" pursuant to 40 C.F.R. § 302.4(b), as may be amended from time to time; (vii) asbestos; and (viii) any petroleum product; provided, however, that "REGULATED SUBSTANCES" are limited to those substances that were produced by the Facilities, used in the operation, maintenance, or repair of the Facilities, used in the conduct of Mining Operations, or otherwise released by FRICO on the Affected Lands.

NOW, THEREFORE, in consideration of the foregoing and upon other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. Incorporation of Recitals. The above recitals are incorporated into this Agreement as if fully set out herein.

2. Indemnification. FRICO agrees to indemnify Company or any of its officers, employees, agents, and representatives (collectively the "COMPANY INDEMNIFIED PARTIES") for any and all damage to its Facilities arising out of or directly caused by FRICO's mining operations within the Affected Area. Company will immediately notify FRICO in writing of any such claim for which FRICO will be requested to indemnify Company Indemnified Parties hereunder, provided, however, and Company acknowledges and agrees, that FRICO shall not indemnify Company for any Environmental Liability. Such indemnification shall further be limited to the extent of the actual payments made by Company Indemnified Parties to third parties to remediate the damage. The indemnity evidenced hereby shall terminate upon the termination or expiration of the Permit.

3. Notices. All notices required or permitted to be sent hereunder shall be deemed to have been given for all purposes of this Agreement upon (i) if given by hand delivery or U.S. Mail, Federal

Express or similar expedited commercial carrier, the date of acknowledged receipt or upon the date of receipt or refusal, or (ii) if given by electronic mail, the date of electronic confirmation of successful transmission by the sender thereof; except that whenever under this Agreement a notice is either received on a day that is not a business day or is required to be delivered on or before a specific day that is not a business day, the day of receipt or required delivery shall automatically be extended to the next business day. All notices shall be addressed as follows:

To FRICO: The Farmers Reservoir and Irrigation Company
 Attn: Scott Edgar, General Manager
 80 South 27th Avenue
 Brighton, CO 80601
 Email: scott@farmersres.com

With a copy to: Fairfield and Woods, P.C.
 Attn: Todd G. Messenger
 1801 California Street, Suite 2600
 Denver, CO 80202
 Email: tmessenger@fwlaw.com

To Company: DCP Operating Company, LP
 Attn: Lewis D. Hagenlock, Attorney-in-Fact
 3026 4th Avenue
 Greeley, CO 80631
 Email: Lewis.D.Hagenlock@p66.com

With a copy to: DCP Operating Company, LP
 Attn: Legal Department
 6900 E. Layton Ave, Ste 900
 Denver, CO 80237

4. Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Colorado, without regard to principles of conflicts of law.
5. Entire Agreement. This Agreement constitute the entire agreement of the Parties with respect to the subject matter hereof and may not be amended or modified except by a writing signed by the Parties. The provisions of this Agreement upon and shall insure to the benefit of, and are for the sole benefit of the Parties, their heirs, successors, and assigns.
6. Counterparts. This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, each Party by its duly authorized representative has executed this Agreement on the date shown below.

THE FARMERS RESERVOIR AND
IRRIGATION COMPANY, a Colorado non-
profit corporation


Name: Scott Edgar
Title: General Manager

Date: 10-28-2024

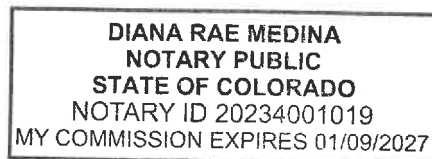
State of Colorado

County of Adams

On this 28 day of October, 2024, before me, Diana Medina, a Notary Public in and for said State, personally appeared Scott Edgar, known to me (or satisfactorily proven) to be the General Manager of Farmers Reservoir and Irrigation Company, who executed the foregoing Indemnity Agreement, and acknowledged that he executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.


Notary Public



My commission expires: 01/09/2027

IN WITNESS WHEREOF, each Party by its duly authorized representative has executed this Agreement on the date shown below.

DCP OPERATING COMPANY, LP
a Delaware limited liability company



Name: Lewis D. Hagenlock

Title: Attorney-in-Fact

Date: October 22, 2024

State of Colorado

County of Weld

On this 22nd day of October, 2024, before me, Lorri Ann Carlson, a Notary Public in and for said State, personally appeared Lewis D. Hagenlock, known to me (or satisfactorily proven) to be the Attorney-in-Fact for DCP Operating Company, LP, who executed the foregoing Indemnity Agreement, and acknowledged that he executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.



Notary Public

My commission expires: 3-2-2025

LORRI ANN CARLSON Notary Public State of Colorado Notary ID # 20054008501 My Commission Expires 03-02-2025
--

EXHIBIT A

FACILITY LIST

Any and all structures within the Affected Lands owned by Company, including but not limited to wells, wellbores, pipelines, flowlines, batteries, and tanks.

FRICO – KERR-MCGEE INDEMNITY AGREEMENT

INDEMNITY AGREEMENT

This Indemnity Agreement ("AGREEMENT") is entered by and between The Farmers Reservoir and Irrigation Company, a Colorado mutual ditch company ("FRICO") and Kerr-McGee Oil & Gas Onshore LP, a Delaware limited partnership ("COMPANY") on this 8th day of April, 2025 ("EFFECTIVE DATE"). FRICO and Company may each be referred to in this Agreement as a "PARTY" and collectively referred to as the "PARTIES."

RECITALS

WHEREAS, FRICO is in the process of applying for a 112 Reclamation Permit ("PERMIT") with the Colorado Division of Reclamation, Mining and Safety ("DRMS") for operations within Sections 3, 4, 9, 10, 11, 14, 15, 16, 22, and 23, Township 3 North, Range 65 West, in Weld County, Colorado ("AFFECTED LANDS");

WHEREAS, FRICO intends to undertake the following activities in relation to the PERMIT: dredging Milton Lake with a hydraulic dredge, separating the dredged material from water using a cyclone, stockpiling, transporting, separating and processing, and exporting the dredged materials, and returning water to Milton Lake ("MINING OPERATIONS");

WHEREAS, Company owns and operates those oil and gas facilities described on **Exhibit A** attached hereto (collectively the "FACILITIES"), which are within two hundred (200) feet of the Affected Lands;

WHEREAS, C.R.S. § 34-32.5-115(4)(e) requires FRICO to demonstrate that the Mining Operations will not "adversely affect the stability of any significant, valuable, and permanent manmade structures located within 200 feet" of the Affected Lands;

WHEREAS, one of three alternative ways to make the aforementioned demonstration is to provide DRMS with a copy of an agreement between the mining operator and the persons having an interest in the "significant, valuable, and permanent manmade structure" which provides that the mining operator will compensate the structure's owner for damage to the structure resulting from mining operations; and

WHEREAS, because the Facilities are within two hundred (200) feet of the Affected Lands, the requirements of C.R.S. § 34-32.5-115(4)(e) will be satisfied by an agreement between FRICO and Company whereby FRICO agrees to provide compensation for damage to the Facilities in the event the Mining Operations cause such damage, and it is the intention of the Parties that FRICO explicitly assume all financial responsibility in the event of damage to the Facilities directly caused by FRICO's Mining Operations on the Affected Lands;

WHEREAS, the Parties do not intend by this Agreement to obligate FRICO to assume responsibility for any Environmental Liability (defined herein) that is not directly caused by the Mining Operations, and that for the purposes of this Agreement, the phrase "ENVIRONMENTAL LIABILITY" means and includes all liabilities, obligations, damages, losses,

claims, actions, suits, judgments, orders, fines, penalties, fees, expenses and costs (including administrative oversight costs, natural resource damages, and remediation costs), whether contingent or otherwise, arising out of or relating to (a) compliance or non-compliance with any Environmental Law (defined herein); (b) the generation, use, handling, transportation, storage, treatment, or disposal of any Regulated Substances (defined herein); (c) exposure to any Regulated Substances; (d) the release of any Regulated Substances; or (e) any contract, agreement or other consensual arrangement pursuant to which liability is assumed or imposed with respect to any of the foregoing;

WHEREAS, for the purposes of this Agreement, "ENVIRONMENTAL LAW" means all federal, state or local laws, statutes, rules, regulations, and / or ordinances pertaining to health, or environmental or ecological conditions, including but not limited to 2 CCR T. 400 and each of the following (and their respective successor provisions and all their respective state law counterparts): the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), as amended, 42 U.S.C. § 9601, *et seq.*; the Resource Conservation and Recovery Act of 1976 ("RCRA"), as amended, 42 U.S.C. § 6901, *et seq.*; the Toxic Substances Control Act of 1976, as amended, 15 U.S.C. § 2601, *et seq.*; the Clean Air Act, as amended, 42 U.S.C. § 7401, *et seq.*; the Federal Water Pollution Control Act (a.k.a. "CLEAN WATER ACT"), as amended, 33 U.S.C. § 1251, *et seq.*; the Hazardous Materials Transportation Act, 49 U.S.C. § 5101, *et seq.*; the Solid Waste Disposal Act, Subchapter IX, Regulation of Underground Storage Tanks, 42 U.S.C. § 6991, *et seq.*; and the rules and regulations of the U.S. Environmental Protection Agency ("EPA") and the rules, regulations, ordinances, and resolutions (as applicable) of all other agencies, boards, commissions and other governmental bodies and officers having jurisdiction over the Affected Lands as may be applicable to the Mining Operations and as may identify "regulated substances" and;

WHEREAS, for the purposes of this Agreement, "REGULATED SUBSTANCES" means any hazardous, explosive, radioactive, or toxic substance, material or waste which is or becomes regulated by any local government authority, the State of Colorado, or the United States Government including, but not limited to, any material or substance that is: (i) listed in 2 CCR § 404-1, Table 915-1; (ii) listed in 5 CCR § 1002-41 (Colorado Water Quality Control Commission Regulation 41); (iii) defined as a "HAZARDOUS SUBSTANCE," "HAZARDOUS MATERIAL," "TOXIC SUBSTANCE," "POLLUTANT," "HAZARDOUS WASTE," "REGULATED SUBSTANCE," or "SOLID WASTE" in any Environmental Law; (iv) listed in the U.S. Department of Transportation Hazardous Materials Table, 49 C.F.R. § 172.101, as may be amended from time to time; (v) listed by the U.S. Environmental Protection Agency ("EPA") (or any successor agency) as hazardous substances, see 40 C.F.R. § 301, *et seq.*, as may be amended from time to time; (vi) qualified as an "UNLISTED HAZARDOUS SUBSTANCE" pursuant to 40 C.F.R. § 302.4(b), as may be amended from time to time; (vii) asbestos; and (viii) any petroleum product; provided, however, that Regulated Substances are limited to those substances that were produced by the Facilities,

used in the operation, maintenance, or repair of the Facilities, used in the conduct of Mining Operations, or otherwise released by FRICO on the Affected Lands.

NOW, THEREFORE, in consideration of the foregoing and upon other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. Incorporation of Recitals. The definitions in the above recitals are incorporated into this Agreement as if fully set out herein. The balance of the recitals is intended to provide context for the interpretation of this Agreement, but not to set out specific rights or obligations of the Parties.

2. Indemnification. FRICO agrees to indemnify Company against structural injury or damage to its Facilities directly caused by Mining Operations in the Affected Lands and such Environmental Liability as may result from said structural injury or damage. Company will promptly notify FRICO in writing of any claim for which FRICO will be requested to indemnify Company hereunder. FRICO's indemnification is limited to the extent of the actual payments made by Company to third parties to remediate structural injury or damage and resulting Environmental Liabilities, which shall be supported by commercially reasonable documentation. No request or claim for indemnity under this Agreement shall be made after the fifth anniversary of the termination or expiration of the Permit.

Notwithstanding anything that could be construed to the contrary herein, nothing in this Agreement shall in any manner waive, restrict or limit Company from making a claim against FRICO for any and all liabilities, damages, losses, costs or expenses for any reason or purpose and at any time. Company reserves all rights.

3. Notices. All notices required or permitted to be sent hereunder shall be deemed to have been given for all purposes of this Agreement: (i) if given by hand delivery or U.S. Mail, Federal Express, or similar expedited commercial carrier, the date of acknowledged receipt or upon the date of receipt or refusal, or (ii) if given by electronic mail, the date of electronic confirmation of successful transmission by the sender thereof; except that whenever under this Agreement a notice is either received on a day that is not a business day or is required to be delivered on or before a specific day that is not a business day, the day of receipt or required delivery shall automatically be extended to the next business day. All notices shall be addressed as follows:

To FRICO: The Farmers Reservoir and Irrigation Company
Attn: Scott Edgar, General Manager
80 South 27th Avenue
Brighton, CO 80601
Email: scott@farmersres.com

Copy to: Fairfield and Woods, P.C.
Attn: Phil Lopez, Esq. and Todd Messenger, Esq.
1801 California Street, Suite 2600
Denver, CO 80202
Email: plopez@fwlaw.com; tmessenger@fwlaw.com

To Company: Kerr-McGee Oil & Gas Onshore LP
Attn: Don C. Jobe, III, Surface Land Manager
1099 18th Street, Suite 700
Denver, CO 80202
Email: Don_job@oxy.com

Copy to: Kerr-McGee Oil & Gas Onshore LP
Attn: Managing Counsel
5 Greenway Plaza, Suite 110
Houston, TX 77046-0521

4. Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Colorado, without regard to principles of conflicts of law. The venue for any dispute arising from this Agreement shall be in the courts of Weld County, Colorado.
5. Entire Agreement. This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof and may not be amended or modified except by a writing signed by the Parties. The provisions of this Agreement shall inure to the benefit of the Parties, their heirs, successors, and assigns.
6. Counterparts. This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

[Signature Pages Follow]

IN WITNESS WHEREOF, each Party by its duly authorized representative has executed this Agreement, effective the day and year first above written.

THE FARMERS RESERVOIR AND
IRRIGATION COMPANY, a Colorado
mutual ditch company

By: _____

Scott Edgar, General Manager

ATTEST:

By: _____

Diana Medina, Corporate Secretary



STATE OF COLORADO }
 } ss.
COUNTY OF ADAMS }

The foregoing instrument was acknowledged before me this 9th day of APRIL, 2025, by Scott Edgar as General Manager and Diana Medina as Corporate Secretary of The Farmers Reservoir and Irrigation Company.

Witness my hand and notarial seal.

[SEAL]

Notary Public

My commission expires: 01/09/2027

JEFFREY DELISIO
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20234000914
MY COMMISSION EXPIRES 01/09/2027

KERR-MCGEE OIL & GAS ONSHORE LP,
a Delaware limited partnership

By: 

Print: Don C. Jobe, III

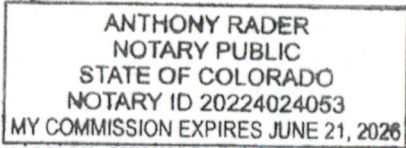
Title: Attorney in Fact

STATE OF COLORADO }
 } ss.
CITY AND COUNTY OF DENVER }

The foregoing instrument was acknowledged before me this 8th day of April,
2025, by Don C. Jobe, III as Attorney-in-Fact of Kerr-McGee Oil & Gas Onshore LP, a
Delaware Limited Partnership.

Witness my hand and notarial seal.

[SEAL]



My commission expires: 6/21/2026


Notary Public

EXHIBIT A
FACILITY LIST

1. Wells

Latitude	Longitude	API #	Status	Well	Operator
40.23169	-104.65281	123-10508-332924	PA	BEEBE DRAW 41-15 *2	KERR MCGEE OIL & GAS ONSHORE LP
40.23139	-104.6526	123-10325-332924	PA	BEEBE DRAW CATL. CO 32-15 *1	KERR MCGEE OIL & GAS ONSHORE LP
40.248451	-104.632196	123-33806-305346	PA	JEPSEN *23A-2	KERR MCGEE OIL & GAS ONSHORE LP
40.248412	-104.632199	123-33803-305346	PA	JEPSEN *32- 2	KERR MCGEE OIL & GAS ONSHORE LP
40.238097	-104.661497	123-9636-406899	PA	UPRR 39 AMOCO D *3	KERR MCGEE OIL & GAS ONSHORE LP
40.24505	-104.66123	123-9682-336703	PA	ARISTOCRAT 41-9 *1	KERR MCGEE OIL & GAS ONSHORE LP
40.241611	-104.661467	123-13323-323654	PA	BEEBE DRAW UPRR *42-9 #4	KERR MCGEE OIL & GAS ONSHORE LP

Latitude	Longitude	API #	Status	Well	Operator
40.21998	-104.66173	123-14915-327603	PA	MEGAN H *16-16	KERR MCGEE OIL & GAS ONSHORE LP
40.223613	-104.661691	123-15060-327713	PA	MEGAN H *16-9	KERR MCGEE OIL & GAS ONSHORE LP
40.23085	-104.66149	123-15073-327722	PA	MEGAN H *16-1	KERR MCGEE OIL & GAS ONSHORE LP
40.22721	-104.66149	123-15077-327726	PA	MEGAN H *16-08	KERR MCGEE OIL & GAS ONSHORE LP
40.21667	-104.66157	123-16004-328449	PA	FRANK *41- 21	KERR MCGEE OIL & GAS ONSHORE LP
40.244179	-104.662491	123-16123-328544	PA	BEEBE DRAW *41-9	KERR MCGEE OIL & GAS ONSHORE LP
40.233923	-104.662375	123-17263-329376	PA	HSR- RICHARDS *16-9A	KERR MCGEE OIL & GAS ONSHORE LP
40.23368	-104.65739	123-17296-336608	PA	HSR-BEEBE DRAW *14- 10	KERR MCGEE OIL & GAS ONSHORE LP

Latitude	Longitude	API #	Status	Well	Operator
40.238433	-104.66258	123-17350-332597	PA	HSR-MORTON *9-9	KERR MCGEE OIL & GAS ONSHORE LP
40.245206	-104.661444	123-23318-336703	PA	REI *1-9	KERR MCGEE OIL & GAS ONSHORE LP
40.238294	-104.662584	123-24106-332597	PA	REI *20-9	KERR MCGEE OIL & GAS ONSHORE LP
40.24118	-104.661514	123-33490-323654	PA	REI *39-9	KERR MCGEE OIL & GAS ONSHORE LP
40.24118	-104.661571	123-33495-323654	PA	REI *25-9	KERR MCGEE OIL & GAS ONSHORE LP
40.24118	-104.661458	123-33496-323654	PA	REI *41-9	KERR MCGEE OIL & GAS ONSHORE LP
40.24118	-104.661628	123-33497-323654	PA	REI *21-9	KERR MCGEE OIL & GAS ONSHORE LP
40.223425	-104.661688	123-34852-327713	PA	Megan State *H15-33D	KERR MCGEE OIL & GAS ONSHORE LP

Latitude	Longitude	API #	Status	Well	Operator
40.223486	-104.661691	123-34854-327713	PA	Megan State *H15-32D	KERR MCGEE OIL & GAS ONSHORE LP

2. Additional Facilities: Any and all other structures within the Affected Lands owned by Company, including but not limited to wellbores, pipelines, flowlines, batteries, and tanks.

FRICO – WES DJ GATHERING INDEMNITY AGREEMENT

INDEMNITY AGREEMENT

This Indemnity Agreement ("AGREEMENT") is entered by and among Farmers Reservoir and Irrigation Company, a Colorado mutual ditch company ("FRICO") and WES DJ Gathering, LLC ("COMPANY") on this 17th day of October, 2024 ("EFFECTIVE DATE"). The term "COMPANY" used herein includes its affiliates and subsidiaries, agents, employees, consultants, contractors, and subcontractors. FRICO and Company may be collectively referred to in this Agreement as the "PARTIES."

RECITALS

WHEREAS, FRICO is in the process of applying for a 112 Reclamation Permit ("PERMIT") with the Colorado Division of Reclamation, Mining and Safety ("DRMS") for operations within Sections 3, 4, 9, 10, 11, 14, 15, 16, 22, and 23, Township 3 North, Range 65 West, in Weld County, Colorado ("AFFECTED LANDS");

WHEREAS, Company owns and operates those oil and gas facilities described on Exhibit A attached hereto (collectively the "FACILITIES"), which are within two hundred feet (200') of the Affected Lands;

WHEREAS, because the Affected Lands are within two hundred feet (200') of the Facilities, and pursuant to C.R.S. § 34-32.5-115(4)(c), the DRMS requires, as part of the Permit application, a notarized agreement between FRICO and Company whereby FRICO agrees to provide compensation for any damage to the Facilities;

WHEREAS, it is the intention of the Parties that FRICO explicitly assume all financial responsibility in the event of any damage to the Facilities arising out of or caused directly by FRICO's mining operations on the Affected Lands ("MINING OPERATIONS");

WHEREAS, the Parties do not intend by this Agreement to obligate FRICO to assume responsibility for any Environmental Liability not caused by the Mining Operations, and that for the purposes of this Agreement, the phrase "ENVIRONMENTAL LIABILITY" means and includes all liabilities, obligations, damages, losses, claims, actions, suits, judgments, orders, fines, penalties, fees, expenses and costs (including administrative oversight costs, natural resource damages, and remediation costs), whether contingent or otherwise, arising out of or relating to (a) compliance or non-compliance with any environmental law; (b) the generation, use, handling, transportation, storage, treatment, or disposal of any regulated substances; (c) exposure to any regulated substances; (d) the release of any regulated substances; or (e) any contract, agreement or other consensual arrangement pursuant to which liability is assumed or imposed with respect to any of the foregoing;

WHEREAS, for the purposes of this Agreement, "ENVIRONMENTAL LAW" means all federal, state or local laws, statutes, rules, regulations, and / or ordinances pertaining to health, or environmental or ecological conditions, including but not limited to 2 CCR T. 400 and each of the following (and their respective successor provisions and all their respective state law counterparts): the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), as amended, 42 U.S.C. § 9601, *et seq.*; the Resource Conservation and Recovery Act of 1976 ("RCRA"), as amended, 42 U.S.C. § 6901, *et seq.*; the Toxic Substances Control Act of 1976, as amended, 15 U.S.C. § 2601, *et seq.*; the Clean

Air Act, as amended, 42 U.S.C. § 7401, *et seq.*; the Federal Water Pollution Control Act (a.k.a. "CLEAN WATER ACT"), as amended, 33 U.S.C. § 1251, *et seq.*; the Hazardous Materials Transportation Act, 49 U.S.C. § 5101, *et seq.*; the Solid Waste Disposal Act, Subchapter IX, Regulation of Underground Storage Tanks, 42 U.S.C. § 6991, *et seq.*; and the rules and regulations of the U.S. Environmental Protection Agency ("EPA") and the rules, regulations, ordinances, and resolutions (as applicable) of all other agencies, boards, commissions and other governmental bodies and officers having jurisdiction over the Affected Lands as may be applicable to the Mining Operations and as may identify "regulated substances" and;

WHEREAS, for the purposes of this Agreement, "REGULATED SUBSTANCES" means any hazardous, explosive, radioactive, or toxic substance, material or waste which is or becomes regulated by any local government authority, the State of Colorado, or the United States Government including, but not limited to, any material or substance that is: (i) listed in 2 CCR § 404-1, Table 915-1; (ii) listed in 5 CCR § 1002-41 (Colorado Water Quality Control Commission Regulation 41); (iii) defined as a "HAZARDOUS SUBSTANCE," "HAZARDOUS MATERIAL," "TOXIC SUBSTANCE," "POLLUTANT," "HAZARDOUS WASTE," "regulated substance," or "solid waste" in any environmental law; (iv) listed in the U.S. Department of Transportation Hazardous Materials Table, 49 C.F.R. § 172.101, as may be amended from time to time; (v) listed by the U.S. Environmental Protection Agency ("EPA") (or any successor agency) as hazardous substances, see 40 C.F.R. § 301, *et seq.*, as may be amended from time to time; (vi) qualified as an "UNLISTED HAZARDOUS SUBSTANCE" pursuant to 40 C.F.R. § 302.4(b), as may be amended from time to time; (vii) asbestos; and (viii) any petroleum product; provided, however, that "REGULATED SUBSTANCES" are limited to those substances that were produced by the Facilities, used in the operation, maintenance, or repair of the Facilities, used in the conduct of Mining Operations, or otherwise released by FRICO on the Affected Lands.

NOW, THEREFORE, in consideration of the foregoing and upon other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. Incorporation of Recitals. The above recitals are incorporated into this Agreement as if fully set out herein.
2. Indemnification. FRICO agrees to indemnify Company or any of its officers, employees, agents, and representatives (collectively the "COMPANY INDEMNIFIED PARTIES") for any and all damage to its Facilities arising out of or directly caused by FRICO's mining operations within the Affected Area. Company will immediately notify FRICO in writing of any such claim for which FRICO will be requested to indemnify Company Indemnified Parties hereunder, provided, however, and Company acknowledges and agrees, that FRICO shall not indemnify Company for any Environmental Liability not caused by the Mining Operations. Such indemnification shall further be limited to the extent of the actual payments made by Company Indemnified Parties to third parties to remediate the damage. The indemnity evidenced hereby shall terminate upon the termination or expiration of the Permit.
3. Notices. All notices required or permitted to be sent hereunder shall be deemed to have been given for all purposes of this Agreement upon (i) if given by hand delivery or U.S. Mail, Federal Express or similar expedited commercial carrier, the date of acknowledged receipt or upon the date of

receipt or refusal, or (ii) if given by electronic mail, the date of electronic confirmation of successful transmission by the sender thereof; except that whenever under this Agreement a notice is either received on a day that is not a business day or is required to be delivered on or before a specific day that is not a business day, the day of receipt or required delivery shall automatically be extended to the next business day. All notices shall be addressed as follows:

To FRICO: The Farmers Reservoir and Irrigation Company
Attn: Scott Edgar, General Manager
80 South 27th Avenue
Brighton, CO 80601
Email: scott@farmersres.com

With a copy to: Fairfield and Woods, P.C.
Attn: Todd G. Messenger
1801 California Street, Suite 2600
Denver, CO 80202
Email: tmessenger@fwlaw.com

To Company: Western Midstream
Attn: Land Department
10188 E I-25 Frontage Road
Longmont, CO 80504

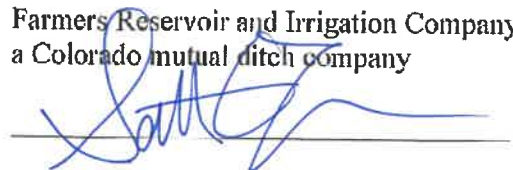
With a copy to: _____

4. Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Colorado, without regard to principles of conflicts of law.
5. Entire Agreement. This Agreement constitute the entire agreement of the Parties with respect to the subject matter hereof and may not be amended or modified except by a writing signed by the Parties. The provisions of this Agreement upon and shall insure to the benefit of, and are for the sole benefit of the Parties, their heirs, successors, and assigns.
6. Counterparts. This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, each Party by its duly authorized representative has executed this Agreement on the date shown below.

Farmers Reservoir and Irrigation Company,
a Colorado mutual ditch company


Name: Scott Edgar
Title: General Manager

Date: 10-28-2024

WES DJ Gathering, LLC


Name: Jayson L. VanShura
Title: Agent and Attorney-in-Fact

Date: 10/17/24

EXHIBIT A

FACILITY LIST

Any and all structures within the Affected Lands owned by Company, including but not limited to wells, wellbores, pipelines, flowlines, batteries, and tanks.

FRICO – CRESTONE PEAK RESOURCES INDEMNITY AGREEMENT

INDEMNITY AGREEMENT

This Indemnity Agreement ("AGREEMENT") is entered by and among Farmers Reservoir and Irrigation Company, a Colorado mutual ditch company ("FRICO") and Crestone Peak Resources Operating LLC, a Delaware limited liability company ("COMPANY") on this 14 day of November, 2024 ("EFFECTIVE DATE"). The term "COMPANY" as used herein includes its affiliates and subsidiaries, agents, employees, consultants, contractors, and subcontractors. FRICO and Company may be collectively referred to in this Agreement as the "PARTIES."

RECITALS

WHEREAS, FRICO is in the process of applying for a 112 Reclamation Permit ("PERMIT") with the Colorado Division of Reclamation, Mining and Safety ("DRMS") for operations within Sections 3, 4, 9, 10, 11, 14, 15, 16, 22, and 23, Township 3 North, Range 65 West, in Weld County, Colorado ("AFFECTED LANDS");

WHEREAS, Company owns and operates those oil and gas facilities described on Exhibit A attached hereto (collectively the "FACILITIES"), which are within two hundred feet (200') of the Affected Lands;

WHEREAS, because the Affected Lands are within two hundred feet (200') of the Facilities, and pursuant to C.R.S. § 34-32.5-115(4)(e), the DRMS requires, as part of the Permit application, a notarized agreement between FRICO and Company whereby FRICO agrees to provide compensation for any damage to the Facilities;

WHEREAS, it is the intention of the Parties that FRICO explicitly assume all financial responsibility in the event of any damage to the Facilities caused directly by FRICO's mining operations on the Affected Lands ("MINING OPERATIONS");

WHEREAS, the Parties do not intend by this Agreement to obligate FRICO to assume responsibility for any Environmental Liability to the extent not directly caused by the Mining Operations, and that for the purposes of this Agreement, the phrase "ENVIRONMENTAL LIABILITY" means and includes all liabilities, obligations, damages, losses, claims, actions, suits, judgments, orders, fines, penalties, fees, expenses and costs (including administrative oversight costs, natural resource damages, and remediation costs), whether contingent or otherwise, arising out of or relating to (a) compliance or non-compliance with any environmental law; (b) the generation, use, handling, transportation, storage, treatment, or disposal of any regulated substances; (c) exposure to any regulated substances; (d) the release of any regulated substances; or (e) any contract, agreement or other consensual arrangement pursuant to which liability is assumed or imposed with respect to any of the foregoing;

WHEREAS, for the purposes of this Agreement, "ENVIRONMENTAL LAW" means all federal, state or local laws, statutes, rules, regulations, and / or ordinances pertaining to health, or environmental or ecological conditions, including but not limited to 2 CCR T. 400 and each of the following (and their respective successor provisions and all their respective state law counterparts): the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), as amended, 42 U.S.C. § 9601, *et seq.*; the Resource Conservation and Recovery Act of 1976 ("RCRA"), as amended, 42 U.S.C.

§ 6901, *et seq.*; the Toxic Substances Control Act of 1976, as amended, 15 U.S.C. § 2601, *et seq.*; the Clean Air Act, as amended, 42 U.S.C. § 7401, *et seq.*; the Federal Water Pollution Control Act (a.k.a. "CLEAN WATER ACT"), as amended, 33 U.S.C. § 1251, *et seq.*; the Hazardous Materials Transportation Act, 49 U.S.C. § 5101, *et seq.*; the Solid Waste Disposal Act, Subchapter IX, Regulation of Underground Storage Tanks, 42 U.S.C. § 6991, *et seq.*; and the rules and regulations of the U.S. Environmental Protection Agency ("EPA") and the rules, regulations, ordinances, and resolutions (as applicable) of all other agencies, boards, commissions and other governmental bodies and officers having jurisdiction over the Affected Lands as may be applicable to the Mining Operations and as may identify "regulated substances" and;

WHEREAS, for the purposes of this Agreement, "REGULATED SUBSTANCES" means any hazardous, explosive, radioactive, or toxic substance, material or waste which is or becomes regulated by any local government authority, the State of Colorado, or the United States Government including, but not limited to, any material or substance that is: (i) listed in 2 CCR § 404-1, Table 915-1; (ii) listed in 5 CCR § 1002-41 (Colorado Water Quality Control Commission Regulation 41); (iii) defined as a "HAZARDOUS SUBSTANCE," "HAZARDOUS MATERIAL," "TOXIC SUBSTANCE," "POLLUTANT," "HAZARDOUS WASTE," "REGULATED SUBSTANCE," or "SOLID WASTE" in any environmental law; (iv) listed in the U.S. Department of Transportation Hazardous Materials Table, 49 C.F.R. § 172.101, as may be amended from time to time; (v) listed by the U.S. Environmental Protection Agency ("EPA") (or any successor agency) as hazardous substances, see 40 C.F.R. § 301, *et seq.*, as may be amended from time to time; (vi) qualified as an "UNLISTED HAZARDOUS SUBSTANCE" pursuant to 40 C.F.R. § 302.4(b), as may be amended from time to time; (vii) asbestos; and (viii) any petroleum product; provided, however, that "REGULATED SUBSTANCES" are limited to those substances that were produced by the Facilities, used in the operation, maintenance, or repair of the Facilities, used in the conduct of Mining Operations, or otherwise released by FRICO on the Affected Lands.

NOW, THEREFORE, in consideration of the foregoing and upon other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. Incorporation of Recitals. The above recitals are incorporated into this Agreement as if fully set out herein.

2. Indemnification. FRICO agrees to indemnify Company, its affiliates, subsidiaries, or any of its or their officers, employees, contractors, subcontractors, agents, representatives, and partners, (collectively the "COMPANY INDEMNIFIED PARTIES") for any and all damage to its Facilities and lands owned or operated by Company underlying the Facilities, as well as any Environmental Liability to the extent such damage or Environmental Liability is directly caused by FRICO's mining operations within the Affected Area. Company will promptly notify FRICO in writing of any such claim for which FRICO will be requested to indemnify Company Indemnified Parties hereunder. The indemnity evidenced hereby shall terminate upon the date that is one (1) year following termination or expiration of the Permit.

3. Notices. All notices required or permitted to be sent hereunder shall be deemed to have been given for all purposes of this Agreement upon (i) if given by hand delivery or U.S. Mail, Federal Express or similar expedited commercial carrier, the date of acknowledged receipt or upon the date of

receipt or refusal, or (ii) if given by electronic mail, the date of electronic confirmation of successful transmission by the sender thereof; except that whenever under this Agreement a notice is either received on a day that is not a business day or is required to be delivered on or before a specific day that is not a business day, the day of receipt or required delivery shall automatically be extended to the next business day. All notices shall be addressed as follows:

To FRICO: The Farmers Reservoir and Irrigation Company
 Attn: Scott Edgar, General Manager
 80 South 27th Avenue
 Brighton, CO 80601
 Email: scott@farmersres.com

With a copy to: Fairfield and Woods, P.C.
 Attn: Todd G. Messenger
 1801 California Street, Suite 2600
 Denver, CO 80202
 Email: tmessenger@fwlaw.com

To Company: c/o Civitas Resources, Inc.
 Attn: Bob Bresnahan
 555 17th Street, Suite 3700
 Denver, CO 80202
 Email: bbresnahan@civiresources.com

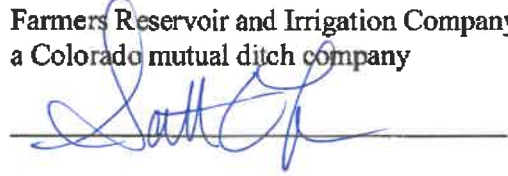
With a copy to: Civitas Resources, Inc.
 Attn: General Counsel
 555 17th Street, Suite 3700
 Denver, CO 80202
 Email: amilton@civiresources.com

4. **Governing Law.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Colorado, without regard to principles of conflicts of law.
5. **Entire Agreement.** This Agreement constitute the entire agreement of the Parties with respect to the subject matter hereof and may not be amended or modified except by a writing signed by the Parties. The provisions of this Agreement upon and shall insure to the benefit of, and are for the sole benefit of the Parties, their heirs, successors, and assigns.
6. **Counterparts.** This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

[SIGNATURE PAGE TO FOLLOW]

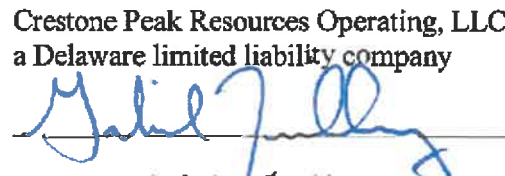
IN WITNESS WHEREOF, each Party by its duly authorized representative has executed this Agreement on the date shown below.

Farmers Reservoir and Irrigation Company,
a Colorado mutual ditch company



Name: Scott Edgar
Title: General Manager
Date: 11-14-2024

Crestone Peak Resources Operating, LLC,
a Delaware limited liability company



Name: Gabriel Findlay
Title: VP, Land
Date: 11/14/2024

EXHIBIT A
FACILITY LIST

Latitude	Longitude	API #	Status	Well	Operator
40.245141	-104.651881	123-18775-332718	PA	ARISTOCRAT *21-10C	CRESTONE PEAK RESOURCES OPERATING LLC
40.245087	-104.646888	123-12805-311345	PA	ARISTOCRAT *31-10C	CRESTONE PEAK RESOURCES OPERATING LLC
40.245386	-104.641362	123-12806-323280	PA	ARISTOCRAT *41-10C	CRESTONE PEAK RESOURCES OPERATING LLC
40.248557	-104.656003	123-34347-333137	PA	ARISTOCRAT ANGUS *0-8-3	CRESTONE PEAK RESOURCES OPERATING LLC
40.245148	-104.647366	123-22387-332747	PA	ARISTOCRAT ANGUS *1-10	CRESTONE PEAK RESOURCES OPERATING LLC
40.248499	-104.656221	123-22045-333137	PA	ARISTOCRAT ANGUS *14-3A	CRESTONE PEAK RESOURCES OPERATING LLC
40.245315	-104.651677	123-9497-332718	PA	ARISTOCRAT ANGUS *21-10	CRESTONE PEAK RESOURCES OPERATING LLC
40.248571	-104.656036	123-34332-333137	PA	ARISTOCRAT ANGUS *3-3	CRESTONE PEAK RESOURCES OPERATING LLC
40.241894	-104.640832	123-16673-332743	TA	ARISTOCRAT ANGUS *42-10	CRESTONE PEAK RESOURCES OPERATING LLC

40.245116	-104.647327	123-22374-332747	PA	ARISTOCRAT ANGUS *5-2-10	CRESTONE PEAK RESOURCES OPERATING LLC
40.242071	-104.640997	123-30559-332743	PR	ARISTOCRAT ANGUS *6-4-10	CRESTONE PEAK RESOURCES OPERATING LLC
40.241976	-104.640853	123-23015-332743	TA	ARISTOCRAT ANGUS *7-2-10	CRESTONE PEAK RESOURCES OPERATING LLC
40.246154	-104.654746	123-22396-332731	PA	ARISTOCRAT ANGUS FEDERAL *1-2-10	CRESTONE PEAK RESOURCES OPERATING LLC
40.246097	-104.654747	123-22386-332731	PR	ARISTOCRAT ANGUS FEDERAL *2-10	CRESTONE PEAK RESOURCES OPERATING LLC
40.246089	-104.655068	123-16913-332731	PR	FEDERAL *11-10	CRESTONE PEAK RESOURCES OPERATING LLC
40.2425	-104.65327	123-17136-336714	PA	FEDERAL *12-10	CRESTONE PEAK RESOURCES OPERATING LLC
40.24249	-104.65319	123-17096-336714	PR	FEDERAL *22-10	CRESTONE PEAK RESOURCES OPERATING LLC
40.242111	-104.646255	123-17137-329308	PR	FEDERAL *32-10	CRESTONE PEAK RESOURCES OPERATING LLC
40.237674	-104.65734	123-16581-332739	PR	ARISTOCRAT ANGUS *13-10	CRESTONE PEAK RESOURCES OPERATING LLC

40.234158	-104.65723	123-17032-336608	PR	ARISTOCRAT ANGUS *14-10	CRESTONE PEAK RESOURCES OPERATING LLC
40.237576	-104.657344	123-22840-332739	PA	ARISTOCRAT ANGUS *1-6-10	CRESTONE PEAK RESOURCES OPERATING LLC
40.23777	-104.65722	123-30591-332739	PR	ARISTOCRAT ANGUS FEDERAL *2-4-10	CRESTONE PEAK RESOURCES OPERATING LLC
40.237748	-104.657211	123-32576-332739	PR	ARISTOCRAT ANGUS FEDERAL *0-4-10	CRESTONE PEAK RESOURCES OPERATING LLC

FRICO – WELD COUNTY INDEMNITY AGREEMENT

INDEMNITY AGREEMENT

This Indemnity Agreement ("AGREEMENT") is entered by and among Farmers Reservoir and Irrigation Company, a Colorado mutual ditch company ("FRICO") and the County of Weld, a body corporate and politic of the State of Colorado, by and through its Board of County Commissioners ("COUNTY") on this 28th day of April, 2025 ("EFFECTIVE DATE"). FRICO and County may be collectively referred to in this Agreement as the "PARTIES."

RECITALS

WHEREAS, FRICO is in the process of applying for a 112 Reclamation Permit ("PERMIT") with the Colorado Division of Reclamation, Mining and Safety ("DRMS") for operations within Sections 3, 4, 9, 10, 11, 14, 15, 16, 22, and 23, Township 3 North, Range 65 West, in Weld County, Colorado ("AFFECTED LANDS");

WHEREAS, County owns and operates Weld County Road 32 and Cavanaugh Road (also known as Weld County Road 43) (the "FACILITIES"), portions of which are within two hundred feet (200') of the Affected Lands;

WHEREAS, because the Affected Lands are within two hundred feet (200') of the Facilities, and pursuant to C.R.S. § 34-32.5-115(4)(e), the DRMS requires, as part of the Permit application, a notarized agreement between FRICO and County whereby FRICO agrees to provide compensation for any damage to the Facilities, insofar as they are within the two hundred feet;

WHEREAS, it is the intention of the Parties that FRICO explicitly assume all financial responsibility in the event of any damage to the Facilities within two hundred feet caused directly by FRICO's mining operations on the Affected Lands ("MINING OPERATIONS");

WHEREAS, the Parties do not intend by this Agreement to obligate FRICO to assume responsibility for any Environmental Liability not caused by the Mining Operations, and that for the purposes of this Agreement, the phrase "ENVIRONMENTAL LIABILITY" means and includes all liabilities, obligations, damages, losses, claims, actions, suits, judgments, orders, fines, penalties, fees, expenses and costs (including administrative oversight costs, natural resource damages, and remediation costs), whether contingent or otherwise, arising out of or relating to (a) compliance or non-compliance with any environmental law; (b) the generation, use, handling, transportation, storage, treatment, or disposal of any regulated substances; (c) exposure to any regulated substances; (d) the release of any regulated substances; or (e) any contract, agreement or other consensual arrangement pursuant to which liability is assumed or imposed with respect to any of the foregoing;

WHEREAS, for the purposes of this Agreement, "ENVIRONMENTAL LAW" means all federal, state or local laws, statutes, rules, regulations, and / or ordinances pertaining to health, or environmental or ecological conditions, including but not limited to 2 CCR T. 400 and each of the following (and their respective successor provisions and all their respective state law counterparts): the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), as amended, 42 U.S.C. § 9601, *et seq.*; the Resource Conservation and Recovery Act of 1976 ("RCRA"), as amended, 42 U.S.C. § 6901, *et seq.*; the Toxic Substances Control Act of 1976, as amended, 15 U.S.C. § 2601, *et seq.*; the Clean

Air Act, as amended, 42 U.S.C. § 7401, *et seq.*; the Federal Water Pollution Control Act (a.k.a. "CLEAN WATER ACT"), as amended, 33 U.S.C. § 1251, *et seq.*; the Hazardous Materials Transportation Act, 49 U.S.C. § 5101, *et seq.*; the Solid Waste Disposal Act, Subchapter IX, Regulation of Underground Storage Tanks, 42 U.S.C. § 6991, *et seq.*; and the rules and regulations of the U.S. Environmental Protection Agency ("EPA") and the rules, regulations, ordinances, and resolutions (as applicable) of all other agencies, boards, commissions and other governmental bodies and officers having jurisdiction over the Affected Lands as may be applicable to the Mining Operations and as may identify "regulated substances" and;

WHEREAS, for the purposes of this Agreement, "REGULATED SUBSTANCES" means any hazardous, explosive, radioactive, or toxic substance, material or waste which is or becomes regulated by any local government authority, the State of Colorado, or the United States Government including, but not limited to, any material or substance that is: (i) listed in 2 CCR § 404-1, Table 915-1; (ii) listed in 5 CCR § 1002-41 (Colorado Water Quality Control Commission Regulation 41); (iii) defined as a "HAZARDOUS SUBSTANCE," "HAZARDOUS MATERIAL," "TOXIC SUBSTANCE," "POLLUTANT," "HAZARDOUS WASTE," "regulated substance," or "solid waste" in any environmental law; (iv) listed in the U.S. Department of Transportation Hazardous Materials Table, 49 C.F.R. § 172.101, as may be amended from time to time; (v) listed by the U.S. Environmental Protection Agency ("EPA") (or any successor agency) as hazardous substances, see 40 C.F.R. § 301, *et seq.*, as may be amended from time to time; (vi) qualified as an "UNLISTED HAZARDOUS SUBSTANCE" pursuant to 40 C.F.R. § 302.4(b), as may be amended from time to time; (vii) asbestos; and (viii) any petroleum product; provided, however, that "REGULATED SUBSTANCES" are limited to those substances that were produced by the Facilities, used in the operation, maintenance, or repair of the Facilities, used in the conduct of Mining Operations, or otherwise released by FRICO on the Affected Lands.

NOW, THEREFORE, in consideration of the foregoing and upon other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. Incorporation of Recitals. The above recitals are incorporated into this Agreement as if fully set out herein.

2. Indemnification. FRICO agrees to indemnify County or any of its officers, employees, agents, and representatives (collectively the "COUNTY INDEMNIFIED PARTIES") for any and all damage to those portions of its Facilities within 200' of the Affected Lands, arising out of or directly caused by FRICO's mining operations within the Affected Area. County will immediately notify FRICO in writing of any such claim for which FRICO will be requested to indemnify County Indemnified Parties hereunder, provided, however, and County acknowledges and agrees, that FRICO shall not indemnify County for any Environmental Liability. Such indemnification shall further be limited to the extent of the actual payments made by County Indemnified Parties to third parties to remediate the damage. The indemnity evidenced hereby shall terminate upon the termination or expiration of the Permit.

3. Notices. All notices required or permitted to be sent hereunder shall be deemed to have been given for all purposes of this Agreement upon (i) if given by hand delivery or U.S. Mail, Federal Express or similar expedited commercial carrier, the date of acknowledged receipt or upon the date of

receipt or refusal, or (ii) if given by electronic mail, the date of electronic confirmation of successful transmission by the sender thereof; except that whenever under this Agreement a notice is either received on a day that is not a business day or is required to be delivered on or before a specific day that is not a business day, the day of receipt or required delivery shall automatically be extended to the next business day. All notices shall be addressed as follows:

To FRICO: The Farmers Reservoir and Irrigation Company
Attn: Scott Edgar, General Manager
80 South 27th Avenue
Brighton, CO 80601
Email: scott@farmersres.com

With a copy to: Fairfield and Woods, P.C.
Attn: Todd G. Messenger
1801 California Street, Suite 2600
Denver, CO 80202
Email: tmessenger@fwlaw.com

To County: Weld County Department of Public Works
Attn: Curtis Hall, Director
1111 H Street, Greeley, Colorado, 80631; P.O. Box 758 Greeley, Colorado, 80632
Email: chall@weld.gov

With a copy to: Weld County Attorney's Office
Attn: Bruce Barker, County Attorney
1150 O Street, Greeley, Colorado, 80631; P.O. Box 758 Greeley, Colorado, 80632
Email: bbarker@weld.gov

4. Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Colorado, without regard to principles of conflicts of law.
5. Entire Agreement. This Agreement constitute the entire agreement of the Parties with respect to the subject matter hereof and may not be amended or modified except by a writing signed by the Parties. The provisions of this Agreement upon and shall insure to the benefit of, and are for the sole benefit of the Parties, their heirs, successors, and assigns.
6. Counterparts. This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, each Party by its duly authorized representative has executed this Agreement on the date shown below.

Board of County Commissioners
Weld County, Colorado

Attest: Arthur G. Masick
Clerk to the Board

Perry L. Buck
Perry L. Buck, Chair
Board of Weld County Commissioners

By: James M. Wawrock
Deputy Clerk the Board

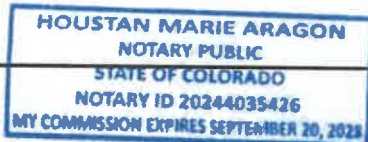


State of Colorado)
) ss.
County of Weld)

The foregoing instrument was acknowledged before me this 28th of April, 2025, by Perry L. Buck, as Chair, Board of Weld County Commissioners.

Witness my hand and official seal:

My Commission Expires: September 20, 2028



Houston Marie Aragon
Notary Public

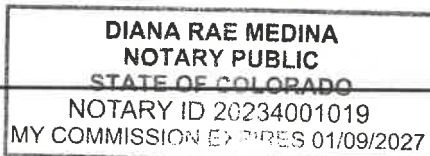
Scott Edgar
Scott Edgar, General Manager
Farmers Reservoir and Irrigation Company
a Colorado mutual ditch company ("FRICO")

State of Colorado)
) ss.
Farmers Reservoir and Irrigation Company,)
a Colorado mutual ditch company ("FRICO")

The foregoing instrument was acknowledged before me this 28th of April, 2025, by Scott Edgar, as General Manager of Farmers Reservoir & Irrigation Company.

Witness my hand and official seal:

My Commission Expires: 01/09/2027



Diana Medina
Notary Public

AUTHORIZATION TO RESEARCH STOCK RECORDS/PERFORM STOCK TRACE

The undersigned, as the authorized representative of Owl Creek Investments, LLC, is the owner of 71 1/8 Shares of the capital stock of THE FARMERS RESERVOIR AND IRRIGATION COMPANY ("Company"), as evidenced by Stock Certificate 9076. I hereby authorize the Company to permit representatives of _____ to review the Company Files and/or stock books pertaining to the ownership and use of this capital stock.

If the Company wishes to speak with me concerning this Authorization, I may be reached at 970-848-3846.

Signed: 

Printed Name: Robert Harding

Entity Name: Owl Creek Investments, LLC

Date: 4/30/2025

FRICO – PLATTE VALLEY IRRIGATION COMPANY INDEMNITY AGREEMENT

INDEMNITY AGREEMENT

This Indemnity Agreement ("AGREEMENT") is entered by and among Farmers Reservoir and Irrigation Company, a Colorado mutual ditch company ("FRICO") and The Platte Valley Irrigation Company, a Colorado nonprofit corporation ("COMPANY") on this 9th day of April, 2025 ("EFFECTIVE DATE"). The term "COMPANY" used herein includes its affiliates and subsidiaries, agents, employees, consultants, contractors, and subcontractors. FRICO and Company may be collectively referred to in this Agreement as the "PARTIES."

RECITALS

WHEREAS, FRICO is in the process of applying for a 112 Reclamation Permit ("PERMIT") with the Colorado Division of Reclamation, Mining and Safety ("DRMS") for operations within Sections 3, 4, 9, 10, 11, 14, 15, 16, 22, and 23, Township 3 North, Range 65 West, in Weld County, Colorado ("AFFECTED LANDS");

WHEREAS, Company owns and operates the Evans No. 2 Ditch, a portion of which is within two hundred feet (200') of the Affected Lands, as more particularly shown on the attached **Exhibit A** (the "FACILITY");

WHEREAS, because the Affected Lands are within two hundred feet (200') of the Facility, and pursuant to C.R.S. § 34-32.5-115(4)(e), the DRMS requires, as part of the Permit application, a notarized agreement between FRICO and Company whereby FRICO agrees to provide compensation for any damage to the Facility;

WHEREAS, it is the intention of the Parties that FRICO explicitly assume all financial responsibility in the event of any damage to the Facility caused directly by FRICO's mining operations on the Affected Lands ("MINING OPERATIONS");

WHEREAS, the Parties do not intend by this Agreement to obligate FRICO to assume responsibility for any Environmental Liability not caused by the Mining Operations, and that for the purposes of this Agreement, the phrase "ENVIRONMENTAL LIABILITY" means and includes all liabilities, obligations, damages, losses, claims, actions, suits, judgments, orders, fines, penalties, fees, expenses and costs (including administrative oversight costs, natural resource damages, and remediation costs), whether contingent or otherwise, arising out of or relating to (a) compliance or non-compliance with any environmental law; (b) the generation, use, handling, transportation, storage, treatment, or disposal of any regulated substances; (c) exposure to any regulated substances; (d) the release of any regulated substances; or (e) any contract, agreement or other consensual arrangement pursuant to which liability is assumed or imposed with respect to any of the foregoing;

WHEREAS, for the purposes of this Agreement, "ENVIRONMENTAL LAW" means all federal, state or local laws, statutes, rules, regulations, and / or ordinances pertaining to health, or environmental or ecological conditions, including but not limited to 2 CCR T. 400 and each of the following (and their respective successor provisions and all their respective state law counterparts): the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), as amended, 42 U.S.C. § 9601, *et seq.*; the Resource Conservation and Recovery Act of 1976 ("RCRA"), as amended, 42 U.S.C.

§ 6901, *et seq.*; the Toxic Substances Control Act of 1976, as amended, 15 U.S.C. § 2601, *et seq.*; the Clean Air Act, as amended, 42 U.S.C. § 7401, *et seq.*; the Federal Water Pollution Control Act (a.k.a. "CLEAN WATER ACT"), as amended, 33 U.S.C. § 1251, *et seq.*; the Hazardous Materials Transportation Act, 49 U.S.C. § 5101, *et seq.*; the Solid Waste Disposal Act, Subchapter IX, Regulation of Underground Storage Tanks, 42 U.S.C. § 6991, *et seq.*; and the rules and regulations of the U.S. Environmental Protection Agency ("EPA") and the rules, regulations, ordinances, and resolutions (as applicable) of all other agencies, boards, commissions and other governmental bodies and officers having jurisdiction over the Affected Lands as may be applicable to the Mining Operations and as may identify "regulated substances" and;

WHEREAS, for the purposes of this Agreement, "REGULATED SUBSTANCES" means any hazardous, explosive, radioactive, or toxic substance, material or waste which is or becomes regulated by any local government authority, the State of Colorado, or the United States Government including, but not limited to, any material or substance that is: (i) listed in 2 CCR § 404-1, Table 915-1; (ii) listed in 5 CCR § 1002-41 (Colorado Water Quality Control Commission Regulation 41); (iii) defined as a "HAZARDOUS SUBSTANCE," "HAZARDOUS MATERIAL," "TOXIC SUBSTANCE," "POLLUTANT," "HAZARDOUS WASTE," "regulated substance," or "solid waste" in any environmental law; (iv) listed in the U.S. Department of Transportation Hazardous Materials Table, 49 C.F.R. § 172.101, as may be amended from time to time; (v) listed by the U.S. Environmental Protection Agency ("EPA") (or any successor agency) as hazardous substances, see 40 C.F.R. § 301, *et seq.*, as may be amended from time to time; (vi) qualified as an "UNLISTED HAZARDOUS SUBSTANCE" pursuant to 40 C.F.R. § 302.4(b), as may be amended from time to time; (vii) asbestos; and (viii) any petroleum product; provided, however, that "REGULATED SUBSTANCES" are limited to those substances that were produced by the Facility, used in the operation, maintenance, or repair of the Facility, used in the conduct of Mining Operations, or otherwise released by FRICO on the Affected Lands.

NOW, THEREFORE, in consideration of the foregoing and upon other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. Incorporation of Recitals. The above recitals are incorporated into this Agreement as if fully set out herein.

2. Indemnification. FRICO agrees to indemnify Company or any of its officers, employees, agents, and representatives (collectively the "COMPANY INDEMNIFIED PARTIES") for any and all damage to its Facility arising out of or directly caused by FRICO's mining operations within the Affected Area. Company will immediately notify FRICO in writing of any such claim for which FRICO will be requested to indemnify Company Indemnified Parties hereunder, provided, however, and Company acknowledges and agrees, that FRICO shall not indemnify Company for any Environmental Liability. Such indemnification shall further be limited to the extent of the actual payments made by Company Indemnified Parties to third parties to remediate the damage. The indemnity evidenced hereby shall terminate upon the termination or expiration of the Permit.

3. Notices. All notices required or permitted to be sent hereunder shall be deemed to have been given for all purposes of this Agreement upon (i) if given by hand delivery or U.S. Mail, Federal

Express or similar expedited commercial carrier, the date of acknowledged receipt or upon the date of receipt or refusal, or (ii) if given by electronic mail, the date of electronic confirmation of successful transmission by the sender thereof; except that whenever under this Agreement a notice is either received on a day that is not a business day or is required to be delivered on or before a specific day that is not a business day, the day of receipt or required delivery shall automatically be extended to the next business day. All notices shall be addressed as follows:

To FRICO: The Farmers Reservoir and Irrigation Company
Attn: Scott Edgar, General Manager
80 South 27th Avenue
Brighton, CO 80601
Email: scott@farmersres.com

With a copy to: Fairfield and Woods, P.C.
Attn: Todd G. Messenger
1801 California Street, Suite 2600
Denver, CO 80202
Email: tmessenger@fwlaw.com

To Company: Platte Valley Irrigation Company
Attn: Tami Sullivan, Secretary
P.O. Box 336483
Greeley, CO 80633
Email: plattevalley@pvicditch.com

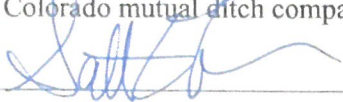
With a copy to: Lyons Gaddis, P.C.
Attn: Scott Holwick
P.O. Box 978
Longmont, CO 80502-0978
Email: sholwick@lyonsgaddis.com

4. Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Colorado, without regard to principles of conflicts of law.
5. Entire Agreement. This Agreement constitute the entire agreement of the Parties with respect to the subject matter hereof and may not be amended or modified except by a writing signed by the Parties. The provisions of this Agreement upon and shall insure to the benefit of, and are for the sole benefit of the Parties, their heirs, successors, and assigns.
6. Counterparts. This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, each Party by its duly authorized representative has executed this Agreement on the date shown below.

Farmers Reservoir and Irrigation Company,
a Colorado mutual ditch company

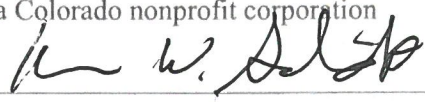


Name: Scott Edgar

Title: General Manager

Date: 4-7-2025

Platte Valley Irrigation Company
a Colorado nonprofit corporation



Name: Kevin W. Schmidt

Title: Board President

Date: April 9, 2025

Exhibit A

Facility Map

See Attached

