

STATE OF
COLORADO

Eschberger - DNR, Amy <amy.eschberger@state.co.us>

Status of Required Corrective Actions / Buffalo No 1 / M-1978-011

Jason McGraw <jason.mcgraw@generalshale.com>

Thu, Sep 25, 2025 at 9:29 AM

To: "Eschberger - DNR, Amy" <amy.eschberger@state.co.us>

Cc: David Garrett <david.garrett@generalshale.com>, Houston Walker <Houston.Walker@generalshale.com>, "Means - DNR, Russ" <russ.means@state.co.us>, Jeff Fugate <Jeff.Fugate@coag.gov>

Hello Amy,

Attached is the letter with the landowner's name Nickolas Karpinecz.

We can make either date work for us. I would prefer Wednesday, if possible, but can make Monday work. If we could also conduct the meeting closer to 1 pm or 2 pm mountain time because my corporate is in Tennessee and they are 2 hours ahead of us.

Best Regards,

Jason E. McGraw

Mine Supervisor

General Shale | www.generalshale.com

1845 W. Dartmouth Ave.

Denver, CO. 80110

P (303) 783-3058 | C (303) 435.3279 | F (303) 783-2992

jason.mcgraw@generalshale.com

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From: Eschberger - DNR, Amy <amy.eschberger@state.co.us>**Sent:** Wednesday, September 24, 2025 4:02 PM**To:** Jason McGraw <jason.mcgraw@generalshale.com>**Cc:** David Garrett <david.garrett@generalshale.com>; Houston Walker <Houston.Walker@generalshale.com>; Means - DNR, Russ <russ.means@state.co.us>; Jeff Fugate <Jeff.Fugate@coag.gov>**Subject:** Re: Status of Required Corrective Actions / Buffalo No 1 / M-1978-011

*** E-mail from an external source ***

Hi Jason,

I appreciate you providing these documents for the ROE problem. Can you please send us a copy of the letter that was sent to the landowner as well? I'm assuming the letter you sent will include the name of the landowner. If not, please confirm the current landowner's name. Once you send over this additional information, I will get the ROE problem abated.

I would be happy to meet with you to discuss the amendment. I will need to check with Russ and Jeff to see if they want to participate in that, and if so, which dates work best for them. But I could meet any time between 1:30pm-4:30pm on Monday (9/29) or any time between 1:00pm-4:30pm on Wednesday (10/1). I could potentially have some availability Tuesday (9/30) morning, but would prefer one of the other two days I mentioned if at all possible.

Best Regards,

Amy Eschberger

Senior Environmental Protection Specialist

[Redacted signature]

[Quoted text hidden]

[Quoted text hidden]



Buffalo Mine Section 4 Phase IV ROE Letter and Acknowledgment to Landowner Nickolas Karpinecz.pdf
664K

General Shale

 wienerberger

3015 Bristol Highway
Johnson City, Tennessee 37601
(423) 282-4661

September 8, 2025

VIA USPS CERTIFIED MAIL,
RETURN RECEIPT REQUESTED
AND E-MAIL

Nickolas Karpinecz
35951 Private Road 73
Kiowa, CO 80117
dcpw@yahoo.com

Re: Right of Entry for Mining and Reclamation

Dear Mr. Karpinecz:

I write to you on behalf of General Shale Brick, Inc. ("General Shale"), a Delaware corporation, whose principal office is located in Johnson City, Tennessee. As you may know, General Shale is one of the largest brick, stone, and concrete block manufacturers in North America, supplying a wide variety of masonry materials and other building solutions for residential, commercial, and specialty architectural projects throughout the United States and Canada. Although our company dates back nearly a century, today, General Shale operates 14 manufacturing locations, in addition to a network of 25 General Shale-branded retail showrooms and over 200 affiliated distributors.

In or around 2007, General Shale acquired and merged with Robinson Brick Company ("Robinson"), a Colorado corporation, which similarly manufactured brick products. In 1987, Robinson leased certain real property from Liberty Land and Cattle Co., a Colorado entity, by agreement dated April 30, 1987 (the "Lease"), which was recorded at Book 405, Page 869 in the office of the Elbert County Recorder on May 4, 1987 (enclosed herewith for your convenience). The real property under the Lease, situated in the County of Elbert, State of Colorado, is as follows:

South half of South half (S1/2 S1/2) of Section four (4)
and the Northwest Quarter of the Southwest Quarter
(NW1/4 SW1/4) of Section four (4) all in Township eight
south (T82), Range sixty-two West (R62W), Sixth P.M.,
County of Elbert, State of Colorado.

Under the Lease, Robinson was permitted to mine and remove clay minerals from the real property for the purposes of its brickmaking operation. Robinson subsequently received approval from the State of Colorado's Department of Natural Resources (the "Department") to mine the property, and the Department issued a mining permit to Robinson (the "Permit") reflecting the same. When General Shale acquired and merged with Robinson in approximately 2007, it became the lawful holder of Robinson's rights under both the Lease and the Permit.

It is General Shale's understanding that you acquired the real property located at 35951 Private Rd. 73, Kiowa, CO 80117 and more particularly described as Section 4, Township 8, Range 622 E2 SE4 (the "Residence") on or around March 3, 2025. General Shale is of the opinion that your Residence may sit upon the real property subject to the Lease and covered by General Shale's Permit. Although General Shale is currently operating on property some distance away from your Residence under the same permit covering your property, it currently has no intention of mining the parcel of property your Residence sits on. Nevertheless, the Department requires the permit holder to provide proof that the landowner is aware of the permit holder's rights as it relates to the property.

Again, General Shale is not currently mining the property directly affecting your Residence. However, there will come a time when the Department will require General Shale to remediate any portions of the real property under its Permit, which may include areas near or about your Residence. This process is called Mining Reclamation. As an example, General Shale may be required to fill any pits on the property, regrade any slopes, or replant grass or other vegetation in order to return the property to its natural state. When that time comes, General Shale will give you notice of its plans in advance, if requested, and will make every effort to minimize any nuisance or other disturbance to you or your Residence during the process.

At this time, we are not requesting any action on your part. It is only our intent to demonstrate to the Department that we have made you aware of the foregoing. Accordingly, I am enclosing with this letter an Acknowledgment of Landowner, which we intend to provide to the Department indicating the following:

- That you are the owner of the property located at 35951 Private Rd 73, Kiowa, CO 80117;
- That you understand that, through the Lease and Permit, General Shale has a right and obligation to enter the property at a future time for purposes of the Mining Reclamation; and
- Your contact information.

Please fill out the Acknowledgment and return it to me using the enclosed self-addressed, postage pre-paid envelope. Should you have any hesitation regarding executing the enclosed Acknowledgment, please seek the advice of legal counsel. Alternatively, while I am not legally authorized to give you any legal advice regarding your rights in this matter, I am more than happy to address any questions I can legally answer regarding the directives we have received from the Department or provide you with contact information for the Department's personnel handling this matter should you want to verify any of the information I have provided. Please do not hesitate to reach out should you have any questions now or in the future. I can be reached by phone at (423) 930-3016 or by e-mail at david.garrett@generalshale.com.

Sincerely,



David C. Garrett, Jr.
In-House Counsel
General Shale Brick, Inc.

273909 MAY 1987
Reception No. 273909 Date
Elbert County Recorder
By *Daily Book* At 10:32 AM
LEASE

800 435 869

THIS AGREEMENT made and entered into this 30th day of April, 1987 by and between Liberty Land and Cattle Co., a Colorado Joint Venture, hereinafter referred to as Lessor, and Robinson Brick Company, a Colorado corporation with offices at 1845 West Dartmouth, Denver, Colorado, hereinafter referred to as Lessee,

W I T N E S S E T H :

1. Description of Property - Grant of Lease. Lessor in consideration of Ten (\$10.00) Dollars and other considerations not mentioned including but not limited to: (1) The release of a clay lease by Lessee on other lands owned by Lessor, (2) Lessor's assurance that it, its managing partner and joint venturers individually and their grantees and assigns will cooperate with and not object to Lessee obtaining permits to explore, mine, and remove clay from Section 4, Township 8 South, Range 62 West, 6th PM., and Sections 27, 28, and 34, Township 7 South, Range 62 West, 6th P.M., all in Elbert County Colorado, whether required by county, state and/or federal governments; and, the covenants to be performed by the Lessee, the receipt of which is hereby acknowledged, does hereby lease and demise unto Lessee the following described real estate situate in the County of Elbert, State of Colorado, to wit:

South half of the South half (S1/2
S1/2) of Section four (4) and the
Northwest Quarter of the Southwest
Quarter (NW1/4 SW1/4) of Section

four (4) all in Township eight south (T8S), Range sixty-two West (R62W), Sixth P.M., County of Elbert, State of Colorado.

2. Term of Lease. The term of this Lease shall be a period of ten (10) years from the date hereof, hereinafter called the Primary Term, and as long thereafter as mining activity is maintained, including but not limited to prospecting, investigating and exploring, excavating, producing and removing clay, or clay derivatives and subsoil from the real property above-described.

3. Fee Simple Title. Lessor represents and warrants that it has fee simple title to the real property and the right and power to lease the same.

4. Possession, Purpose and Control of Property. Lessee shall have the right to immediately hold and use the real estate above-described for the purpose of prospecting, investigating and exploring for, producing, excavating and mining and removing clay, clay derivatives and subsoil therefrom, and shall have all rights, privileges and easements necessary or convenient for carrying on said operations or any of them.

5. Annual Rental and Royalties. Lessor specifically waives any and all rentals and/or royalties from Lessee under this Lease by reason of other considerations granted and conveyed to Lessor by Lessee.

6. Acts Beyond Control of Lessee. Whenever, as a result of fire, flood, windstorms, Acts of God, strike or other labor difficulty, rules and regulations of any federal, state or

other governmental agency under asserted authority, inability to secure men, material or transportation, or any other cause reasonably beyond Lessee's control, Lessee shall be prevented from performing any term or condition of this Lease, Lessee shall not be liable in damages or for forfeiture of this Lease, and its obligations hereunder shall be suspended so long as such cause persists whether during the Primary Term or thereafter.

7. Change of Ownership. No change of ownership of the real property shall be binding upon Lessee unless and until written notice and proof thereof satisfactory to Lessee shall be submitted to it.

8. Assignment of Lease and Surrender. Lessee shall have the right to assign this Lease in whole or in part at any time and from time to time.

9. Notices. All written notices shall be sent by certified mail at such addresses as the parties may from time to time designate in writing.

10. Injuries Occurring on the Real Property. During the term hereof, Lessee shall assume all responsibility for injury to its employees or other persons on the real property resulting from Lessee's operations thereon, and shall provide and maintain adequate Workman's Compensation and liability insurance.

11. Cattle Guards. Lessee shall have the right to install cattle guards and/or gates wherever necessary.

12. Personal Property and Improvements. In the event of the termination of the Lease for any cause whatsoever, Lessor

shall not have any right to claim or hold any personal property or improvements placed or erected on the real property by Lessee if Lessee removes said personal property and improvements from the real property within 90 days after expiration of the term of this Lease.

13. Rights-of Way. During the term of this Lease, Lessee shall have such rights-of-way over the land of Lessor as may be necessary and convenient to the removal and transportation of the clay, clay derivatives and subsoil from the leased premises to the county road or highway.

14. Operations Requirements. Lessee shall conduct all operations on said leased property including reclamation operations consistent with sound and workmanlike mining practices and fully comply with all applicable statutes, regulations and local ordinances covering reclamation and restoration of the subject premises. Lessee may enter said premises after the termination of this Lease for the purpose of reclamation consistent with directives of governmental agencies.

15. Record. Lessee shall keep accurate records of the amounts and kinds of clay, clay derivatives and subsoil removed from the leased premises.

16. Prior Lease. Lessor and Lessee specifically agree that this Lease supersedes that certain Exploration Agreement Clay Mining Lease from Archie K. Lyttle and Mabel Lyttle to the Robinson Brick and Title Company, dated November 4, 1957, and recorded in Book 235 at Page 299 under reception No. 163163, and

upon the execution of this Lease, no annual rental payments or royalties are due Lessor from Lessee.

17. Benefit. This Lease shall bind and inure to the benefit of the parties hereto and their successors, trustees, legal representatives and assigns.

IN WITNESS WHEREOF, this instrument is executed on the day first above written.

LIBERTY LAND AND CATTLE CO.,
A Colorado Joint Venture

By:

Its:

ROBINSON BRICK COMPANY,
A Colorado Corporation

By:

Its:

ATTEST:

Rebecca D. Deaton
Secretary

STATE OF COLORADO)

COUNTY OF Apache)

SS.

The foregoing instrument was acknowledged before me this 16th day of April, 1987, by Dennis Niewoehner, Joint Venturer and Managing Partner, Liberty Land and Cattle Co., a Colorado Joint Venture.

WITNESS MY HAND AND OFFICIAL SEAL

My Commission Expires: 7-11-90

Minerva K. Arora
Notary Public

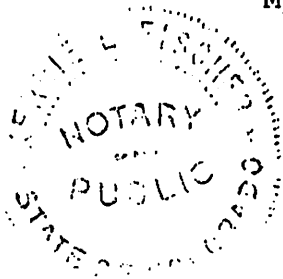
Address: 6318 S. Liddell Ave
Englewood, CO 80111

STATE OF COLORADO)
)
 City & COUNTY OF Denver) ss.

The foregoing instrument was acknowledged before me this 30th day of April, 1987, by F. George Robinson, Jr., President, and Belmore T. Martin, Secretary of Robinson Brick Company, a Colorado Corporation.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires: 3-10-91



Kennie L. Fischer
 Notary Public
 Address: 5000 W. 10th Pl.
Denver CO 80219

I declare, under penalty of perjury under the law of Colorado, that the following is true and correct:

1. My name is Nickolas Karpinecz.
2. I am a current resident of Kiowa, Colorado.
3. I am the current owner of the property generally described as 35951 Private Rd 73, Kiowa, CO 80117 and whose legal description is summarized as Section 4, Township 8, Range 62 E2 SE4 as recorded in the Elbert County Assessor's Office at Book 850, Page 272.
4. The purpose of this Acknowledgment of Landowner is to verify that General Shale Brick, Inc. has contacted me regarding its mining permit covering portions of my property.
5. I understand that General Shale is legally authorized to perform certain mining reclamation activities on the above-described property, and I have no objection to the same.
6. No one on General Shale's behalf has given me legal advice regarding any of my statements in this document, and I was given the opportunity to seek legal counsel prior to executing this form.

Executed this _____ (Date)

_____ (Your Address)

_____ (Printed Name)

_____ (Signature)

_____ (Phone Number)