



2273 River Road  
Grand Junction, CO 81505  
(970) 243-4900

210 Road 390  
Farmington, NM 87401  
(505) 324-3900

14802 W. 44<sup>th</sup> Ave  
Golden, CO 80403  
(303) 279-6611

[www.united-gj.com](http://www.united-gj.com)  
[www.fourcornersmaterials.com](http://www.fourcornersmaterials.com)

September 11, 2025

Division of Reclamation, Mining and Safety  
1313 Sherman Street, Room 215  
Denver, CO. 80203  
Attn: Jocelyn Carter

Re: Incompleteness Response to Transfer of Permit and  
Succession of Operators for Florence South Pit, Permit No. M-1988-093

Ms. Carter,

In response to your letter dated July 10, 2025, regarding our application to transfer Mineral Permit M-1988-093 from Fremont Paving & Redi-Mix, Inc. to Oldcastle SW Group, Inc. dba United Companies. We appreciate your review and are working diligently to provide the remaining documentation. Please find below a summary for the requested items:

1. **Application Form:** We have updated the Administrative Information section accordingly to reflect the officially registered address for Oldcastle SW Group, Inc. This revised page has been included with this communication for your review. It should be noted the mailing address for this business entity is different and contact information will be updated following approvals through e-permitting
2. **Legal Right of Entry:** We acknowledge the previously submitted lease agreement did not include the signature pages. A copy of the Lease Agreement between Oldcastle SW Group, Inc. and Preferred Materials, Inc. with the signatures pages have been included and Florence South land description.
3. **Structure Agreements:** Additional structure agreements have been resigned by owners and re-sent by Certified Mail to structure owners. Previously, all identified structure owners within 200 feet of the permit boundary have been contacted by letter delivered via United States Postal Service Certified Mail, in accordance with Rule 6.4.19. Copies of the mailings were provided with the original submittal. A copy of the signature confirmation return receipts has also been provided. For those structure owners that could not be reached, an engineering analysis was performed for each structure. This satisfies Rule 6.4.149(b). As discussed with the Division representatives, a table is provided with the site, structures, structure owners and distances are to be included for each site. These distances are consistent with site specific engineer evaluation provided and demonstrate that operations shall not impact the listed structures.



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#### 4. Financial Documents:

1. **Affidavit of Authority:** An Affidavit signed by Brandon Pack, President of Oldcastle SW Group, Inc. dba United Companies, has been prepared and notarized for inclusion in the updated submission package. Additionally, as discussed, we have included documentation of Elected Officers who are authorized to execute agreements, contracts, documents, certificates, and other instruments for the purpose of conducting the Corporation's business. Originals copies have been mailed to Sara Stevenson-Benn and copies of mailings and documents are included with this package.
2. **Succession of Operators Application:** We have updated the Succession of Operators ("SO") pages 9 and 10 with the signature of Brandon Pack and notarized appropriately. As stated, the counterpart signatures were accepted and did not need to be resigned.

All original financial statements have been mailed to Sara Stevenson-Benn (Certified Mail No: 9589 0710 5270 1124 7352 95) and copies will be provided in the submission packet. If any adjustments are necessary or additional clarification is required, please do not hesitate to contact us. Thank you for your guidance and support throughout this transition process.

Thank you,

Sara Weimer  
EHS  
Oldcastle SW Group, Inc.

# STATE OF COLORADO

## DIVISION OF RECLAMATION, MINING AND SAFETY

Department of Natural Resources

1313 Sherman St., Room 215

Denver, Colorado 80203

Phone: (303) 866-3567

FAX: (303) 832-8106



## APPLICATION FORM FOR TRANSFER OF MINERAL PERMIT AND SUCCESSION OF OPERATORS

### ADMINISTRATIVE INFORMATION

#### Permit Information

Permit Number: M-1988-093

Operation Name: Florence South Pit

#### Permittee Information

Contact Person: John Paul Ary

Company Name: Fremont Paving & Redi-Mix, Inc

Street Address: PO Box 841

City: Canon City

State: Colorado Zip: 81215

Phone: (719 ) 275-3264

Email (optional): jp@arycorp.com

#### Prospective Successor Information

Contact Person: Tony Majka

Company Name: Oldcastle SW Group, Inc. dba United Companies

Street Address: 2273 River Road

City: Grand Junction

State: CO Zip: 81505

Phone: ( 719 ) 275-3264

Email (optional): tony.majka@unitedco.com

## LEASE AGREEMENT

This Lease Agreement ("**Agreement**") is entered into this 19th day of July 2024 (the "**Effective Date**"), by and between **Oldcastle SW Group, Inc.**, a Colorado corporation ("**Tenant**") of 2273 River Road, Grand Junction, CO 81505 and **Preferred Materials, Inc.**, a Georgia corporation ("**Landlord**") of 4626 Scarborough Drive, Lutz, Florida 33559.

### RECITALS

A. Landlord is the owner of certain real property located in Fremont County, Chaffee County, Otero County, Prowers County, and Pueblo County, in the state of Colorado more particularly described in Exhibit A attached hereto ("**Land**"), and any improvements ("**Improvements**") and personal property located thereon ("**Personal Property**") the Land, Improvements and Personal Property collectively referred to as the "**Property**").

B. Landlord desires to lease the Property to Tenant and Tenant desires to lease the Property from Landlord all in accordance with and subject to all of the terms, conditions and covenants set forth in this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant agree as follows:

### AGREEMENT

1. **Term.** This Agreement shall commence on the Effective Date and expire July 18, 2044 (the "**Term**").

2. **Rent.** Tenant shall pay annual rent in the amount equal to the annual depletion expense for CRH Americas' financial accounting purposes at the end of each calendar year ("**Base Rent**") to Landlord. Such Base Rent shall be paid through CRH Americas' intercompany payment process.

3. **Taxes.** Tenant shall be responsible for all real estate, ad valorem taxes and assessments on the Property as well as all taxes related to its operations, equipment and fixtures.

4. **Possession and Use of the Property.** Tenant shall be entitled to possession of the Property, with right of ingress and egress, on the first day of the Term of this Agreement and shall yield possession to the Landlord at the end of the Term. Tenant shall use the Property to operate its construction materials business, conduct mining and mineral extraction, and for any other lawful purposes.

5. **Right of First Refusal.** Landlord will give Tenant the "Right of First Refusal" on any bona fide offer made to Landlord to purchase the Property, including but not limited to whether or not the sale or transfer of the interest in the Property is a part of a divestiture of all or a part of Landlord's assets or the Property. If Landlord receives an offer, it shall give notice to Tenant, who shall have 45 days after receipt of the notice to exercise its right of first refusal. If Tenant makes no election within the 45-day period, the right of first refusal as to the offer shall

expire. Provided, however, if the sale or transfer of Landlord's interest in the Property is not consummated, Tenant shall retain its right of first refusal on subsequent bona fide offers. Further, the terms and conditions of this Agreement shall survive a sale or other transfer of Landlord's interest in the Property and this Agreement shall continue in full force and effect.

6. **Quiet Enjoyment.** Landlord covenants that its estate in the Property is in fee simple and that the Tenant, if not in default under this Agreement, shall peaceably have, hold and enjoy the Property for the Term of this Agreement. Landlord also warrants the terms and conditions of this Agreement shall remain effective until expiration of the Term if the Property is hereafter sold or transferred to another party.

7. **Exclusivity.** Landlord warrants that Landlord has full authority to enter into this Agreement and that it will not lease the Property, nor any portion thereof, to any other person or entity during the Term of this Agreement.

8. **Return of the Property.** Tenant shall have a period of 365 days from and after the termination or expiration of this Agreement (including extensions or renewals, if any) within which to remove from the Property any buildings, improvements, equipment, machinery or other property or improvements placed or erected by it thereon; and furthermore, it is agreed and understood that title to and ownership of any and all such property and improvements shall remain in Tenant during the term of this Agreement (including extensions and renewals), whether or not any such property becomes attached or affixed to the Premises.

9. **Indemnification.** Tenant shall indemnify, and hold Landlord, its officers, and employees, harmless from any and all losses, damages, expenses (including but not limited to attorney and expert fees), claims, liens, suits, liabilities, fines, penalties, and remedial or clean-up costs arising out of or in any way related to (i) Tenant's use of the Property, (ii) any breach of this Agreement, or (iii) any act or omission by Tenant, its invitees, or any person performing work directly or indirectly on behalf of Tenant.

10. **Triple Net.** The parties intend for this Agreement to be a triple net lease, and Tenant shall pay (i) all real estate taxes and assessments levied against the Property (as set forth in Section 4) from and after the Effective Date through the end of the Term; (ii) all expenses related to utilities servicing the Property; and (iii) insurance covering the Property. In the event that Landlord makes a payment of an item attributable to Tenant's obligations under this Agreement (e.g., real estate property taxes, utilities, etc.), Tenant shall promptly, and within fourteen days-notice from Landlord, reimburse Landlord for the same.

11. **Continued Operation.** If all or a portion of the Property is taken by eminent domain or Tenant's performance under this Agreement becomes illegal as a result of zoning changes, loss of permit(s) or otherwise, Tenant may elect to terminate this Agreement. Further, if Tenant determines that its performance under the Agreement has become commercially impractical (whether due to imposition of economic or ecological controls, imposition of significant operational restrictions or otherwise) or for any other reason, Tenant may, at its option, terminate the Agreement, at any time by providing Landlord with 30 days written notice of said termination, and be released from any further liabilities or obligations hereunder.

12. **Reclamation.** Following the expiration of this Agreement, Tenant shall perform the reclamation required under applicable State of Colorado law. Tenant shall have a period of Three (3) years from and after termination or expiration of this Agreement to complete any and all reclamation requirements as may be required pursuant to the laws of the state of Colorado or may be reasonably necessary or convenient in Tenant's reasonable discretion. Landlord shall permit Tenant access to the Premises to allow Tenant to perform such reclamation activities.

13. **Warranties.** Landlord makes the following warranties:

- (a) that during the Term of this Agreement and any renewal thereof, that it owns the Property in fee, has full authority to enter into this Agreement and that it will not lease the Property or any portion thereof to any other person or entity;
- (b) the terms and conditions of this Agreement shall remain effective until expiration of the Term and any renewal thereof if the Property is hereafter sold to a third party;
- (c) the Property has perpetual direct access rights to public roadways. All easements, cross easements, licenses, air rights, and rights-of-way, or other similar property interests (collectively, "***Easements***") necessary for the full utilization of the Property in their current uses and purposes have been obtained and are in full force and effect without default thereunder. No present default or breach exists regarding the Easements, and no condition or circumstance exists which, with the passage of time or the giving of notice, or both, would constitute or result in a default or breach;

14. **Heirs and Assigns.** This Agreement shall inure to the benefit of the heirs, successors and assigns of either party.

15. **Applicable Law.** This Agreement is to be construed and enforced in accordance with the laws of the State of Colorado.

16. **Mechanic's Liens.** Neither the Tenant nor anyone claiming by, through, or under the Tenant, shall have the right to file or place any mechanic's liens or other lien of any kind or character whatsoever, upon the Property or upon any building or improvement thereon, or upon the leasehold interest of the Tenant, and notice is hereby given that no contractor, sub-contractor, or anyone else who may furnish any material, service or labor for any building, improvements, alteration, repairs or any part thereof, shall at any time be or become entitled to any lien on the Property.

17. **Waiver.** The failure of either party to insist, in any one or more instances, upon a strict performance of any of the terms and conditions of this Agreement, or to exercise or fail to exercise any option or right contained herein, shall not be construed as a waiver or a relinquishment for the future of such right or option, but the same shall continue and remain in full force and effect. The continued performance by either party of this Agreement with

knowledge of the breach of any term or condition hereof shall not be deemed a waiver of such breach, and no waiver by either party of any provision hereof, shall be deemed to have been made, or operate as estoppel, unless expressed in writing and signed by such party.

18. **Severability.** Any provision of this Agreement that is found by an arbitrator or other adjudicator of competent jurisdiction to be invalid, void, or otherwise unenforceable shall in no way affect, impair, or invalidate any other provision hereof, and the remaining provisions hereof shall nevertheless remain in full force and effect. To the extent that any such provision is so found to be invalid, void, or otherwise unenforceable as written, the parties authorize the adjudicator to revise it retroactive to the effective date so that it is enforceable to the greatest extent allowed by applicable law. In the event that the adjudicator declines to exercise such authority, the parties agree to make such revision.

19. **Binding Effect; Assignment.** This Agreement shall be binding upon the parties hereto and their respective successors and permitted assigns. No other person or entity shall acquire or have any right under, or by virtue of, this Agreement. Landlord shall not assign or transfer any right or delegate any obligation hereunder to a third party other than as set forth below without the prior written consent of the Tenant which will not be unreasonably withheld, conditioned or delayed. Tenant may assign its interest in this Agreement to an affiliate of Tenant without the consent, but with notice, to the Landlord. Landlord may assign or transfer its rights hereunder to any affiliate. Tenant may also sublet the Property without the consent of Landlord. Any purported assignment or transfer in violation of this section shall be null and void.

20. **Notices.** Any notice or other communication provided for hereunder will be in writing and may be (i) served by personal delivery, (ii) made by facsimile transmission, email, or (iii) sent by overnight courier service (with all fees prepaid) to the receiving parties as set forth in the first paragraph, or to any other address which either party may hereafter designate for itself in writing.

21. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

22. **Hazardous Substances.** Tenant shall keep the Property free and clear of any hazardous substances as that term is defined under the Resource Conservation and Recovery Act (RCRA), 42 U.S.C. 6901. Tenant shall not cause or permit a release of hazardous substances on, from, into, upon, under, or around the Property in violation of any laws.

23. **MANDATORY BINDING ARBITRATION. ANY DISPUTE ARISING UNDER THIS AGREEMENT SHALL BE SUBMITTED TO AND RESOLVED BY BINDING ARBITRATION IN MESA COUNTY, COLORADO. THE AMERICAN ARBITRATION ASSOCIATION ("AAA") SHALL CONDUCT THE ARBITRATION UNLESS THE PARTIES MUTUALLY AGREE TO USE AN ALTERNATIVE ARBITRATION SERVICE. THE COSTS OF THE ARBITRATION, INCLUDING**



**REASONABLE ATTORNEY FEES AND EXPENSES, SHALL BE BORNE EQUALLY BY THE PARTIES.**

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first herein set forth.

**TENANT:**

**OLDCASTLE SW GROUP, INC.,** a  
Colorado corporation

By: \_\_\_\_\_

Print Name:

Title:

**LANDLORD:**

**PREFERRED MATERIALS, INC.,** a  
Georgia corporation

By: **Terrance Turner** Digitally signed by Terrance  
Turner  
Date: 2024.09.05 15:06:41 -04'00'

Print Name: **Terrance Turner**

Title: **CFO**




**REASONABLE ATTORNEY FEES AND EXPENSES, SHALL BE BORNE EQUALLY BY THE PARTIES.**

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first herein set forth.

**TENANT:**

**OLDCASTLE SW GROUP, INC.,** a  
Colorado corporation

By:   
Print Name: Kyle Alpha  
Title: V.P./GM

**LANDLORD:**

**PREFERRED MATERIALS, INC.,** a  
Georgia corporation

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

FLORENCE SOUTH PIT

**EXHIBIT A**

The Land referred to herein below is situated in the County of Fremont, State of Colorado, and is described as follows:

SW1/4NW1/4 of Section 17, Township 19 South, Range 69 West of the 6th P.M., County of Fremont, State of Colorado;

Except those parcels described in the following books and pages:

Book 16, Page 381

Book 20, Page 248

Also except 60 foot road right of way granted to the county of Fremont as reserved in Book 171, page 353, and Book 171, page 284

**Florence South Pit (aka Godall)**

<b>Structure</b>	<b>Structure Owner</b>	<b>Distance (ft)</b>
Railroad	BNSF Railway Co.	22
County Road 79	Fremont County	25
Outbuildings/Misc. Structures	NJR Family Trust	110

All structure distances measure from the permit boundary. The following slope stability exhibit shows that the setbacks are sufficient to ensure there is no slope stability risk to structures.

## RULE 6.5: GEOTECHNICAL STABILITY EXHIBIT

There are no known geologic hazards on the proposed site. Based on a slope stability analysis, buildings or other structures within 200' of the Florence South Pit affected area will not be affected by mining excavation. The mine plan specifies a minimum buffer of 50-ft to the closest structure of County Road 79. A standard slope was analyzed for stability.

The material properties are derived from *Table 2.5* in the *SME Mining Reference Handbook*<sup>1</sup>, as there is no site-specific strength data of the material available. Therefore, all materials are matched to a classification from this table that best matches the materials in terms of description. The native alluvial material is best classified as sand and gravel with a mixed grain size. A layer of soil and sand lies atop the sand and gravel deposit. This material is best described as loose sand, mixed grain size. A summary of the material properties can be seen in Table GS-1.

**Table GS-1. Material Properties**

Material	Unit Weight (lbs/ft)	Cohesion	Friction Angle
Sand and gravel, mixed grain size	110	0	45
Loose sand, mixed grain size	99	0	34

The final reclamation (3H:1V) slope was analyzed. The final reclaimed slope crest will be the closest excavation comes to any structures.

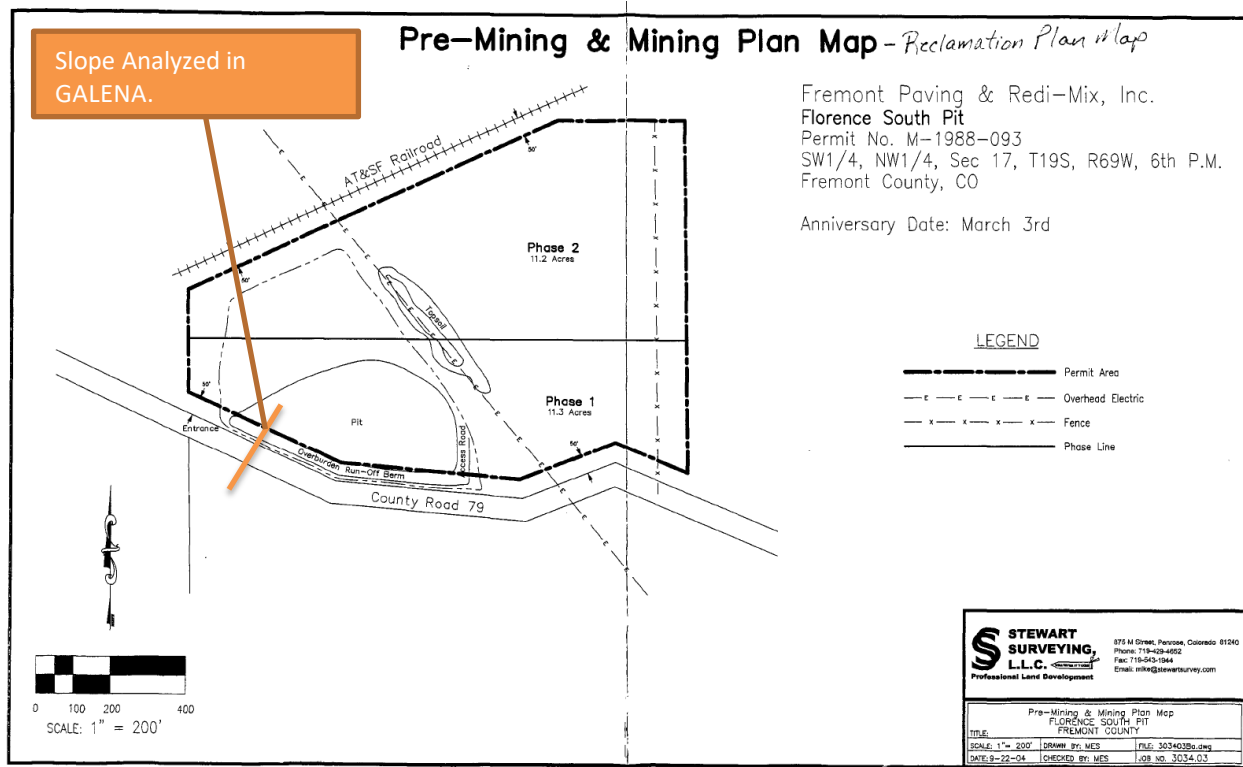
### 1. Reclamation Slopes

Factor of Safety (FOS) is expressed in terms of strength divided by stress as a ratio. It is arrived at by an iterative computer process where a slope failure is assumed, the strength and stress of that slope failure are calculated, and those values are compared to determine a lowest factor of safety. In the case of the Florence South Pit slope stability analysis, the Bishop's Method of Slices was the iterative calculation used, and the software GALENA was used to model slopes and calculate the factor of safety. One slope (see Figure GS-1) was analyzed to look at the factor of safety. Table GS-2 lists the analysis conducted and their respective factors of safety.

GALENA data tables and analysis result figures are attached as Appendix GS-1.

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<sup>1</sup> Original source: Hoek and Bray 1977



**Figure GS-1. Locations of Slope Stability Analysis from Map F-1**

**Table GS-2. Factors of Safety for Slope Stability**

Slope Condition	Lowest Factor of Safety (static)	Lowest Factor of Safety (seismic)	Nearest Structure
Final Reclamation	3.02	2.57	Power poles

## 2. Conclusion

The Final Reclamation slope has a minimum factor of safety of greater than 1.5 for static conditions. This Factor of Safety is greater than the CDRMS minimum for critical structure of 1.5. The seismic condition analysis is similarly above the CDRMS minimums for critical structures of 1.3.

The slope stability analysis in this permit has been prepared according to appropriate engineering standards and practices.



Ben Langenfeld, P.E.

P.E.# 0047151

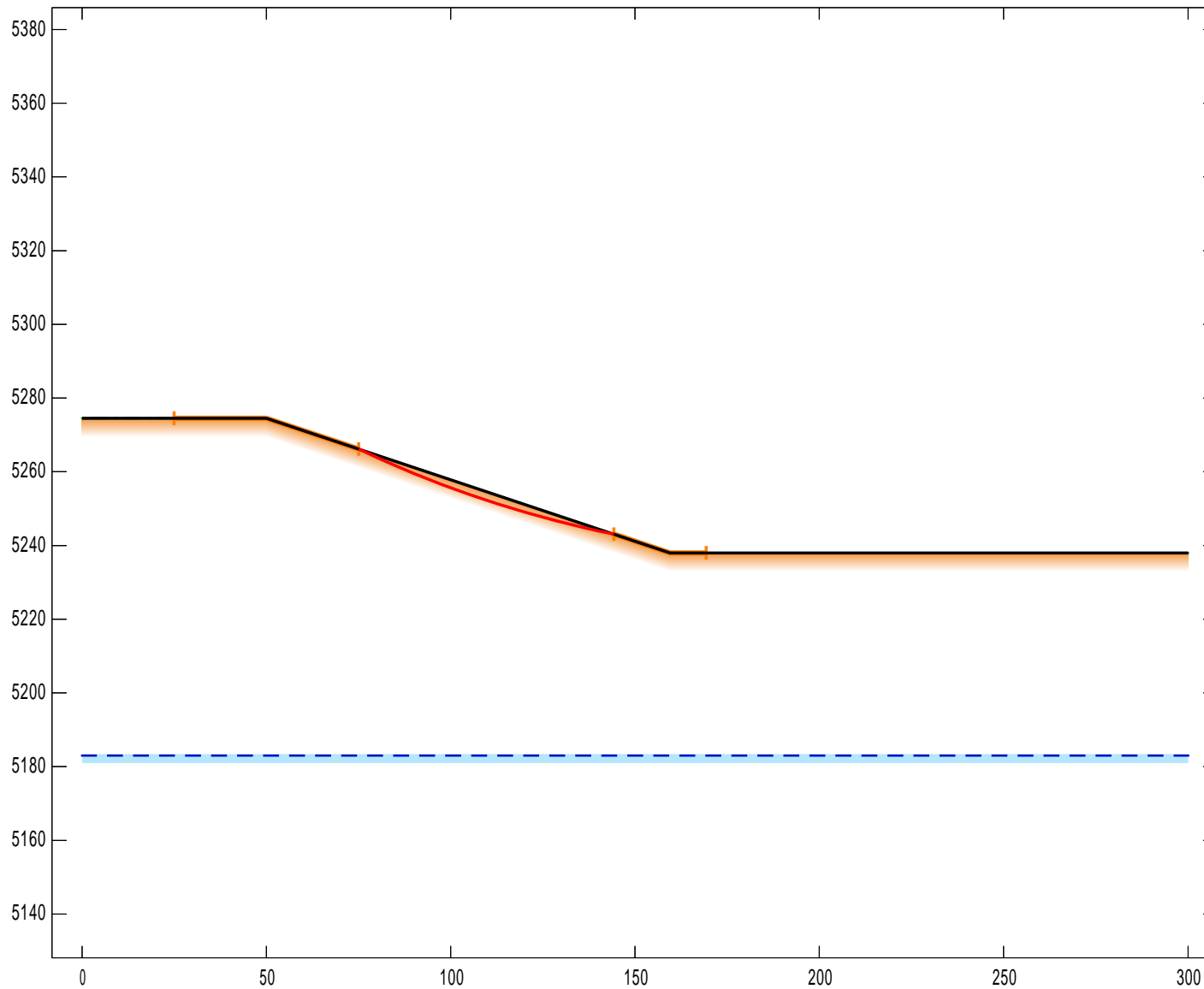
## APPENDIX GS-1

## GALENA INFORMATION



### Material Keys

1: Sand and gravel, mixed grain size



### Analysis 1

Multiple Stability Analysis

Method: Bishop Simplified

Surface: Circular

### Results

Critical Factor of Safety: 3.02

Edited: 10 Jan 2025  
Processed: 10 Jan 2025



**GALENA** Version 7.1

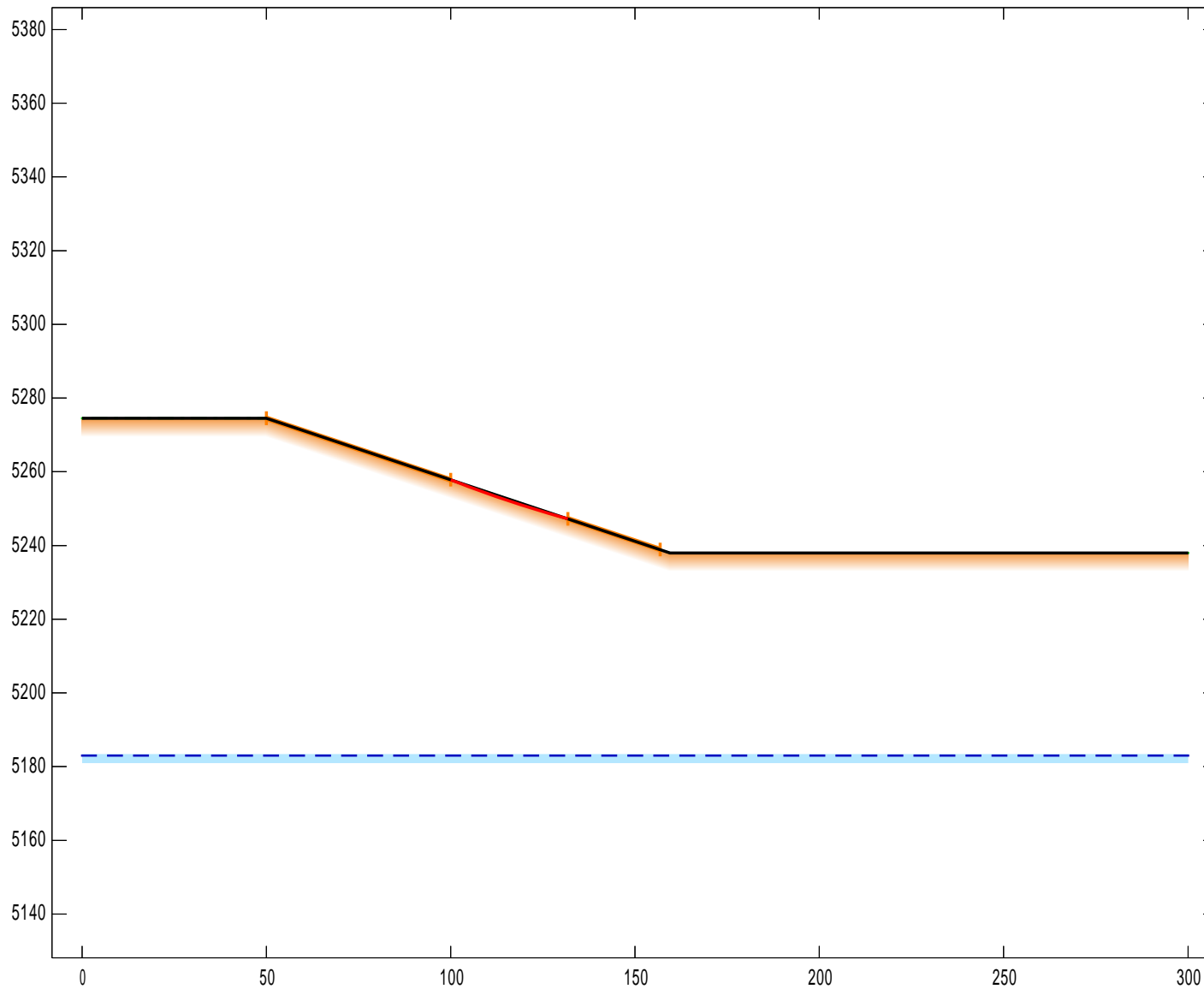
Licensed to: Greg Lewicki and Associates

Project Florence South Pit  
Reclaimed Condition

File: E:\Work\GLA Dropbox\Ben Langenfeld\United Companies\Florence South\Slope Stability\Florence South Pit Slope Stability.gmf

### Material Keys

1: Sand and gravel, mixed grain size



### Analysis 2

Multiple Stability Analysis

Method: Bishop Simplified

Surface: Circular (Critical Seed)

### Results

Critical Factor of Safety: 3.00

**GALENA** Version 7.1

Licensed to: Greg Lewicki and Associates

Project Florence South Pit  
Reclaimed Condition

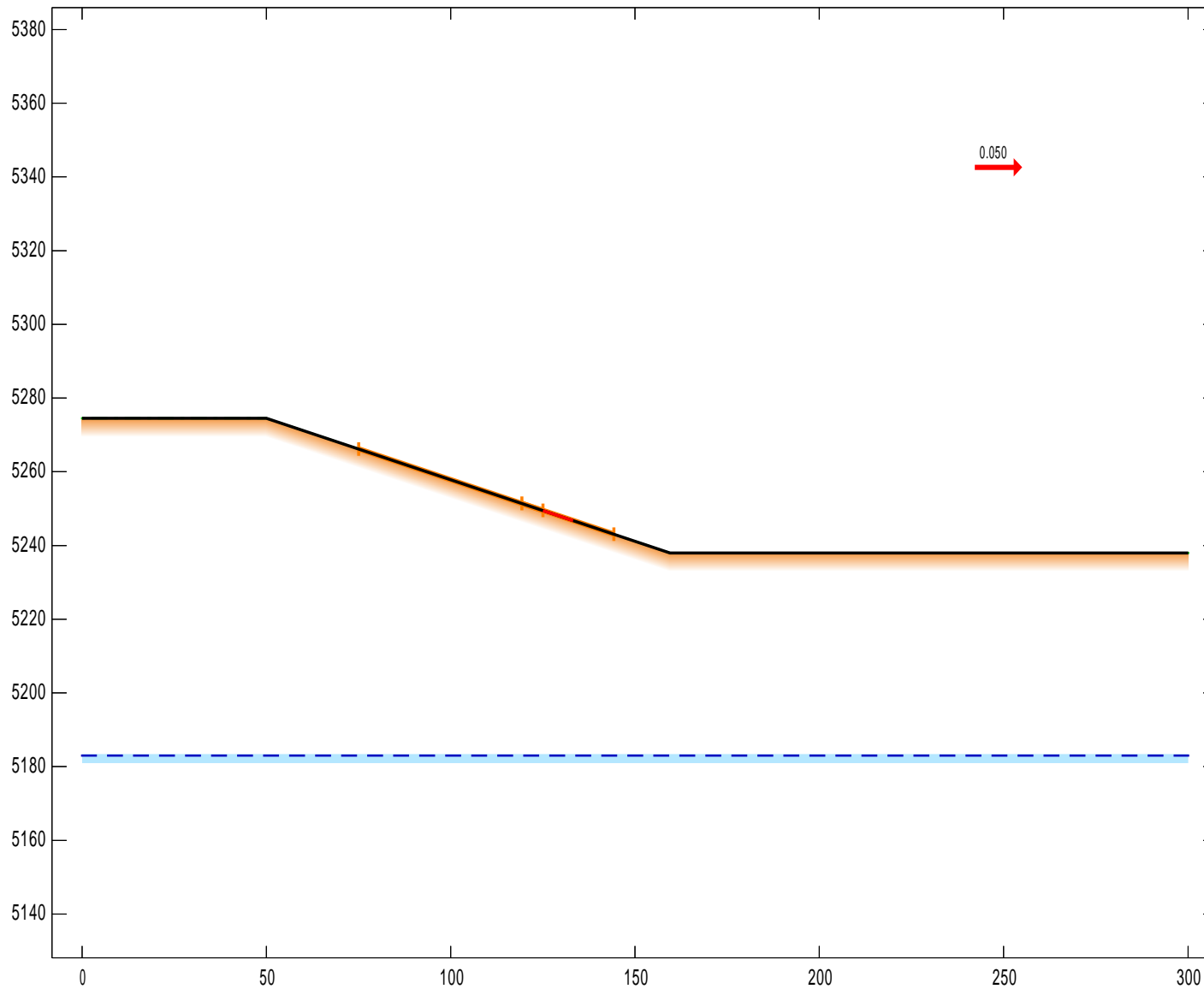
File: E:\Work\GLA Dropbox\Ben Langenfeld\United Companies\Florence South\Slope Stability\Florence South Pit Slope Stability.gmf

Edited: 10 Jan 2025  
Processed: 10 Jan 2025



### Material Keys

1: Sand and gravel, mixed grain size



**GALENA** Version 7.1

Licensed to: Greg Lewicki and Associates

### Analysis 3

Multiple Stability Analysis

Method: Bishop Simplified

Surface: Circular (Critical Seed)

### Results

Critical Factor of Safety: 2.57

Edited: 10 Jan 2025  
Processed: 10 Jan 2025



**Project** Florence South Pit  
Reclaimed Condition

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Project: Florence South Pit

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DATA: Analysis 1 - Reclaimed Condition

Material Properties (4 materials)

-----  
Material: 1 (Mohr-Coulomb Isotropic) - Sand and gravel, mixed grain size

Cohesion Phi UnitWeight Ru

0.00 45.0 110.00 Auto

Material: 2 (Mohr-Coulomb Isotropic) - OB - loose sand, mixed grain size

Cohesion Phi UnitWeight Ru

0.00 34.0 99.00 Auto

Material: 3 (Mohr-Coulomb Isotropic) - Bedrock - claystone

Cohesion Phi UnitWeight Ru

20000.00 25.0 110.00 Auto

Material: 4 (Mohr-Coulomb Isotropic) - Slurry Wall

Cohesion Phi UnitWeight Ru

Unsaturated: 0.00 0.0 112.00 Auto

Saturated: 0.00 0.0 115.00 Auto

Water Properties

-----  
Unit weight of water: 62.400 Unit weight of water/medium above ground: 0.000

Material Profiles (1 profile)

-----  
Profile: 1 (2 points) Material beneath: 1 - Sand and gravel, mixed grain size

0.00 5276.00 300.00 5276.00

Slope Surface (4 points)

-----  
0.00 5274.50 50.00 5274.50 159.50 5238.00 300.00 5238.00

Phreatic Surface (2 points)

-----  
0.00 5183.00 300.00 5183.00

Piezometric Surfaces (1 surface)

-----  
Failure Surface

-----  
Initial circular surface for critical search defined by: XL,XR,R

Intersects: XL: 50.00 YL: 5274.50 XR: 156.80 YR: 5238.90  
 Centre: XC: 196.58 YC: 5536.25 Radius: R: 300.00

#### Variable Restraints

-----  
 Parameter descriptor: XL XR R  
 Range of variation: 50.00 25.00 10.00  
 Trial positions within range: 10 10 10

#### RESULTS: Analysis 1 - Reclaimed Condition

##### Bishop Simplified Method of Analysis - Circular Failure Surface

##### ----- Critical Failure Surface Search using Multiple Circle Generation Techniques

Factor of Safety for initial failure surface approximation: 3.048

There were: 601 successful analyses from a total of 1001 trial surfaces  
 400 analyses terminated due to unacceptable geometry

Critical (minimum) Factor of Safety: 3.02

#### Results Summary - Lowest 99 Factor of Safety circles

-----  

Circle	X-Left	Y-Left	X-Right	Y-Right	X-Centre	Y-Centre	Radius	FoS	
1	75.00	5266.17	144.30	5243.07	205.40	5541.88	305.00	3.019	<-- Critical Surface
2	75.00	5266.17	144.30	5243.07	205.05	5540.82	303.89	3.019	
3	75.00	5266.17	144.30	5243.07	204.70	5539.76	302.78	3.020	
4	75.00	5266.17	144.30	5243.07	204.34	5538.70	301.67	3.020	
5	75.00	5266.17	144.30	5243.07	203.99	5537.64	300.56	3.020	
6	75.00	5266.17	144.30	5243.07	203.63	5536.57	299.44	3.020	
7	75.00	5266.17	144.30	5243.07	203.28	5535.51	298.33	3.020	
8	75.00	5266.17	144.30	5243.07	202.93	5534.45	297.22	3.020	
9	75.00	5266.17	144.30	5243.07	202.57	5533.39	296.11	3.020	
10	75.00	5266.17	144.30	5243.07	202.22	5532.33	295.00	3.021	
11	75.00	5266.17	147.08	5242.14	206.74	5541.25	305.00	3.021	
12	75.00	5266.17	147.08	5242.14	206.38	5540.19	303.89	3.021	
13	75.00	5266.17	147.08	5242.14	206.03	5539.12	302.78	3.021	
14	75.00	5266.17	147.08	5242.14	205.67	5538.06	301.67	3.021	
15	75.00	5266.17	147.08	5242.14	205.32	5537.00	300.56	3.021	
16	75.00	5266.17	147.08	5242.14	204.97	5535.94	299.44	3.022	
17	75.00	5266.17	147.08	5242.14	204.61	5534.87	298.33	3.022	
18	75.00	5266.17	147.08	5242.14	204.26	5533.81	297.22	3.022	
19	75.00	5266.17	147.08	5242.14	203.90	5532.75	296.11	3.022	
20	75.00	5266.17	147.08	5242.14	203.55	5531.69	295.00	3.022	
21	69.44	5268.02	144.30	5243.07	202.51	5542.46	305.00	3.023	
22	75.00	5266.17	149.86	5241.21	208.07	5540.61	305.00	3.023	
23	75.00	5266.17	149.86	5241.21	207.71	5539.55	303.89	3.023	
24	69.44	5268.02	144.30	5243.07	202.16	5541.40	303.89	3.023	
25	75.00	5266.17	149.86	5241.21	207.36	5538.48	302.78	3.023	

26	69.44	5268.02	144.30	5243.07	201.80	5540.33	302.78	3.023
27	69.44	5268.02	144.30	5243.07	201.45	5539.27	301.67	3.023
28	75.00	5266.17	149.86	5241.21	207.00	5537.42	301.67	3.023
29	75.00	5266.17	149.86	5241.21	206.65	5536.36	300.56	3.023
30	69.44	5268.02	144.30	5243.07	201.09	5538.21	300.56	3.023
31	69.44	5268.02	144.30	5243.07	200.74	5537.14	299.44	3.023
32	75.00	5266.17	149.86	5241.21	206.29	5535.29	299.44	3.023
33	75.00	5266.17	149.86	5241.21	205.94	5534.23	298.33	3.024
34	69.44	5268.02	144.30	5243.07	200.38	5536.08	298.33	3.024
35	69.44	5268.02	144.30	5243.07	200.03	5535.02	297.22	3.024
36	75.00	5266.17	149.86	5241.21	205.59	5533.17	297.22	3.024
37	69.44	5268.02	144.30	5243.07	199.68	5533.95	296.11	3.024
38	75.00	5266.17	149.86	5241.21	205.23	5532.10	296.11	3.024
39	75.00	5266.17	149.86	5241.21	204.88	5531.04	295.00	3.024
40	69.44	5268.02	144.30	5243.07	199.32	5532.89	295.00	3.024
41	69.44	5268.02	147.08	5242.14	203.84	5541.81	305.00	3.024
42	75.00	5266.17	152.63	5240.29	209.39	5539.96	305.00	3.024
43	75.00	5266.17	152.63	5240.29	209.04	5538.90	303.89	3.024
44	69.44	5268.02	147.08	5242.14	203.48	5540.75	303.89	3.024
45	75.00	5266.17	152.63	5240.29	208.68	5537.83	302.78	3.025
46	69.44	5268.02	147.08	5242.14	203.13	5539.68	302.78	3.025
47	69.44	5268.02	147.08	5242.14	202.78	5538.62	301.67	3.025
48	75.00	5266.17	152.63	5240.29	208.33	5536.77	301.67	3.025
49	75.00	5266.17	152.63	5240.29	207.97	5535.71	300.56	3.025
50	69.44	5268.02	147.08	5242.14	202.42	5537.56	300.56	3.025
51	69.44	5268.02	147.08	5242.14	202.07	5536.49	299.44	3.025
52	75.00	5266.17	152.63	5240.29	207.62	5534.64	299.44	3.025
53	69.44	5268.02	147.08	5242.14	201.71	5535.43	298.33	3.025
54	75.00	5266.17	152.63	5240.29	207.27	5533.58	298.33	3.025
55	69.44	5268.02	147.08	5242.14	201.36	5534.36	297.22	3.026
56	75.00	5266.17	152.63	5240.29	206.91	5532.51	297.22	3.026
57	69.44	5268.02	147.08	5242.14	201.00	5533.30	296.11	3.026
58	75.00	5266.17	152.63	5240.29	206.56	5531.45	296.11	3.026
59	69.44	5268.02	147.08	5242.14	200.65	5532.24	295.00	3.026
60	75.00	5266.17	152.63	5240.29	206.20	5530.38	295.00	3.026
61	75.00	5266.17	155.41	5239.36	210.72	5539.31	305.00	3.026
62	63.89	5269.87	144.30	5243.07	199.61	5543.01	305.00	3.026
63	69.44	5268.02	149.86	5241.21	205.16	5541.16	305.00	3.026
64	63.89	5269.87	144.30	5243.07	199.25	5541.95	303.89	3.026
65	75.00	5266.17	155.41	5239.36	210.36	5538.24	303.89	3.026
66	69.44	5268.02	149.86	5241.21	204.81	5540.09	303.89	3.026
67	69.44	5268.02	149.86	5241.21	204.45	5539.03	302.78	3.026
68	63.89	5269.87	144.30	5243.07	198.90	5540.88	302.78	3.026
69	75.00	5266.17	155.41	5239.36	210.01	5537.18	302.78	3.026
70	69.44	5268.02	149.86	5241.21	204.10	5537.96	301.67	3.027
71	75.00	5266.17	155.41	5239.36	209.65	5536.11	301.67	3.027
72	63.89	5269.87	144.30	5243.07	198.54	5539.82	301.67	3.027
73	63.89	5269.87	144.30	5243.07	198.19	5538.75	300.56	3.027
74	75.00	5266.17	155.41	5239.36	209.30	5535.05	300.56	3.027
75	69.44	5268.02	149.86	5241.21	203.74	5536.90	300.56	3.027
76	75.00	5266.17	155.41	5239.36	208.95	5533.98	299.44	3.027
77	63.89	5269.87	144.30	5243.07	197.83	5537.69	299.44	3.027
78	69.44	5268.02	149.86	5241.21	203.39	5535.83	299.44	3.027

79	75.00	5266.17	155.41	5239.36	208.59	5532.92	298.33	3.027
80	69.44	5268.02	149.86	5241.21	203.03	5534.77	298.33	3.027
81	63.89	5269.87	144.30	5243.07	197.48	5536.62	298.33	3.027
82	69.44	5268.02	149.86	5241.21	202.68	5533.71	297.22	3.027
83	63.89	5269.87	144.30	5243.07	197.12	5535.56	297.22	3.027
84	75.00	5266.17	155.41	5239.36	208.24	5531.85	297.22	3.027
85	69.44	5268.02	149.86	5241.21	202.32	5532.64	296.11	3.028
86	75.00	5266.17	155.41	5239.36	207.88	5530.79	296.11	3.028
87	63.89	5269.87	144.30	5243.07	196.77	5534.49	296.11	3.028
88	69.44	5268.02	149.86	5241.21	201.97	5531.58	295.00	3.028
89	63.89	5269.87	144.30	5243.07	196.41	5533.43	295.00	3.028
90	75.00	5266.17	155.41	5239.36	207.53	5529.72	295.00	3.028
91	63.89	5269.87	147.08	5242.14	200.93	5542.35	305.00	3.028
92	69.44	5268.02	152.63	5240.29	206.49	5540.50	305.00	3.028
93	75.00	5266.17	158.19	5238.44	212.04	5538.65	305.00	3.028
94	69.44	5268.02	152.63	5240.29	206.13	5539.43	303.89	3.028
95	75.00	5266.17	158.19	5238.44	211.69	5537.58	303.89	3.028
96	63.89	5269.87	147.08	5242.14	200.58	5541.28	303.89	3.028
97	75.00	5266.17	158.19	5238.44	211.33	5536.51	302.78	3.028
98	63.89	5269.87	147.08	5242.14	200.22	5540.22	302.78	3.028
99	69.44	5268.02	152.63	5240.29	205.78	5538.37	302.78	3.028

#### Critical Failure Surface (circle 1)

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Intersects: XL: 75.00 YL: 5266.17 XR: 144.30 YR: 5243.07

Centre: XC: 205.40 YC: 5541.88 Radius: R: 305.00

Generated failure surface: (20 points)

75.00	5266.17	78.49	5264.54	82.01	5262.96	85.54	5261.42	89.10	5259.93
92.67	5258.48	96.26	5257.08	99.87	5255.73	103.49	5254.41	107.13	5253.15
110.79	5251.93	114.46	5250.76	118.14	5249.63	121.84	5248.55	125.56	5247.52
129.28	5246.54	133.02	5245.60	136.77	5244.71	140.53	5243.86	144.30	5243.07

#### Slice Geometry and Properties - Critical Failure Surface (circle 1, 38 slices)

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Slice	X-S -----				Base -----				PoreWater		Normal Test	
	X-Left	Area	Angle	Width	Length	Matl	Cohesion	Phi	Weight	Force	Stress	Factor
1	75.00	0.20	25.0	1.75	1.93	1	0.00	45.0	22.24	0.00	11.03	0.96
2	76.75	0.60	25.0	1.75	1.93	1	0.00	45.0	66.44	0.00	32.95	0.96
3	78.49	0.99	24.2	1.76	1.93	1	0.00	45.0	108.92	0.00	53.94	0.95
4	80.25	1.35	24.2	1.76	1.93	1	0.00	45.0	148.56	0.00	73.58	0.95
5	82.01	1.70	23.5	1.77	1.93	1	0.00	45.0	186.79	0.00	92.39	0.95
6	83.78	2.01	23.5	1.77	1.93	1	0.00	45.0	221.62	0.00	109.62	0.95
7	85.54	2.32	22.8	1.78	1.93	1	0.00	45.0	255.45	0.00	126.23	0.95
8	87.32	2.60	22.8	1.78	1.93	1	0.00	45.0	285.51	0.00	141.08	0.95
9	89.10	2.86	22.1	1.79	1.93	1	0.00	45.0	314.74	0.00	155.37	0.95
10	90.88	3.09	22.1	1.79	1.93	1	0.00	45.0	339.87	0.00	167.78	0.95
11	92.67	3.31	21.3	1.79	1.93	1	0.00	45.0	364.32	0.00	179.74	0.95
12	94.46	3.50	21.3	1.79	1.93	1	0.00	45.0	384.67	0.00	189.77	0.95
13	96.26	3.68	20.6	1.80	1.93	1	0.00	45.0	404.26	0.00	199.31	0.95
14	98.06	3.81	20.6	1.80	1.93	1	0.00	45.0	419.57	0.00	206.86	0.95
15	99.87	3.95	19.9	1.81	1.93	1	0.00	45.0	434.28	0.00	214.01	0.95
16	101.68	4.04	19.9	1.81	1.93	1	0.00	45.0	444.59	0.00	219.11	0.95
17	103.49	4.13	19.2	1.82	1.93	1	0.00	45.0	454.31	0.00	223.84	0.95



18	105.31	4.18	19.2	1.82	1.93	1	0.00	45.0	459.40	0.00	226.34	0.95
19	107.13	4.22	18.4	1.83	1.93	1	0.00	45.0	463.93	0.00	228.55	0.95
20	108.96	4.22	18.4	1.83	1.93	1	0.00	45.0	463.93	0.00	228.55	0.95
21	110.79	4.21	17.7	1.84	1.93	1	0.00	45.0	463.28	0.00	228.26	0.95
22	112.62	4.17	17.7	1.84	1.93	1	0.00	45.0	458.16	0.00	225.71	0.95
23	114.46	4.11	17.0	1.84	1.93	1	0.00	45.0	452.15	0.00	222.81	0.95
24	116.30	4.02	17.0	1.84	1.93	1	0.00	45.0	441.66	0.00	217.64	0.95
25	118.14	3.91	16.3	1.85	1.93	1	0.00	45.0	430.41	0.00	212.18	0.95
26	119.99	3.77	16.3	1.85	1.93	1	0.00	45.0	414.61	0.00	204.39	0.95
27	121.84	3.62	15.5	1.86	1.93	1	0.00	45.0	397.86	0.00	196.24	0.95
28	123.70	3.42	15.5	1.86	1.93	1	0.00	45.0	376.72	0.00	185.81	0.95
29	125.56	3.22	14.8	1.86	1.93	1	0.00	45.0	354.42	0.00	174.92	0.95
30	127.42	2.98	14.8	1.86	1.93	1	0.00	45.0	328.20	0.00	161.98	0.95
31	129.28	2.73	14.1	1.87	1.93	1	0.00	45.0	300.15	0.00	148.27	0.95
32	131.15	2.44	14.1	1.87	1.93	1	0.00	45.0	268.53	0.00	132.65	0.95
33	133.02	2.14	13.4	1.87	1.93	1	0.00	45.0	235.02	0.00	116.21	0.95
34	134.89	1.80	13.4	1.87	1.93	1	0.00	45.0	198.16	0.00	97.99	0.95
35	136.77	1.45	12.6	1.88	1.93	1	0.00	45.0	158.96	0.00	78.69	0.95
36	138.65	1.06	12.6	1.88	1.93	1	0.00	45.0	116.44	0.00	57.65	0.95
37	140.53	0.65	11.9	1.89	1.93	1	0.00	45.0	71.59	0.00	35.49	0.96
38	142.41	0.22	11.9	1.89	1.93	1	0.00	45.0	23.90	0.00	11.85	0.96

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X-S Area: 106.67 Path Length: 73.22 X-S Weight: 11733.61

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DATA: Analysis 2 - Reclaimed Condition

Material Properties (4 materials)

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Material: 1 (Mohr-Coulomb Isotropic) - Sand and gravel, mixed grain size

Cohesion Phi UnitWeight Ru

0.00 45.0 110.00 Auto

Material: 2 (Mohr-Coulomb Isotropic) - OB - loose sand, mixed grain size

Cohesion Phi UnitWeight Ru

0.00 34.0 99.00 Auto

Material: 3 (Mohr-Coulomb Isotropic) - Bedrock - claystone

Cohesion Phi UnitWeight Ru

20000.00 25.0 110.00 Auto

Material: 4 (Mohr-Coulomb Isotropic) - Slurry Wall

Cohesion Phi UnitWeight Ru

Unsaturated: 0.00 0.0 112.00 Auto

Saturated: 0.00 0.0 115.00 Auto

Water Properties

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Unit weight of water: 62.400 Unit weight of water/medium above ground: 0.000

Material Profiles (1 profile)

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Profile: 1 (2 points) Material beneath: 1 - Sand and gravel, mixed grain size

0.00 5276.00 300.00 5276.00

Slope Surface (4 points)

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0.00 5274.50 50.00 5274.50 159.50 5238.00 300.00 5238.00

Phreatic Surface (2 points)

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0.00 5183.00 300.00 5183.00

Piezometric Surfaces (1 surface)

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Failure Surface (Critical, from previous analysis)

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Initial circular surface for critical search defined by: XL,XR,R

Intersects: XL: 75.00 YL: 5266.17 XR: 144.30 YR: 5243.07

Centre: XC: 205.40 YC: 5541.88 Radius: R: 305.00

Variable Restraints

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Parameter descriptor: XL XR R  
Range of variation: 50.00 25.00 10.00  
Trial positions within range: 10 10 10

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RESULTS: Analysis 2 - Reclaimed Condition

Bishop Simplified Method of Analysis - Circular Failure Surface

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Critical Failure Surface Search using Multiple Circle Generation Techniques

Factor of Safety for initial failure surface approximation: 3.019

There were: 1001 successful analyses from a total of 1001 trial surfaces

Critical (minimum) Factor of Safety: 3.00

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Results Summary - Lowest 99 Factor of Safety circles

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Circle	X-Left	Y-Left	X-Right	Y-Right	X-Centre	Y-Centre	Radius	FoS	
1	100.00	5257.83	131.80	5247.23	213.79	5546.19	310.00	3.004	<-- Critical Surface
2	100.00	5257.83	131.80	5247.23	213.44	5545.14	308.89	3.004	
3	100.00	5257.83	131.80	5247.23	212.38	5541.97	305.56	3.004	
4	100.00	5257.83	131.80	5247.23	212.73	5543.03	306.67	3.004	
5	100.00	5257.83	131.80	5247.23	213.08	5544.08	307.78	3.004	
6	100.00	5257.83	131.80	5247.23	211.68	5539.86	303.33	3.004	
7	100.00	5257.83	131.80	5247.23	212.03	5540.92	304.44	3.004	
8	100.00	5257.83	131.80	5247.23	211.32	5538.81	302.22	3.004	
9	100.00	5257.83	131.80	5247.23	210.62	5536.69	300.00	3.004	
10	100.00	5257.83	131.80	5247.23	210.97	5537.75	301.11	3.004	

11	100.00	5257.83	134.58	5246.31	214.80	5544.60	308.89	3.005
12	100.00	5257.83	134.58	5246.31	215.15	5545.65	310.00	3.005
13	100.00	5257.83	134.58	5246.31	214.45	5543.54	307.78	3.005
14	100.00	5257.83	134.58	5246.31	214.09	5542.49	306.67	3.005
15	100.00	5257.83	134.58	5246.31	213.39	5540.37	304.44	3.005
16	100.00	5257.83	134.58	5246.31	213.74	5541.43	305.56	3.005
17	100.00	5257.83	134.58	5246.31	213.04	5539.32	303.33	3.005
18	100.00	5257.83	134.58	5246.31	212.69	5538.26	302.22	3.005
19	100.00	5257.83	134.58	5246.31	212.33	5537.21	301.11	3.005
20	100.00	5257.83	134.58	5246.31	211.98	5536.15	300.00	3.005
21	100.00	5257.83	137.36	5245.38	216.51	5545.10	310.00	3.005
22	94.44	5259.69	131.80	5247.23	210.95	5546.96	310.00	3.005
23	100.00	5257.83	137.36	5245.38	215.81	5542.99	307.78	3.005
24	94.44	5259.69	131.80	5247.23	210.60	5545.90	308.89	3.005
25	100.00	5257.83	137.36	5245.38	215.46	5541.94	306.67	3.005
26	100.00	5257.83	137.36	5245.38	216.16	5544.05	308.89	3.005
27	94.44	5259.69	131.80	5247.23	209.90	5543.79	306.67	3.005
28	94.44	5259.69	131.80	5247.23	210.25	5544.85	307.78	3.005
29	100.00	5257.83	137.36	5245.38	215.10	5540.88	305.56	3.006
30	94.44	5259.69	131.80	5247.23	209.55	5542.73	305.56	3.006
31	100.00	5257.83	137.36	5245.38	214.75	5539.82	304.44	3.006
32	94.44	5259.69	131.80	5247.23	209.19	5541.68	304.44	3.006
33	94.44	5259.69	131.80	5247.23	208.84	5540.62	303.33	3.006
34	94.44	5259.69	131.80	5247.23	208.49	5539.56	302.22	3.006
35	100.00	5257.83	137.36	5245.38	214.40	5538.77	303.33	3.006
36	100.00	5257.83	137.36	5245.38	214.05	5537.71	302.22	3.006
37	94.44	5259.69	131.80	5247.23	208.14	5538.51	301.11	3.006
38	100.00	5257.83	137.36	5245.38	213.34	5535.60	300.00	3.006
39	100.00	5257.83	137.36	5245.38	213.70	5536.65	301.11	3.006
40	94.44	5259.69	131.80	5247.23	207.78	5537.45	300.00	3.006
41	100.00	5257.83	140.13	5244.46	217.87	5544.55	310.00	3.006
42	94.44	5259.69	134.58	5246.31	212.31	5546.40	310.00	3.006
43	94.44	5259.69	134.58	5246.31	211.96	5545.35	308.89	3.006
44	100.00	5257.83	140.13	5244.46	217.52	5543.49	308.89	3.006
45	100.00	5257.83	140.13	5244.46	217.17	5542.44	307.78	3.006
46	94.44	5259.69	134.58	5246.31	211.61	5544.29	307.78	3.006
47	94.44	5259.69	134.58	5246.31	211.25	5543.23	306.67	3.006
48	100.00	5257.83	140.13	5244.46	216.81	5541.38	306.67	3.006
49	94.44	5259.69	134.58	5246.31	210.90	5542.18	305.56	3.006
50	94.44	5259.69	134.58	5246.31	210.55	5541.12	304.44	3.006
51	100.00	5257.83	140.13	5244.46	216.46	5540.32	305.56	3.006
52	94.44	5259.69	134.58	5246.31	210.20	5540.06	303.33	3.006
53	100.00	5257.83	140.13	5244.46	216.11	5539.27	304.44	3.006
54	100.00	5257.83	140.13	5244.46	215.76	5538.21	303.33	3.006
55	94.44	5259.69	134.58	5246.31	209.85	5539.01	302.22	3.007
56	100.00	5257.83	140.13	5244.46	215.40	5537.15	302.22	3.007
57	94.44	5259.69	134.58	5246.31	209.49	5537.95	301.11	3.007
58	100.00	5257.83	140.13	5244.46	215.05	5536.10	301.11	3.007
59	100.00	5257.83	140.13	5244.46	214.70	5535.04	300.00	3.007
60	94.44	5259.69	134.58	5246.31	209.14	5536.89	300.00	3.007
61	94.44	5259.69	137.36	5245.38	213.67	5545.84	310.00	3.007
62	88.89	5261.54	131.80	5247.23	208.11	5547.69	310.00	3.007
63	100.00	5257.83	142.91	5243.53	219.22	5543.99	310.00	3.007

64	88.89	5261.54	131.80	5247.23	207.76	5546.64	308.89	3.007
65	100.00	5257.83	142.91	5243.53	218.87	5542.93	308.89	3.007
66	94.44	5259.69	137.36	5245.38	213.32	5544.78	308.89	3.007
67	100.00	5257.83	142.91	5243.53	218.52	5541.88	307.78	3.007
68	100.00	5257.83	142.91	5243.53	218.17	5540.82	306.67	3.007
69	88.89	5261.54	131.80	5247.23	207.41	5545.58	307.78	3.007
70	94.44	5259.69	137.36	5245.38	212.96	5543.73	307.78	3.007
71	88.89	5261.54	131.80	5247.23	207.06	5544.52	306.67	3.007
72	94.44	5259.69	137.36	5245.38	212.61	5542.67	306.67	3.007
73	88.89	5261.54	131.80	5247.23	206.70	5543.47	305.56	3.007
74	94.44	5259.69	137.36	5245.38	212.26	5541.61	305.56	3.007
75	94.44	5259.69	137.36	5245.38	211.91	5540.56	304.44	3.007
76	100.00	5257.83	142.91	5243.53	217.82	5539.76	305.56	3.007
77	88.89	5261.54	131.80	5247.23	206.35	5542.41	304.44	3.007
78	100.00	5257.83	142.91	5243.53	217.46	5538.71	304.44	3.007
79	100.00	5257.83	142.91	5243.53	217.11	5537.65	303.33	3.007
80	88.89	5261.54	131.80	5247.23	206.00	5541.35	303.33	3.007
81	94.44	5259.69	137.36	5245.38	211.56	5539.50	303.33	3.007
82	94.44	5259.69	137.36	5245.38	211.20	5538.44	302.22	3.007
83	100.00	5257.83	142.91	5243.53	216.76	5536.59	302.22	3.007
84	88.89	5261.54	131.80	5247.23	205.65	5540.29	302.22	3.007
85	100.00	5257.83	142.91	5243.53	216.41	5535.53	301.11	3.007
86	94.44	5259.69	137.36	5245.38	210.85	5537.39	301.11	3.008
87	94.44	5259.69	137.36	5245.38	210.50	5536.33	300.00	3.008
88	88.89	5261.54	131.80	5247.23	205.30	5539.24	301.11	3.008
89	100.00	5257.83	142.91	5243.53	216.05	5534.48	300.00	3.008
90	88.89	5261.54	131.80	5247.23	204.94	5538.18	300.00	3.008
91	100.00	5257.83	145.69	5242.60	220.58	5543.42	310.00	3.008
92	94.44	5259.69	140.13	5244.46	215.02	5545.27	310.00	3.008
93	88.89	5261.54	134.58	5246.31	209.47	5547.13	310.00	3.008
94	88.89	5261.54	134.58	5246.31	209.11	5546.07	308.89	3.008
95	94.44	5259.69	140.13	5244.46	214.67	5544.22	308.89	3.008
96	100.00	5257.83	145.69	5242.60	220.23	5542.36	308.89	3.008
97	94.44	5259.69	140.13	5244.46	214.32	5543.16	307.78	3.008
98	100.00	5257.83	145.69	5242.60	219.88	5541.31	307.78	3.008
99	88.89	5261.54	134.58	5246.31	208.76	5545.01	307.78	3.008

#### Critical Failure Surface (circle 1)

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Intersects: XL: 100.00 YL: 5257.83 XR: 131.80 YR: 5247.23

Centre: XC: 213.79 YC: 5546.19 Radius: R: 310.00

Generated failure surface: (20 points)

100.00	5257.83	101.64	5257.19	103.29	5256.56	104.94	5255.93	106.60	5255.32
108.25	5254.71	109.92	5254.12	111.58	5253.53	113.25	5252.95	114.92	5252.38
116.59	5251.83	118.27	5251.28	119.95	5250.74	121.64	5250.21	123.32	5249.69
125.01	5249.18	126.71	5248.68	128.40	5248.19	130.10	5247.71	131.80	5247.23

#### Slice Geometry and Properties - Critical Failure Surface (circle 1, 38 slices)

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Slice	X-S		Base				PoreWater		Normal		Test	
	X-Left	Area	Angle	Width	Length	Matl	Cohesion	Phi	Weight	Force	Stress	Factor
1	100.00	0.02	21.4	0.82	0.88	1	0.00	45.0	2.12	0.00	2.28	0.95
2	100.82	0.06	21.4	0.82	0.88	1	0.00	45.0	6.45	0.00	6.94	0.95

3	101.64	0.10	21.1	0.82	0.88	1	0.00	45.0	10.53	0.00	11.33	0.95
4	102.47	0.13	21.0	0.82	0.88	1	0.00	45.0	14.38	0.00	15.47	0.95
5	103.29	0.16	20.7	0.83	0.88	1	0.00	45.0	18.00	0.00	19.37	0.95
6	104.12	0.19	20.7	0.83	0.88	1	0.00	45.0	21.37	0.00	23.00	0.95
7	104.94	0.22	20.4	0.83	0.88	1	0.00	45.0	24.57	0.00	26.43	0.95
8	105.77	0.25	20.4	0.83	0.88	1	0.00	45.0	27.46	0.00	29.54	0.95
9	106.60	0.27	20.1	0.83	0.88	1	0.00	45.0	30.14	0.00	32.42	0.95
10	107.43	0.30	20.1	0.83	0.88	1	0.00	45.0	32.59	0.00	35.05	0.95
11	108.25	0.32	19.7	0.83	0.88	1	0.00	45.0	34.80	0.00	37.43	0.95
12	109.09	0.33	19.8	0.83	0.88	1	0.00	45.0	36.76	0.00	39.53	0.95
13	109.92	0.35	19.4	0.83	0.88	1	0.00	45.0	38.49	0.00	41.39	0.95
14	110.75	0.36	19.4	0.83	0.88	1	0.00	45.0	39.97	0.00	42.97	0.95
15	111.58	0.38	19.1	0.83	0.88	1	0.00	45.0	41.26	0.00	44.36	0.95
16	112.41	0.38	19.1	0.83	0.88	1	0.00	45.0	42.29	0.00	45.47	0.95
17	113.25	0.39	18.8	0.84	0.88	1	0.00	45.0	43.09	0.00	46.33	0.95
18	114.08	0.40	18.8	0.84	0.88	1	0.00	45.0	43.58	0.00	46.85	0.95
19	114.92	0.40	18.4	0.84	0.88	1	0.00	45.0	43.93	0.00	47.24	0.95
20	115.76	0.40	18.4	0.84	0.88	1	0.00	45.0	43.89	0.00	47.18	0.95
21	116.59	0.40	18.1	0.84	0.88	1	0.00	45.0	43.75	0.00	47.03	0.95
22	117.43	0.39	18.1	0.84	0.88	1	0.00	45.0	43.21	0.00	46.46	0.95
23	118.27	0.39	17.8	0.84	0.88	1	0.00	45.0	42.57	0.00	45.76	0.95
24	119.11	0.38	17.8	0.84	0.88	1	0.00	45.0	41.57	0.00	44.70	0.95
25	119.95	0.37	17.5	0.84	0.88	1	0.00	45.0	40.43	0.00	43.46	0.95
26	120.79	0.35	17.5	0.84	0.88	1	0.00	45.0	38.98	0.00	41.91	0.95
27	121.64	0.34	17.1	0.84	0.88	1	0.00	45.0	37.32	0.00	40.14	0.95
28	122.48	0.32	17.1	0.84	0.88	1	0.00	45.0	35.38	0.00	38.05	0.95
29	123.32	0.30	16.8	0.84	0.88	1	0.00	45.0	33.17	0.00	35.68	0.95
30	124.17	0.28	16.8	0.84	0.88	1	0.00	45.0	30.77	0.00	33.09	0.95
31	125.01	0.25	16.5	0.85	0.88	1	0.00	45.0	28.05	0.00	30.17	0.95
32	125.86	0.23	16.5	0.85	0.88	1	0.00	45.0	25.14	0.00	27.04	0.95
33	126.71	0.20	16.2	0.85	0.88	1	0.00	45.0	21.95	0.00	23.61	0.95
34	127.55	0.17	16.1	0.85	0.88	1	0.00	45.0	18.53	0.00	19.94	0.95
35	128.40	0.13	15.8	0.85	0.88	1	0.00	45.0	14.78	0.00	15.90	0.95
36	129.25	0.10	15.8	0.85	0.88	1	0.00	45.0	10.90	0.00	11.73	0.95
37	130.10	0.06	15.5	0.85	0.88	1	0.00	45.0	6.71	0.00	7.23	0.95
38	130.95	0.02	15.5	0.85	0.88	1	0.00	45.0	2.24	0.00	2.41	0.95

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X-S Area: 10.10 Path Length: 33.54 X-S Weight: 1111.09

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DATA: Analysis 3 - Reclaimed Condition

Material Properties (4 materials)

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Material: 1 (Mohr-Coulomb Isotropic) - Sand and gravel, mixed grain size

Cohesion Phi UnitWeight Ru

0.00 45.0 110.00 Auto

Material: 2 (Mohr-Coulomb Isotropic) - OB - loose sand, mixed grain size

Cohesion Phi UnitWeight Ru

0.00 34.0 99.00 Auto

Material: 3 (Mohr-Coulomb Isotropic) - Bedrock - claystone

Cohesion Phi UnitWeight Ru

20000.00 25.0 110.00 Auto

Material: 4 (Mohr-Coulomb Isotropic) - Slurry Wall

Cohesion Phi UnitWeight Ru

Unsaturated: 0.00 0.0 112.00 Auto

Saturated: 0.00 0.0 115.00 Auto

Water Properties

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Unit weight of water: 62.400 Unit weight of water/medium above ground: 0.000

Material Profiles (1 profile)

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Profile: 1 (2 points) Material beneath: 1 - Sand and gravel, mixed grain size

0.00 5276.00 300.00 5276.00

Slope Surface (4 points)

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0.00 5274.50 50.00 5274.50 159.50 5238.00 300.00 5238.00

Phreatic Surface (2 points)

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0.00 5183.00 300.00 5183.00

Piezometric Surfaces (1 surface)

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Failure Surface (Critical, from previous analysis)

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Initial circular surface for critical search defined by: XL,XR,R

Intersects: XL: 100.00 YL: 5257.83 XR: 131.80 YR: 5247.23

Centre: XC: 213.79 YC: 5546.19 Radius: R: 310.00

Earthquake Force

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Pseudo-static earthquake (seismic) coefficient: 0.050

Variable Restraints

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Parameter descriptor: XL XR R

Range of variation: 50.00 25.00 10.00

Trial positions within range: 10 10 10

- - - - -

RESULTS: Analysis 3 - Reclaimed Condition

Bishop Simplified Method of Analysis - Circular Failure Surface

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Critical Failure Surface Search using Multiple Circle Generation Techniques

Factor of Safety for initial failure surface approximation: 2.569

There were: 907 successful analyses from a total of 1001 trial surfaces  
 94 analyses terminated due to unacceptable geometry

Critical (minimum) Factor of Safety: 2.57

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Results Summary - Lowest 99 Factor of Safety circles

Circle	X-Left	Y-Left	X-Right	Y-Right	X-Centre	Y-Centre	Radius	FoS	
1	125.00	5249.50	133.19	5246.77	227.99	5544.84	312.78	2.565	<-- Critical Surface
2	125.00	5249.50	133.19	5246.77	226.94	5541.67	309.44	2.565	
3	119.44	5251.35	127.63	5248.62	222.80	5547.74	313.89	2.565	
4	125.00	5249.50	133.19	5246.77	225.53	5537.46	305.00	2.565	
5	125.00	5249.50	133.19	5246.77	228.34	5545.89	313.89	2.565	
6	113.89	5253.20	122.08	5250.47	217.23	5549.59	313.89	2.565	
7	125.00	5249.50	133.19	5246.77	227.29	5542.73	310.56	2.565	
8	125.00	5249.50	133.19	5246.77	226.58	5540.62	308.33	2.565	
9	125.00	5249.50	133.19	5246.77	228.69	5546.94	315.00	2.565	
10	125.00	5249.50	133.19	5246.77	225.88	5538.51	306.11	2.565	
11	125.00	5249.50	133.19	5246.77	227.64	5543.78	311.67	2.565	
12	119.44	5251.35	130.41	5247.70	222.77	5543.04	309.44	2.565	
13	119.44	5251.35	130.41	5247.70	222.07	5540.93	307.22	2.565	
14	108.33	5255.06	119.30	5251.40	211.66	5546.74	309.44	2.565	
15	119.44	5251.35	127.63	5248.62	220.69	5541.41	307.22	2.565	
16	119.44	5251.35	130.41	5247.70	222.42	5541.98	308.33	2.565	
17	125.00	5249.50	133.19	5246.77	226.23	5539.56	307.22	2.565	
18	113.89	5253.20	122.08	5250.47	216.53	5547.48	311.67	2.565	
19	119.44	5251.35	130.41	5247.70	221.36	5538.82	305.00	2.565	
20	108.33	5255.06	119.30	5251.40	213.42	5552.01	315.00	2.565	
21	119.44	5251.35	127.63	5248.62	222.45	5546.68	312.78	2.565	
22	119.44	5251.35	130.41	5247.70	223.12	5544.09	310.56	2.565	
23	119.44	5251.35	130.41	5247.70	224.18	5547.25	313.89	2.565	
24	108.33	5255.06	119.30	5251.40	211.31	5545.69	308.33	2.565	
25	113.89	5253.20	122.08	5250.47	216.88	5548.54	312.78	2.565	
26	119.44	5251.35	127.63	5248.62	223.15	5548.79	315.00	2.565	
27	119.44	5251.35	130.41	5247.70	223.82	5546.20	312.78	2.565	
28	113.89	5253.20	122.08	5250.47	215.82	5545.38	309.44	2.565	
29	119.44	5251.35	127.63	5248.62	219.99	5539.30	305.00	2.565	
30	113.89	5253.20	122.08	5250.47	215.47	5544.32	308.33	2.565	
31	108.33	5255.06	119.30	5251.40	212.01	5547.79	310.56	2.565	
32	119.44	5251.35	127.63	5248.62	220.34	5540.36	306.11	2.565	
33	113.89	5253.20	122.08	5250.47	217.58	5550.65	315.00	2.565	
34	119.44	5251.35	130.41	5247.70	223.47	5545.14	311.67	2.565	
35	108.33	5255.06	119.30	5251.40	213.07	5550.96	313.89	2.565	
36	108.33	5255.06	119.30	5251.40	210.61	5543.58	306.11	2.566	
37	119.44	5251.35	130.41	5247.70	224.53	5548.31	315.00	2.566	
38	108.33	5255.06	119.30	5251.40	212.36	5548.85	311.67	2.566	
39	108.33	5255.06	119.30	5251.40	212.71	5549.90	312.78	2.566	
40	119.44	5251.35	130.41	5247.70	221.72	5539.87	306.11	2.566	
41	108.33	5255.06	119.30	5251.40	210.96	5544.63	307.22	2.566	
42	113.89	5253.20	122.08	5250.47	215.12	5543.27	307.22	2.566	
43	113.89	5253.20	122.08	5250.47	216.18	5546.43	310.56	2.566	



44	113.89	5253.20	122.08	5250.47	214.77	5542.21	306.11	2.566
45	113.89	5253.20	122.08	5250.47	214.42	5541.16	305.00	2.566
46	125.00	5249.50	135.97	5245.84	228.68	5542.24	310.56	2.566
47	125.00	5249.50	135.97	5245.84	230.08	5546.46	315.00	2.566
48	113.89	5253.20	124.86	5249.55	218.61	5549.11	313.89	2.566
49	125.00	5249.50	135.97	5245.84	229.38	5544.35	312.78	2.566
50	113.89	5253.20	124.86	5249.55	216.50	5542.78	307.22	2.566
51	113.89	5253.20	124.86	5249.55	217.20	5544.89	309.44	2.566
52	125.00	5249.50	135.97	5245.84	229.73	5545.40	313.89	2.566
53	125.00	5249.50	135.97	5245.84	229.03	5543.29	311.67	2.566
54	125.00	5249.50	135.97	5245.84	227.97	5540.13	308.33	2.566
55	108.33	5255.06	119.30	5251.40	210.25	5542.52	305.00	2.566
56	113.89	5253.20	124.86	5249.55	217.55	5545.95	310.56	2.566
57	113.89	5253.20	124.86	5249.55	217.91	5547.00	311.67	2.566
58	125.00	5249.50	135.97	5245.84	228.33	5541.18	309.44	2.566
59	113.89	5253.20	124.86	5249.55	218.26	5548.05	312.78	2.566
60	113.89	5253.20	124.86	5249.55	215.80	5540.67	305.00	2.566
61	113.89	5253.20	124.86	5249.55	216.85	5543.84	308.33	2.566
62	113.89	5253.20	124.86	5249.55	216.15	5541.73	306.11	2.566
63	125.00	5249.50	135.97	5245.84	227.62	5539.08	307.22	2.566
64	119.44	5251.35	133.19	5246.77	223.79	5541.49	308.33	2.566
65	119.44	5251.35	133.19	5246.77	223.44	5540.44	307.22	2.566
66	113.89	5253.20	124.86	5249.55	218.96	5550.16	315.00	2.566
67	125.00	5249.50	135.97	5245.84	227.27	5538.02	306.11	2.566
68	113.89	5253.20	127.63	5248.62	218.24	5543.34	308.33	2.566
69	125.00	5249.50	138.74	5244.92	229.70	5540.69	309.44	2.566
70	125.00	5249.50	138.74	5244.92	229.35	5539.64	308.33	2.566
71	113.89	5253.20	127.63	5248.62	217.89	5542.29	307.22	2.566
72	108.33	5255.06	122.08	5250.47	212.68	5545.19	308.33	2.566
73	113.89	5253.20	127.63	5248.62	219.29	5546.51	311.67	2.566
74	119.44	5251.35	133.19	5246.77	223.09	5539.38	306.11	2.566
75	113.89	5253.20	127.63	5248.62	220.35	5549.67	315.00	2.566
76	119.44	5251.35	133.19	5246.77	222.74	5538.33	305.00	2.566
77	113.89	5253.20	127.63	5248.62	218.59	5544.40	309.44	2.566
78	113.89	5253.20	127.63	5248.62	220.00	5548.61	313.89	2.566
79	125.00	5249.50	138.74	5244.92	231.11	5544.91	313.89	2.566
80	113.89	5253.20	127.63	5248.62	219.64	5547.56	312.78	2.566
81	119.44	5251.35	133.19	5246.77	224.15	5542.55	309.44	2.566
82	125.00	5249.50	138.74	5244.92	230.40	5542.80	311.67	2.566
83	108.33	5255.06	122.08	5250.47	212.33	5544.14	307.22	2.566
84	113.89	5253.20	127.63	5248.62	218.94	5545.45	310.56	2.566
85	108.33	5255.06	122.08	5250.47	211.98	5543.09	306.11	2.566
86	108.33	5255.06	122.08	5250.47	214.44	5550.47	313.89	2.566
87	108.33	5255.06	122.08	5250.47	213.74	5548.36	311.67	2.566
88	125.00	5249.50	138.74	5244.92	229.00	5538.58	307.22	2.566
89	108.33	5255.06	122.08	5250.47	213.39	5547.30	310.56	2.566
90	108.33	5255.06	122.08	5250.47	213.03	5546.25	309.44	2.566
91	125.00	5249.50	135.97	5245.84	226.92	5536.97	305.00	2.566
92	119.44	5251.35	133.19	5246.77	224.50	5543.60	310.56	2.566
93	108.33	5255.06	122.08	5250.47	214.09	5549.41	312.78	2.566
94	125.00	5249.50	138.74	5244.92	231.46	5545.96	315.00	2.566
95	108.33	5255.06	122.08	5250.47	214.79	5551.52	315.00	2.566
96	125.00	5249.50	138.74	5244.92	228.65	5537.53	306.11	2.566

97	119.44	5251.35	133.19	5246.77	225.20	5545.71	312.78	2.566
98	125.00	5249.50	138.74	5244.92	228.30	5536.48	305.00	2.566
99	119.44	5251.35	133.19	5246.77	225.55	5546.76	313.89	2.566

#### Critical Failure Surface (circle 1)

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Intersects: XL: 125.00 YL: 5249.50 XR: 133.19 YR: 5246.77

Centre: XC: 227.99 YC: 5544.84 Radius: R: 312.78

Generated failure surface: (20 points)

125.00	5249.50	125.43	5249.35	125.86	5249.20	126.29	5249.05	126.72	5248.91
127.15	5248.76	127.58	5248.61	128.01	5248.47	128.44	5248.32	128.87	5248.18
129.30	5248.04	129.73	5247.89	130.16	5247.75	130.59	5247.61	131.03	5247.47
131.46	5247.33	131.89	5247.19	132.32	5247.05	132.76	5246.91	133.19	5246.77

#### Slice Geometry and Properties - Critical Failure Surface (circle 1, 38 slices)

-----

Slice	X-S -----			Base -----				PoreWater		Normal	Test
	X-Left	Area	Angle	Width	Length	Matl	Cohesion	Phi	Weight	Force	Stress Factor
1	125.00	0.00	19.2	0.21	0.23	1	0.00	45.0	0.05	0.00	0.19 0.93
2	125.21	0.00	19.2	0.21	0.23	1	0.00	45.0	0.12	0.00	0.47 0.93
3	125.43	0.00	19.1	0.21	0.23	1	0.00	45.0	0.18	0.00	0.76 0.93
4	125.64	0.00	19.1	0.21	0.23	1	0.00	45.0	0.24	0.00	0.99 0.93
5	125.86	0.00	19.1	0.21	0.23	1	0.00	45.0	0.31	0.00	1.28 0.93
6	126.07	0.00	19.1	0.21	0.23	1	0.00	45.0	0.37	0.00	1.51 0.93
7	126.29	0.00	18.9	0.21	0.23	1	0.00	45.0	0.42	0.00	1.71 0.93
8	126.50	0.00	18.9	0.21	0.23	1	0.00	45.0	0.48	0.00	1.99 0.93
9	126.72	0.00	18.8	0.21	0.23	1	0.00	45.0	0.52	0.00	2.13 0.93
10	126.93	0.01	18.8	0.21	0.23	1	0.00	45.0	0.55	0.00	2.28 0.93
11	127.15	0.01	18.8	0.22	0.23	1	0.00	45.0	0.59	0.00	2.42 0.93
12	127.36	0.01	18.8	0.22	0.23	1	0.00	45.0	0.64	0.00	2.61 0.93
13	127.58	0.01	18.7	0.22	0.23	1	0.00	45.0	0.67	0.00	2.75 0.93
14	127.79	0.01	18.7	0.22	0.23	1	0.00	45.0	0.68	0.00	2.80 0.93
15	128.01	0.01	18.6	0.22	0.23	1	0.00	45.0	0.71	0.00	2.90 0.93
16	128.22	0.01	18.6	0.22	0.23	1	0.00	45.0	0.72	0.00	2.94 0.93
17	128.44	0.01	18.5	0.22	0.23	1	0.00	45.0	0.73	0.00	2.99 0.93
18	128.65	0.01	18.5	0.22	0.23	1	0.00	45.0	0.74	0.00	3.04 0.93
19	128.87	0.01	18.4	0.22	0.23	1	0.00	45.0	0.74	0.00	3.04 0.93
20	129.09	0.01	18.4	0.22	0.23	1	0.00	45.0	0.75	0.00	3.09 0.93
21	129.30	0.01	18.3	0.22	0.23	1	0.00	45.0	0.73	0.00	3.00 0.93
22	129.52	0.01	18.4	0.22	0.23	1	0.00	45.0	0.73	0.00	3.00 0.93
23	129.73	0.01	18.3	0.22	0.23	1	0.00	45.0	0.72	0.00	2.95 0.93
24	129.95	0.01	18.3	0.22	0.23	1	0.00	45.0	0.71	0.00	2.90 0.93
25	130.16	0.01	18.2	0.22	0.23	1	0.00	45.0	0.70	0.00	2.86 0.93
26	130.38	0.01	18.2	0.22	0.23	1	0.00	45.0	0.65	0.00	2.67 0.93
27	130.59	0.01	18.2	0.22	0.23	1	0.00	45.0	0.63	0.00	2.57 0.93
28	130.81	0.01	18.0	0.22	0.23	1	0.00	45.0	0.59	0.00	2.43 0.93
29	131.03	0.01	18.0	0.22	0.23	1	0.00	45.0	0.56	0.00	2.29 0.93
30	131.24	0.00	18.0	0.22	0.23	1	0.00	45.0	0.52	0.00	2.14 0.93
31	131.46	0.00	17.9	0.22	0.23	1	0.00	45.0	0.46	0.00	1.91 0.93
32	131.67	0.00	17.9	0.22	0.23	1	0.00	45.0	0.41	0.00	1.67 0.93
33	131.89	0.00	17.9	0.22	0.23	1	0.00	45.0	0.37	0.00	1.53 0.93
34	132.11	0.00	17.9	0.22	0.23	1	0.00	45.0	0.30	0.00	1.24 0.93
35	132.32	0.00	17.8	0.22	0.23	1	0.00	45.0	0.26	0.00	1.05 0.93

36	132.54	0.00	17.8	0.22	0.23	1	0.00	45.0	0.19	0.00	0.76	0.93
37	132.76	0.00	17.7	0.22	0.23	1	0.00	45.0	0.10	0.00	0.43	0.93
38	132.97	0.00	17.6	0.22	0.23	1	0.00	45.0	0.03	0.00	0.14	0.93

-----	-----	-----
X-S Area:	0.17	Path Length: 8.63
		X-S Weight: 18.85

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[www.united-gj.com](http://www.united-gj.com)  
[www.fourcornersmaterials.com](http://www.fourcornersmaterials.com)  
[www.apc.us.com](http://www.apc.us.com)

August 29, 2025

Certified Mail No: 9589 0710 5270 1124 7352 95

Division of Reclamation, Mining and Safety  
DRMS c/o Sara Stevenson-Benn  
1001 E 62<sup>nd</sup> Avenue  
Denver, CO 80216

Re: Incompleteness Response, Financial Warranty and required bonding documents  
DRMS Permit: M-1988-093, Florence South Pit

Ms. Stevenson-Benn,

In response to the required bonding documents, an affidavit signed by Brandon Pack, President of Oldcastle SW Group, Inc. dba United Companies, has been prepared and notarized for inclusion in the updated submission package. Additionally, as discussed, we have included documentation of Elected Officers who are authorized to execute agreements, contracts, documents, certificates, and other instruments for the purpose of conducting the Corporation's business.

A copy of these documents will be sent with the rest of the incompleteness package to DRMS at 1313 Sherman St., Ste. 215, Denver, CO 80203.

We appreciate your time on this matter. If there is anything more you require from us please do not hesitate to reach out.

Thanks,

Sara Weimer  
EHS  
Oldcastle SW Group, Inc.



## COLORADO

Division of Reclamation,  
Mining and Safety

Department of Natural Resources

### **Documentation of Legal Authority to Execute Financial Warranty Documents**

*The Colorado Mined Land Reclamation Board ("Board") has adopted the attached Affidavit of Authority to Execute Financial Warranty Documents pursuant to the Mined Land Reclamation Act (C.R.S. § 34-32-101 et. seq.) and the Land Reclamation Act for the Extraction of Construction Materials (C.R.S. § 34-32.5-101 et. seq.). The Board and the Division of Reclamation Mining and Safety ("Division") have determined that, in order to carry out the financial warranty requirements set forth in C.R.S. §§ 34-32-117 and 34-32.5-117 with reasonable diligence, it is prudent to verify the legal authority of the individual signing all necessary documents.*

*Accordingly, you must provide confirmation of the legal authority of the individual signing all Financial Warranty Documents to the Division. You may do so either by submitting a resolution of the decision-making body of your company that authorizes an individual to sign the Financial Warranty Documents on the company's behalf, or by completing and notarizing the attached affidavit. The Division reserves the right to require the attached affidavit in all circumstances. Please note that if you are a sole proprietor who is executing documents on your own behalf, documentation of legal authority is unnecessary.*



**Affidavit of Authority to Execute Financial Warranty Documents**

Before me this day, the undersigned Brandon Pack [name of authorized person], in his/her capacity as President [title of authorized person] ("Affiant"), personally appeared and, being first duly sworn upon oath said:

1. This affidavit is being executed and submitted on behalf of Oldcastle SW Group, Inc. (dba United Companies) [name of business organization], a(n) Corporation [legal form of business organization, e.g., corporation, partnership, limited liability company, etc.], in good standing in the State of Colorado (the "Company").
2. It is in the interest of the Company to execute certain financial warranty documents associated with file number M-1988-093 (DRMS file number), which are required by the Colorado Mined Land Reclamation Board and Division of Reclamation Mining and Safety pursuant to Colorado law ("Financial Warranty Documents").
3. Affiant is duly authorized to sign such Financial Warranty Documents on behalf of the Company and to bind the Company to the same.
4. Affiant is not prohibited or limited by the Company's governing documents or by any applicable law from executing the Financial Warranty Documents.
5. Affiant will inform the Division of Reclamation Mining and Safety within thirty (30) days in the event that his/her authorization to execute Financial Warranty Documents on the Company's behalf is terminated.

Further, Affiant sayeth not.

Brandon Pack

Affiant's Name



Signature

STATE OF Colorado )

) ss.:

COUNTY OF Jefferson )



The foregoing instrument was acknowledged before me this 31<sup>st</sup> day of July, 2025,  
by Brandon Pack as President of Oldcastle SW Group, Inc. (dba United Companies).

Notary Public

My Commission Expires

Sara Beth Weimer  
January 12, 2027

Florence South Dk M-1988-093

**ACTION BY WRITTEN CONSENT  
IN LIEU OF AN ANNUAL MEETING OF  
THE BOARD OF DIRECTORS  
OF  
OLDCASTLE SW GROUP, INC.**

The undersigned, being all of the members of the Board of Directors of Oldcastle SW Group, Inc., a Colorado corporation (the “*Corporation*”), do hereby, pursuant to §7-108-202 of the Colorado Business Corporation Act, give this written consent (a) to the dispensation of an annual meeting of the Board of Directors of the Corporation and (b) to the taking of the following actions, such actions to have the same force and effect had a meeting been duly called and held:

**I. ELECTION OF OFFICERS**

**RESOLVED**, that effective May 8, 2025, all previous elections of officers are terminated, and the following persons be, and hereby are, elected to serve as officers of the Corporation (each individually, an “*Officer*” and collectively, the “*Officers*”) in the capacities set forth opposite their respective names until such time as their successors shall be elected and qualified:

Brandon Pack	President
Kyle Alpha	Vice President
Joy Trombley	Secretary, Treasurer, Controller
Kyle High	Assistant Secretary
Jeff Keller	Assistant Secretary
Tony Majka	Assistant Secretary
Ilana Overmeyer	Assistant Secretary

**FURTHER RESOLVED**, that the Officers be, and each of them hereby is, authorized to execute and deliver agreements, contracts, documents, certificates, and other instruments, under the seal of the Corporation if required, for the purpose of conducting the Corporation’s business, including without limitation, selling products and securing construction work, and to take such other action, as they may deem necessary, advisable, convenient, or appropriate to carry out and fully perform duties incident to the office or offices so appointed, and such other duties as may be prescribed by the Board of Directors from time to time;

**FURTHER RESOLVED**, that the following persons are hereby designated officers solely for the purpose of attesting signatures of other officers on behalf of the Corporation, and for executing and attesting various corporate documents, tax returns, affidavits, and similar such instruments as may be necessary from time to time:

David M. Toolan	Assistant Secretary
Tim P. George	Assistant Secretary

**FURTHER RESOLVED**, that the President of the Corporation may, from time to time, without further action by the Board of Directors, appoint other persons to serve as authorized employees, or remove any individuals from this capacity, and to direct those appointed to take

such action, as he may deem necessary, advisable, convenient or appropriate to carry out and fully perform the duties incident to the office of President.

## **II. REMOVALS**

**RESOLVED**, that any current officers of the Corporation not elected in the foregoing resolution are hereby removed.

## **III. AUTHORIZATION OF TRADE AND DIVISIONAL NAMES**

**RESOLVED**, that the activities and operations of the Corporation may be carried on in any of the following manners or styles as may from time-to-time be deemed necessary or appropriate:

**Asphalt Paving Company  
APC Construction Company  
APC Southern Construction Company  
B&B Excavating  
Delta Sand & Gravel Co.  
Four Corners Materials  
Granby Sand & Gravel  
Telluride Gravel  
United Companies of Mesa County  
United Paving, Incorporated  
United Redi-Mix, Inc.  
United Sand and Gravel Company, Inc.  
United Companies**

**FURTHER RESOLVED**, that the President of the Corporation may, from time to time, without further action by the Board of Directors, authorize the use of additional trade names, and to deem unauthorized any trade name previously authorized, as he may deem necessary, advisable, convenient or appropriate.


## **IV. MISCELLANEOUS**


**RESOLVED**, that all actions previously taken by any Officer of the Corporation appointed hereunder in his/her capacity as such Officer be, and each of them hereby is, adopted, ratified, confirmed and approved in all respects as the authorized acts and deeds of the Corporation;

**FURTHER RESOLVED**, that each undersigned agrees that electronic signatures, whether digital or encrypted, of the Board of Directors are intended to authenticate this consent and to have the same force and effect as manual signatures. As used in the previous sentence, the term "electronic signatures" means any electronic sound, symbol or process attached to or logically associated with this consent and executed and adopted by a member of the Board of Directors with the intent to sign such consent, including, but not limited to, e-mail electronic signatures executed through DocuSign; and



**FURTHER RESOLVED**, that this Consent, following execution by all of the members of the Board of Directors, be filed in appropriate order in the minute book of the Corporation.

Signed by:  
  
9945E30E1BD4459  
Nathan Creech

Signed by:  
  
596E90AE2FBA4D0...  
John Rothering

**APPLICANTS' AGREEMENT TO REQUEST TRANSFER  
OF MINERAL PERMIT AND SUCCESSION OF OPERATORS**

WHEREAS, on July 14, 2014 Permit Number M-1988-093 ("Permit") was granted to Fremont Paving and Redi-Mix, Inc ("Permittee"), pursuant to which Permit, Permittee has engaged in a mining operation located in Fremont County, Colorado.

WHEREAS, The Permit includes and incorporates any and all subsequent Amendments, Technical Revisions and/or Conversions.

WHEREAS, Permittee wishes to assign the entire Permit, along with all associated rights and responsibilities to Oldcastle SW Group, Inc. dba United Companies ("Prospective Successor"), and Prospective Successor wishes to become Successor Permittee under the Permit.

WHEREAS, Prospective Successor has inspected the mining and reclamation operations and is fully aware of the conditions thereof.

WHEREAS, Prospective Successor understands that the Reclamation Plan (the "Plan") is an integral part of the Permit and is required by law. Prospective Successor has had an opportunity to thoroughly review the Plan, understands that the Plan has not been completed and that, if Prospective Successor becomes Successor, he/she/it will assume full responsibility for the completion of the Plan.

NOW THEREFORE, Permittee and Prospective Successor hereby agree, for their own benefit and for the benefit of the State, as follows:

Prospective Successor agrees to accept all of the conditions of the Permit, including the condition that the operation remains in compliance with all applicable laws and regulations, and to perform all of the obligations of the Permittee under the Permit.

Prospective Successor agrees to complete the Plan, and to assume all liability for the same, as to all areas presently disturbed, as well as to all areas hereafter disturbed.

Prospective Successor agrees to submit to the Division of Reclamation, Mining and Safety ("Division"), Performance and Financial Warranties, as required by applicable law and regulations, which will be substituted for the Performance and Financial Warranties previously filed by the Permittee, if and when the Division approves a Transfer of Mineral Permit and Succession of Operators ("SO") and releases the latter Warranties.

Prospective Successor represents to the State that, to the best of its knowledge, information and belief, it is not in violation of any of the provisions of the Mined Land Reclamation Act (C.R.S. § 34-32-101 *et. seq.*) ("Hard Rock Act") and associated Rules (2 C.C.R. 407-1) ("Hard Rock Rules") or the Land Reclamation Act for the Extraction of

Construction Materials (C.R.S. § 34-32.5-101 *et. seq.*) ("Construction Materials Act") and associated Rules (2 C.C.R. 407-4) ("Construction Materials Rules"), with respect to any other operation conducted by the Prospective Successor in the State of Colorado.

Permittee and Prospective Successor hereby request that the Mined Land Reclamation Board ("Board") approves their SO Application, recognizes the Prospective Successor as Successor Operator under the Permit, accepts the Prospective Successor's Performance and Financial Warranties, and releases the current Permittee's Performance and Financial Warranties.

SIGNED, SEALED AND DATED this 31<sup>st</sup> day of July, 2025.

**PERMITTEE**

**Fremont Paving and Redi-Mix, Inc**

\_\_\_\_\_  
Name of Permittee

By \_\_\_\_\_  
Signature of Officer

\_\_\_\_\_  
Title of Officer

**PROSPECTIVE SUCCESSOR**

**Oldcastle SW Group, Inc. dba United Companies**

\_\_\_\_\_  
Name of Prospective Successor

By [Signature]  
Signature of Officer

Region President  
Title of Officer

**NOTARY FOR PERMITTEE**

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss.:

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,  
by \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_.

Notary Public \_\_\_\_\_

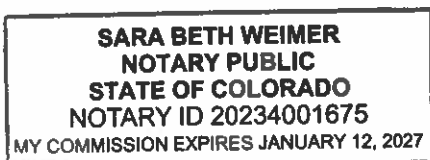
My Commission Expires \_\_\_\_\_



**NOTARY FOR PROSPECTIVE SUCCESSOR**

STATE OF Colorado )  
 ) ss.:  
COUNTY OF Jefferson )

The foregoing instrument was acknowledged before me this 31<sup>st</sup> day of July, 2025,  
by Brandon Pick as Region President of Dynasty VW Group, Inc. dba United Companies



Notary Public Sara Beth Weimer  
My Commission Expires January 12, 2027

**STATE APPROVAL**  
**[for completion by Division]**

- (a) The Board hereby approves the transfer of permit number \_\_\_\_\_ from  
\_\_\_\_\_ to \_\_\_\_\_.
- (b) The Board hereby recognizes \_\_\_\_\_ as Successor Operator under  
such Permit.
- (c) The Board hereby accepts the Performance and Financial Warranties submitted by Successor and hereby  
releases \_\_\_\_\_, as former Permittee from all obligations under  
its Performance and Financial Warranties. The Board further releases all affected financial warrantors from  
obligations under Financial Warranties associated with the former Permittee.

STATE OF COLORADO  
DEPARTMENT OF NATURAL RESOURCES  
MINED LAND RECLAMATION BOARD  
DIVISION OF RECLAMATION, MINING AND SAFETY

By: \_\_\_\_\_  
Division Director

Date Executed: \_\_\_\_\_



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[www.fourcornersmaterials.com](http://www.fourcornersmaterials.com)  
[www.apc.us.com](http://www.apc.us.com)

BNSF Railway Co.  
Attn: CRED  
2650 Lou Menk Dr. MOB 2  
Ft. Worth, TX 76131-2830

RE: Florence South Pit, M-1988-093, Mail attempt #2

To whom it may concern,

We are sending another letter complete with signatures and notary from owners to notify you that Fremont Paving and Redi-Mix, Inc. and Oldcastle SW Group, Inc. have entered a merger. This change will not impact you or the way you do business in any significant way. The purpose is simply to help better align the internal divisions of our group with our corporate organization. We aim to continue to provide the same dependability and excellent customer service that you are accustomed to. Following the merger, our new legal identity will be Oldcastle SW Group, Inc operating under the business as United Companies.

As a result of the of the change to our legal entity The State of Colorado, Division of Reclamation, Mining, and Safety ("Division") requires that we attempt to attain new agreements between parties regarding the protection of your structures that are within 200 feet of the proposed disturbed area.

This agreement is a guarantee of protection of the structure for you as the owner. We recognize you may have previously received and signed this but to ensure we take proper steps we are sending out again. Please sign and notarize the enclosed letter and send back to Oldcastle SW Group, Inc. with the addressed envelope. If you are not authorized to sign this, please present it to the proper person who is authorized. If there are any questions, you can contact Sara Weimer at 303-842-7615 or [shaggstrom@apc.us.com](mailto:shaggstrom@apc.us.com).

Sincerely,

Sara Weimer  
EHS  
Oldcastle SW Group, Inc.

An example Structure Agreement which meets the requirements of the Statutes is shown below.

\*\*\*\*\*

### **Structure Agreement**

This letter has been provided to you as the owner of a structure on or within two hundred (200) feet of a proposed mine site. The State of Colorado, Division of Reclamation, Mining and Safety ("Division") requires that where a mining operation will adversely affect the stability of any significant, valuable and permanent man-made structure located within two hundred (200) feet of the affected land, the Applicant shall either:

- a) Provide a notarized agreement between the Applicant and the Person(s) having an interest in the structure, that the Applicant is to provide compensation for any damage to the structure; or
- b) Where such an agreement cannot be reached, the Applicant shall provide an appropriate engineering evaluation that demonstrates that such structure shall not be damaged by activities occurring at the mining operation; or
- c) Where such structure is a utility, the Applicant may supply a notarized letter, on utility letterhead, from the owner(s) of the utility that the mining and reclamation activities, as proposed, will have "no negative effect" on their utility. (*Construction Materials Rule 6.3.12 and Rule 6.4.19 & Hard Rock/Metal Mining Rule 6.3.12 and Rule 6.4.20*)

*The Colorado Mined Land Reclamation Board ("Board") has determined that this form, if properly executed, represents an agreement that complies with Construction Materials Rule 6.3.12(a), Rule 6.4.19(a), and C.R.S. § 34-32.5-115(4)(e) and with Hard Rock/Metal Mining Rule 6.3.12(a), Rule 6.4.20(a), and C.R.S. § 34-32-115(4)(d). This form is for the sole purpose of ensuring compliance with the Rules and Regulations and shall not make the Board or Division a necessary party to any private civil lawsuit to enforce the terms of the agreement or create any enforcement obligations in the Board or the Division.*

**The following structures are located on or within 200 feet of the proposed affected area:**

1. Railway
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_

*(Please list additional structures on a separate page)*

**CERTIFICATION**

The Applicant, Oldcastle SW Group, Inc. dba United Companies (print applicant/company name),  
by Brandon Pack (print representative's name), as Region President (print  
representative's title), does hereby certify that BNRF Railway Co. (structure owner) shall  
be compensated for any damage from the proposed mining operation to the above listed structure(s)  
located on or within 200 feet of the proposed affected area described within Exhibit A, of the Reclamation  
Permit Application for Florence South Pit (operation name),  
File Number M1988 - 093 .

*This form has been approved by the Colorado Mined Land Reclamation Board pursuant to its  
authority under the Colorado Land Reclamation Act for the Extraction of Construction Materials and  
the Colorado Mined Land Reclamation Act for Hard Rock, Metal, and Designated Mining Operations.  
Any alteration or modification to this form shall result in voiding this form.*

**NOTARY FOR PERMIT APPLICANT**

ACKNOWLEDGED BY:

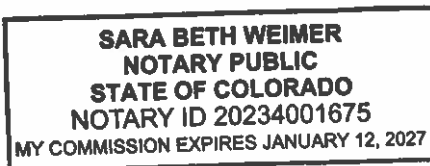
Applicant BPA Representative Name Brandon Pack  
Date 9-12-25 Title Region President

STATE OF Colorado )  
 ) ss.  
COUNTY OF Jefferson )

The foregoing was acknowledged before me this 12<sup>th</sup> day of September, 2025, by  
Brandon Pack as President of Oldcastle SW Group, Inc.

Sara Beth Weimer  
Notary Public

My Commission Expires: January 12, 2027



**NOTARY FOR STRUCTURE OWNER**

ACKNOWLEDGED BY:

Structure Owner \_\_\_\_\_ Name \_\_\_\_\_

Date \_\_\_\_\_ Title \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by  
\_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public My Commission Expires: \_\_\_\_\_



Oldcastle SW Group, Inc.  
P.O. Box 444 Ave  
CO 80403

FP<sup>®</sup> US POSTAGE  
\$ 011.60  
First-Class - IM  
ZIP 80403  
09/12/2025  
034B 0081838956

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT  
OF THE RETURN ADDRESS, FOLD AT DOTTED LINE

CERTIFIED MAIL<sup>®</sup>



9589 0710 5270 0852 7499 01

BNSF Railway Co.

Attn: CR&D

2650 Lou Menk Dr. MOB2

Ft. Worth, TX 76131-2830

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

BNSF Railway Co  
Attn: CR&D  
2650 Lou Menk Dr. MOB2  
Ft. Worth, TX 76131-2830

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent

☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? If YES, enter delivery address below:

☐ Yes

☐ No

3. Service Type  
☒ Adult Signature

☐ Priority Mail Express<sup>®</sup>  
☐ Registered Mail<sup>™</sup>



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[www.fourcornersmaterials.com](http://www.fourcornersmaterials.com)  
[www.apc.us.com](http://www.apc.us.com)

NJR Family Trust  
201 Elm Avenue  
Florence, CO 81226

RE: Florence South Pit, M-1988-093, Mail attempt #2

To whom it may concern,

We are sending another letter complete with signatures and notary from owners to notify you that Fremont Paving and Redi-Mix, Inc. and Oldcastle SW Group, Inc. have entered a merger. This change will not impact you or the way you do business in any significant way. The purpose is simply to help better align the internal divisions of our group with our corporate organization. We aim to continue to provide the same dependability and excellent customer service that you are accustomed to. Following the merger, our new legal identity will be Oldcastle SW Group, Inc operating under the business as United Companies.

As a result of the of the change to our legal entity The State of Colorado, Division of Reclamation, Mining, and Safety ("Division") requires that we attempt to attain new agreements between parties regarding the protection of your structures that are within 200 feet of the proposed disturbed area.

This agreement is a guarantee of protection of the structure for you as the owner. We recognize you may have previously received and signed this but to ensure we take proper steps we are sending out again. Please sign and notarize the enclosed letter and send back to Oldcastle SW Group, Inc. with the addressed envelope. If you are not authorized to sign this, please present it to the proper person who is authorized. If there are any questions, you can contact Sara Weimer at 303-842-7615 or [shaggstrom@apc.us.com](mailto:shaggstrom@apc.us.com).

Sincerely,

Sara Weimer  
EHS  
Oldcastle SW Group, Inc.

An example Structure Agreement which meets the requirements of the Statutes is shown below.

\*\*\*\*\*

### **Structure Agreement**

This letter has been provided to you as the owner of a structure on or within two hundred (200) feet of a proposed mine site. The State of Colorado, Division of Reclamation, Mining and Safety ("Division") requires that where a mining operation will adversely affect the stability of any significant, valuable and permanent man-made structure located within two hundred (200) feet of the affected land, the Applicant shall either:

- a) Provide a notarized agreement between the Applicant and the Person(s) having an interest in the structure, that the Applicant is to provide compensation for any damage to the structure; or
- b) Where such an agreement cannot be reached, the Applicant shall provide an appropriate engineering evaluation that demonstrates that such structure shall not be damaged by activities occurring at the mining operation; or
- c) Where such structure is a utility, the Applicant may supply a notarized letter, on utility letterhead, from the owner(s) of the utility that the mining and reclamation activities, as proposed, will have "no negative effect" on their utility. (*Construction Materials Rule 6.3.12 and Rule 6.4.19 & Hard Rock/Metal Mining Rule 6.3.12 and Rule 6.4.20*)

*The Colorado Mined Land Reclamation Board ("Board") has determined that this form, if properly executed, represents an agreement that complies with Construction Materials Rule 6.3.12(a), Rule 6.4.19(a), and C.R.S. § 34-32.5-115(4)(e) and with Hard Rock/Metal Mining Rule 6.3.12(a), Rule 6.4.20(a), and C.R.S. § 34-32-115(4)(d). This form is for the sole purpose of ensuring compliance with the Rules and Regulations and shall not make the Board or Division a necessary party to any private civil lawsuit to enforce the terms of the agreement or create any enforcement obligations in the Board or the Division.*

**The following structures are located on or within 200 feet of the proposed affected area:**

1. Outstanding and miscellaneous Structures
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_

*(Please list additional structures on a separate page)*

### CERTIFICATION

The Applicant, Oldcastle SW Group, Inc. dba United Companies (print applicant/company name),  
by Brandon Pack (print representative's name), as Region President (print  
representative's title), does hereby certify that NJR Family Trust (structure owner) shall  
be compensated for any damage from the proposed mining operation to the above listed structure(s)  
located on or within 200 feet of the proposed affected area described within Exhibit A, of the Reclamation  
Permit Application for Florence South Pit (operation name),  
File Number M1988 - 093.

*This form has been approved by the Colorado Mined Land Reclamation Board pursuant to its  
authority under the Colorado Land Reclamation Act for the Extraction of Construction Materials and  
the Colorado Mined Land Reclamation Act for Hard Rock, Metal, and Designated Mining Operations.  
Any alteration or modification to this form shall result in voiding this form.*

### NOTARY FOR PERMIT APPLICANT

ACKNOWLEDGED BY:

Applicant BDP Representative Name Brandon Pack

Date 9-12-25 Title Region President

STATE OF Colorado )  
 ) ss.

COUNTY OF Jefferson )

The foregoing was acknowledged before me this 12<sup>th</sup> day of September, 2025, by  
Brandon Pack as President of Oldcastle SW Group, Inc.

Sara Beth Weimer My Commission Expires: January 12, 2027  
Notary Public

SARA BETH WEIMER  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20234001675  
MY COMMISSION EXPIRES JANUARY 12, 2027

**NOTARY FOR STRUCTURE OWNER**

ACKNOWLEDGED BY:

Structure Owner \_\_\_\_\_ Name \_\_\_\_\_

Date \_\_\_\_\_ Title \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_.

Notary Public \_\_\_\_\_ My Commission Expires: \_\_\_\_\_



**FP** <sup>®</sup> US POSTAGE  
\$ 011.60  
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ZIP 80403  
09/12/2025  
034B 0081838956



PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT  
OF THE RETURN ADDRESS, FOLD AT DOTTED LINE

**CERTIFIED MAIL<sup>®</sup>**



9589 0710 5270 0852 7499 18

NJR Family Trust  
201 Elm Avenue  
Florence, CO 81226

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

**1. Article Addressed to:**

NJR Family Trust  
201 Elm Avenue  
Florence, CO 81226



**COMPLETE THIS SECTION ON DELIVERY**

**A. Signature**

**X**

☐ Agent

☐ Addressee

**B. Received by (Printed Name)**

**C. Date of Delivery**

**D. Is delivery address different from item 1? ☐ Yes**  
If YES, enter delivery address below: ☐ No

**3. Service Type**

☒ Adult Signature

☐ Adult Signature Restricted Delivery

☐ Priority Mail Express<sup>®</sup>

☐ Registered Mail<sup>™</sup>

☐ Registered Mail Restricted

ut  
deastle SW Group, Inc.  
N. 44<sup>th</sup> Ave  
, CO 80403



[www.united-gj.com](http://www.united-gj.com)  
[www.fourcornersmaterials.com](http://www.fourcornersmaterials.com)  
[www.apc.us.com](http://www.apc.us.com)

Fremont County  
615 Macon Room 105  
Canon City, CO 81212

RE: Florence South Pit, M-1988-093, Mail attempt #2

To whom it may concern,

We are sending another letter complete with signatures and notary from owners to notify you that Fremont Paving and Redi-Mix, Inc. and Oldcastle SW Group, Inc. have entered a merger. This change will not impact you or the way you do business in any significant way. The purpose is simply to help better align the internal divisions of our group with our corporate organization. We aim to continue to provide the same dependability and excellent customer service that you are accustomed to. Following the merger, our new legal identity will be Oldcastle SW Group, Inc operating under the business as United Companies.

As a result of the of the change to our legal entity The State of Colorado, Division of Reclamation, Mining, and Safety ("Division") requires that we attempt to attain new agreements between parties regarding the protection of your structures that are within 200 feet of the proposed disturbed area.

This agreement is a guarantee of protection of the structure for you as the owner. We recognize you may have previously received and signed this but to ensure we take proper steps we are sending out again. Please sign and notarize the enclosed letter and send back to Oldcastle SW Group, Inc. with the addressed envelope. If you are not authorized to sign this, please present it to the proper person who is authorized. If there are any questions, you can contact Sara Weimer at 303-842-7615 or [shaggstrom@apc.us.com](mailto:shaggstrom@apc.us.com).

Sincerely,

Sara Weimer  
EHS  
Oldcastle SW Group, Inc.

An example Structure Agreement which meets the requirements of the Statutes is shown below.

\*\*\*\*\*

### **Structure Agreement**

This letter has been provided to you as the owner of a structure on or within two hundred (200) feet of a proposed mine site. The State of Colorado, Division of Reclamation, Mining and Safety ("Division") requires that where a mining operation will adversely affect the stability of any significant, valuable and permanent man-made structure located within two hundred (200) feet of the affected land, the Applicant shall either:

- a) Provide a notarized agreement between the Applicant and the Person(s) having an interest in the structure, that the Applicant is to provide compensation for any damage to the structure; or
- b) Where such an agreement cannot be reached, the Applicant shall provide an appropriate engineering evaluation that demonstrates that such structure shall not be damaged by activities occurring at the mining operation; or
- c) Where such structure is a utility, the Applicant may supply a notarized letter, on utility letterhead, from the owner(s) of the utility that the mining and reclamation activities, as proposed, will have "no negative effect" on their utility. (*Construction Materials Rule 6.3.12 and Rule 6.4.19 & Hard Rock/Metal Mining Rule 6.3.12 and Rule 6.4.20*)

*The Colorado Mined Land Reclamation Board ("Board") has determined that this form, if properly executed, represents an agreement that complies with Construction Materials Rule 6.3.12(a), Rule 6.4.19(a), and C.R.S. § 34-32.5-115(4)(e) and with Hard Rock/Metal Mining Rule 6.3.12(a), Rule 6.4.20(a), and C.R.S. § 34-32-115(4)(d). This form is for the sole purpose of ensuring compliance with the Rules and Regulations and shall not make the Board or Division a necessary party to any private civil lawsuit to enforce the terms of the agreement or create any enforcement obligations in the Board or the Division.*

**The following structures are located on or within 200 feet of the proposed affected area:**

1. County Road 79
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_

*(Please list additional structures on a separate page)*



### CERTIFICATION

The Applicant, Oldcastle SW Group, Inc. dba United Companies (print applicant/company name),  
by Brandon Pack (print representative's name), as Region President (print  
representative's title), does hereby certify that Fremont County (structure owner) shall  
be compensated for any damage from the proposed mining operation to the above listed structure(s)  
located on or within 200 feet of the proposed affected area described within Exhibit A, of the Reclamation  
Permit Application for Florence South Pit (operation name),  
File Number M1988 - 093.

*This form has been approved by the Colorado Mined Land Reclamation Board pursuant to its  
authority under the Colorado Land Reclamation Act for the Extraction of Construction Materials and  
the Colorado Mined Land Reclamation Act for Hard Rock, Metal, and Designated Mining Operations.  
Any alteration or modification to this form shall result in voiding this form.*

### NOTARY FOR PERMIT APPLICANT

#### ACKNOWLEDGED BY:

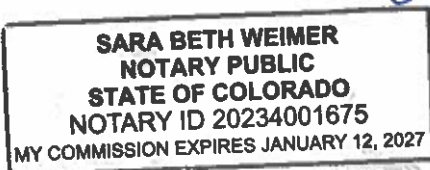
Applicant BRG Representative Name Brandon Pack  
Date 9-12-25 Title Region President

STATE OF Colorado )  
 ) ss.  
COUNTY OF Jefferson )

The foregoing was acknowledged before me this 12<sup>th</sup> day of September, 2025, by  
Brandon Pack as President of Oldcastle SW Group, Inc

Sara Beth Weimer  
Notary Public

My Commission Expires: January 12, 2027



**NOTARY FOR STRUCTURE OWNER**

ACKNOWLEDGED BY:

Structure Owner \_\_\_\_\_ Name \_\_\_\_\_

Date \_\_\_\_\_ Title \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by  
\_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public My Commission Expires: \_\_\_\_\_

J. Warner  
APC/Oldcastle SW Group, Inc.  
14802 W. 44th Ave  
Golden, CO 80403

FP<sup>®</sup> US POSTAGE

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First-Class - DM

ZIP 80403

09/12/2025

034B 0081838956



Fremont County  
615 Macon Room 105  
Canon City, CO 81212

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT  
OF THE RETURN ADDRESS. FOLD AT DOTTED LINE

CERTIFIED MAIL<sup>®</sup>



9589 0710 5270 0852 7499 25

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Fremont County  
615 Macon Room 105  
Canon City, CO 81212



9590 9402 9264 4295 5314 44

2. Article Number (Transfer from service label)

9589 0710 5270 0852 7499 25

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

- ☐ Agent  
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

- D. Is delivery address different from item 1? ☐ Yes  
If YES, enter delivery address below: ☐ No

3. Service Type

- ☒ Adult Signature  
☐ Adult Signature Restricted Delivery  
☒ Certified Mail<sup>®</sup>  
☐ Certified Mail Restricted Delivery  
☐ Collect on Delivery  
☐ Collect on Delivery Restricted Delivery  
☐ Insured Mail  
☐ Insured Mail Restricted Delivery (over \$500)

- ☐ Priority Mail Express<sup>®</sup>  
☐ Registered Mail<sup>™</sup>  
☐ Registered Mail Restricted Delivery  
☒ Signature Confirmation<sup>™</sup>  
☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt



2. Article Number (Transfer from service label)  
7022 0410 0001 2407 9337

9590 9402 6507 0346 4877 78

NJR Family Trust  
201 Elm Avenue  
Flomenc, CO 81220

1. Article Addressed to:
- Complete items 1, 2, and 3.
  - Print your name and address on the reverse so that we can return the card to you.
  - Attach this card to the back of the mailpiece, or on the front if space permits.

SENDER: COMPLETE THIS SECTION

3. Service Type
- ☐ Adult Signature Restricted Delivery
  - ☐ Certified Mail®
  - ☐ Collect on Delivery
  - ☐ Insured Mail (over \$500)
  - ☐ Registered Mail™
  - ☐ Registered Mail Restricted Delivery
  - ☐ Signature Confirmation™
  - ☐ Signature Confirmation™ Delivery
  - ☐ Signature Confirmation™ Restricted Delivery
  - ☐ Priority Mail Express®

- D. Is delivery address different from item 1? ☐ Yes ☐ No
- If YES, enter delivery address below:
- B. Received by (Printed Name) *NOV 29 2021*
- C. Date of Delivery

- A. Signature *[Signature]*
- X ☐ Agent ☐ Addressee

COMPLETE THIS SECTION ON DELIVERY

2. Article Number (Transfer from service label)  
022 0410 0001 2407 9344

9590 9402 6507 0346 4877 61

BNSF Railway Co.  
Attn: CP&D  
2650 Lou Monk Dr M082  
H. Worth, TX 76131-2830

1. Article Addressed to:
- Complete items 1, 2, and 3.
  - Print your name and address on the reverse so that we can return the card to you.
  - Attach this card to the back of the mailpiece, or on the front if space permits.

SENDER: COMPLETE THIS SECTION

3. Service Type
- ☐ Adult Signature Restricted Delivery
  - ☐ Certified Mail®
  - ☐ Collect on Delivery
  - ☐ Insured Mail (over \$500)
  - ☐ Registered Mail™
  - ☐ Registered Mail Restricted Delivery
  - ☐ Signature Confirmation™
  - ☐ Signature Confirmation™ Delivery
  - ☐ Signature Confirmation™ Restricted Delivery
  - ☐ Priority Mail Express®

- D. Is delivery address different from item 1? ☐ Yes ☐ No
- If YES, enter delivery address below:
- B. Received by (Printed Name) *Tom V.*
- C. Date of Delivery *11-18*

- A. Signature *[Signature]*
- X ☐ Agent ☐ Addressee

COMPLETE THIS SECTION ON DELIVERY

2. Article Number (Transfer from service label)  
7022 0410 0001 2407 9320

9590 9402 6507 0346 4877 85

Fremont County  
615 Main, Room 105  
Canon City, CO 81212

1. Article Addressed to:
- Complete items 1, 2, and 3.
  - Print your name and address on the reverse so that we can return the card to you.
  - Attach this card to the back of the mailpiece, or on the front if space permits.

SENDER: COMPLETE THIS SECTION

3. Service Type
- ☐ Adult Signature Restricted Delivery
  - ☐ Certified Mail®
  - ☐ Collect on Delivery
  - ☐ Insured Mail (over \$500)
  - ☐ Registered Mail™
  - ☐ Registered Mail Restricted Delivery
  - ☐ Signature Confirmation™
  - ☐ Signature Confirmation™ Delivery
  - ☐ Signature Confirmation™ Restricted Delivery
  - ☐ Priority Mail Express®

- D. Is delivery address different from item 1? ☐ Yes ☒ No
- If YES, enter delivery address below:
- B. Received by (Printed Name) *Kathy Lutz*
- C. Date of Delivery *11-18-2021*

- A. Signature *[Signature]*
- X ☐ Agent ☒ Addressee

COMPLETE THIS SECTION ON DELIVERY