

SITE-SPECIFIC QUALITY ASSURANCE & QUALITY CONTROL AUDIT



Permit Closure Type – Final

PERMIT CLOSURE REPORT – DESIGNATION LAND USE CHANGE

Location ID: 330773

Location Name: NELSON-63N67W/32NESW

Report Date

10 Feb 2024

Soil Sage has conducted a thorough data audit as part of our Quality Assurance and Quality Control (QA/QC) protocols. The audit revealed this site has gone through a land use change.

Quality Assurance & Quality Control Audit

Auditor	Soil Sage
Audit Date	12 Jan 2024

Audit Methodology

The following source materials were consulted during the QA and QC audit process:

- ✓ Site Permit Closures provided by CIVITAS Resources
- ✓ Colorado Oil & Gas Information System – COGIS Database
- ✓ On-site Evaluation and Proprietary Soil Sage Drone Imagery data collection
- ✓ Review of legacy imagery for site location and facility parameters
- ✓ Natural Resources Conservation Service (NRCS) Map Unit Description
- ✓ Hydrology Map

All pertinent data, imagery, and materials are included at the end of this report.

Site Description

Name	NELSON-63N67W/32NESW		
Location ID	330773		
Operator / #	CRESTONE PEAK RESOURCES OPERATING LLC / 10633		
Field	WATTENBERG / 90750		
County, State	Weld, CO		
Lat/Long	40.180626 / -104.916504		
	<input checked="" type="checkbox"/>	Planned Location	As Drilled
Facility Status	CL	Location	NESW 32 3N67W
Facility Status Date	03/01/2019	Access Road	Oil & Gas Access
Facility Entities	<input checked="" type="checkbox"/>	Tank Battery (Off-Site)	Pits
	<input checked="" type="checkbox"/>	Wells	<input checked="" type="checkbox"/> Off-Location Flowlines (Form 44)
		Domestic Taps	<input checked="" type="checkbox"/> On-Location Flowlines (Form 42)
Equipment Remaining on Site	<input checked="" type="checkbox"/>	None	Debris or Non-Oil & Gas
		List of Equipment:	
Environment Incidents & Remediation	<input checked="" type="checkbox"/>	None	Spill or Release (Form 19)
		Remediation (Form 27/27A)	
Inspection Corrective Actions (CA)s	No Corrective Actions (CA)s were detected during the QA & QC Audit.		
	Complete ECMC Inspection Search Results: Link		
Sundry Notice (Form 4)	<p>Form 4 Doc # & Date: 402841559 & 01/10/2023</p> <ul style="list-style-type: none"> ○ Purpose: Final reclamation complete, site ready for inspection. Per Rule 1004.c(4) describe final reclamation procedure in Comments below or provide as an attachment. The former production facility is permitted separately (Loc. ID 470236). All surface disturbance associated with Location ID 330773 was reclaimed in 2019 and has recently been superseded by gravel mining operations. The land is currently owned by LG Everist Inc. and the former well pad is within the active mining area, where the surface owner is managing environmental compliance and public health and safety under the Mineral Rules and Regulations of the Colorado Mined Land Reclamation Board. Please see the attached report for details on the completed reclamation assessment and photo documentation. This form is being submitted to document the supersedence of reclamation efforts by gravel mining operations and request closure 		

	<p>of Location ID 330773 with the COGCC.</p> <ul style="list-style-type: none"> ○ ECMC Approval Date & Signee: 01/10/2023 by Chris Binschus ○ Attachments: OTHER Doc #402841563
On Location Flowlines (Form 42)	Form 42s were detected during the QA & QC Audit. See individual scout card data for details.
Off-Location Flowlines (Form 44)	<p>Form 44 Doc # & Date: 402284606 & 03/17/2020</p> <ul style="list-style-type: none"> ○ Purpose: Abandonment Verification ○ Abandonment Date: 07/23/2019 ○ ECMC Approval Date & Signee: 03/17/2020 by Jeff Robbins ○ Operator Comments: Flowline was disconnected from wellhead and from separator. Both ends plugged below ground. Flowline was flushed with 25bbls fresh water prior to plugging. Flowline was verified free of hydro carbons with LEL monitor. Flowline was cut below ground level. Flowline was capped on both ends with 120lbs of slurry per state NTO, then backfilled on both ends. Flowline was abandoned in place. Nelson 23-32 Operator Flowline ID: 12319599_FL Flowline Abandonment <p>Flowline Facility Information</p> <ul style="list-style-type: none"> ○ ECMC Flowline ID: 470237 ○ Operator Flowline ID: 12319599_FL ○ Status & Date: AC & 10/24/2023 ○ Flowline Type: Wellhead Line ○ Type of Fluids Transported: Multiphase ○ Start Point Location ID: 330773 ○ Start Point Riser Lat/Long: 40.180698 / -104.916019 (NELSON #23-32 Well) ○ Equipment at Start Point: Well ○ End Point Location ID: 470236 ○ End Point Riser Lat/Long: 40.180718 / -104.917986 (NELSON-3N67W-Facility /32NESW Production Facilities) ○ Equipment at End Point Riser: Separator
Field Inspection Form (Form INSP)	<p>Form INSP Doc # & Date: 674004501 & 10/27/2016</p> <ul style="list-style-type: none"> ○ Status Summary: No Follow Up Inspection Required ○ Inspected Facilities: NELSON 23-32 Well ○ Inspection Status: PR

	<ul style="list-style-type: none"> ○ Inspection Date & Inspector: 10/20/2016 by Craig Carlile ○ Comments: Routine inspection.
COGIS Tank Facilities Information (Scout Card)	No Tank Battery documents were detected during this QA/QC Audit. However, the Tank Battery is located at Location ID 470236 and referenced in Form 44 Doc # 402284606 . This is a shared tank battery with one other well, Owens Brothers #13-32 (API # 05-123-19552).
COGIS Well Information (Scout Card)	<p>Well Name: NELSON #23-32</p> <p>API#: 05-123-19599</p> <p>FACILITY ID: 251795</p> <ul style="list-style-type: none"> ○ Status & Date: PA & 02/28/2019 ○ Lat/Long As Drilled: 40.180695 / -104.916019 ○ Form 6 Doc # & Date: 401988858 & 09/16/2019 ○ Form 42 Doc # & Date: 401939830 & 02/14/2019 <p>Purpose: START OF PLUGGING OPERATIONS - 48-hour notice required. Date: 02/18/2019</p>

ECMC Abbreviations: [Location & Facility Status Codes](#), [Inspection Types & Statuses](#) and [ECMC Help](#).

Audit Key Findings – Designation Land Use Observations

PREVIOUS LAND USE	CURRENT LAND USE
Reference Imagery for Infrastructure: DRCOG 2014	Remotely Sensed Imagery: 07 Feb 2024
Designation: Oil & Gas Facility	Designation: Gravel Pit

The following imagery sources were reviewed during this audit:

EarthExplorer, DRCOG 2002 - 2014, NAIP Imagery 2011, 2013, 2015, 2017, 2019, 2021, ESRI Maxar and Remotely Sensed Imagery Sep 2022

Closure Information

[330773](#) NELSON-63N67W/32NESW Location is located in Weld County, Colorado near the intersection of Highway 15 and Highway 26. This location has undergone a Land Use Change from Oil & Gas to a Gravel Pit. There is one plugged and abandoned well (NELSON #23-32 API # [05-123-19599](#)). There is an Off-Location Flowline between this well and the Off-Site Tank Battery (Facility ID [476500](#)) is located at Location ID [470236](#) (Flowline ID [470237](#)).

Nelson #23-32 well (API # [05-123-19599](#)) was plugged and abandoned on February 18th, 2019. The access road was reclaimed at this time. The related production facility, Location ID [470236](#), was closed and reclaimed within the same timeframe.

The [Report for M-1996-052, Firestone Gravel Resource](#) provides information on active, on-going extraction operations and mining maps that show the extent of the mining disturbance. The oil and gas disturbance associated with this well, Nelson #23-32 (API # [05-123-19599](#)), and its production facilities, Location ID [470236](#), is not present. Refer to the Final Reclamation Agreement LG Everist 8 12 2022 document in the attachment section.

Soil Sage drone imagery confirms that no equipment was left on site at this location after reclamation activities occurred.

Summary Acreage Table

Description	Acres
Historic Disturbance Extent	0.25
Access Roads	0.16
Flowline	Not Included
Tank Battery	Off-Site (Loc ID 470236)
Well Pad	0.09

Cardinal Photos

Site Investigation and Photos Date

07 Feb 2024

Cardinal directional photos of the site.



In View – Well, Access Road, Flowline

NORTH – 40.180252 / -104.916082



In View – Well, Access Road, Flowline

EAST – 40.180712 / -104.916595



In View – Well, Access Road, Flowline

SOUTH – 40.181057 / -104.915992



In View – Well, Access Road, Flowline

WEST – 40.180728 / -104.915613



In View – Well, Tank Battery, Access Road, Flowline

WEST – 40.180726 / -104.915610



In View – Tank Battery, Flowlines

NORTH – 40.180308 / -104.91801



In View – Tank Battery, Flowlines

NORTH – 40.180514 / -104.918043



In View – Well Nelson #23-32 (API # [05-123-19599](#)), Tank Battery, Flowlines

EAST – 40.180895 / -104.918584



In View – Well Nelson #23-32 (API # [05-123-19599](#)), Tank Battery, Flowlines

SOUTHEAST – 40.181198 / -104.918093



In View – Well Nelson #23-32 (API # [05-123-19599](#)), Tank Battery, Flowlines

SOUTH – 40.181196 / -104.918100



In View – Well Nelson #23-32 (API # [05-123-19599](#)), Tank Battery, Flowlines

SOUTH – 40.181204 / -104.917999



In View – Tank Battery, Flowlines

SOUTHWEST – 40.181150 / -104.917856



In View – Tank Battery, Flowlines

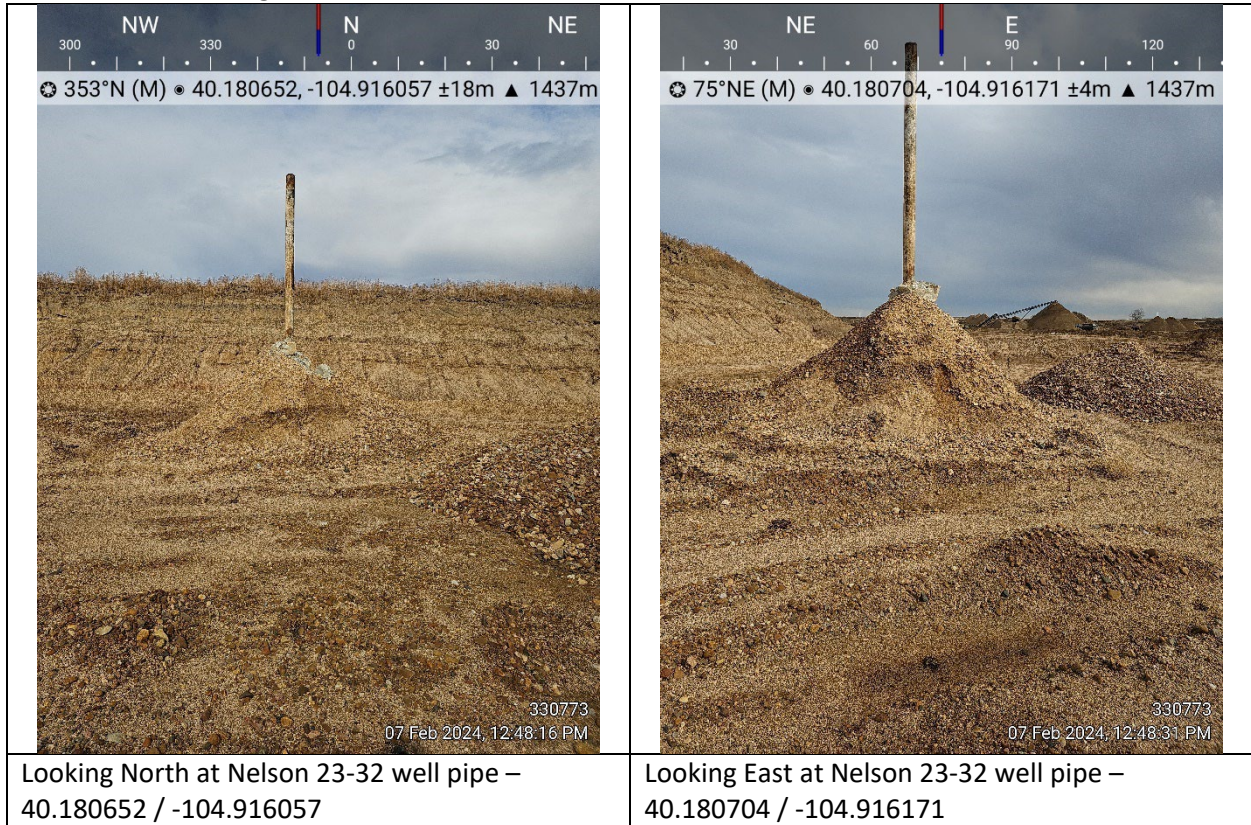
WEST – 40.180859 / -104.917491

Well – Ground Photos

Site Investigation and Photos Date

07 Feb 2024

Handheld photos taken from Nelson 23-32 wellhead, where well pipe remains and mining efforts have extracted surrounding soil.





Looking South at Nelson 23-32 well pipe –
40.180817 / -104.916063



Looking West at Nelson 23-32 well pipe –
40.180739 / -104.915961

Tank Battery – Ground Photos

Site Investigation and Photos Date

07 Feb 2024

Handheld photos of Nelson Production Facilities.





Looking South at tank battery and separator location – 40.180890 / -104.918019



Looking West at tank battery and separator location – 40.180877 / -104.918028



Overview at tank battery and separator location – 40.180879 / -104.918022

ATTACHMENTS

Maps and Figures

Area Maps

Post-Plugging Overview

Pre-Plugging Overview

Pre-Infrastructure Overview

Hydrology – (2 CCR 404-1 – 303.b.3.G pg.34)

Mining Boundary Overview

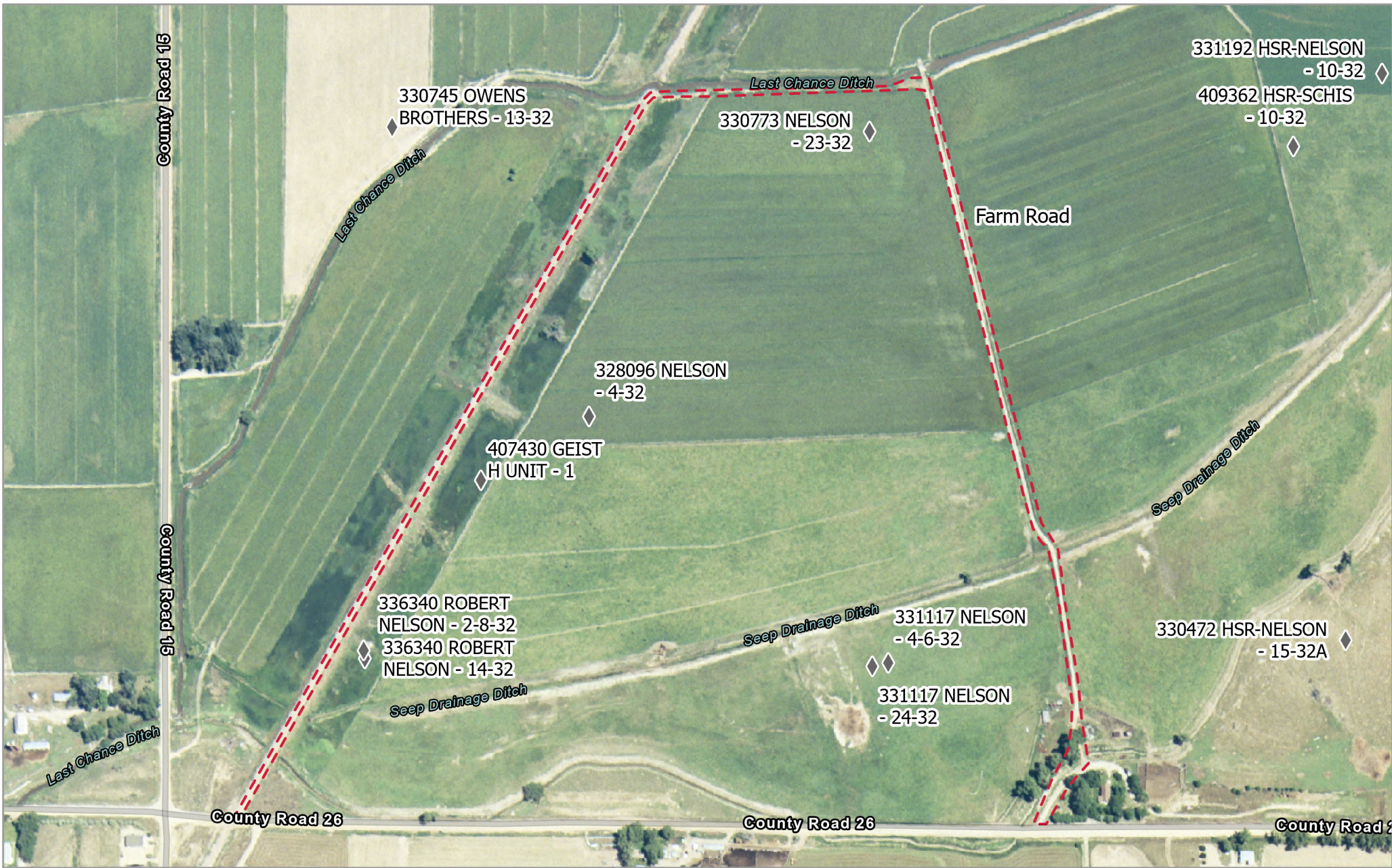
Background Information

Natural Resources Conservation Service (NRCS) Map Unit Description

Reference Soil Document

Crestone Peak Resource Document – Final Reclamation Agreement dated 1 Aug 2022

Final Reclamation Agreement LG Everist 8 12 2022 - with supporting documentation from L.G. Everist, Inc. Firestone Gravel Resources – DRMS Permit # M-1996-052



CIV - 330773 - Nelson #23-32
Map Extent - Pre-Infrastructure
Road Overview

Imagery: USGS
 Imagery Date: 11 Jun 1991
 Map Date: 09 Feb 2024
 Datum: WGS 1984 UTM Zone 13N
 POC: Soil Sage

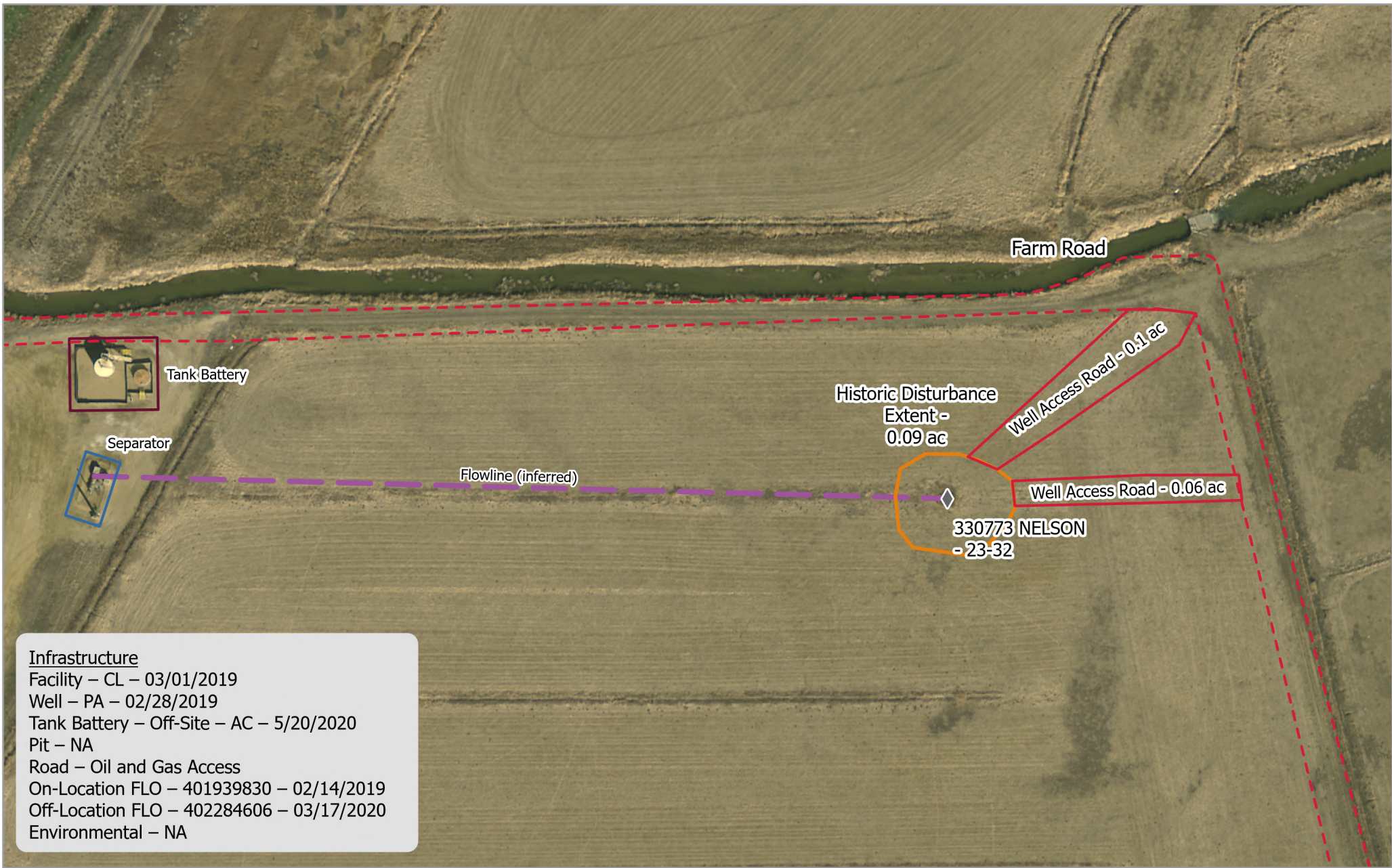
Legend

- ◆ Wells

0 100 200 Meters

Scale: 1:4,500

Service Credits - Esri Community Maps
 Contributors, © OpenStreetMap, Microsoft,
 Esri, TomTom, Garmin, SafeGraph,
 GeoTechnology, Inc., METRANSA, USGS,
 EPA, NPS, US Census Bureau, USDA,
 USFWS, Maxar



Infrastructure
 Facility – CL – 03/01/2019
 Well – PA – 02/28/2019
 Tank Battery – Off-Site – AC – 5/20/2020
 Pit – NA
 Road – Oil and Gas Access
 On-Location FLO – 401939830 – 02/14/2019
 Off-Location FLO – 402284606 – 03/17/2020
 Environmental – NA

CIV - 330773 - Nelson #23-32
Map Extent - Pre-Plugging Overview

Imagery: DRCOG
 Imagery Date: 13 Mar 2014
 Map Date: 09 Feb 2024
 Datum: WGS 1984 UTM Zone 13N
 POC: Soil Sage

Legend

◆ Wells	□ Access Road
— Flowline	□ Separator
□ Historic Disturbance Extent	□ Tank Battery

0 25 50 Meters

Total Disturbance: 0.25 Acres
 Scale: 1:1,000

Pad Location:
 40.180626
 -104.916504

N



Service Credits - Maxar, Microsoft



Infrastructure
 Facility – CL – 03/01/2019
 Well – PA – 02/28/2019
 Tank Battery – Off-Site – AC – 5/20/2020
 Pit – NA
 Road – Oil and Gas Access
 On-Location FLO – 401939830 – 02/14/2019
 Off-Location FLO – 402284606 – 03/17/2020
 Environmental – NA

CIV - 330773 - Nelson #23-32
Map Extent - Post-Plugging Overview

Imagery: RS Orthomosaic & DSM
 Imagery Date: 07 Feb 2024
 Map Date: 12 Feb 2024
 Datum: WGS 1984 UTM Zone 13N
 POC: Soil Sage

Legend

- ◆ Wells
- Access Road
- 📷 Photo Points
- Separator
- Flowline
- Tank Battery
- ▭ Historic Disturbance Extent

0 25 50 Meters

Total Disturbance: Pad Location:
 0.25 Acres 40.180626
 Scale: 1:1,000 -104.916504

N



Service Credits - Maxar, Microsoft



Infrastructure
 Facility – CL – 03/01/2019
 Well – PA – 02/28/2019
 Tank Battery – Off-Site – AC – 5/20/2020
 Pit – NA
 Road – Oil and Gas Access
 On-Location FLO – 401939830 – 02/14/2019
 Off-Location FLO – 402284606 – 03/17/2020
 Environmental – NA

CIV - 330773 - Nelson #23-32
Map Extent - Hydrology

Imagery: RS Orthomosaic & DSM
 Imagery Date: 07 Feb 2024
 Map Date: 09 Feb 2024
 Datum: WGS 1984 UTM Zone 13N
 POC: Soil Sage

◆ Wells	Stream Order
— Flowline	— 1
— Historic Disturbance Extent	— 2
— Access Road	— 3
— Separator	— 4
— Tank Battery	

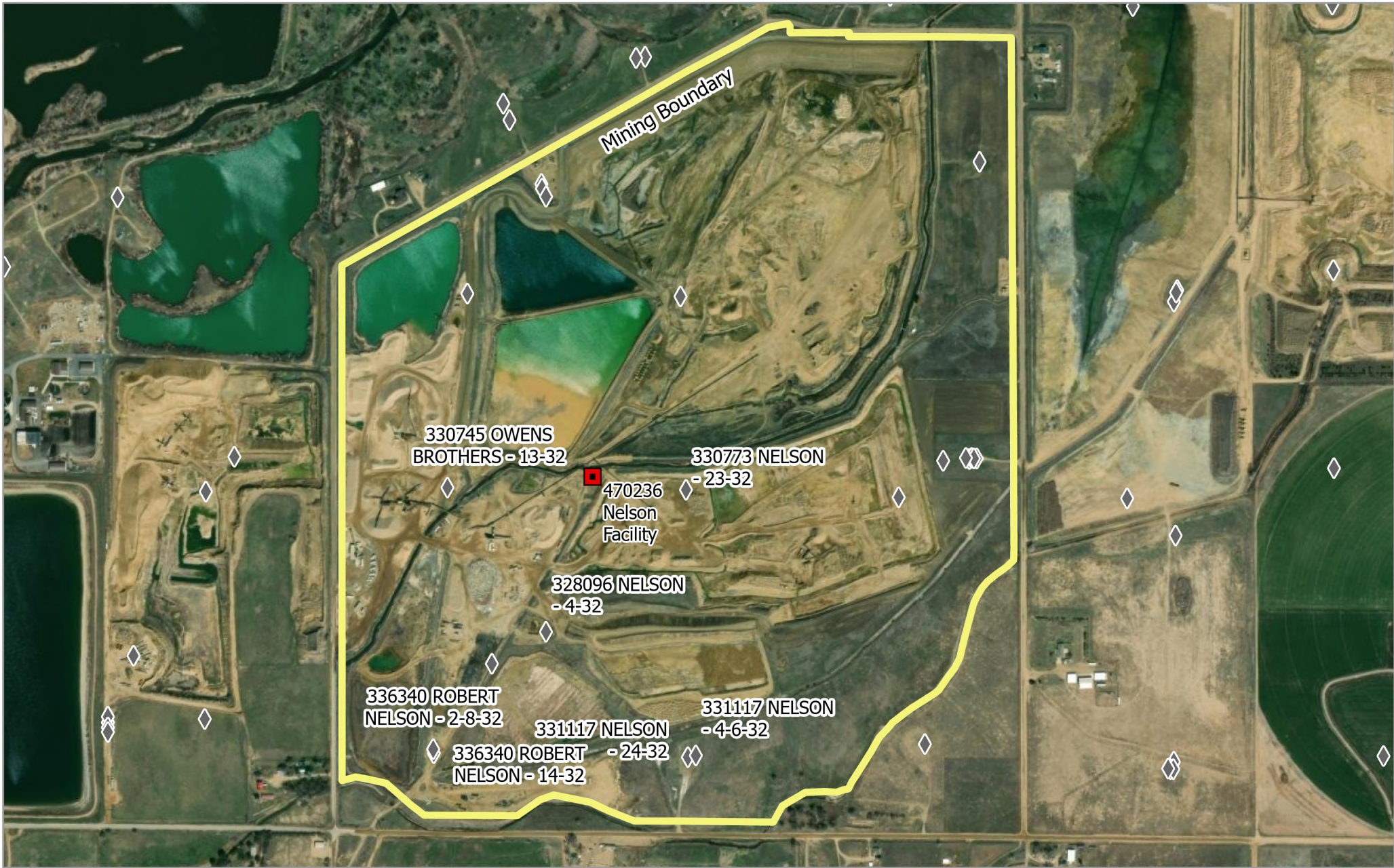
0 25 50 Meters

Scale: 1:1,000

Pad Location:
 40.180626
 -104.916504



Service Credits - Maxar, Microsoft



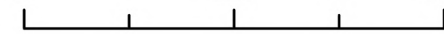
**Firestone Gravel Resources -
Mining Plan Map - Permit ID: M-1996-052
Map Extent - Mining Boundary Overview**

Imagery: Maxar
Imagery Date: 23 Apr 2023
Map Date: 07 Feb 2024
Datum: WGS 1984 UTM Zone 13N
POC: Soil Sage

Legend

- ◆ Wells
- Production Facility
- ▭ Mining Boundary

0 250 500 Meters



Scale: 1:9,000



Soil Properties

USDA Soil Description

Location ID / Name	330733 - Nelson
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Reference Soil Information

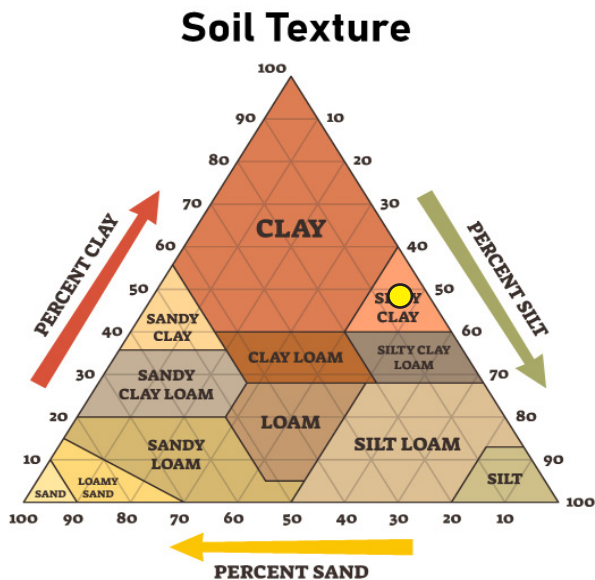
The location of the site is contained within one soil type, Heldt silty clay.

Map Unit 27 Reference Soil information - Heldt Silty Clay

This soil is formed from sediment alluvium derived from shale. Landform is plains. Ecological Site Description is Clayey Plains. Soils are well drained with a high water holding capacity, and slope 1 to 3 percent.

Depth (in)	Physical			Chemical			
	Texture	Bulk Density	Particle Size Percent sand, silt, clay	pH	EC	SAR	OM%
0-7	Silty Clay	1.23	6-47-48	8.2	1.0	3.0	0.75
7-60	Silty Clay	1.23	6-47-48	8.2	2.0	6.0	0.25

Soil Texture Triangle reflect the 0-10 in depth



Erosion Potential (10 inches)

- K Factor, Whole soil - .32. Values of K range from 0.02 to 0.69. Other factors being equal, the higher the value, the more susceptible the soil is to sheet and rill erosion by water.

- Wind Erodibility Group – 4. The soils assigned to group 1 are the most susceptible to wind erosion, and those assigned to group 8 are the least susceptible.



L.G. EVERIST, INC.

ROCK SOLID SINCE 1876

7321 E. 88TH AVENUE, SUITE 200

HENDERSON, COLORADO 80640

PHONE 303-287-9606 • FAX 303-289-1348

August 4, 2023

Division of Reclamation, Mining and Safety
1313 Sherman Street, Room 215
Denver, CO 80203

RE: DRMS Annual Fee and Report for M-1996-052, Firestone Gravel Resource
Permittee Name: L.G. Everist, Inc.
Anniversary: August 4

Dear Division:

The DRMS Annual Report for Firestone Gravel Resource, DRMS Permit # M-1996-052, has been submitted online. Included with this letter are the attachments for the online DRMS Annual Report. The annual fee has been paid online with a credit card (\$791 + processing fees).

The attached **Firestone Gravel Resource Mining Plan Map** shows the various areas of mining and reclamation noted in the Annual Report. The mining map shows active mining areas, reclaimed areas (mining completed, sloping and re-vegetation done), future mining areas, processing plant, and settling ponds. Weeds are controlled with mowing and spraying throughout the growing seasons.

This past year, mining occurred in the same areas (Area 3, Area 5) as last year. In Area 3, mining is completed in the northern section, and we have backfilled and sloped the northern perimeter. In the next year, we plan to mine more of the eastern portion of Area 3, and also mine in Area 4 (the north-eastern phase of the site). As always, the rate of mining new areas depends on the market and natural conditions (depth and quality of the natural deposit, and weather).

Groundwater Monitoring Report - We are submitting groundwater monitoring data and calculations covering this past year's reporting period (August 2022 to July 2023). Analysis of the data showed that groundwater levels have remained in compliance with the baseline ranges, determined by comparing the current data's mon-to-mon-changes against the baseline data's mon-to-mon average change +/- 5-feet, as noted above. Therefore, there are no compliance issues. Also, one interior well (MW-12) was mined out in Nov-2022. Because MW-12 is interior to the mining operation, data from this well would only indicate groundwater level changes within the mining operation. There were no groundwater compliance issues throughout the reporting year.

If you have questions, feel free to contact me at 303-286-2247, or lmshults@lgeverist.com.

Sincerely,

Lynn Mayer Shults
Regulatory Manager

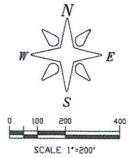
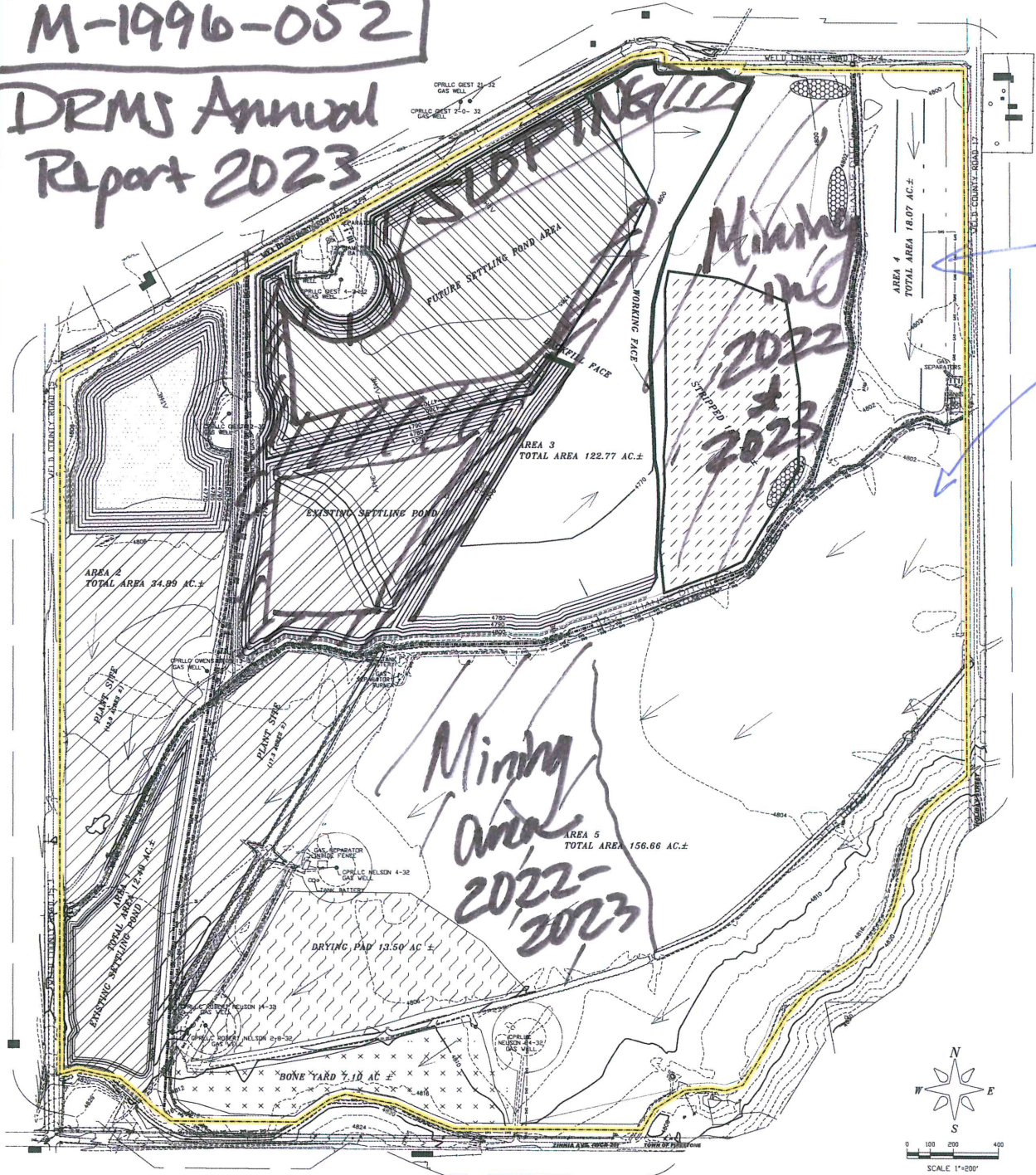
Attached:

- Annual Report Map – mining and reclamation areas
- Ground Water Monitoring Report – data and map

FIRESTONE GRAVEL RESOURCE

M-1996-052

DRMS Annual Report 2023



LEGEND

	PERMIT LINE/AFFECTED LANDS		PLANT SITE
	AREA LINE		LAKE
	200 FOOT		STRIPPED
	DITCH		BONE YARD
	ROADS		DRYING PAD/ GROWTH MEDIUM STORAGE
	PAVED ROAD		SETTLING POND
	BK - BK BURIED ELECTRIC		PROPOSED SETTLE POND
	DIT - DIT OVERHEAD COMMUNICATIONS		
	DE - DE OVERHEAD ELECTRIC		
	F - F FENCE		
	G - G GASLINE		
	GW - GW GAS/OIL WELL		
	EN - EN ENCLOSURE		
	N - N NELSON		
	B - B BUILDING		
	T - T TEMPORARY TOPSOIL PILE		
	ESTIMATED DIRECTION OF MINING		

Parts of the SW1NE1, NW1SE1, NE1SW1, SE1SW1 SW1SW1, NE1NW1, SE1NW1 SW1NW1 and NW1NW1, Sec 32, T-3-N, R-67-W of the 6th P.M., County Of Weld, State of Colorado

Map Exhibit C-1 - Mining Plan Map

<p>ENVIRONMENT, INC. 7803 VANCE DR., # 205A ARVING, CO 80003 303-423-7893 environment@enviroinc.com</p>	<p>AMENDMENT FOR FIRESTONE GRAVEL RESOURCE PERMIT # M-1996-052</p>	<p>DATE: 1/27/2019 DESCRIPTION: ORIGINAL PERMIT FILED BY: DIMES (303)</p>	<p>L.G. Everist, Inc. 7321 EAST 88TH AVENUE HENDERSON, COLORADO 80640 PHONE: (303) 287-4656 FAX: (303) 289-1348</p>	<p>DATE: 12/28/2009 FILE NAME: FSR-C-MAP SCALE: 1"=200' DRAWN BY: J.M.O. CHECKED BY: J.M.O. INITIALS:</p>
		<p>DATE: 1/27/2019 DESCRIPTION: AMENDED TO ADD 374.04 AC.± BY: L.G. Everist</p>		

L.G. Everist, Inc. - Firestone Gravel Resource (M-1996-052) - GROUNDWATER MONITORING REPORT

ELEVATION DATA																
Note: Elevations derived from the field depth measurements and the Elevation (TOC) of each MW.																
	exterior	interior	exterior	exterior	exterior	interior	exterior	interior	interior	interior	interior	interior	interior	exterior	exterior	exterior
MONITOR WELL NO.	MW-01	MW-02 (gone - Aug-2017)	MW-03	MW-04	MW-05	MW-06 (gone - Jun-2014)	MW-07	MW-09 (gone - Sep-2013)	MW-10 (gone - Jun-2021)	MW-11 (gone - Sep-2015)	MW-12 (gone - Nov-2022)	MW-13 (gone - Feb-2020)	MW-14 (gone - Feb-2020)	MW-15	MW-16	Accord's House
NORTHING, FT	1,307,909.50	1,309,751.93	1,312,173.59	1,309,691.51	1,308,177.33	1,308,132.31	1,311,086.36	1,308,703.68	1,308,922.41	1,309,498.47	1,309,482.41	1,311,896.53	1,311,760.15	1,307,645.42	1,307,795.67	1,311,737.65
EASTING, FT	3,162,454.93	3,163,486.50	3,165,870.74	3,165,916.29	3,165,934.69	3,162,338.25	3,162,480.59	3,162,729.80	3,163,085.25	3,163,226.77	3,163,363.55	3,164,613.07	3,164,646.53	3,164,713.64	3,163,414.26	3,164,677.66
ELEVATION (TOG), FT	4,810.13	4,806.39	4,799.87	4,802.43	4,836.24			4,805.05	4,804.48	4,805.02	4,804.59	4,797.56	4,797.23	4,818.59	4,815.48	4,799.75
CASING HEIGHT, FT	3.32	3.28	3.03	2.36	3.02			2.67	2.58	2.75	3.08	3.00	3.00	3.63	3.01	2.85
ELEVATION (TOC), FT	4,812.71	4,809.31	4,802.62	4,805.13	4,839.21	4,812.56	4,806.93	4,807.72	4,807.06	4,807.77	4,807.67	4,800.56	4,800.23	4,822.22	4,818.50	4,802.59

Groundwater Monitoring Calculations - 2022 and 2023 - to Determine Compliance with Baseline Monitoring

DRMS Annual Report - Aug-2023

data from 2022 and 2023

Groundwater Monitoring Plan - notes from Adequacy Response #2 (August-2010)

- Determining Compliance From AR-2, "LGE proposes implementing corrective actions when groundwater levels at exterior monitoring holes [see #3] have dropped 5 feet or more from the monthly average drop [see #4] established during monitoring [see #2]."
- Monitoring Period - Baseline monitoring period is 2006-2010, pre-LGE operations for wells MW-01 to MW-14. Baseline monitoring period for MW-15, MW-16, Accord - is Jun-2017 to May-2019.
- Exterior Monitoring Wells - are on the edges of the site, or off-site, and are **BOLDED**. Exterior wells are MW-01, MW-03, MW-04, MW-05, MW-07, and new wells - MW-15, MW-16, and Accord (house well).
- Mon-to-Mon Average Change +/- (baseline) to incorporate both drops and increases (formerly called "monthly average drop")
 - Mon-to-Mon Average Changes +/- (baseline) were calculated by using the each relevant month-to-month change over each of the baseline years.
 - 5-feet - added to the Mon-to-Mon Average Changes +/- (baseline) to get the Mon-to-Mon Average Changes +/- with 5-feet added (baseline).

Determining Compliance with Groundwater Monitoring Plan

- Using current data, calculate the "Month-to-Month Change" in groundwater levels using monthly data for each well.
- Month-to-Month Changes that are (=) or (<) the "Mon-to-Mon Average Change +/- with 5-feet Added (baseline)" are in compliance. If the changes are greater, they are out of compliance and in red / shaded

	exterior	interior	exterior	exterior	exterior	interior	exterior	interior	interior	interior	interior	interior	interior	exterior	exterior	exterior
2022 - Mon-to-Mon Change	MW-01	MW-02 (gone - Aug-2017)	MW-03	MW-04	MW-05	MW-06 (gone - Jun-2014)	MW-07	MW-09 (gone - Sep-2013)	MW-10 (gone - Jun-2021)	MW-11 (gone - Sep-2015)	MW-12 (gone - Nov-2022)	MW-13 (gone - Feb-2020)	MW-14 (gone - Feb-2020)	MW-15	MW-16	Accord's House
January-February	-0.03	gone	0.80	0.41	0.57	gone	0.06	gone	gone	gone	0.42	gone	gone	-0.15	0.49	-0.22
February-March	1.54	gone	-0.23	0.45	0.40	gone	0.25	gone	gone	gone	1.80	gone	gone	1.12	0.68	-0.29
March-April	0.42	gone	-1.72	0.71	0.33	gone	0.68	gone	gone	gone	0.16	gone	gone	0.72	0.66	0.02
April-May	-2.64	gone	-2.16	-0.01	-0.39	gone	-1.28	gone	gone	gone	-1.15	gone	gone	-2.46	-2.35	-1.04
May-June	-0.04	gone	1.55	0.17	-2.85	gone	-0.63	gone	gone	gone	0.85	gone	gone	-1.04	-0.47	-0.38
June-July	-0.75	gone	-1.77	0.07	1.59	gone	-1.02	gone	gone	gone	-1.66	gone	gone	-1.86	-0.73	0.81
July-August	-0.99	gone	1.49	0.07	-0.49	gone	0.04	gone	gone	gone	2.09	gone	gone	-0.72	-1.25	0.23
August-September	0.96	gone	0.28	-0.04	-0.17	gone	1.95	gone	gone	gone	0.42	gone	gone	0.96	1.09	0.18
September-October	0.61	gone	2.08	0.06	-0.94	gone	0.80	gone	gone	gone	-0.07	gone	gone	0.21	0.44	1.16
October-November	0.56	gone	1.89	0.21	0.83	gone	0.15	gone	gone	gone	---	gone	gone	1.25	0.60	1.33
November-December	0.56	gone	1.90	0.20	0.90	gone	0.15	gone	gone	gone	destroyed,	gone	gone	1.25	0.59	1.28
December-January	0.30	gone	0.60	1.35	0.30	gone	0.00	gone	gone	gone	mined through	gone	gone	0.50	0.40	-3.50

	exterior	interior	exterior	exterior	exterior	interior	exterior	interior	interior	interior	interior	interior	interior	exterior	exterior	exterior
2023 - Mon-to-Mon Change	MW-01	MW-02 (gone - Aug-2017)	MW-03	MW-04	MW-05	MW-06 (gone - Jun-2014)	MW-07	MW-09 (gone - Sep-2013)	MW-10 (gone - Jun-2021)	MW-11 (gone - Sep-2015)	MW-12 (gone - Nov-2022)	MW-13 (gone - Feb-2020)	MW-14 (gone - Feb-2020)	MW-15	MW-16	Accord's House
January-February	0.15	gone	2.30	1.50	0.50	gone	-0.10	gone	gone	gone	gone	gone	gone	0.50	0.40	-1.50
February-March	0.25	gone	1.25	0.95	0.50	gone	-0.10	gone	gone	gone	gone	gone	gone	0.70	0.30	-1.60
March-April	0.55	gone	-4.45	1.25	0.35	gone	-0.10	gone	gone	gone	gone	gone	gone	0.70	0.80	-3.60
April-May	-0.70	gone	-2.50	-0.15	1.25	gone	-1.30	gone	gone	gone	gone	gone	gone	-0.72	-0.82	-4.75
May-June	-0.70	gone	-2.50	-0.15	1.25	gone	-1.30	gone	gone	gone	gone	gone	gone	-0.73	-0.83	-4.75
June-July	-2.45	gone	-4.85	0.15	-3.60	gone	0.15	gone	gone	gone	gone	gone	gone	-3.15	-2.30	2.10
July-August																
August-September																
September-October																
October-November																
November-December																
December-January																

DRMS Annual Report 2023 - Groundwater Monitoring Report & Well Map

We are submitting groundwater monitoring data and calculations covering this past year's reporting (2022 - 2023). Analysis of the data showed that groundwater levels have remained in compliance with the baseline ranges, determined by comparing the current data's mon-to-mon-changes against the baseline data's mon-to-mon average change +/- 5-feet, as noted above. Therefore, there are no compliance issues. Also, one interior well (MW-12) was mined out in Nov-2022.

L.G. Everist, Inc. - Firestone Gravel Resource (M-1996-052) - GROUNDWATER MONITORING REPORT

ELEVATION DATA																
Note: Elevations derived from the field depth measurements and the Elevation (TOC) of each MW.																
	exterior	interior	exterior	exterior	exterior	interior	exterior	interior	interior	interior	interior	interior	interior	exterior	exterior	exterior
MONITOR WELL NO.	MW-01	MW-02 (gone - Aug-2017)	MW-03	MW-04	MW-05	MW-06 (gone - Jun-2014)	MW-07	MW-09 (gone - Sep-2013)	MW-10 (gone - Jun-2021)	MW-11 (gone - Sep-2015)	MW-12 (gone - Nov-2022)	MW-13 (gone - Feb-2020)	MW-14 (gone - Feb-2020)	MW-15	MW-16	Accord's House
NORTHING, FT	1,307,909.50	1,309,751.93	1,312,173.59	1,309,691.51	1,308,177.33	1,308,132.31	1,311,086.36	1,308,703.68	1,308,922.41	1,309,498.47	1,309,482.41	1,311,896.53	1,311,760.15	1,307,645.42	1,307,795.67	1,311,737.65
EASTING, FT	3,162,454.93	3,163,486.50	3,165,870.74	3,165,916.29	3,165,934.69	3,162,338.25	3,162,480.59	3,162,729.80	3,163,085.25	3,163,226.77	3,163,363.55	3,164,613.07	3,164,646.53	3,164,713.64	3,163,414.26	3,164,677.66
ELEVATION (TOG), FT	4,810.13	4,806.39	4,799.87	4,802.43	4,836.24			4,805.05	4,804.48	4,805.02	4,804.59	4,797.56	4,797.23	4,818.59	4,815.48	4,799.75
CASING HEIGHT, FT	3.32	3.28	3.03	2.36	3.02			2.67	2.58	2.75	3.08	3.00	3.00	3.63	3.01	2.85
ELEVATION (TOC), FT	4,812.71	4,809.31	4,802.62	4,805.13	4,839.21	4,812.56	4,806.93	4,807.72	4,807.06	4,807.77	4,807.67	4,800.56	4,800.23	4,822.22	4,818.50	4,802.59

Groundwater Monitoring - Baseline Data and Ranges															NOTE: Baseline monitoring period for MW-01 to MW-14 is 2006-2010 (pre-LGE operations).		Baseline period for MW-15, -16, Accord's is Jun-2017 to May-2019.	
	exterior	interior	exterior	exterior	exterior	interior	exterior	interior	interior	interior	interior	interior	interior	exterior	exterior	exterior		
MONITOR WELL NO.	MW-01	MW-02 (gone - Aug-2017)	MW-03	MW-04	MW-05	MW-06 (gone - Jun-2014)	MW-07	MW-09 (gone - Sep-2013)	MW-10 (gone - Jun-2021)	MW-11 (gone - Sep-2015)	MW-12 (gone - Nov-2022)	MW-13 (gone - Feb-2020)	MW-14 (gone - Feb-2020)	MW-15	MW-16	Accord's House		
ANNUAL - Average Elevation	4,805.17	4,800.50	4,795.21	4,799.92	4,808.53	4,804.81	4,796.20	4,802.14	4,801.77	4,801.39	4,801.01	4,795.29	4,795.27	4,808.51	4,805.98	4,777.07		
Highest Elevation (bolded above)	4,808.31	4,804.69	4,798.75	4,801.56	4,810.77	4,807.11	4,798.00	4,803.42	4,804.66	4,804.85	4,804.22	4,797.96	4,795.92	4,805.77	4,807.80	4,784.19		
Lowest Elevation (bolded above)	4,802.29	4,797.81	4,792.37	4,798.13	4,805.94	4,802.11	4,794.49	4,800.27	4,799.72	4,798.57	4,798.74	4,793.99	4,794.28	4,810.42	4,804.00	4,772.89		
Max Change (= High - Low)	6.02	6.88	6.38	3.43	4.83	5.00	3.51	3.15	4.94	6.28	5.48	3.97	1.64	-4.65	3.80	11.30		

Mon-to-Mon Average Elevation (baseline)															NOTE: Calculated from Elevation Data for each month in baseline period of 2006-2010.		new wells in 2021 rpt	
	exterior	interior	exterior	exterior	exterior	interior	exterior	interior	interior	interior	interior	interior	interior	exterior	exterior	exterior		
MONITOR WELL NO.	MW-01	MW-02 (gone - Aug-2017)	MW-03	MW-04	MW-05	MW-06 (gone - Jun-2014)	MW-07	MW-09 (gone - Sep-2013)	MW-10 (gone - Jun-2021)	MW-11 (gone - Sep-2015)	MW-12 (gone - Nov-2022)	MW-13 (gone - Feb-2020)	MW-14 (gone - Feb-2020)	MW-15	MW-16	Accord's House		
January	4,803.55	4,798.90	4,793.67	4,799.35	4,808.38	4,804.41	4,795.66	4,802.12	4,801.58	4,800.62	4,800.67	4,794.86	4,795.13	4,807.37	4,805.10	4,776.14		
February	4,803.56	4,798.83	4,793.48	4,799.16	4,807.82	4,803.63	4,795.53	4,801.21	4,800.57	4,799.49	4,799.62	4,794.41	4,794.77	4,806.67	4,804.82	4,775.79		
March	4,803.50	4,798.90	4,793.86	4,799.22	4,807.38	4,802.98	4,795.06	4,801.21	4,800.60	4,799.46	4,799.61	4,794.49	4,794.81	4,806.37	4,804.62	4,774.84		
April	4,803.30	4,798.69	4,793.68	4,798.99	4,806.96	4,802.88	4,795.02	4,801.07	4,800.53	4,799.46	4,799.61	4,794.55	4,794.86	4,807.17	4,804.52	4,774.84		
May	4,804.32	4,800.46	4,794.57	4,799.69	4,807.07	4,804.12	4,795.85	4,802.68	4,802.33	4,801.60	4,801.81	4,795.54	4,795.91	4,806.99	4,806.17	4,775.34		
June	4,805.59	4,801.67	4,795.35	4,800.28	4,807.35	4,804.84	4,796.33	4,802.65	4,802.21	4,801.89	4,802.06	4,795.87	4,795.74	4,808.19	4,806.40	4,779.89		
July	4,806.58	4,802.53	4,797.88	4,801.05	4,808.29	4,806.45	4,796.97	4,803.42	4,802.86	4,803.44	4,802.54	4,796.46	4,795.56	4,809.29	4,806.87	4,778.02		
August	4,807.95	4,803.90	4,798.01	4,801.11	4,809.38	4,807.11	4,797.94	-	-	4,804.56	-	-	-	4,811.32	4,807.40	4,782.49		
September	4,807.23	4,802.80	4,797.98	4,800.63	4,809.87	4,806.68	4,797.30	-	4,804.66	4,804.29	4,804.22	4,797.96	-	4,811.59	4,807.60	4,781.29		
October	4,806.27	4,800.59	4,795.34	4,800.07	4,809.96	4,805.63	4,796.27	4,802.95	4,802.50	4,801.60	4,801.63	4,795.40	4,795.65	4,809.74	4,806.77	4,775.67		
November	4,805.18	4,799.75	4,794.56	4,799.93	4,809.59	4,804.91	4,796.02	4,802.53	4,801.93	4,800.79	4,800.89	4,795.24	4,795.03	4,809.14	4,805.82	4,775.17		
December	4,804.64	4,799.43	4,794.36	4,799.79	4,809.11	4,804.45	4,795.82	4,802.23	4,801.65	4,800.57	4,800.69	4,795.19	4,795.31	4,808.34	4,805.60	4,775.37		

Mon-to-Mon Average Change +/- (baseline)															NOTE: Calculated with ABSOLUTE VALUES during the baseline period of 2006-2010, so the Average Change is for both (+) and (-).		new wells in 2021 rpt	
	exterior	interior	exterior	exterior	exterior	interior	exterior	interior	interior	interior	interior	interior	interior	exterior	exterior	exterior		
MONITOR WELL NO.	MW-01	MW-02 (gone - Aug-2017)	MW-03	MW-04	MW-05	MW-06 (gone - Jun-2014)	MW-07	MW-09 (gone - Sep-2013)	MW-10 (gone - Jun-2021)	MW-11 (gone - Sep-2015)	MW-12 (gone - Nov-2022)	MW-13 (gone - Feb-2020)	MW-14 (gone - Feb-2020)	MW-15	MW-16	Accord's House		
January-February	0.36	0.26	0.19	0.19	0.56	0.39	0.06	0.20	0.24	0.33	0.30	0.05	0.04	0.70	0.27	0.40		
February-March	0.19	0.17	0.49	0.14	0.44	0.09	0.00	0.03	0.02	0.03	0.01	0.03	0.07	0.30	0.20	0.95		
March-April	0.26	0.43	0.32	0.27	0.42	0.28	0.05	0.34	0.35	0.42	0.43	0.24	0.19	0.90	0.15	0.65		
April-May	0.62	1.19	0.44	0.47	0.17	1.24	0.83	1.61	1.80	2.14	2.20	0.98	1.05	1.78	1.65	0.55		
May-June	1.01	1.47	0.42	0.53	0.31	0.72	0.48	0.10	0.44	1.09	1.30	0.34	0.17	1.45	0.60	2.00		
June-July	1.77	0.86	2.54	0.48	0.75	1.61	0.64	0.32	0.34	1.55	0.55	0.45	0.17	1.10	0.57	2.72		
July-August	1.38	1.51	0.35	0.08	0.78	0.09	0.97	0.00	0.00	1.18	0.00	0.00	0.00	2.03	0.53	4.48		
August-September	0.72	1.51	0.21	0.55	0.48	0.08	0.64	0.00	0.00	0.28	0.00	0.00	0.00	0.32	0.20	1.20		
September-October	0.81	2.05	2.59	0.86	0.14	1.05	1.03	0.00	1.20	1.49	1.44	1.23	0.00	1.85	0.82	5.63		
October-November	1.19	0.98	0.81	0.30	0.42	0.72	0.25	0.41	0.57	0.81	0.75	0.16	0.62	0.60	0.95	0.95		
November-December	0.52	0.35	0.31	0.18	0.43	0.46	0.20	0.30	0.28	0.22	0.20	0.12	0.28	0.80	0.23	1.05		
December-January	0.51	0.39	0.42	0.38	0.63	0.31	0.23	0.23	0.24	0.22	0.24	0.36	0.34	0.97	0.50	1.32		

Mon-to-Mon Average Change +/- with 5-feet Added (baseline)															NOTE: For compliance, FUTURE mon-to-mon MW changes must stay within the Mon-to-Mon Average Changes (+/-5).		new wells in 2021 rpt	
	exterior	interior	exterior	exterior	exterior	interior	exterior	interior	interior	interior	interior	interior	interior	exterior	exterior	exterior		
MONITOR WELL NO.	MW-01	MW-02 (gone - Aug-2017)	MW-03	MW-04	MW-05	MW-06 (gone - Jun-2014)	MW-07	MW-09 (gone - Sep-2013)	MW-10 (gone - Jun-2021)	MW-11 (gone - Sep-2015)	MW-12 (gone - Nov-2022)	MW-13 (gone - Feb-2020)	MW-14 (gone - Feb-2020)	MW-15	MW-16	Accord's House		
January-February	5.36	5.26	5.19	5.19	5.56	5.39	5.06	5.20	5.24	5.33	5.30	5.05	5.04	5.70	5.27	5.40		
February-March	5.19	5.17	5.49	5.14	5.44	5.09	5.00	5.03	5.02	5.03	5.01	5.03	5.07	5.30	5.20	5.95		
March-April	5.26	5.43	5.32	5.27	5.42	5.28	5.05	5.34	5.35	5.42	5.43	5.24	5.19	5.90	5.15	5.65		
April-May	5.62	6.19	5.44	5.47	5.17	6.24	5.83	6.61	6.80	7.14	7.20	5.98	6.05	6.78	6.65	5.55		
May-June	6.01	6.47	5.42	5.53	5.31	5.72	5.48	5.10	5.44	6.09	6.30	5.34	5.17	6.45	5.60	7.00		
June-July	6.77	5.86	7.54	5.48	5.75	6.61	5.64	5.32	5.34	6.55	5.55	5.45	5.17	6.10	5.57	7.72		
July-August	6.38	6.51	5.35	5.08	5.78	5.09	5.97	5.00	5.00	6.18	5.00	5.00	5.00	7.03	5.53	9.48		
August-September	5.72	6.51	5.21	5.55	5.48	5.08	5.64	5.00	5.00	5.28	5.00	5.00	5.00	5.32	5.20	6.20		
September-October	5.81	7.05	7.59	5.86	5.14	6.05	6.03	5.00	6.20	6.49	6.44	6.23	5.00	6.85	5.82	10.63		
October-November	6.19	5.98	5.81	5.30	5.42	5.72	5.25	5.41	5.57	5.81	5.75	5.16	5.62	5.60	5.95	5.95		
November-December	5.52	5.35	5.31	5.18	5.43	5.46	5.20	5.30	5.28	5.22	5.20	5.12	5.28	5.80	5.23	6.05		
December-January	5.51	5.39	5.42	5.38	5.63	5.31	5.23	5.23	5.24	5.22	5.24	5.36	5.34	5.97	5.50	6.32		

L.G. Everist, Inc. - Firestone Gravel Resource (M-1996-052) - GROUNDWATER MONITORING REPORT

ELEVATION DATA <small>Note: Elevations derived from the field depth measurements and the Elevation (TOC) of each MW.</small>																
	exterior	interior	exterior	exterior	exterior	interior	exterior	interior	interior	interior	interior	interior	interior	exterior	exterior	exterior
MONITOR WELL NO.	MW-01	MW-02 (gone - Aug-2017)	MW-03	MW-04	MW-05	MW-06 (gone - Jun-2014)	MW-07	MW-09 (gone - Sep-2013)	MW-10 (gone - Jun-2021)	MW-11 (gone - Sep-2015)	MW-12 (gone - Nov-2022)	MW-13 (gone - Feb-2020)	MW-14 (gone - Feb-2020)	MW-15	MW-16	Accord's House
NORTHING, FT	1,307,909.50	1,309,751.93	1,312,173.59	1,309,691.51	1,308,177.33	1,308,132.31	1,311,086.36	1,308,703.68	1,308,922.41	1,309,498.47	1,309,482.41	1,311,896.53	1,311,760.15	1,307,645.42	1,307,795.67	1,311,737.65
EASTING, FT	3,162,454.93	3,163,486.50	3,165,870.74	3,165,916.29	3,165,934.69	3,162,338.25	3,162,480.59	3,162,729.80	3,163,085.25	3,163,226.77	3,163,363.55	3,164,613.07	3,164,646.53	3,164,713.64	3,163,414.26	3,164,677.66
ELEVATION (TOG), FT	4,810.13	4,806.39	4,799.87	4,802.43	4,836.24			4,805.05	4,804.48	4,805.02	4,804.59	4,797.56	4,797.23	4,818.59	4,815.48	4,799.75
CASING HEIGHT, FT	3.32	3.28	3.03	2.36	3.02			2.67	2.58	2.75	3.08	3.00	3.00	3.63	3.01	2.85
ELEVATION (TOC), FT	4,812.71	4,809.31	4,802.62	4,805.13	4,839.21	4,812.56	4,806.93	4,807.72	4,807.06	4,807.77	4,807.67	4,800.56	4,800.23	4,822.22	4,818.50	4,802.59

01/28/22	4,804.76	gone	4,774.23	4,794.18	4,807.29	gone	4,795.08	gone	gone	gone	4,793.24	gone	gone	4,805.40	4,803.85	4,775.17
02/27/22	4,804.79	-	4,773.43	4,793.77	4,806.72	-	4,795.02	-	-	-	4,792.82	-	-	4,805.55	4,803.36	4,775.39
03/24/22	4,803.25	-	4,773.66	4,793.32	4,806.32	-	4,794.77	-	-	-	4,791.02	-	-	4,804.43	4,802.68	4,775.68
04/26/22	4,802.83	-	4,775.38	4,792.61	4,805.99	-	4,794.09	-	-	-	4,790.86	-	-	4,803.71	4,802.02	4,775.66
05/18/22	4,805.47	-	4,777.54	4,792.62	4,806.38	-	4,795.37	-	-	-	4,792.01	-	-	4,806.17	4,804.37	4,776.70
06/20/22	4,805.51	-	4,775.99	4,792.45	4,809.23	-	4,796.00	-	-	-	4,791.16	-	-	4,807.21	4,804.84	4,777.08
07/20/22	4,806.26	-	4,777.76	4,792.38	4,807.64	-	4,797.02	-	-	-	4,792.82	-	-	4,809.07	4,805.57	4,776.27
08/30/22	4,807.25	-	4,776.27	4,792.31	4,808.13	-	4,796.98	-	-	-	4,790.73	-	-	4,809.79	4,806.82	4,776.04
09/30/22	4,806.29	-	4,775.99	4,792.35	4,808.30	-	4,795.03	-	-	-	4,790.31	-	-	4,808.83	4,805.73	4,775.86
10/24/22	4,805.68	-	4,773.91	4,792.29	4,809.24	-	4,794.23	-	-	-	4,790.38	-	-	4,808.62	4,805.29	4,774.70
11/22/22	4,805.12	-	4,772.02	4,792.08	4,808.41	-	4,794.08	-	-	-	destroyed,	-	-	4,807.37	4,804.69	4,773.37
12/20/22	4,804.56	-	4,770.12	4,791.88	4,807.51	-	4,793.93	-	-	-	mined through,	-	-	4,806.12	4,804.10	4,772.09
01/11/23	4,804.26	gone - 2017	4,769.52	4,790.53	4,807.21	gone - 2014	4,793.93	gone - 2013	gone - 2021	gone - 2015	gone - 2022	gone - 2020	gone - 2020	4,805.62	4,803.70	4,775.59
02/24/23	4,804.11	-	4,767.22	4,789.03	4,806.71	-	4,794.03	-	-	-	-	-	-	4,805.12	4,803.30	4,777.09
03/22/23	4,803.86	-	4,765.97	4,788.08	4,806.21	-	4,794.13	-	-	-	-	-	-	4,804.42	4,803.00	4,778.69
04/28/23	4,803.31	-	4,770.42	4,786.83	4,805.86	-	4,794.23	-	-	-	-	-	-	4,803.72	4,802.20	4,782.29
05/15/23	4,804.01	-	4,772.92	4,786.98	4,804.61	-	4,795.53	-	-	-	-	-	-	4,804.44	4,803.02	4,787.04
06/22/23	4,804.71	-	4,775.42	4,787.13	4,803.36	-	4,796.83	-	-	-	-	-	-	4,805.17	4,803.85	4,791.79
07/18/23	4,807.16	-	4,780.27	4,786.98	4,806.96	-	4,796.68	-	-	-	-	-	-	4,808.32	4,806.15	4,789.69



- **MEASURED WELLS**
- **DESTROYED/NOT MEASURED WELLS**

FIRESTONE MONITORING WELL LOCATIONS		AMK <small>SCALE</small> NTS <small>DATE</small> 11/03/2022
	L. G. EVERIST, INC. <i>We Deliver Solutions!</i> FIRESTONE, CO	<small>DRAWING NO.</small> L01
		<small>REV.</small>



L.G. EVERIST, INC.

ROCK SOLID SINCE 1876

7321 E. 88TH AVENUE, SUITE 200

HENDERSON, COLORADO 80640

PHONE 303-287-9606 • FAX 303-289-1348

August 22, 2023

Mr. Eric Scott
Environmental Protection Specialist
Division of Reclamation, Mining and Safety
1313 Sherman St., Room 215
Denver, Colorado 80203

Submitted via online DRMS e-Permitting

**RE: Technical Revision Request for Reclamation Plan changes at
Firestone Gravel Resource, DRMS Permit M-1996-052**

Dear Eric:

L.G. Everist, Inc. respectfully requests a Technical Revision for minor changes to the Reclamation Plan of Firestone Gravel Resource, DRMS Permit # M-1996-052. This Technical Revision Request and the filing fee of \$216 are officially being submitted online (on the date of this letter). This narrative cover letter and all attachments are included as part of the online submittal.

For this Technical Revision, we are making minor changes to the Reclamation Plan of the Firestone Gravel Resource site due to the abandonment and removal of some Oil & Gas structures, and the relocation of an irrigation ditch within the site. The changes are shown on **Exhibit F - Reclamation Plan Map (2023)** (attached) and explained in more detail below.

OIL & GAS STRUCTURES - ABANDONMENT AND REMOVAL - The majority of the oil and gas structures within the Firestone Gravel Resource have been shut in, abandoned, and recently removed as per COGCC rules and regulations. The **Final Reclamation Agreement Letter from Crestone Peak Company** (attached) has details on oil and gas structures being abandoned and removed. When all the structures are cleared, L.G. Everist can mine through the empty oil and gas operations areas, for additional natural sand and gravel reserves.

LAST CHANCE DITCH - RELOCATION - In the Mining Plan of the 2019 permit amendment, we noted that discussions were starting between L.G. Everist and the Last Chance ditch company to possibly relocate the Last Chance Ditch around the perimeter of the mine and then remove the material under the old ditch and its bordering setbacks. We also explained that we would file a Technical Revision to update the Mining Timetable and Mining Plan Map if the ditch was relocated.

It took a few years, but L.G. Everist and the Last Chance Ditch Company finally completed the agreement to relocate a section of the Last Chance Ditch and its corresponding easement. The ditch has been rebuilt as per engineering specifications agreed upon by the ditch company, including armoring on turns. Please see the **Last Chance Ditch Relocation Agreement and Drawings** (attached) for details.

Originally, the Last Chance Ditch traversed the middle of the Firestone site, diagonally from west to east between Area 3 and Area 5, then north between Area 3 and Area 4, and exited to the north at County Road (CR) 26 3/4. The ditch has been relocated within the site to travel north between Area 2 and Area 3, then along the northern boundary of the site, around a remaining oil and gas operations area, and finally exiting the site to the north under CR 26 3/4 at the same location as before.



L.G. EVERIST, INC.

ROCK SOLID SINCE 1876

7321 E. 88TH AVENUE, SUITE 200

HENDERSON, COLORADO 80640

PHONE 303-287-9606 • FAX 303-289-1348

Areas 3, 4, and 5 were divided into different mining areas and future water storage reservoirs by the old ditch alignment. Now, because much of the old ditch alignment can be mined through for the natural sand and gravel reserves, we can combine the three separate areas into one large, undivided mining area and water storage reservoir. The revised Area 3 will be larger, but Areas 4 and 5 will no longer exist. The mining and reclamation acreages will shift, due to the Areas being combined, but there is no overall increase in the permit area.

The attached revised **Exhibit F - Reclamation Plan Map (2023)** shows the changes to oil and gas operations areas due to abandonments and removals of structures, the realignment of the ditch, and the revised reservoir areas (and non-reservoir areas) of the final reclamation plan due to these changes.

In addition to revising **Exhibit F - Reclamation Plan Map (2023)** as noted above, we have also updated the **Mining Timetable** (attached), and **Reclamation Timetable** (attached) to correspond to the Areas changes shown on the Reclamation Plan Map. *There is no change in total permit acreage.*

If you have any questions or need anything else to process this Technical Revision, please contact me at lmshults@lgeverist.com, or 303-286-2247 (office) or 303-514-2778 (mobile).

Sincerely,

Lynn Mayer Shults
Regulatory Manager

cc: Matthew Noteboom - L.G. Everist, Inc.
Stevan O'Brian - Environment, Inc.

Attachments and info:

- **TR Fee** - for \$216.00 (paid online)
- **TR Form** - Request for Technical Revision (TR) Cover Sheet
- **Exhibit F - Reclamation Plan Map (2023)**
- **Mining Timetable** and **Reclamation Timetable** (revised 2023)
- **Final Reclamation Agreement Letter from Crestone Peak Company** (Aug-2022)
- **Last Chance Ditch Relocation Agreement and Drawings** (Nov-2022)



COLORADO DIVISION OF RECLAMATION, MINING AND SAFETY

1313 Sherman Street, Room 215, Denver, Colorado 80203 ph(303) 866-3567

REQUEST FOR TECHNICAL REVISION (TR) COVER SHEET

File No.: M- 1996-052 Site Name: Firestone Gravel Resource

County Weld TR# _____ (DRMS Use only)

Permittee: L.G. Everist, Inc. Mailing Address: _____
7321 E 88th Ave, Suite 200

Operator (If Other than Permittee): same Henderson, CO 80640

Permittee Representative: Lynn Mayer Shults (lmshults@lgeverist.com, cell-303-514-2778)

Please provide a brief description of the proposed revision: Minor revision to reclamation plan

This is a minor revision to the reclamation plan due to the abandonment and removal of some Oil & Gas structures, and the relocation of an irrigation ditch, all within the Firestone Gravel Resource site. Please see the cover letter and revised Exhibit F - Reclamation Plan Map (2023) for more details.

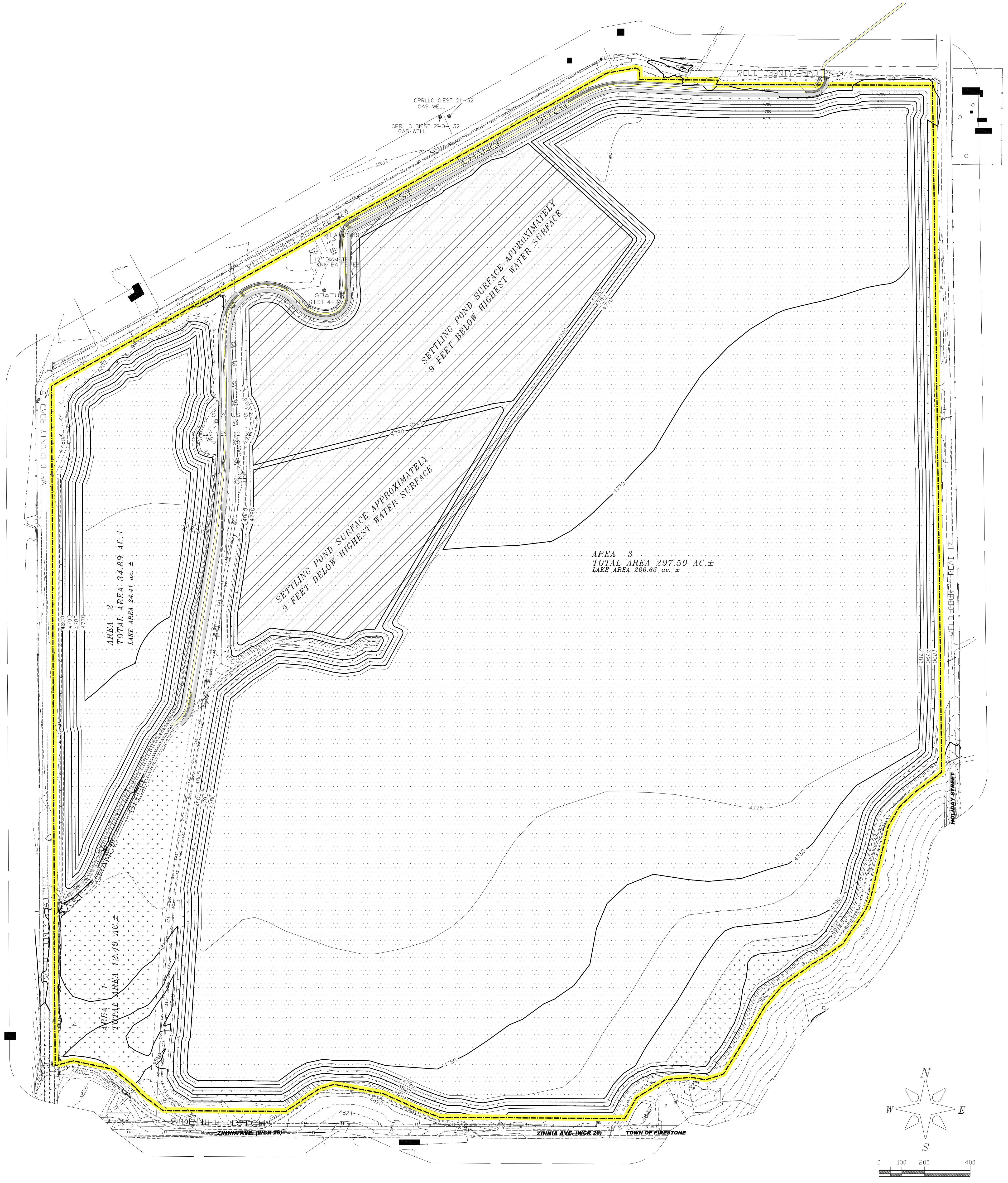
As defined by the Minerals Rules, a Technical Revision (TR) is: “a change in the permit or application which does not have more than a minor effect upon the approved or proposed Reclamation or Environmental Protection Plan.” The Division is charged with determining if the revision as submitted meets this definition. If the Division determines that the proposed revision is beyond the scope of a TR, the Division may require the submittal of a permit amendment to make the required or desired changes to the permit.

The request for a TR is not considered “filed for review” until the appropriate fee is received by the Division (as listed below by permit type). Please submit the appropriate fee with your request to expedite the review process. After the TR is submitted with the appropriate fee, the Division will determine if it is approvable within 30 days. If the Division requires additional information to approve a TR, you will be notified of specific deficiencies that will need to be addressed. If at the end of the 30 day review period there are still outstanding deficiencies, the Division must deny the TR unless the permittee requests additional time, in writing, to provide the required information.

There is no pre-defined format for the submittal of a TR; however, it is up to the permittee to provide sufficient information to the Division to approve the TR request, including updated mining and reclamation plan maps that accurately depict the changes proposed in the requested TR.

Required Fees for Technical Revision by Permit Type - Please mark the correct fee and submit it with your request for a Technical Revision.

<u>Permit Type</u>	<u>Required TR Fee</u>	<u>Submitted</u> (mark only one)
110c, 111, 112 construction materials, and 112 quarries	\$216	<input checked="" type="checkbox"/>
112 hard rock (not DMO)	\$175	<input type="checkbox"/>
110d, 112d(1, 2 or 3)	\$1006	<input type="checkbox"/>



AREA 2
TOTAL AREA 34.89 AC. ±
LAKE AREA 24.41 ac. ±

SETTLING POND SURFACE APPROXIMATELY
9 FEET BELOW HIGHEST WATER SURFACE

AREA 3
TOTAL AREA 297.50 AC. ±
LAKE AREA 266.65 ac. ±

AREA 1
TOTAL AREA 12.49 AC. ±

LEGEND

- PERMIT LINE/AFFECTED LANDS
- — — — — AREA LINE
- — — — — 200 FOOT
- — — — — DITCH
- — — — — ROADS
- — — — — PAVED ROAD
- BE — BE — BURIED ELECTRIC
- BT — BT — OVERHEAD COMMUNICATIONS
- DHC — DHC — OVERHEAD ELECTRIC
- — — — — FENCE
- GAS — GAS — GASLINE
- ENCANA NELSON 24-32 GAS/OIL WELL
- BUILDING
- LAKE
- REVEGETATED

NOTE: FIGURE E-1 FOLLOWING THE RECLAMATION PLAN TEXT IS A COLOR RENDITION OF THIS MAP.

Parts of the SW $\frac{1}{4}$ NE $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$,
NE $\frac{1}{4}$ NW $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$ and NW $\frac{1}{4}$ NW $\frac{1}{4}$, Sec 32, T-3-N,
R-67-W of the 6th P.M., County Of Weld, State of Colorado

Map Exhibit F - Reclamation Plan Map (2023)

PREPARED BY: **ENVIRONMENT, INC.**
7985 VANCE DR., # 205A
ARVADA, CO 80003
(303) 423-7297
Environment-inc@outdrs.net

TECHNICAL REVISION
FOR
**FIRESTONE GRAVEL RESOURCE
PERMIT # M-1996-052**

DATE	DESCRIPTION	BY
1996	ORIGINAL PERMIT FILED	OWNE'S BROS
1/7/2010	AMENDED TO ADD 274.04 AC ±	LGE/env-1
1/25/2019	TECHNICAL REVISION - ADD SETTLING PONDS	LGE/env-1
5/15/2019	AMENDED TO ADD 2.09 AC ±	LGE/env-1
8/11/2023	TECHNICAL REVISION - RELOCATE DITCH & REMOVE OIL/GAS FACILITIES	LGE/env-1



L.G. Everist, Inc.
7321 EAST 88TH AVENUE | HENDERSON, COLORADO 80640
PHONE: (303) 287-4656 | FAX: (303) 289-1348

CHECKED BY: INITIALS	DRAWN BY: ENV/SLO	SCALE: 1" = 200'	FILE NAME: FGR-F-MAP	DATE: 12/28/2009
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MINING TIMETABLE (revised 8-2023)

AREA*	YEARS	ACRES ±		
		TOTAL	MINED AREA	MISC. (DITCHES, UNDISTURBED AREAS, ETC.)
Area 1	1-2	12.49	9.31	3.18
Area 2	2-4	34.89	31.23	3.66
Area 3	28-34	297.50	280.56	16.94
TOTALS	31-40	344.88	321.10	23.78

* areas are only used to explain the mining areas, not the direction or timing of the mining operations.

RECLAMATION TIMETABLE (revised 8-2023)

AREA	YEARS	ACRES ±				
		TOTAL	LAKE AREA	REVEGE- TATION	ROAD	MISC. (DITCHES, UNDISTURBED AREAS, ETC.)
Area 1	3-5	12.49	0.00	9.31	0.00	3.18
Area 2	3-5	34.89	24.41	5.70	1.12	3.66
Area 3	3-5	297.50	266.65	12.70	1.21	16.94
TOTALS		344.88	291.06	27.71	2.33	23.78



August 1, 2022

LG Everist Inc.
7321 E. 88th Ave.
Suite 200
Henderson, CO 80641

Re: **Final Reclamation Agreement**

Well	API No.
Nelson 24-32	05-123-20187
Robert Nelson 14-32	05-123-22016
Robert Nelson 2-8-32	05-123-24400
Nelson 4-32	05-123-15540
Owens Brothers 13-32	05-123-19552

Township 3 North, Range 67 West of the 6th P.M.
Section 32
Weld County, Colorado
a/k/a Weld County Parcel No. 120932300004 and 120932300002 (the "Property")

Dear Mr. Mathew Noteboom:

Crestone Peak Resources Operating, LLC ("Crestone"), a wholly-owned subsidiary of Civitas Resources, Inc. (the same and Crestone, collectively, "Civitas") has previously consulted with you concerning the final reclamation of the above-captioned wells ("Wells") in accordance with your direction concerning future use of the Property and applicable rules of the Colorado Oil and Gas Conservation Commission ("COGCC"). The Wells will be plugged and abandoned. All flowlines will be abandoned in place pursuant to COGCC rules and regulations. Pursuant to COGCC Rule 1001.c., Crestone and LG Everist Inc. (the "Surface Owner"), agree to enter into this Final Reclamation Agreement in order to set forth the respective rights and responsibilities of the parties and to request that the COGCC not require compliance with certain 1000-series rules.

The specific portion of the oil and gas location subject to this Final Reclamation Agreement and waiver include:

- The Wells wellhead surface locations in Township 3 North, Range 67 West of the 6th P.M. Section 32 in Weld County, Colorado
- The access road to the Wells and production facilities and the areas around the production facilities related to the Wells. (collectively the "Locations").



The reasons for Surface Owner entering into this Final Reclamation Agreement and thereby waiving Crestone's obligations for additional and final reclamation required under COGCC Rule 1004 at the Locations include:

- Surface Owner is waiving final reclamation because the Property is and will continue to be mined for rock, gravel, and other soil material. Crestone has worked cooperatively with Surface Owner to ensure proper plugging of the Wells on each location and removal of all surface equipment at the Wells location and at the production facilities area. Surface Owner believes waiver of final reclamation requirements as provided herein will not result in any adverse impacts to public health, safety and welfare, the environment or wildlife resources.

As the Surface Owner, you acknowledge that the current condition of the Property subject to this Final Reclamation Agreement is satisfactory to you and that Crestone need not perform the continuing final reclamation requirements under Rules 1004.a. and 1004.e, *e.g.*, revegetation, recontouring, culvert removal, (if applicable), compaction alleviation, access road removal. If applicable, you acknowledge responsibility of all topsoil protection. Additionally, by executing this letter below, as the Surface Owner, you also acknowledge that you knowingly, and forever, waive all reclamation protections otherwise afforded by COGCC Rule 1004 and that you will assume responsibility for any further reclamation activities you wish to have undertaken on the Property as it relates to the Wells, production facilities area, and access roads.

If this Final Reclamation Agreement correctly reflects your agreement, please sign, date, and have your signature notarized on this letter and return to the undersigned.

Please be aware that although you have signed this Final Reclamation Agreement and Crestone subsequently submits a reclamation variance request to the COGCC, the COGCC may deny such request and Crestone will then be required to complete all final reclamation in accordance with the COGCC 1000 Series rules.

Thank you for your time and consideration in this matter. If you have any questions or comments, please contact Bob Bresnahan at 720.369.0432.

Respectfully,

Allyson Boies
VP - Land
Crestone Peak Resources Operating, LLC

(Signature and Acknowledgement on following page)



I acknowledge and agree as set forth above.

LG EVERIST INC.

By: [Signature]
Name/Title: Matthew Notboom, VP-Mounts in
Date: 8-11-22

ACKNOWLEDGEMENTS

STATE OF COLORADO)
) §
COUNTY OF Adams)

On this 11th day of August, 2022, before me personally appeared Matthew Notboom, known to me to be the persons described in and who executed the foregoing instrument, and who acknowledged to me that they executed the same.

(SEAL)



My commission expires: 12/29/2024

[Signature]
Notary Public

LAST CHANCE DITCH RELOCATION AGREEMENT

This Last Chance Ditch Relocation Agreement (the “**Agreement**”) is entered into this ____ day of November, 2022, by and between the Last Chance Ditch Company, a Colorado mutual ditch company (the “**Company**”), and L.G. Everist, Incorporated, a South Dakota corporation (the “**Owner**”). The Company and the Owner may be referred to herein as the “**Parties**” or individually as a “**Party**.”

RECITALS

WHEREAS, the Owner is the fee-simple owner of certain real property (the “**Owner Property**”) located in Section 32, Township 3 North, Range 67 West of the 6th PM, Weld County, Colorado, as the same is depicted on **EXHIBIT A**.

WHEREAS, the Company owns and operates the Last Chance Ditch (the “**Ditch**”) (a portion of which is depicted in **EXHIBIT A**) within a prescriptive easement that crosses the Owner Property (the “**Existing Ditch Easement**”) (also depicted in **EXHIBIT A**), and which the Owner desires to mine for sand and gravel, among other uses and activities (the “**Project**”);

WHEREAS, construction of the Project will require the Owner to access and perform certain work within the Existing Ditch Easement;

WHEREAS, in connection with and in furtherance of the Project, the Owner desires to relocate and pipe a portion of the Ditch to the location described on **EXHIBIT B**, via the associated Replacement Ditch Easement (as defined below) (collectively, the “**Relocated Ditch Site**”);

WHEREAS, pursuant to the terms and conditions in this Agreement, the Company agrees to the relocation and piping of a portion of the Ditch to the Relocated Ditch Site; and

WHEREAS, the Company and the Owner enter into this Agreement for the purpose of setting forth their respective rights and obligations and their understandings and agreements regarding the relocation and piping of a portion of the Ditch from the Existing Ditch Easement to the Relocated Ditch Site, including but not limited to the Owner granting to the Company the Replacement Ditch Easement, and the Company releasing, terminating, and quitclaiming to the Owner the Company’s interest in the Existing Ditch Easement.

NOW, THEREFORE, in consideration of the mutual promises hereinafter expressed, the Parties agree as follows:

AGREEMENT

1. **Sequencing of Performance.** This Agreement is intended to be performed in a certain sequence. The sequence is outlined below.

- a. Prior to execution of this Agreement and as a condition precedent to the Owner commencing any construction of improvements for the relocated Ditch on the Owner Property, the Company shall approve the construction plans, specifications, and drawings (collectively, the “**Plans**”), for the relocated Ditch and improvements and appurtenances to be constructed and installed at the Relocated Ditch Site (the “**Relocated Ditch Improvements**”), which approval

shall not be unreasonably withheld, conditioned, or delayed. The approved Plans are attached as **EXHIBIT B**. The Company has reviewed and approved the Plans.

- b. Concurrent with the Parties' execution of this Agreement, the Owner shall execute and deliver to the Company a Ditch Easement Deed in the form attached as **EXHIBIT C**, for the Relocated Ditch Site (the "**Replacement Ditch Easement**").
- c. Owner shall obtain all required permits from the local government with jurisdiction, the State of Colorado, and agencies of the federal government, as applicable (collectively, the "**Permitting Agencies**"), and the Company hereby grants to the Owner access over, under, across, and through the Existing Ditch Easement and Replacement Ditch Easement to complete the work provided in this Agreement.
- d. The Owner shall construct the Relocated Ditch Improvements on the Owner Property pursuant to the Plans and as further set forth below.
- e. The Company shall inspect the Relocated Ditch Improvements as described in Section 2(d) below, and if any items are identified in the Punch List, the Owner shall make such reasonable repairs or corrections reasonably required by Owner so that the Relocated Ditch Improvements are constructed in accordance with the Plans. Upon the Company's reasonable satisfaction with the construction, installation, and performance of the Relocated Ditch Improvements, the Company shall promptly accept the Relocated Ditch Improvements via the Notice of Acceptance described in Section 2(d).
- f. Upon approval of the Relocated Ditch Improvements, a closing (the "**Closing**") shall occur at which time the Company will deliver to the Owner documents sufficient to release, terminate, and extinguish the Company's interest in the Existing Ditch Easement so that the associated real property shall thereafter be solely for the Owner's use. Upon the Closing, the Company shall commence use of the Relocated Ditch Improvements per the terms of the Replacement Ditch Easement.

2. **Construction of the Relocated Ditch Improvements.**

- a. The Owner shall construct the Relocated Ditch Improvements, at the Owner's sole risk, cost, and expense, in accordance with the Plans.
 - i. Detail Sheet #11 of the approved Plans contains a placeholder to relocate, as part of the Relocated Ditch Improvements, the existing Varra diversion structure. Unlike the relocation of the Accord St. Vrain Valley Ranch #1 diversion structure (identified on Detail Sheet #6), the design of which is described at Detail Sheet #24, and the relocation of the Accord St. Vrain Valley Ranch #2 diversion structure (identified on Detail Sheet #6), the design of which is described at Detail Sheet #25, the relocation of the existing Varra diversion structure includes the note stating "approximate location, diversion size, and layout to be determined". Varra Companies, Inc. ("Varra") owns the existing Varra diversion structure. Prior to commencement of construction of the Relocated Ditch Improvements, the Owner and Varra shall agree upon the location and design of the relocated Varra diversion structure which shall be of similar scope and capacity of the existing

Varra diversion structure being relocated, and the Owner, pursuant to Section 2(f), shall obtain approval of the Company, such approval not to be unreasonably withheld, conditioned, or delayed. The Plans shall be amended to include the approved design of the relocated Varra diversion structure as an additional Detail Sheet and an as-built of the same shall be included with the as-built drawings of the Relocated Ditch Improvements as required by Section 2(d).

- b. The Owner shall be solely responsible for compliance with all permit conditions and shall indemnify the Company and hold it harmless for any permit violations or other violations of applicable law related to the construction of the Relocated Ditch Improvements.
- c. The Owner and its respective employees, agents, contractors, and subcontractors shall have the right to enter the Existing Ditch Easement and Replacement Ditch Easement in order to remove and deconstruct any existing improvements and construct and install the Relocated Ditch Improvements in accordance with the Plans. The installation of the Relocated Ditch Improvements shall be completed on or before September 1, 2023, subject to extensions of time for any force majeure delays. The Company prefers that the installation of the Relocated Ditch Improvements be completed between November 1st and March 15th. If the Owner decides to do work during the period between March 16th and October 31st, it must submit to the Company and, prior to any such installation, the Company must approve a plan by which the Company's water shall be bypassed around the construction area. Approval of such plan by the Company shall not be unreasonably withheld, conditioned, or delayed.
- d. Upon substantial completion of the Relocated Ditch Improvements, the Owner shall provide notice of such completion to the Company. Within thirty (30) days following receipt of such notice, the Company will have the opportunity to conduct a final inspection. If the Company does not inspect the Relocated Ditch during such time frame, the Company shall be deemed to have fully accepted the Relocated Ditch. If the completion occurs outside of the March 16 to October irrigation window or if the Company is otherwise unable to run water through the Relocated Ditch Improvements in order to satisfactorily test those improvements, the Ditch Company shall not be deemed to have accepted the Relocated Ditch Improvements until such time as the testing is complete. The Parties shall use good faith efforts to complete such testing in the time frames set forth in this Subsection (d), including the delivery of alternate water through the Relocated Ditch Improvements if Bonus Ditch water is unavailable. If the Company completes the inspection, it shall either: (i) issue a Notice of Acceptance, confirming its acceptance of the Relocated Ditch or (ii) issue a Punch List, identifying any variances between the approved plans and the completed construction and outlining requested repairs (the "**Punch List**"). The Owner and the Company shall thereafter use good faith efforts to agree upon the final contents of the Punch List. The Owner shall thereafter make such repairs or corrections as described in the approved Punch List and, upon completion, shall notify the Company. The Company will approve the Relocated Ditch Improvements for permanent connection to the Ditch when the Company has reasonably determined that they are constructed and installed and perform in substantial conformance with the Plans, and the Company has received "as-built" drawings of the Relocated Ditch Improvements from the Owner.

- e. The Owner agrees to timely repair and remediate any damage of any kind or nature, to the Ditch or the Ditch Easement that is caused by its employees, agents, contractors, or licensees while constructing and installing the Relocated Ditch Improvements.
- f. The Owner shall perform the work subject to this Agreement substantially in accordance with the Plans. Any and all modifications to the Plans shall be subject to the prior approval of the Company, which approval shall not be unreasonably withheld, conditioned, or delayed, and which shall be evidenced by written confirmation by the Company's authorized representative. The Company shall identify its authorized representative and provide the Owner with the contact information of its authorized representative at the time of execution of this Agreement.
- g. The Owner shall be solely responsible for all costs and expenses of the performance of the construction work associated with the Project. The construction work shall be done without cost to the Company.
- h. Nothing in this Agreement authorizes any contractor or subcontractor of the Owner or the Company to encumber any portion of the Replacement Ditch Easement, or the Relocated Ditch Improvements, with any liens, including without limitation mechanics liens. Each Party shall defend and hold harmless the other Party from any and all liens arising from such Party's use of the Replacement Ditch Easement or the Relocated Ditch Improvements and shall cause the same to be removed of record or bonded around within sixty (60) days after receipt of written notice of any such lien.
- i. During construction and installation of the Relocated Ditch Improvements, the Company shall have the right of access at all times to observe the construction and installation. Upon notice to the Owner, any work that is unacceptable to the Company which affects the Ditch or Ditch Easement, shall be immediately removed, and replaced or otherwise rectified to the reasonable satisfaction of the Company. Upon the completion of the Relocated Ditch Improvements, the Owner shall promptly notify the Company, and the Parties shall inspect that portion of the Project work performed that affects the Company's Ditch or Ditch Easement. To the extent that there are any material deficiencies or variations in the construction and installation from that described in the approved Plans, or the Company reasonably determines that the work is substandard or materially effects the functionality of the Ditch or impairs the Company's reasonable use and enjoyment of the Replacement Ditch Easement, the Owner shall forthwith remedy the same at the Company's request. In so doing, the Owner shall meet all reasonable requirements of the Company for the protection of the Ditch and the Ditch Easement.

3. Maintenance, Repairs, and Replacement of the Relocated Ditch Improvements. For a period of six (6) months after the Notice of Acceptance, any maintenance, repair, or replacement of the Relocated Ditch Improvements, including but not limited to cleaning of any silt or other material from the piped portion by high pressure wash or other means, and repair and replacement of any associated grates or cleanouts, shall be the responsibility of the Owner, its assigns, and successors. This includes the cleaning of any trash racks or lattices which may be installed at the entry or exit of the piped portion. If the Company becomes aware of a necessary maintenance, repair, or replacement to the piped portion, it shall notify the Owner in writing. Thereafter, any such maintenance, repair, or replacement of the Relocated

Ditch Improvements shall be the sole responsibility of the Company. The Parties shall confer and attempt to agree on the necessary maintenance, repair, or replacement. If maintenance, repair or replacement of the piped portion is determined to be necessary and the responsible party does not complete such maintenance, repair or replacement in a commercially reasonable period, the other party may complete the maintenance, repair or replacement and recover the cost of the maintenance, repair or replacement from the responsible party; except that if, at any time, there is a situation which interrupts, threatens to interrupt or prevents water from being delivered for use from the relocated Ditch, then the Company may immediately make the repairs or take other actions necessary to remedy the situation at its sole cost. In the event of emergency, all parties shall be notified of the situation as soon as possible.

4. Closing. Within ten (10) days after Company's approval of the Relocated Ditch Improvements, the Company shall execute such documents reasonably requested by the Owner to release, terminate, and extinguish the Existing Ditch Easement for the Owner's use thereof.

5. Release of Claims and Indemnification.

a. The Owner and its respective employees, agents, contractors, subcontractors, and assigns (together with the Owner, the "**Responsible Parties**") shall enter onto the Existing Ditch Easement at their own risk and they further ASSUME ALL RISKS related to the same. The Company, its successors, assigns, employees, agents, officers, directors, or stockholders (the "**Company's Indemnified Parties**") shall have no liability to the Responsible Parties, except to the extent caused by the gross negligence or willful misconduct of the Company's Indemnified Parties, for any losses related to or arising from entry onto the Existing Ditch Easement, and the Responsible Parties hereby irrevocably and forever release the Company's Indemnified Parties from any losses relating thereto (including but not limited to personal injury and property damage), except to the extent the same were caused by the Company's Indemnified Parties' gross negligence or willful misconduct. The Owner shall ensure that all Responsible Parties acknowledge and accept the terms of this Section 5(a) prior to commencement of work within the Existing Ditch Easement.

b. Interruptions or reductions of flows in the Ditch may have significant impact on the Company's shareholders, due to lost crops or production or limitations on municipal water supplies, and the parties agree that any indemnities relating to the same shall be as described in the Ditch Easement Deed.

c. By virtue of entering into this Agreement, the Company assumes no liability for the Project or the Relocated Ditch Improvements.

6. **Additional Provisions.**

a. No water shall be taken from the Ditch by virtue of this Agreement.

b. The Owner may install those utility and other crossings or place structures in, under, through, or upon the Existing Ditch Easement and the Relocated Ditch Easement that are shown on the Plans. The Owner shall be required to obtain approval from the Company for any future utility or other crossings of or encroachments in, under, through, or upon the Relocated Ditch Easement not shown on the Plans.

- c. The Owner agrees to reimburse the Company (or pay directly) for the reasonable engineering and legal costs incurred by the Company in preparing and approving this Agreement and the Ditch Easement Deed. If the Company has not received payment within sixty days after the date of the invoice, the Owner shall have breached this Agreement and the Company may institute legal proceedings to collect the amount due and owing. In any proceeding to enforce the terms of this Agreement, the Company shall be entitled to its costs and reasonable attorney's fees from the Owner.
- d. In the event of default in the performance of any of the obligations set forth herein which the defaulting Party does not cure within fifteen (15) days for a financial default or thirty (30) days for a non-financial default, in both cases after written notice of such default from the non-defaulting Party (or in the case of a default that would reasonably take more than fifteen (15) or thirty (30) days, as the case may be, to cure, if the defaulting Party shall fail to undertake substantial action to cure such default within such fifteen (15) day or thirty (30) day period after written notice of default and diligently pursue such cure thereafter) the non-defaulting Party shall have all remedies that may be available to it in law or equity. In the event of any legal action or proceeding arising out of or in any way related to this Agreement, the prevailing party will be entitled to recover all costs and expenses, including attorneys' fees, relating to such event or action as well as any fees or expenses incurred on appeal.
- e. This Agreement shall be interpreted and enforced under the laws of the State of Colorado. In the event of litigation, venue shall be exclusively proper in Boulder County, Colorado.
- f. Any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by certified or registered mail, postage, and fees prepaid, addressed to the party to whom such notice is intended to be given at the address set forth below, or at such other address which has been previously furnished in writing to the other party or parties. Such notice shall be deemed to have been given when deposited in the U.S. mail.

THE LAST CHANCE DITCH COMPANY
Attn: President
P.O. Box 119
Longmont, CO 80502-0119

Operational Contact
Garrett Varra at 720-272-2857 [cell]

Copy to:
Scott Holwick
Lyons Gaddis
P. O. Box 978
Longmont, CO 80502

L.G. EVERIST, INCORPORATED
Matthew Noteboom, P.E. – V.P. Mountain Division
7321 E. 88th Ave., Suite 200
Henderson, CO 80640

Operational Contact
Matthew Noteboom at 303-941-9620


Copy to:
Mike Fredregill
Welborn Sullivan Meck & Tooley, P.C.
1401 Lawrence Street, Suite 1800
Denver, CO 80202

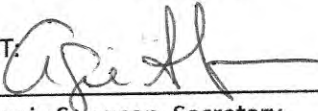
- g. This Agreement, unless modified by Court Order or by written agreement of the Parties, shall be perpetual and binding on any successors or assigns of the Parties.
- h. If any provision in this Agreement is held invalid, illegal, or unenforceable by a court of law, the validity, legality, and enforceability of the remaining provisions of this Agreement shall not be impaired thereby and will remain in full force and effect.
- i. This Agreement with exhibits constitutes the entire understanding and agreement between the Parties. Any prior agreements, understandings, and representations are of no further force and effect.
- j. This Agreement may be executed by facsimile signatures and all such signatures shall be considered as original signatures for all purposes hereunder, except that the parties shall execute a complete document with original signatures for the purpose of recording it in the real estate records of Boulder County.
- k. This Agreement may be executed in several counterparts and as so executed, shall constitute one Agreement, binding on all the parties even though all the parties have not signed the same counterpart. Any counterpart of this Agreement which has attached to it separate signature pages, which altogether contain the signatures of all the parties, shall be deemed a fully executed instrument for all purposes.

This Agreement may be recorded, at either Party's option, and if so recorded, the cost of such recording shall be borne by the Owner.

[The rest of this page left intentionally blank]

LAST CHANCE DITCH COMPANY, a Colorado
nonprofit corporation

By: 
Garrett Varra, President

ATTEST:
By: 
Angie Swanson, Secretary

L.G. Everist, Incorporated, a South Dakota corporation

By: [Signature]
Name: Matthew Noteboom
Title: VP. Mountain

STATE OF Colorado)
) ss.
COUNTY OF Adams)

The foregoing instrument was subscribed and sworn to before me this 28th day of November, 2022, by Matthew Noteboom as Vice President for L.G. Everist, Incorporated, a South Dakota corporation.

Witness my hand and official seal.

My commission expires: 12/29/2024

[Signature]
Notary Public

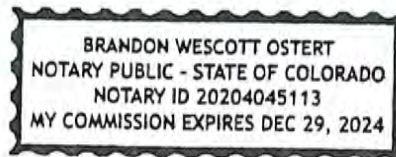
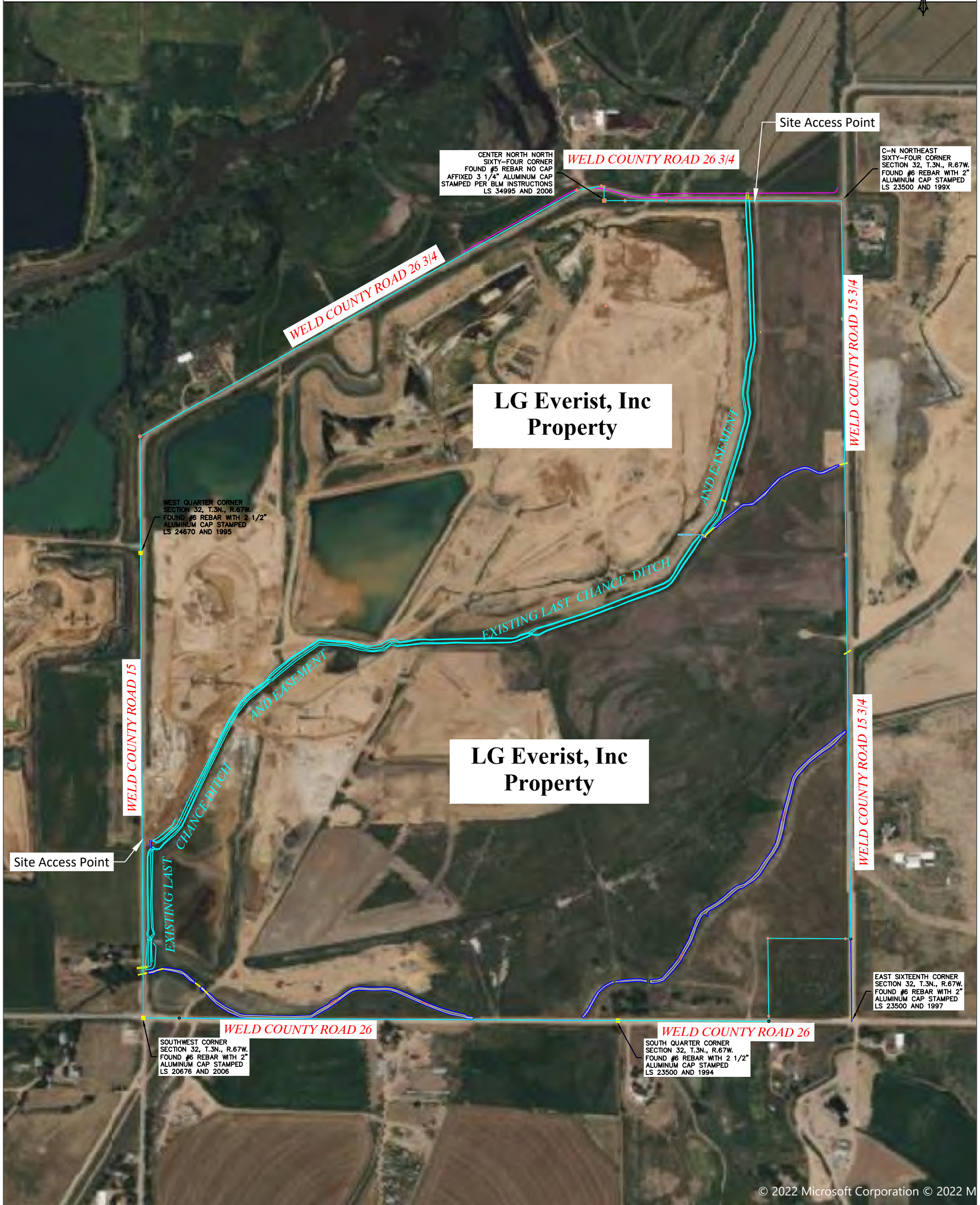


EXHIBIT A

Owner Property and Existing Ditch Easement



CENTER NORTH NORTH SIXTY-FOUR CORNER FOUND #5 REBAR NO CAP AFFIXED 3 1/4" ALUMINUM CAP STAMPED PER BLM INSTRUCTIONS LS 34995 AND 2006

WELD COUNTY ROAD 26 3/4

C-N NORTHEAST SIXTY-FOUR CORNER SECTION #6 REBAR WITH 2" ALUMINUM CAP STAMPED LS 23500 AND 199X

WELD COUNTY ROAD 26 3/4

LG Everist, Inc Property

WELD COUNTY ROAD 15 3/4

WEST QUARTER CORNER SECTION 32, T.3N., R.67W. FOUND #6 REBAR WITH 2 1/2" ALUMINUM CAP STAMPED LS 24670 AND 1995

EXISTING LAST CHANCE DITCH

AND EASEMENT

LG Everist, Inc Property

WELD COUNTY ROAD 15 3/4

Site Access Point

WELD COUNTY ROAD 15

EXISTING LAST CHANCE DITCH

EAST SIXTEENTH CORNER SECTION 32, T.3N., R.67W. FOUND #6 REBAR WITH 2" ALUMINUM CAP STAMPED LS 23500 AND 1997

WELD COUNTY ROAD 26

SOUTHWEST CORNER SECTION 32, T.3N., R.67W. FOUND #6 REBAR WITH 2" ALUMINUM CAP STAMPED LS 20676 AND 2006

WELD COUNTY ROAD 26

SOUTH QUARTER CORNER SECTION 32, T.3N., R.67W. FOUND #6 REBAR WITH 2 1/2" ALUMINUM CAP STAMPED LS 23500 AND 1994

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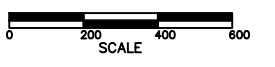


EXHIBIT A - Owner Property and Existing Ditch Location
LAST CHANCE DITCH RELOCATION AGREEMENT

DRAWN BY: MSN
SCALE: AS NOTED
DATE: 10-05-2022



L.G. EVERIST, INC.
We Deliver Solutions!
FT. LUPTON, CO

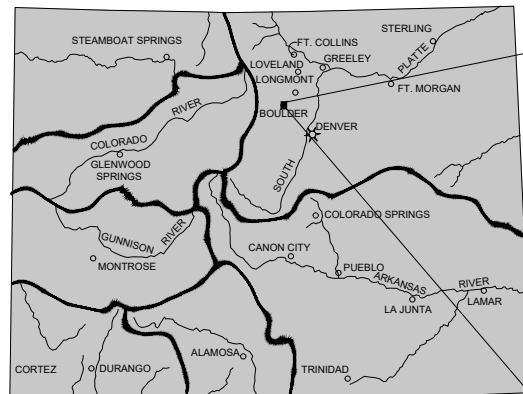
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REV.

EXHIBIT B
Plans and Specifications

LAST CHANCE DITCH RELOCATION FIRESTONE GRAVEL PIT

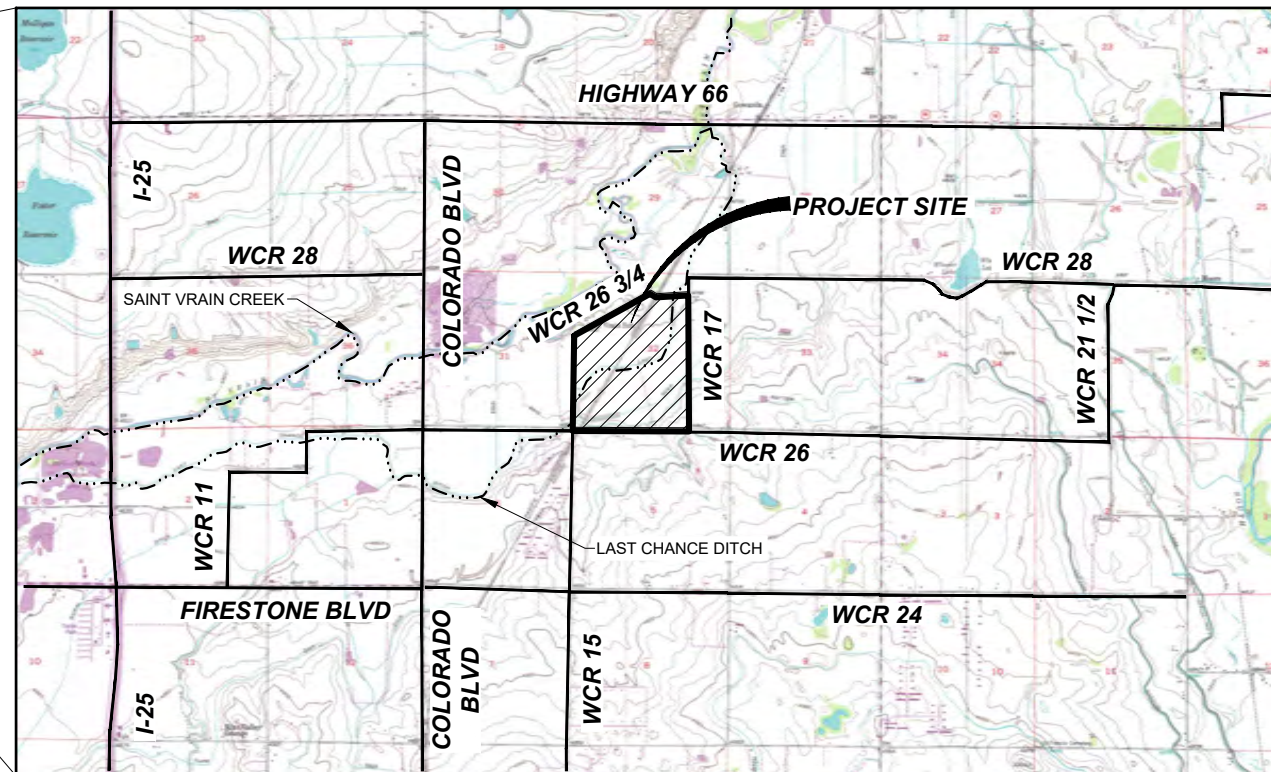
PREPARED FOR
LG EVERIST, INC

7321 E 88TH AVE, STE 200
HENDERSON, CO 80640



STATE OF COLORADO
PROJECT LOCATION MAP

SCALE: NONE



SHEET INDEX

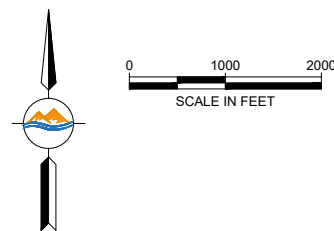
- 1 COVER & VICINITY MAP
- 2 EXISTING CONDITIONS & SURVEY CONTROL
- 3 GENERAL PLAN
- 4 PLAN & PROFILE STA 0+00 TO 8+00
- 5 PLAN & PROFILE STA 8+00 TO 16+00
- 6 PLAN & PROFILE STA 16+00 TO 24+00
- 7 PLAN & PROFILE STA 24+00 TO 32+00
- 8 PLAN & PROFILE STA 32+00 TO 40+00
- 9 PLAN & PROFILE STA 40+00 TO 48+00
- 10 PLAN & PROFILE STA 48+00 TO 51+00
- 11 PLAN & PROFILE STA 52+00 TO 59+00
- 12 CROSS SECTION FROM STA 0+00 TO 4+00
- 13 CROSS SECTION FROM STA 4+00 TO 8+50
- 14 CROSS SECTION FROM STA 8+50 TO 13+00
- 15 CROSS SECTION FROM STA 13+00 TO 17+50
- 16 CROSS SECTION FROM STA 17+50 TO 22+00
- 17 CROSS SECTION FROM STA 22+00 TO 26+50
- 18 CROSS SECTION FROM STA 26+50 TO 31+00
- 19 CROSS SECTION FROM STA 31+00 TO 35+50
- 20 CROSS SECTION FROM STA 35+50 TO 40+00
- 21 CROSS SECTION FROM STA 40+00 TO 44+50
- 22 CROSS SECTION FROM STA 44+50 TO 48+50
- 23 CROSS SECTION FROM STA 49+00 TO 50+00
- 24 DIVERSION STRUCTURE AT STA 19+47
- 25 DIVERSION STRUCTURE AT STA 27+80

NOTES:

SUMMIT WATER ENGINEERS, INC. IS NOT A GUARANTOR OF THE PERFORMANCE OF THE WORK.

SUMMIT WATER ENGINEERS, INC. IS NOT RESPONSIBLE FOR SAFETY, IN, ON, OR ABOUT THE PROJECT SITE, NOR FOR COMPLIANCE BY THE APPROPRIATE PARTY WITH ANY REGULATIONS RELATED THERETO.

SUMMIT WATER ENGINEERS, INC. EXERCISES NO CONTROL OVER THE SAFETY OR ADEQUACY OF ANY EQUIPMENT, BUILDING COMPONENTS, FORMS, OR OTHER WORK AIDS USED IN OR ABOUT THE PROJECT, OR OVER THE SUPERINTENDING OF THE SAME.



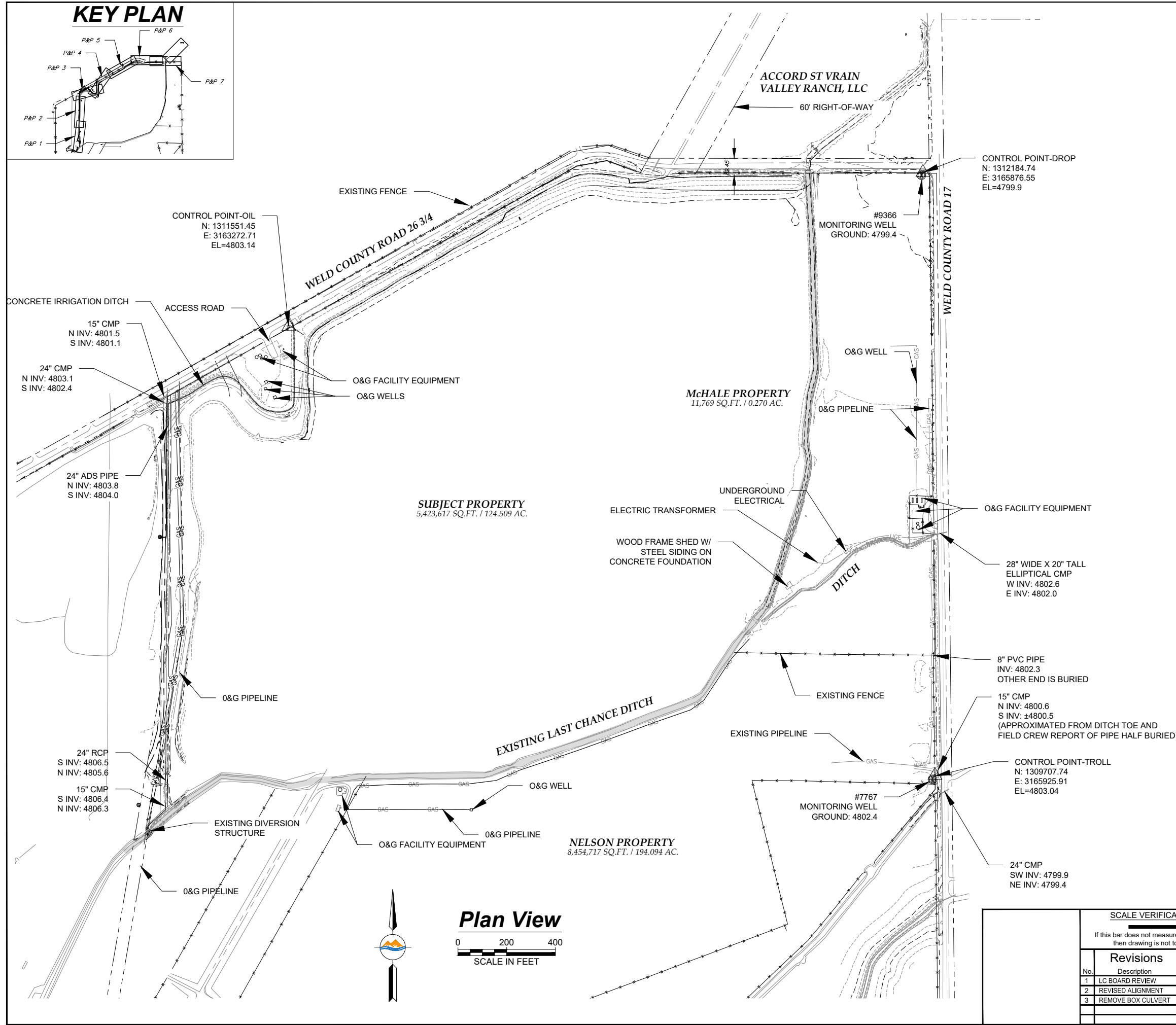
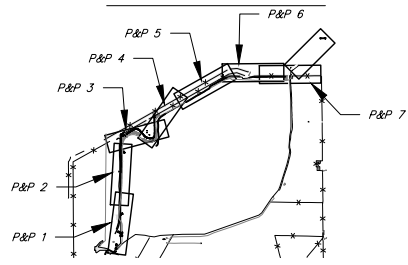
CALL 2-BUSINESS DAYS IN ADVANCE BEFORE YOU DIG, GRADE, OR EXCAVATE FOR THE MARKING OF UNDERGROUND MEMBER UTILITIES.

SUMMIT WATER ENGINEERS, INC. ASSUMES NO RESPONSIBILITY FOR EXISTING UTILITY LOCATIONS (HORIZONTAL AND VERTICAL). THE EXISTING UTILITIES SHOWN ON THIS DRAWING HAVE BEEN PLOTTED FROM THE BEST AVAILABLE INFORMATION. IT IS, HOWEVER, THE RESPONSIBILITY OF THE CONTRACTOR TO FIELD VERIFY THE LOCATION OF ALL UTILITIES PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION ACTIVITIES.

SCALE VERIFICATION				LG EVERIST, INC		
If this bar does not measure 1 inches then drawing is not to scale				LAST CHANCE DITCH RELOCATION		
Revisions				COVER & VICINITY MAP		DESIGNED BY: RHINES APPROVED BY: RHINES DRAWN BY: BCOWLES DATE: 3-17-2021 CHECKED BY: RHINES JOB NUMBER: 0126.002
No.	Description	Date	By			
1	LC BOARD REVIEW	3-17-21	RDH			
2	REVISED ALIGNMENT	9-28-22	RCC			Sheet #: 1
3	REMOVE BOX CULVERT	10-11-22	RCC			

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KEY PLAN



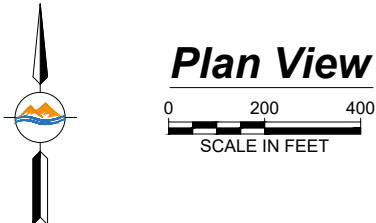
LEGEND

---	EXISTING CONTOUR	⊕	BENCHMARK
- - - -	EXISTING CONTOUR INDEX	△	CONTROL POINT
—+—	PROPOSED ALIGNMENT	⊗	GATE VALVE
—OHU—	OVERHEAD UTILITY	⊗	POWER POLE
—○—	FENCE (CHAIN LINK)	⊗	WOOD POST
—x—	FENCE (WIRE)	⊗	GATE
—UG—	EXISTING UNDERGROUND ELECTRIC	●	CONIFEROUS TREE
—GAS—	EXISTING GAS PIPE LINE	●	DECIDUOUS TREE
		⊗	TREE STUMP
x EL:xx.xx	SPOT ELEVATIONS ALONG PROPOSED ACCESS POINT		

VERTICAL DATUM:
NORTH AMERICAN VERTICAL DATUM OF 1988. VERTICAL BENCHMARK IS NGS DESIGNATION "P 329," ELEVATION=4953.57, A STANDARD DISK SET IN THE TOP OF A CONCRETE POST PROJECTING 0.4' ABOVE GROUND, LOCATED ON THE NORTH SIDE OF HIGHWAY 66 ±7.5 MILES EAST OF ITS INTERSECTION WITH HIGHWAY 287, ±18 FEET EAST OF THE CENTERLINE OF A PRIVATE DRIVE AND ±2 FEET WEST-SOUTHWEST OF A CARSONITE WITNESS POST.

HORIZONTAL DATUM:
MODIFIED COLORADO STATE PLANE (GROUND) COORDINATES NAD 83(2011) DATUM. HORIZONTAL CONTROL BASED UPON TRIMBLE VRS NETWORK SOLUTION.

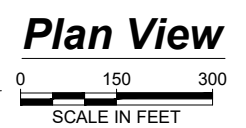
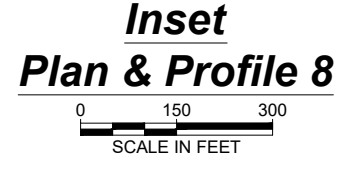
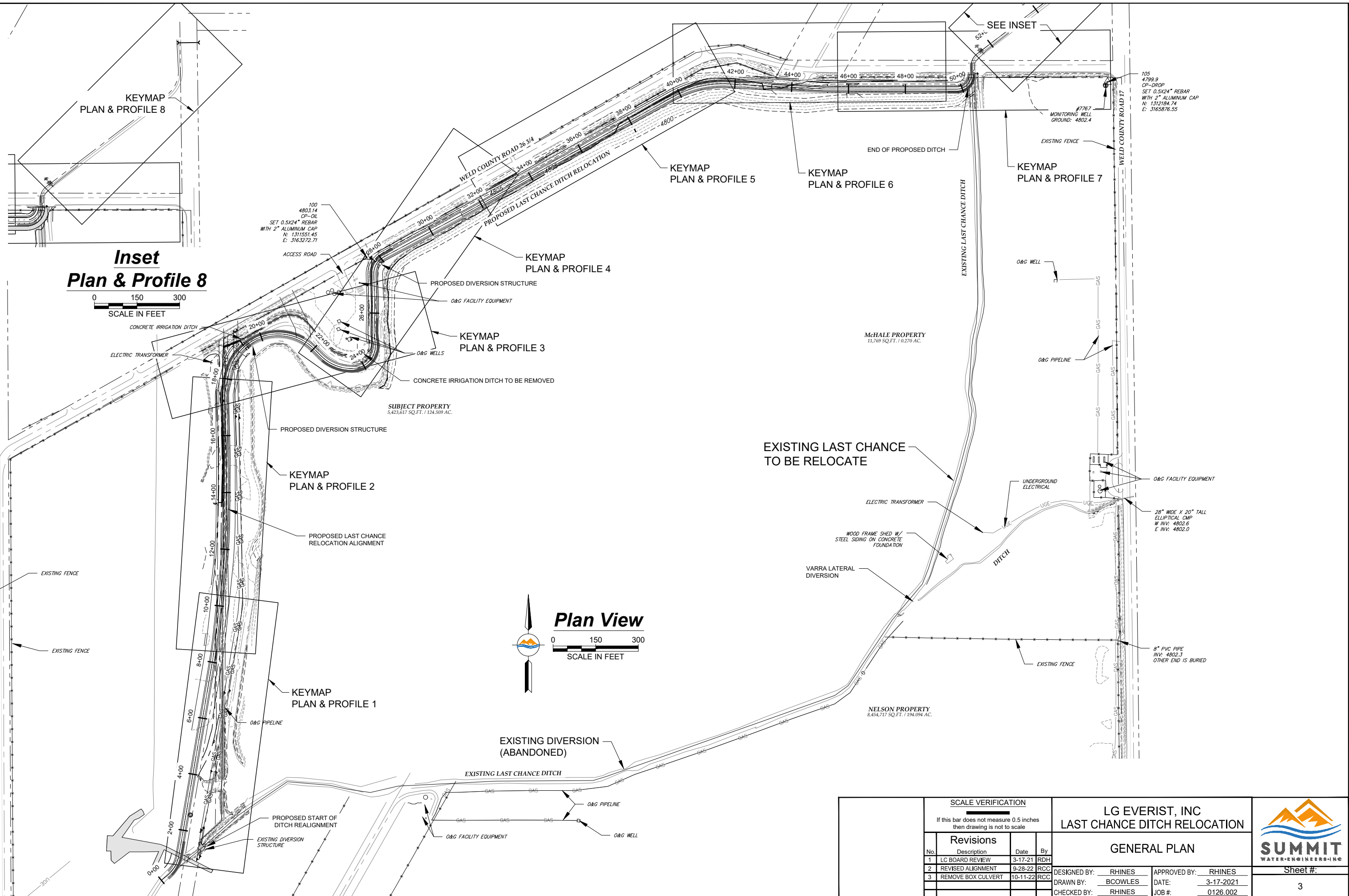
- NOTE:**
1. THIS DRAWING IS AT MODIFIED STATE PLANE. TO REDUCE TO STATE PLANE COORDINATES, SCALE X,Y ONLY AT 0.99972814 (1.00027193) ABOUT THE ORIGIN 0,0.
 2. THIS AUTOCAD DRAWING CONTAINS INFORMATION THAT IS NOT VISIBLE ON THE PLOTTED COPY. TO OBTAIN ALL THE INFORMATION THAT IS AVAILABLE IN THIS DRAWING, ALL THE AUTOCAD LAYERS MUST BE TURNED ON AND THAWED.
 3. THE SIZE, TYPE AND LOCATION OF ALL KNOWN UNDERGROUND UTILITIES ARE APPROXIMATE WHEN SHOWN ON THESE DRAWINGS. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY THE EXISTENCE OF ALL UNDERGROUND UTILITIES IN THE AREA OF THE WORK BEFORE COMMENCING NEW CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL UNDERGROUND UTILITIES AND SHALL BE RESPONSIBLE FOR ALL UNKNOWN UNDERGROUND UTILITIES.
 4. ALL PROJECT CONTROL LISTED HEREON IS PROVIDED AS A COURTESY. IT IS THE RESPONSIBILITY OF THE RECIPIENT TO VERIFY THE ACCURACY OF THE COORDINATES AND ELEVATIONS SHOWN PRIOR TO USING THEM FOR ANY PURPOSES.




Plan View

SCALE VERIFICATION			
If this bar does not measure 0.5 inches then drawing is not to scale			
Revisions			
No.	Description	Date	By
1	LC BOARD REVIEW	3-17-21	RDH
2	REVISED ALIGNMENT	9-28-22	RCC
3	REMOVE BOX CULVERT	10-11-22	RCC
EXISTING CONDITIONS & SURVEY CONTROL			
DESIGNED BY:	RHINES	APPROVED BY:	RHINES
DRAWN BY:	BCOWLES	DATE:	3-17-2021
CHECKED BY:	RHINES	JOB #:	0126.002
			SUMMIT WATER-ENGINEERING
			Sheet #: 2

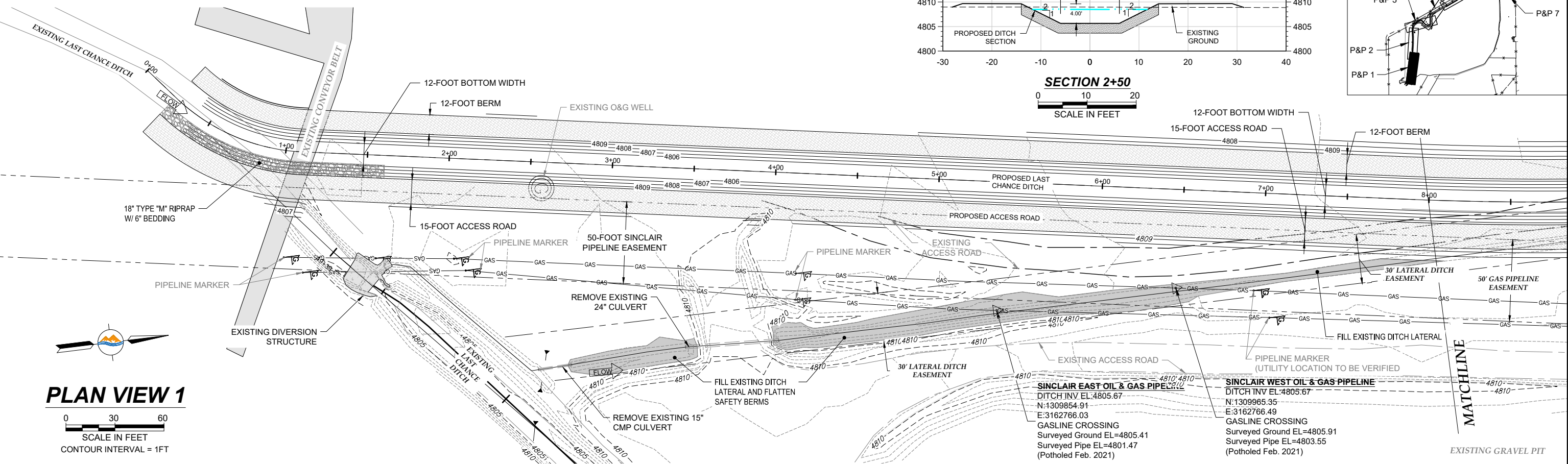
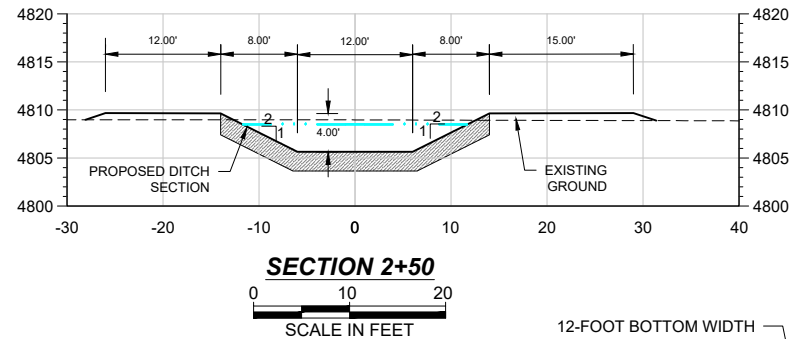
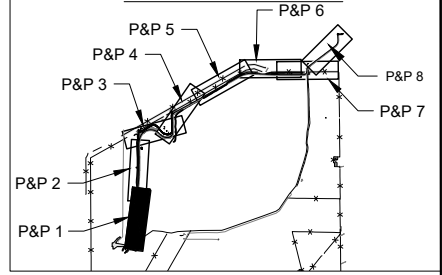
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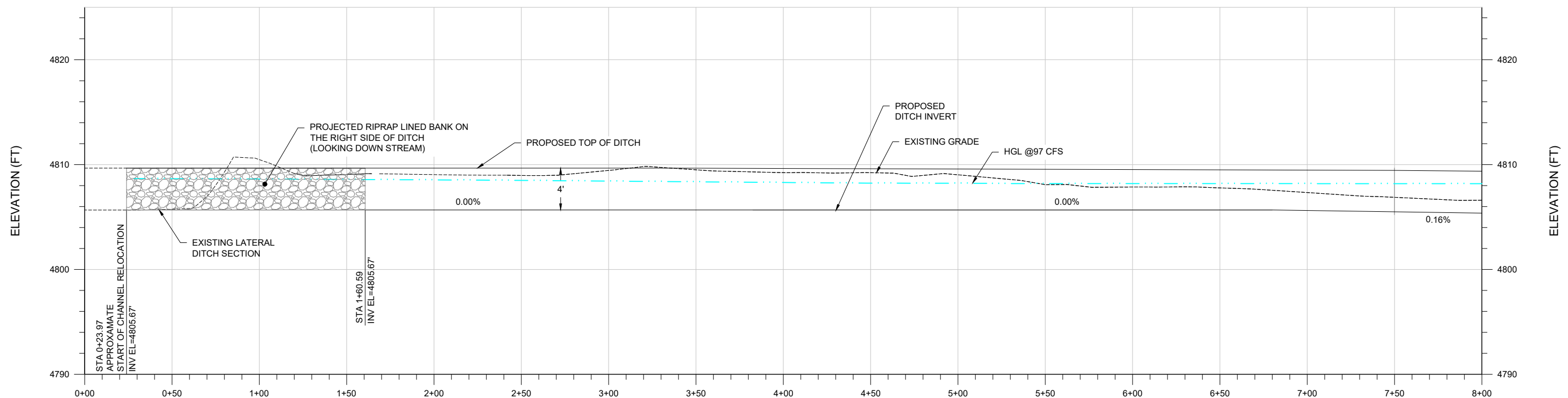
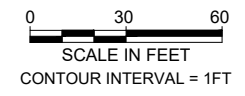
SCALE VERIFICATION				LG EVERIST, INC LAST CHANCE DITCH RELOCATION		 Sheet #: 3
If this bar does not measure 0.5 inches then drawing is not to scale				GENERAL PLAN		
Revisions				DESIGNED BY: RHINES	APPROVED BY: RHINES	
No.	Description	Date	By	DRAWN BY: BCOWLES	DATE: 3-17-2021	
1	LC BOARD REVIEW	3-17-21	RDH	CHECKED BY: RHINES	JOB #: 0126.002	
2	REVISED ALIGNMENT	9-28-22	RCC			
3	REMOVE BOX CULVERT	10-11-22	RCC			

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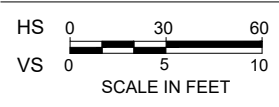
KEY PLAN



PLAN VIEW 1



PROFILE VIEW 1



SCALE VERIFICATION
If this bar does not measure 0.5 inches then drawing is not to scale

Revisions			
No.	Description	Date	By
1	LC BOARD REVIEW	3-17-21	RDH
2	REVISED ALIGNMENT	9-28-22	RCC
3	REMOVE BOX CULVERT	10-11-22	RCC

LG EVERIST, INC
LAST CHANCE DITCH RELOCATION

PLAN & PROFILE STA 0+00 TO 8+00

DESIGNED BY: RHINES
DRAWN BY: BCOWLES
CHECKED BY: RHINES

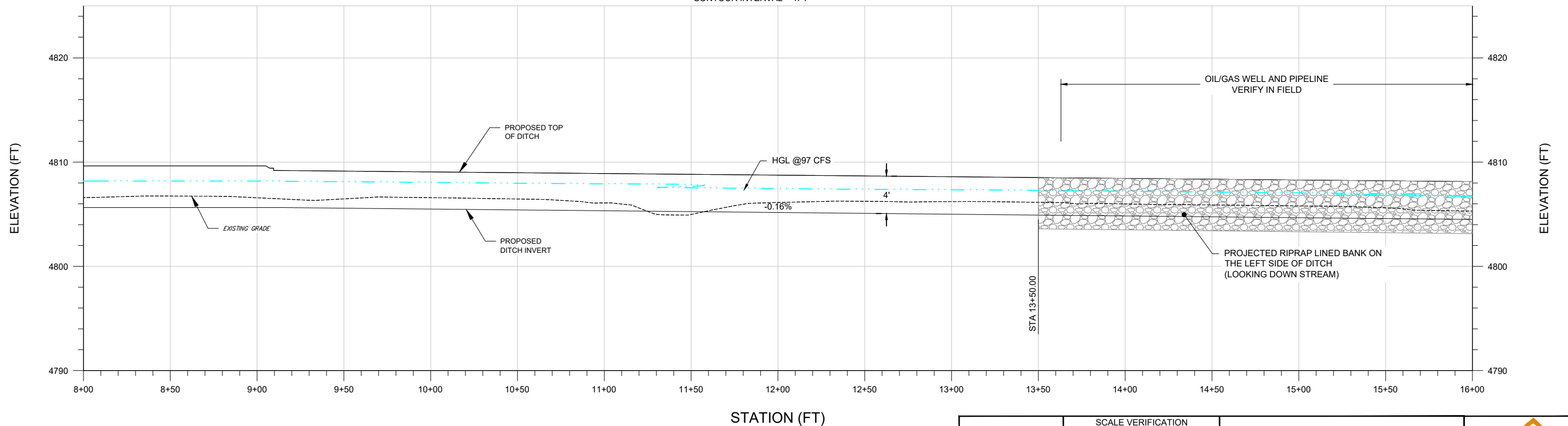
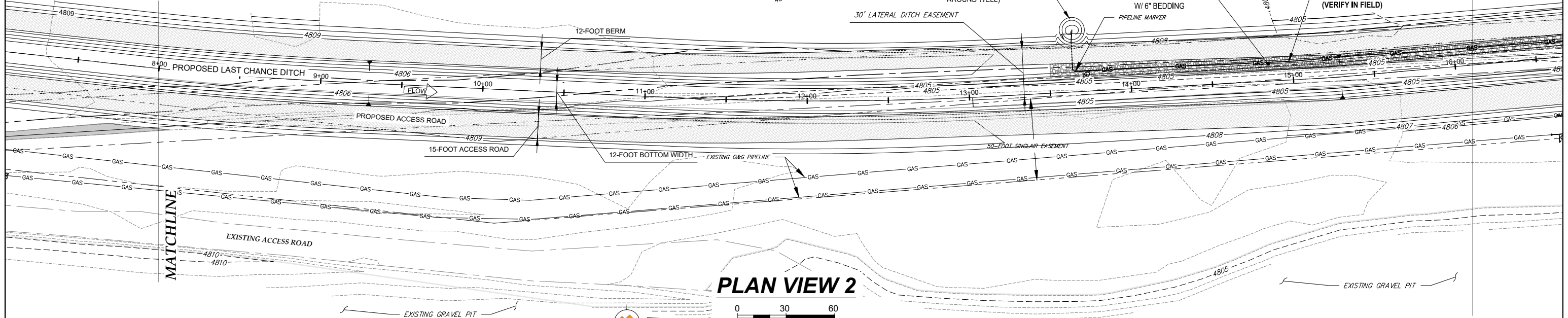
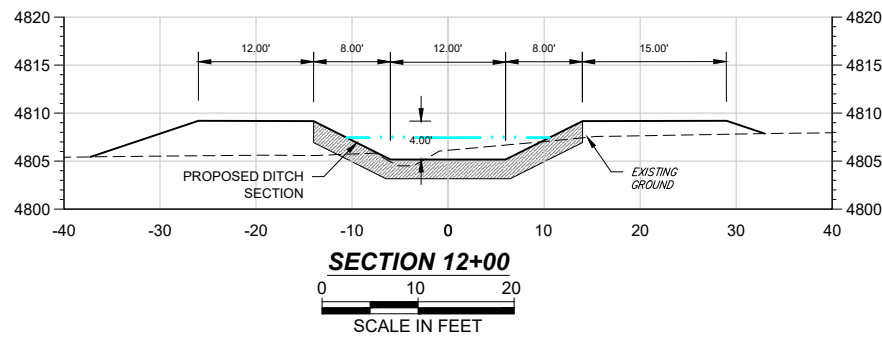
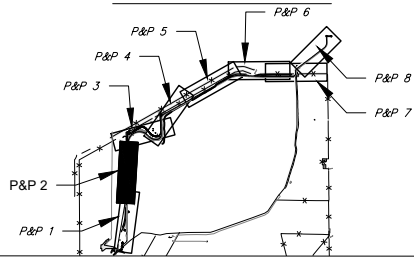
APPROVED BY: RHINES
DATE: 3-17-2021
JOB #: 0126.002



Sheet #: 4

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KEY PLAN



SCALE VERIFICATION
If this bar does not measure 0.5 inches then drawing is not to scale

Revisions			
No.	Description	Date	By
1	LC BOARD REVIEW	3-17-21	RDH
2	REVISED ALIGNMENT	9-28-22	RCC
3	REMOVE BOX CULVERT	10-11-22	RCC

LG EVERIST, INC
LAST CHANCE DITCH RELOCATION

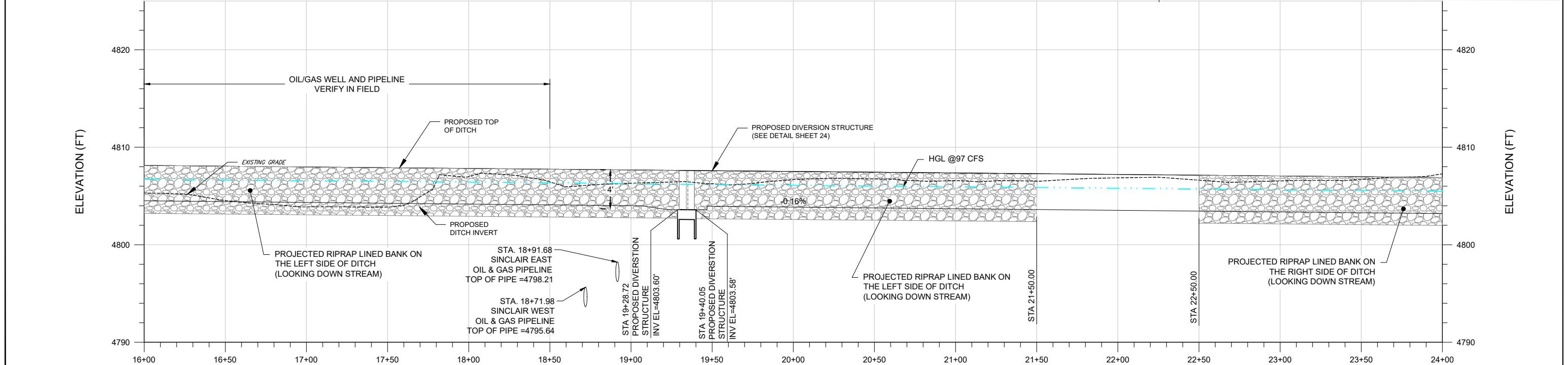
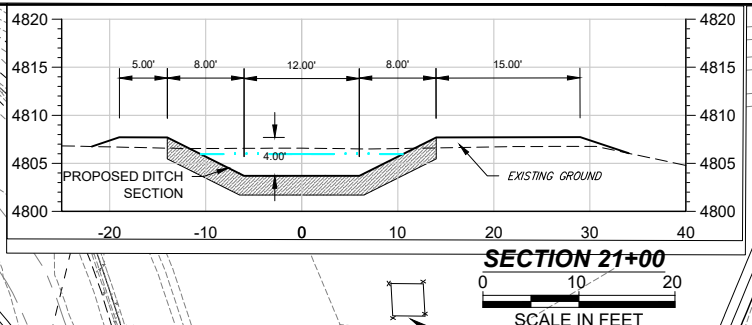
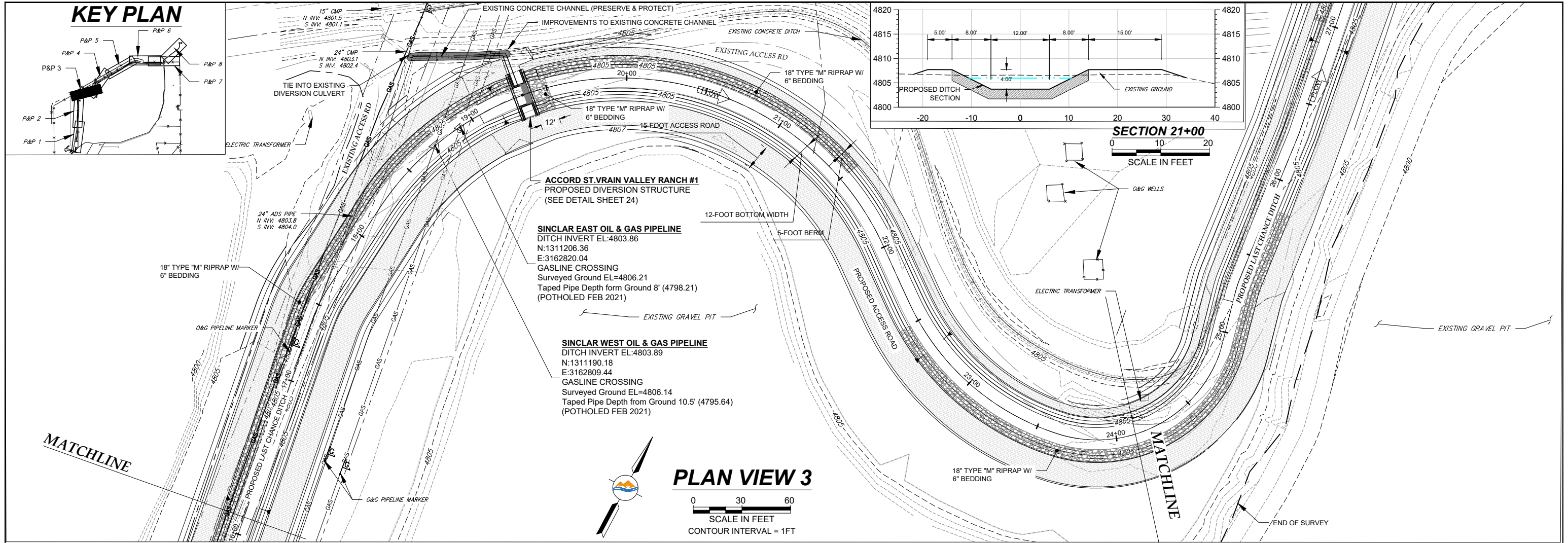
PLAN & PROFILE STA 8+00 TO 16+00

DESIGNED BY: RHINES	APPROVED BY: RHINES
DRAWN BY: BCOWLES	DATE: 3-17-2021
CHECKED BY: RHINES	JOB #: 0126.002

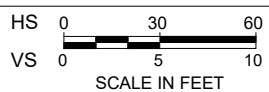
SUMMIT
WATER ENGINEERING

Sheet #:
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PROFILE VIEW 3



SCALE VERIFICATION

If this bar does not measure 0.5 inches then drawing is not to scale

Revisions			
No.	Description	Date	By
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2	REVISED ALIGNMENT	9-28-22	RCC
3	REMOVE BOX CULVERT	10-11-22	RCC

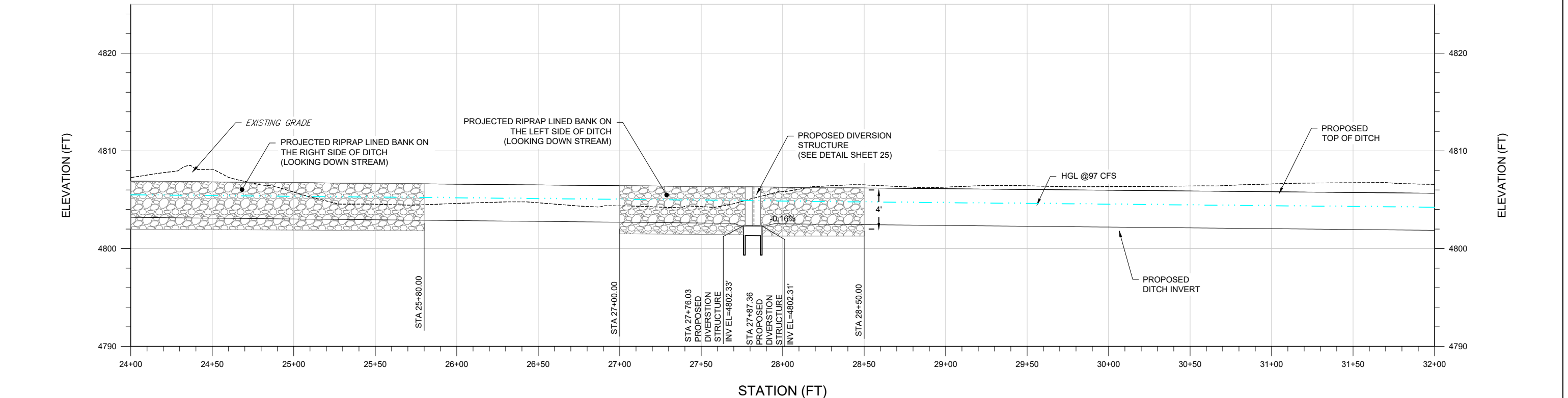
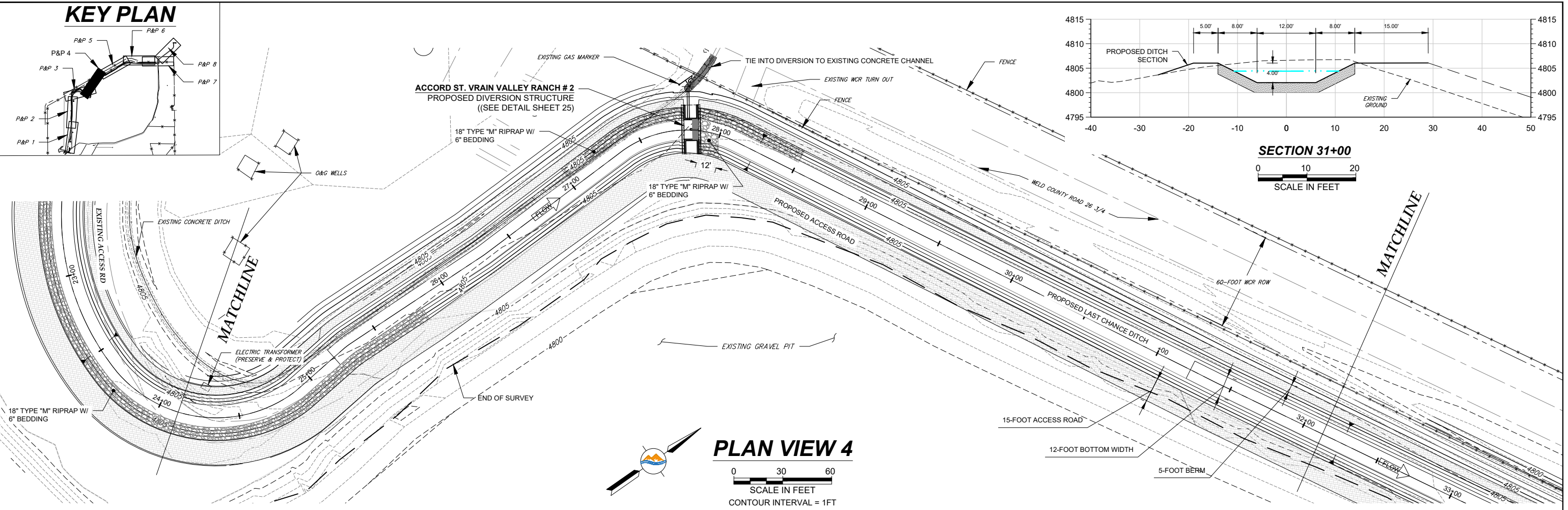
LG EVERIST, INC
LAST CHANCE DITCH RELOCATION

PLAN & PROFILE STA 16+00 TO 24+00

DESIGNED BY: RHINES APPROVED BY: RHINES
DRAWN BY: BCOWLES DATE: 3-17-2021
CHECKED BY: RHINES JOB #: 0126.002

Sheet #:
6

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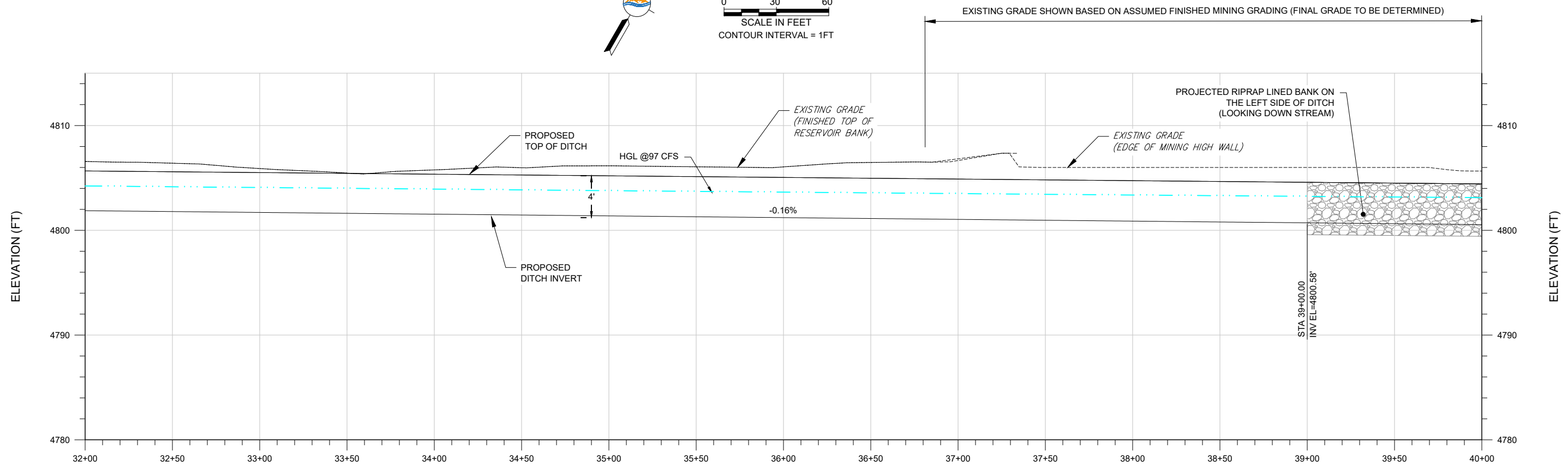
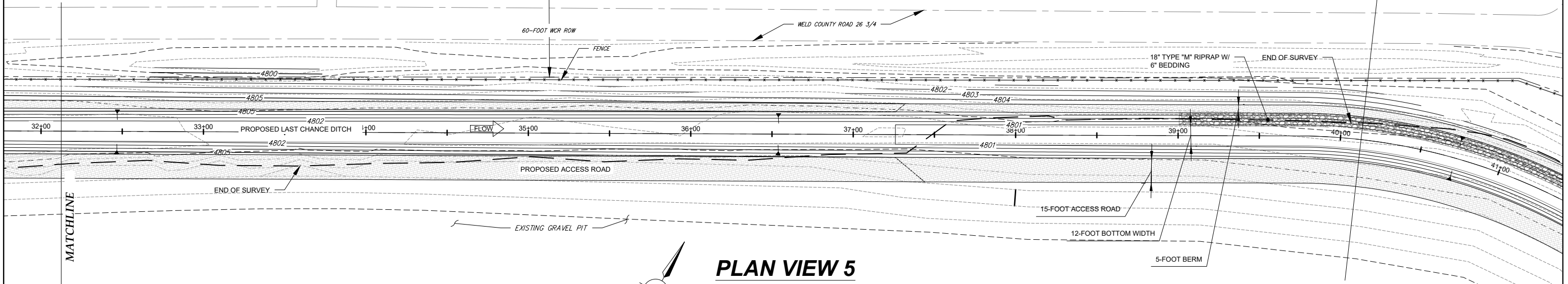
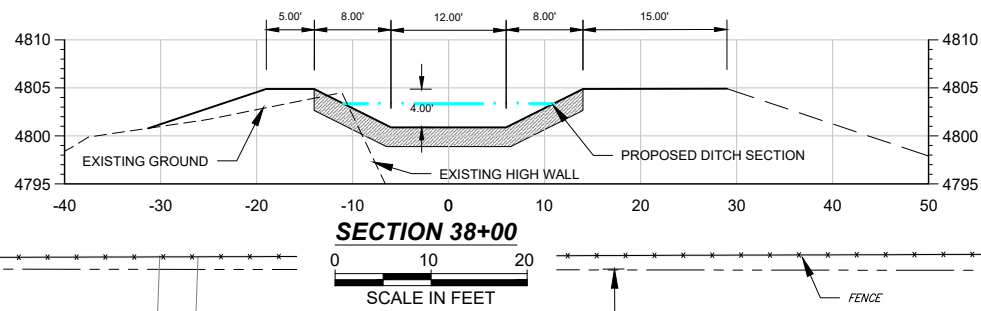
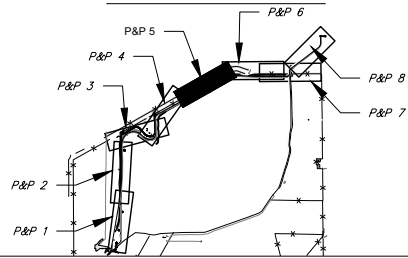
PROFILE VIEW 4
 HS 0 30 60
 VS 0 5 10
 SCALE IN FEET

SCALE VERIFICATION				LG EVERIST, INC	
If this bar does not measure 0.5 inches then drawing is not to scale				LAST CHANCE DITCH RELOCATION	
Revisions				PLAN & PROFILE STA 24+00 TO 32+00	
No.	Description	Date	By	DESIGNED BY:	RHINES
1	LC BOARD REVIEW	3-17-21	RDH	APPROVED BY:	RHINES
2	REVISED ALIGNMENT	9-28-22	RCC	DRAWN BY:	BCOWLES
3	REMOVE BOX CULVERT	10-11-22	RCC	CHECKED BY:	RHINES
				DATE:	3-17-2021
				JOB #:	0126.002
					Sheet #:
					7



Tuesday, October 11, 2022 2:43:22 PM DRAWING: C:\summit water eng dropbox\project files\0126 lg everist\002 last chance relocation\CAD\Working\0126.002-PROPOSED-12T.DWG

KEY PLAN

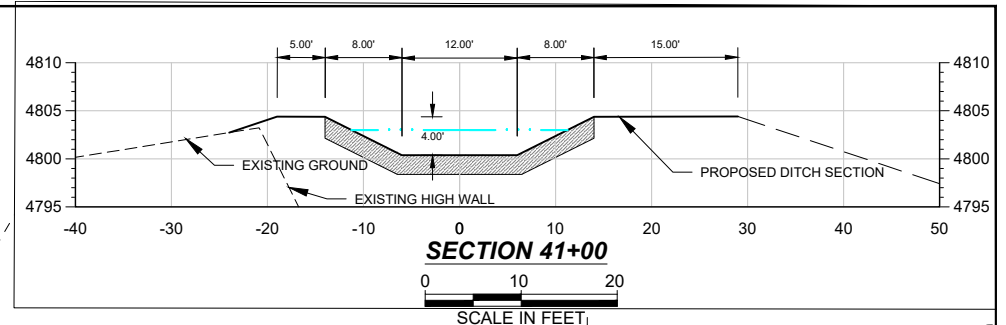
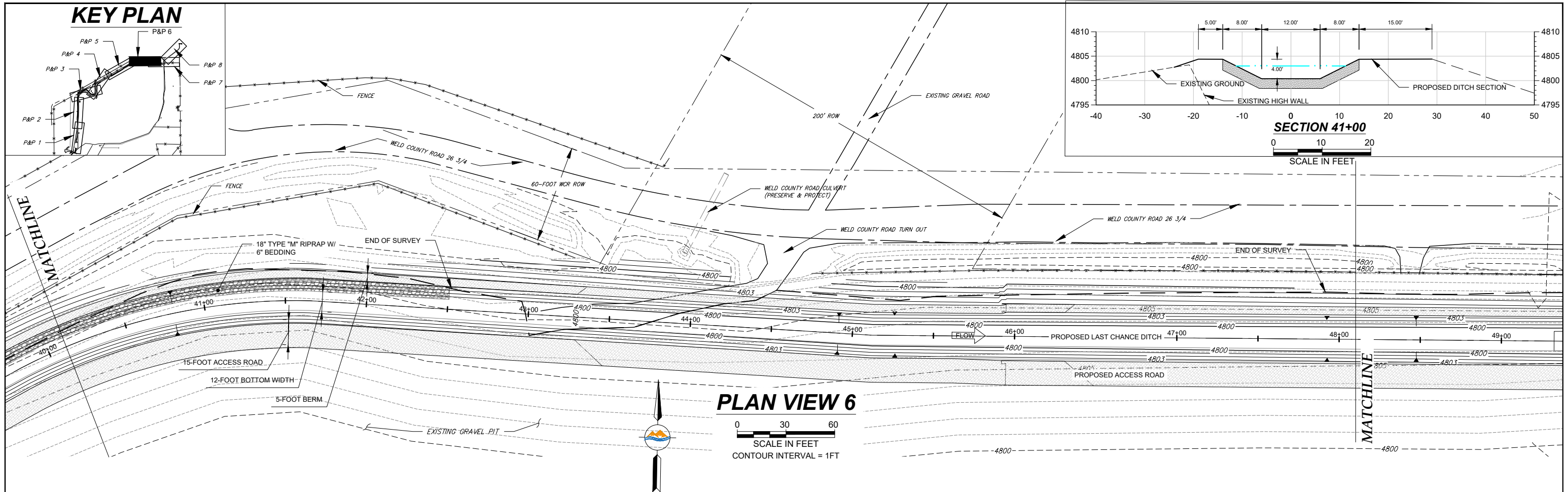


SCALE VERIFICATION				LG EVERIST, INC	
If this bar does not measure 0.5 inches then drawing is not to scale				LAST CHANCE DITCH RELOCATION	
Revisions				PLAN & PROFILE STA 32+00 TO 40+00	
No.	Description	Date	By	DESIGNED BY:	RHINES
1	LC BOARD REVIEW	3-17-21	RDH	APPROVED BY:	RHINES
2	REVISED ALIGNMENT	9-28-22	RCC	DRAWN BY:	BCOWLES
3	REMOVE BOX CULVERT	10-11-22	RCC	CHECKED BY:	RHINES
				DATE:	3-17-2021
				JOB #:	0126.002

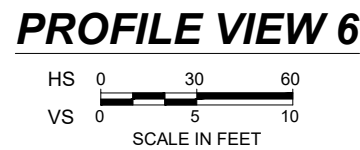
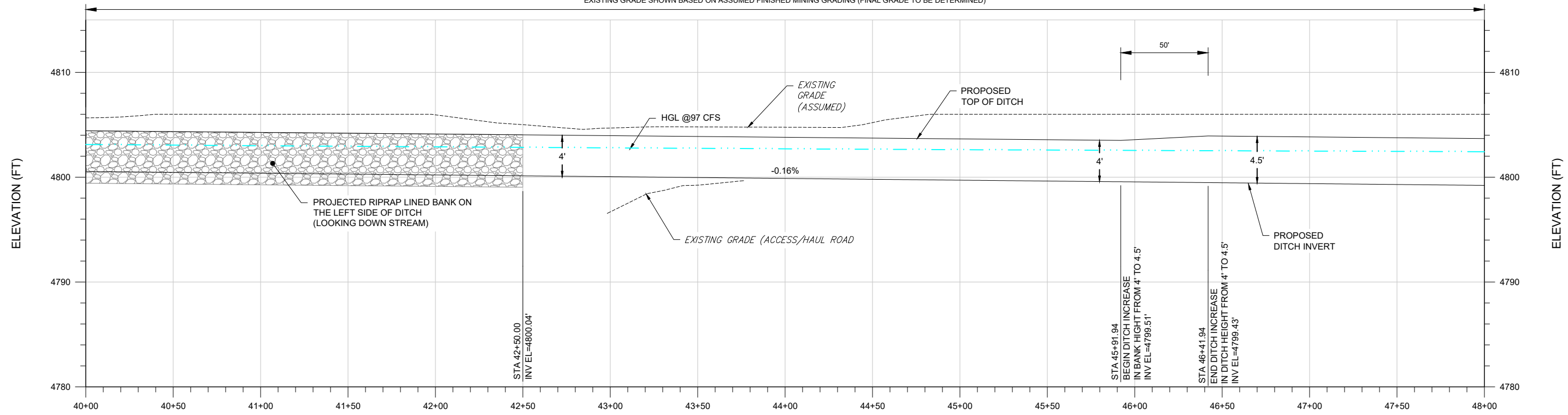
SUMMIT
WATER ENGINEERING

Sheet #:
8

Tuesday, October 11, 2022 2:43:55 PM DRAWING: C:\summit\water_eng_dropbox\project_files\0126\lg_everist\002_last_chance_relocation\CAD\Working\0126.002-PROPOSED-12FT.DWG

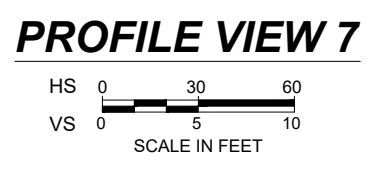
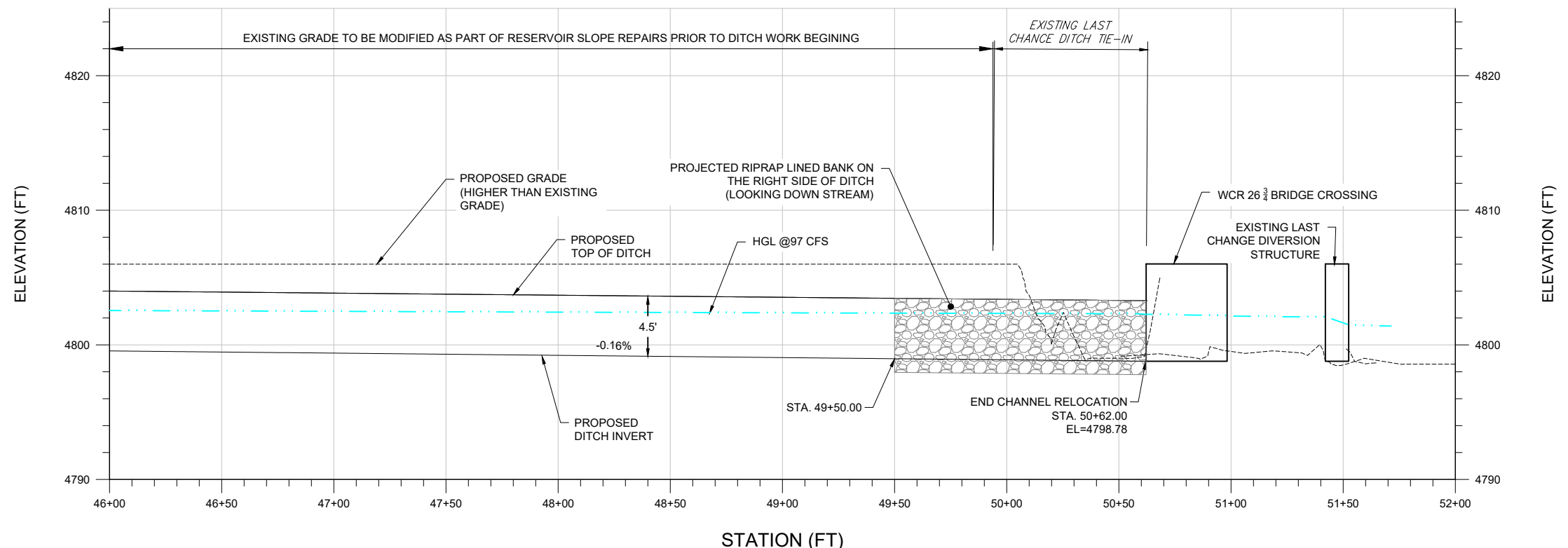
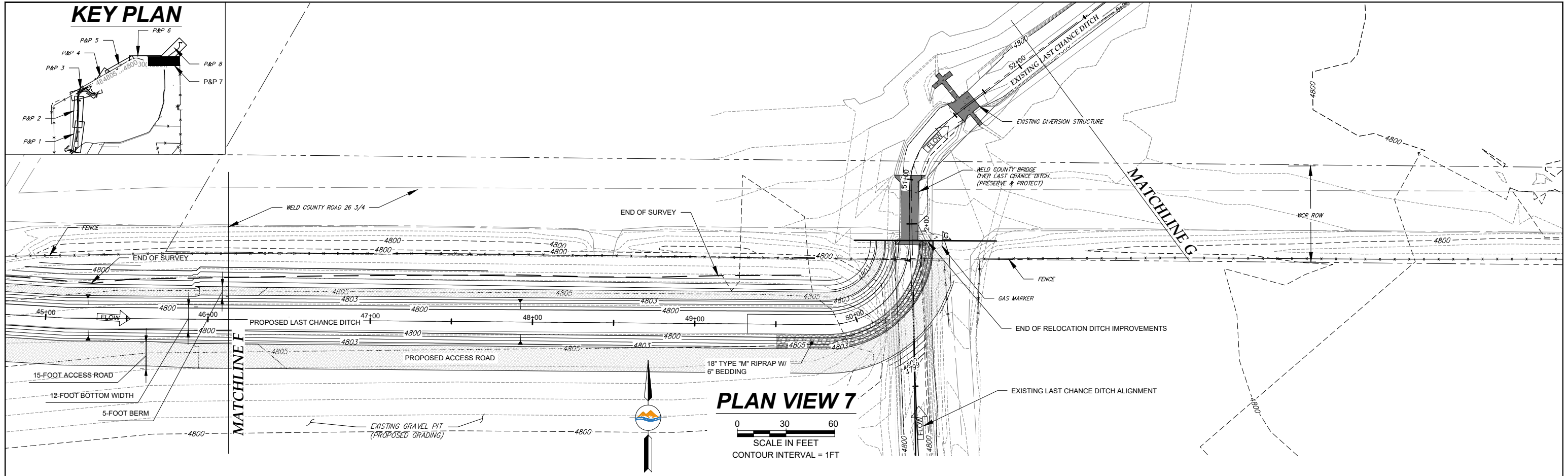


EXISTING GRADE SHOWN BASED ON ASSUMED FINISHED MINING GRADING (FINAL GRADE TO BE DETERMINED)



SCALE VERIFICATION				LG EVERIST, INC LAST CHANCE DITCH RELOCATION	
If this bar does not measure 0.5 inches then drawing is not to scale				PLAN & PROFILE STA 40+00 TO 48+00	
Revisions				DESIGNED BY: RHINES	
No.	Description	Date	By	APPROVED BY: RHINES	
1	LC BOARD REVIEW	3-17-21	RDH	DATE: 3-17-2021	
2	REVISED ALIGNMENT	9-28-22	RCC	CHECKED BY: RHINES	
3	REMOVE BOX CULVERT	10-11-22	RCC	JOB #: 0126.002	
				Sheet #: 9	

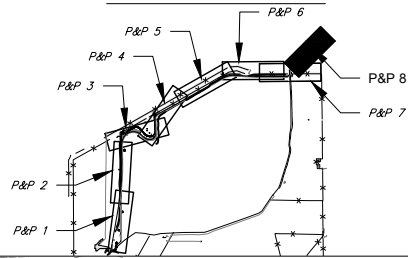
Tuesday, October 11, 2022 2:44:21 PM DRAWING: C:\summit water eng dropbox\project files\0126 lg everist\002 last chance relocation\CAD\Working\0126.002-PROPOSED-12T.DWG



SCALE VERIFICATION				LG EVERIST, INC LAST CHANCE DITCH RELOCATION	
If this bar does not measure 0.5 inches then drawing is not to scale				PLAN & PROFILE STA 48+00 TO 51+00	
Revisions				DESIGNED BY: RHINES	APPROVED BY: RHINES
No.	Description	Date	By	DRAWN BY: BCOWLES	DATE: 3-17-2021
1	LC BOARD REVIEW	3-17-21	RDH	CHECKED BY: RHINES	JOB #: 0126.002
2	REVISED ALIGNMENT	9-28-22	RCC		
3	REMOVE BOX CULVERT	10-11-22	RCC		
Sheet #: 10					

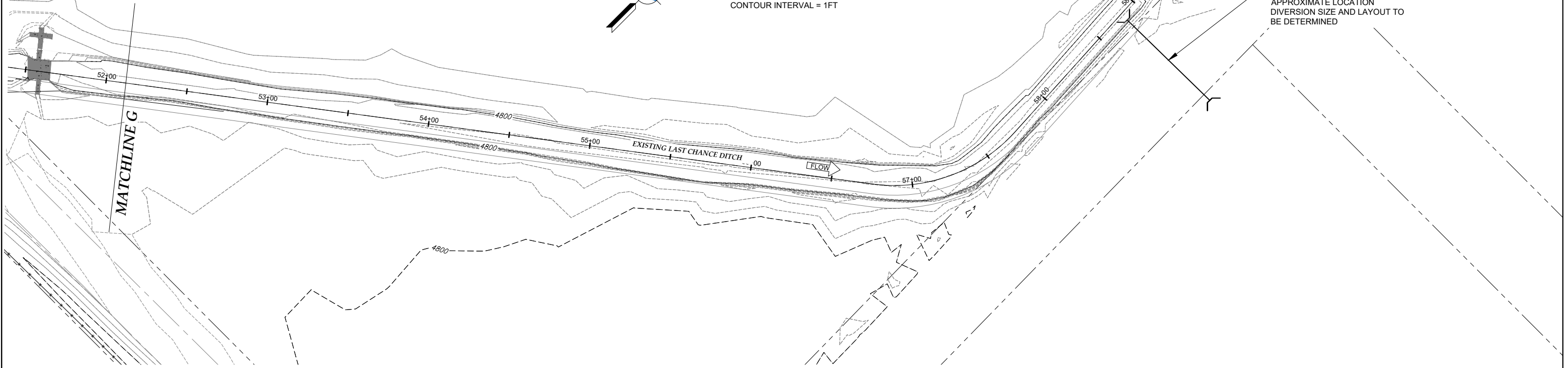
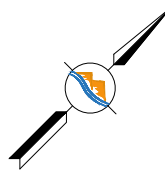
Tuesday, October 11, 2022 2:44:46 PM DRAWING: C:\summit water eng dropbox\project files\0126 lg everist\002 last chance relocation\CAD\Working\0126.002-PROPOSED-12T.DWG

KEY PLAN



PLAN VIEW 7

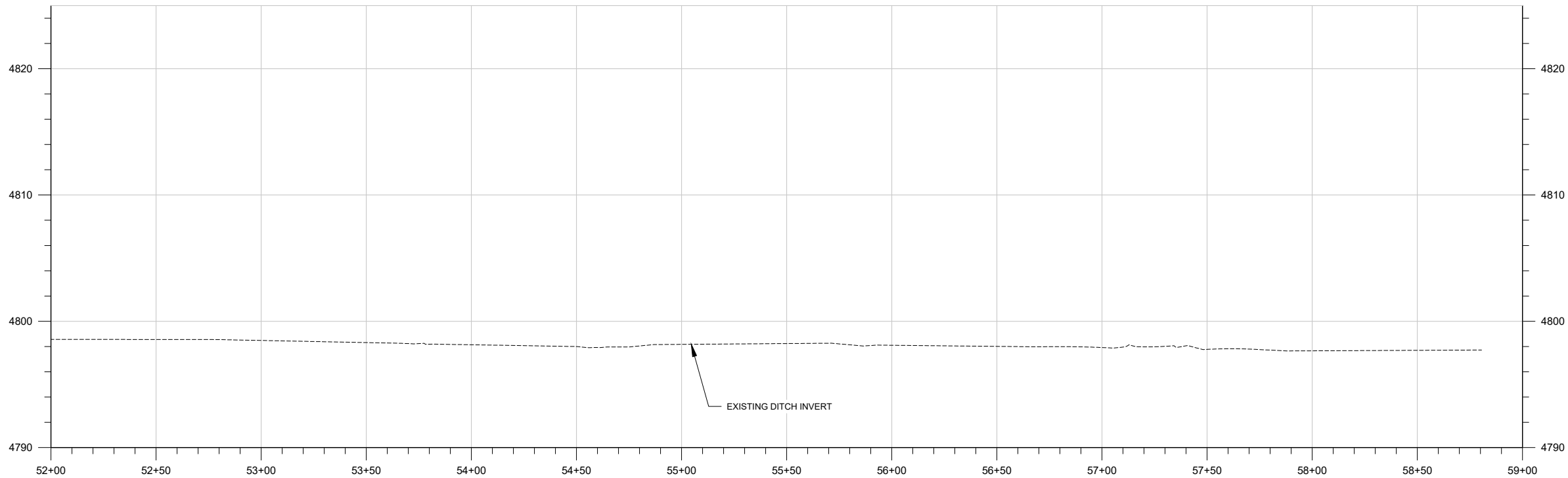
0 30 60
SCALE IN FEET
CONTOUR INTERVAL = 1FT



VARRA DIVERSION RELOCATION
APPROXIMATE LOCATION
DIVERSION SIZE AND LAYOUT TO
BE DETERMINED

MATCHLINE G

ELEVATION (FT)



ELEVATION (FT)

PROFILE VIEW 7

HS 0 30 60
VS 0 5 10
SCALE IN FEET

SCALE VERIFICATION

If this bar does not measure 0.5 inches
then drawing is not to scale

Revisions			
No.	Description	Date	By
1	LC BOARD REVIEW	3-17-21	RDH
2	REVISED ALIGNMENT	9-28-22	RCC
3	REMOVE BOX CULVERT	10-11-22	RCC

LG EVERIST, INC
LAST CHANCE DITCH RELOCATION

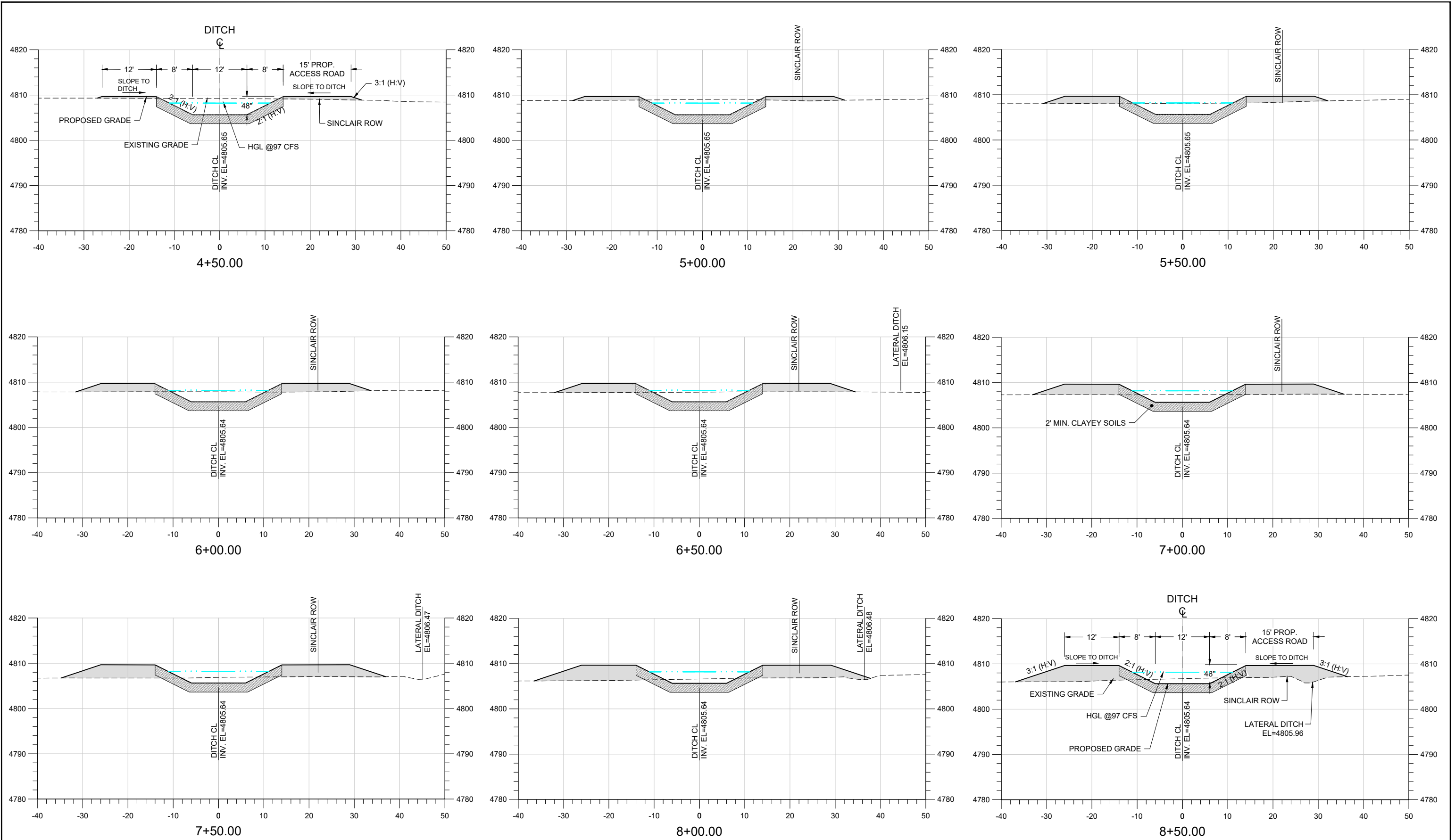
PLAN & PROFILE STA 52+00 TO 59+00

DESIGNED BY: RHINES APPROVED BY: RHINES
DRAWN BY: BCOWLES DATE: 3-17-2021
CHECKED BY: RHINES JOB #: 0126.002

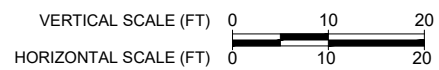


Sheet #:

Tuesday, October 11, 2022 2:45:26 PM DRAWING: C:\summit water eng dropbox\project files\0126\lg everist\002 last chance relocation\CAD\Working\0126.002-PROPOSED-12FT.DWG



CROSS SECTIONS



SCALE VERIFICATION

If this bar does not measure 0.5 inches then drawing is not to scale

Revisions			
No.	Description	Date	By
1	LC BOARD REVIEW	3-17-21	RDH
2	REVISED ALIGNMENT	9-28-22	RCC
3	REMOVE BOX CULVERT	10-11-22	RCC

LG EVERIST, INC
 LAST CHANCE DITCH RELOCATION

CROSS SECTION FROM STA 4+00 TO 8+50

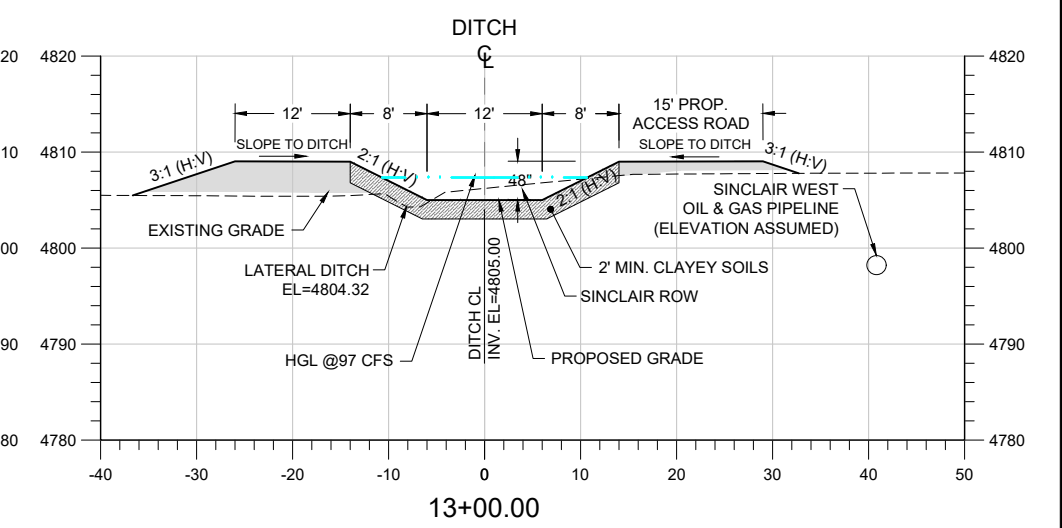
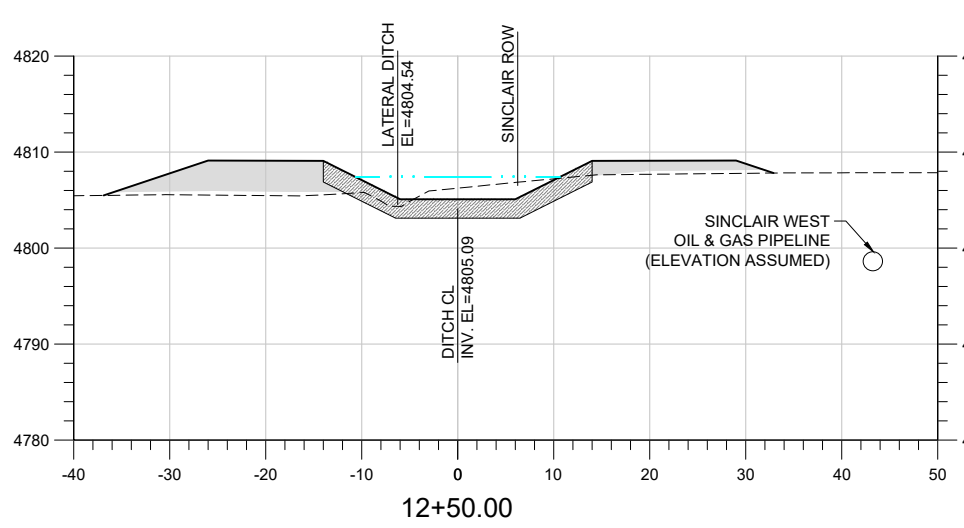
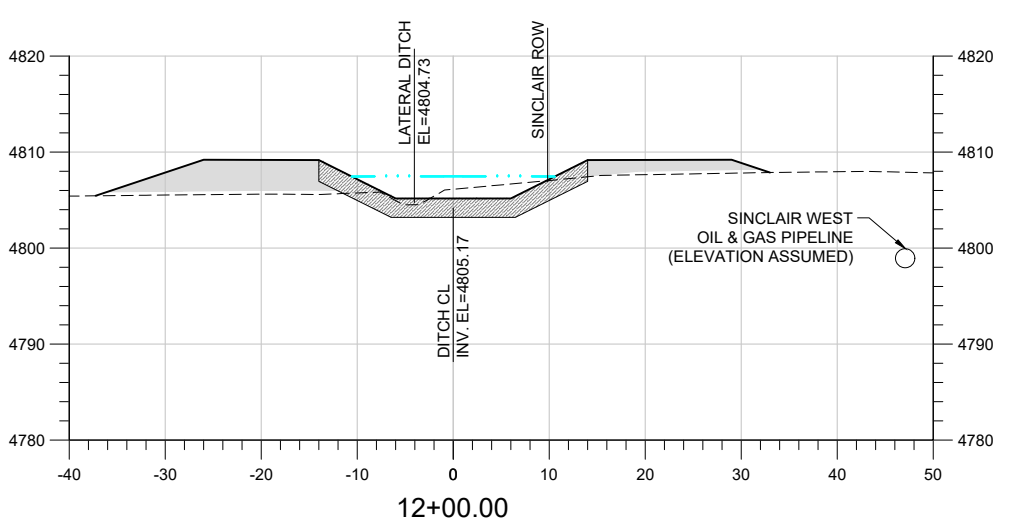
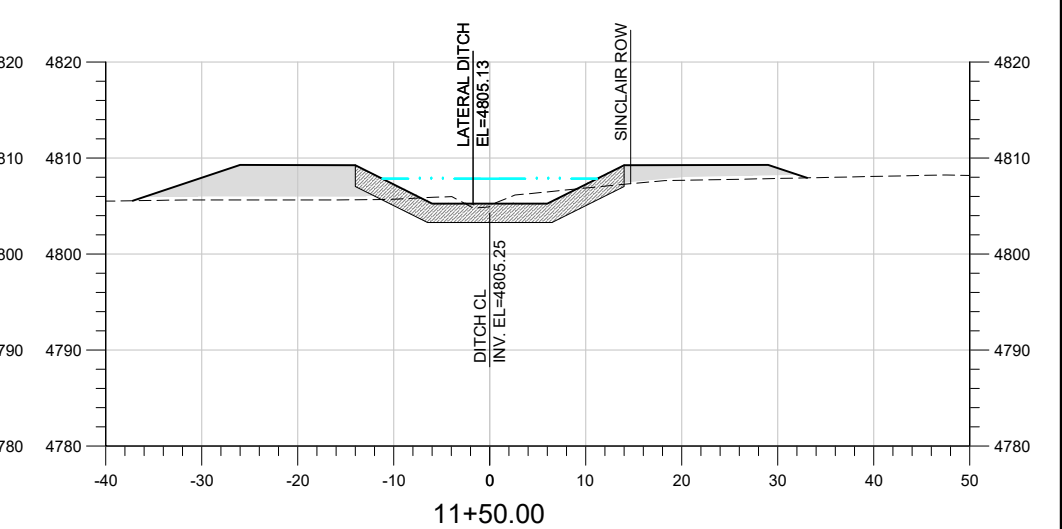
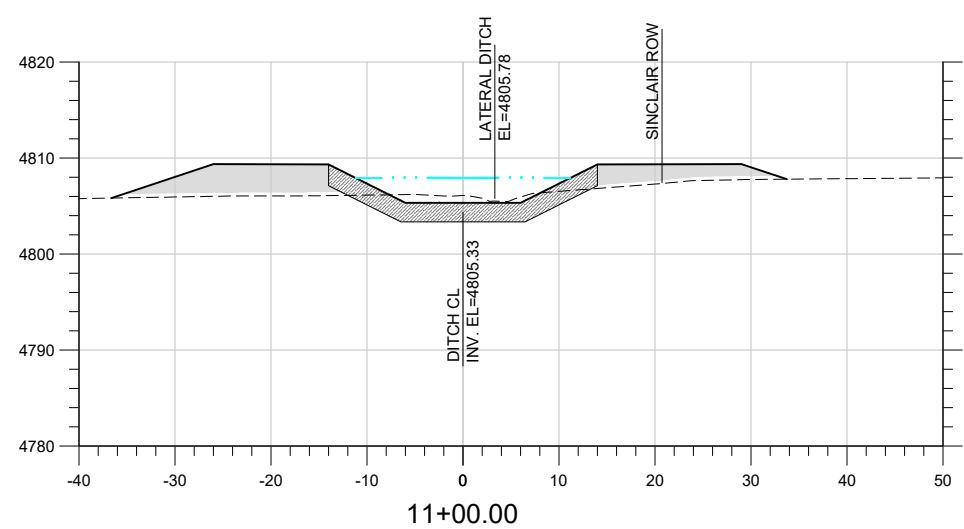
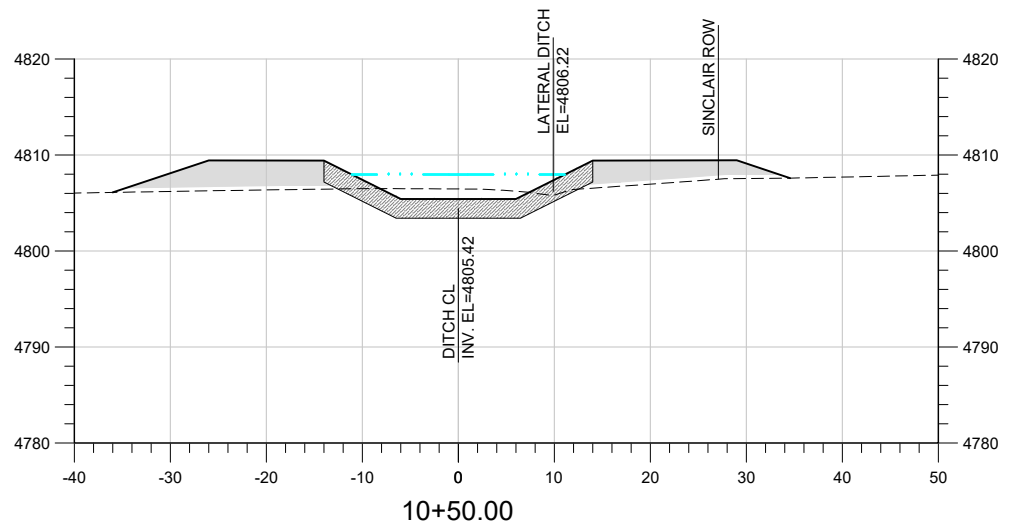
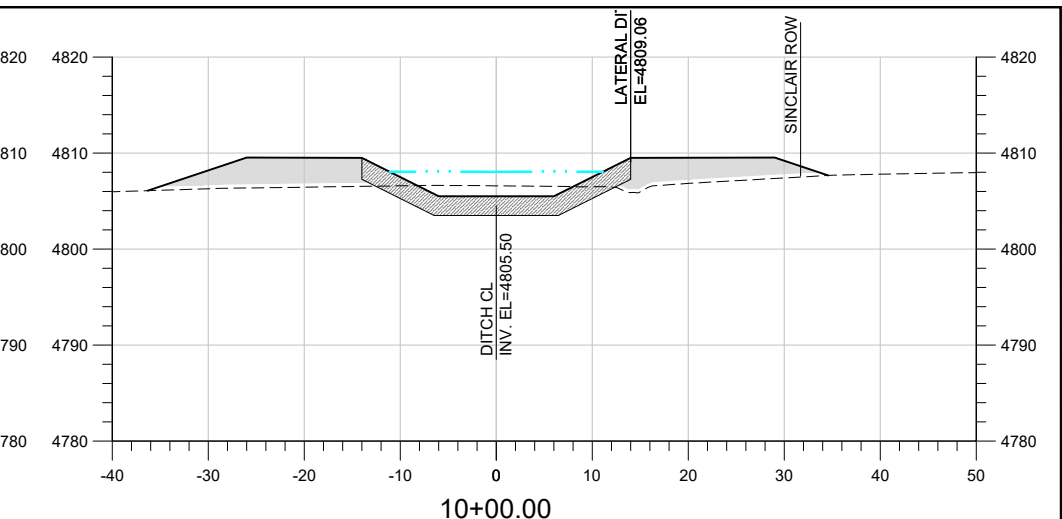
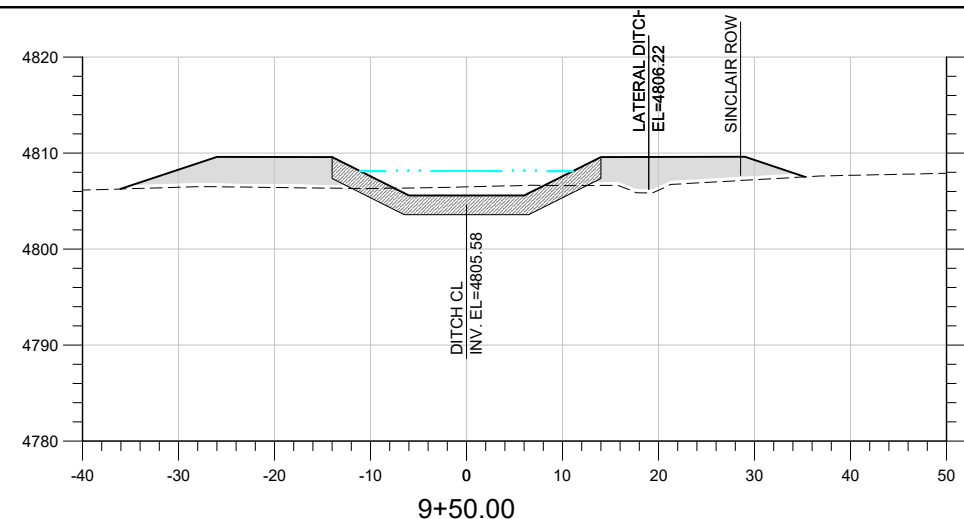
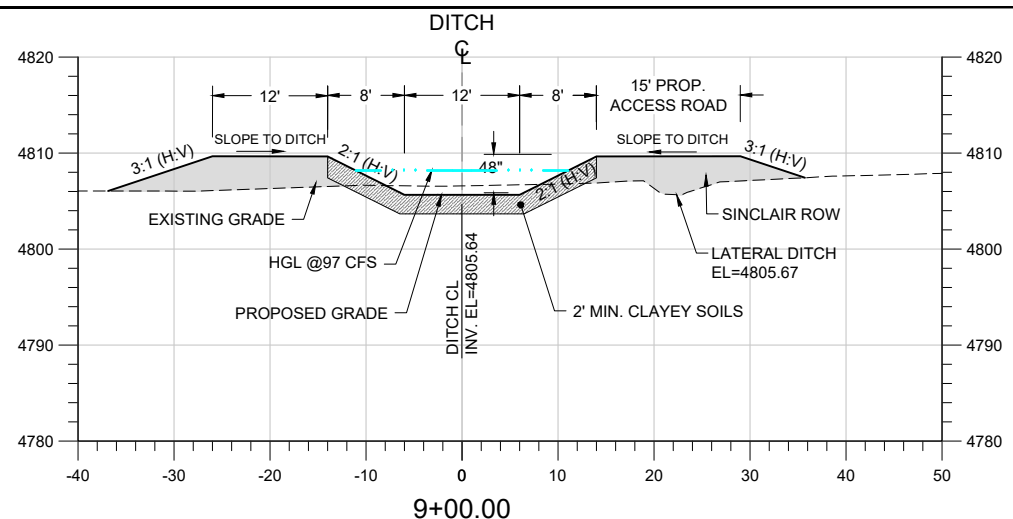
DESIGNED BY: RHINES
 APPROVED BY: RHINES
 DRAWN BY: BCOWLES
 DATE: 3-17-2021
 CHECKED BY: RHINES
 JOB #: 0126.002



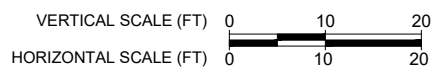
Sheet #:

13

Tuesday, October 11, 2022 2:45:40 PM DRAWING: C:\summit water eng dropbox\project files\0126 lg everist\002 last chance relocation\CAD\Working\0126.002-PROPOSED-12T.DWG



CROSS SECTIONS



SCALE VERIFICATION
If this bar does not measure 0.5 inches then drawing is not to scale

LG EVERIST, INC
LAST CHANCE DITCH RELOCATION



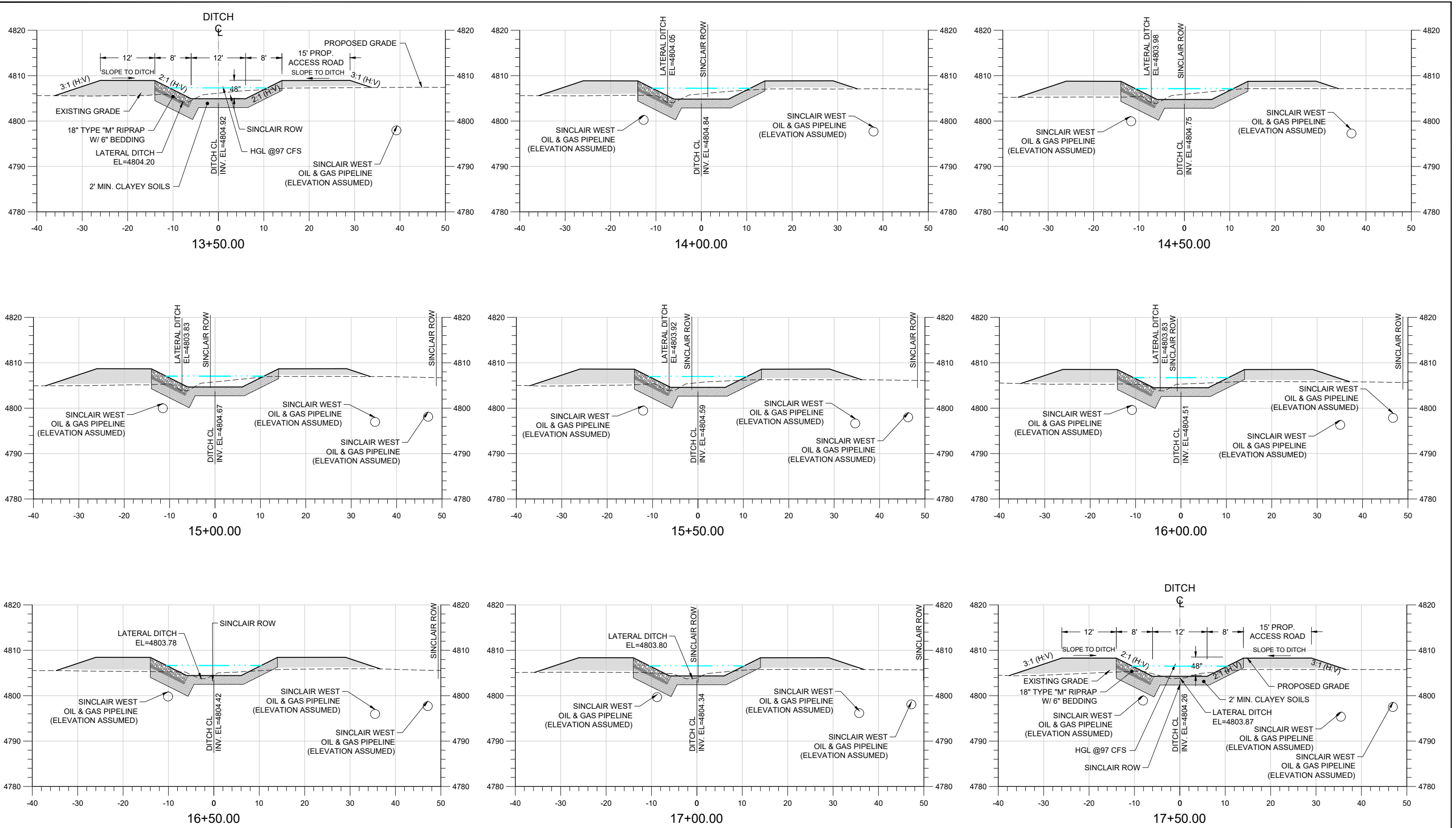
Revisions			
No.	Description	Date	By
1	LC BOARD REVIEW	3-17-21	RDH
2	REVISED ALIGNMENT	9-28-22	RCC
3	REMOVE BOX CULVERT	10-11-22	RCC

CROSS SECTION FROM STA 8+50 TO 13+00

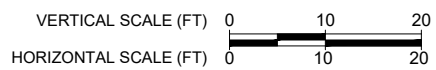
DESIGNED BY: RHINES
APPROVED BY: RHINES
DRAWN BY: BCOWLES
DATE: 3-17-2021
CHECKED BY: RHINES
JOB #: 0126.002

Sheet #:
14

Tuesday, October 11, 2022 2:45:52 PM DRAWING: C:\summit water eng dropbox\project files\0126 lg everist\002 last chance relocation\CAD\Working\0126.002-PROPOSED-12TT.DWG



CROSS SECTIONS



SCALE VERIFICATION

If this bar does not measure 0.5 inches then drawing is not to scale

Revisions

No.	Description	Date	By
1	LC BOARD REVIEW	3-17-21	RDH
2	REVISED ALIGNMENT	9-28-22	RCC
3	REMOVE BOX CULVERT	10-11-22	RCC

LG EVERIST, INC
LAST CHANCE DITCH RELOCATION

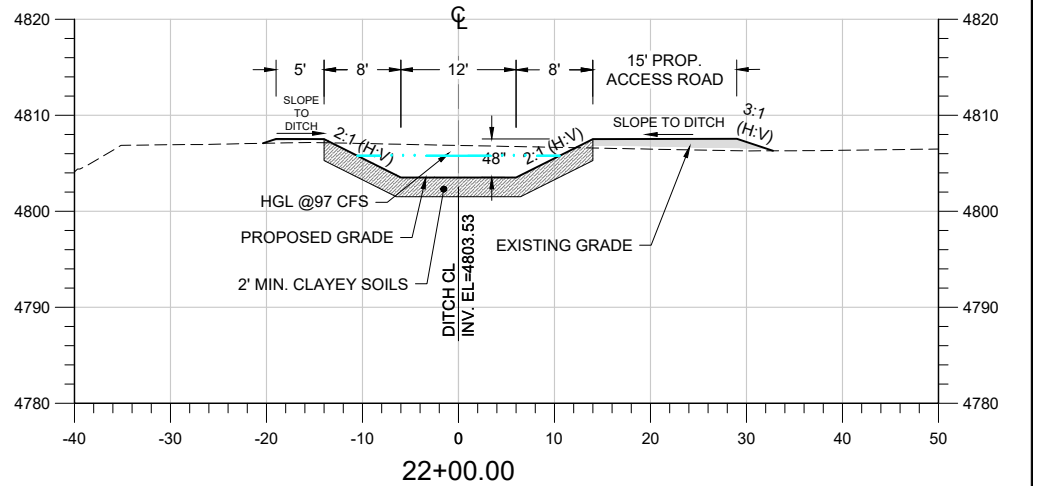
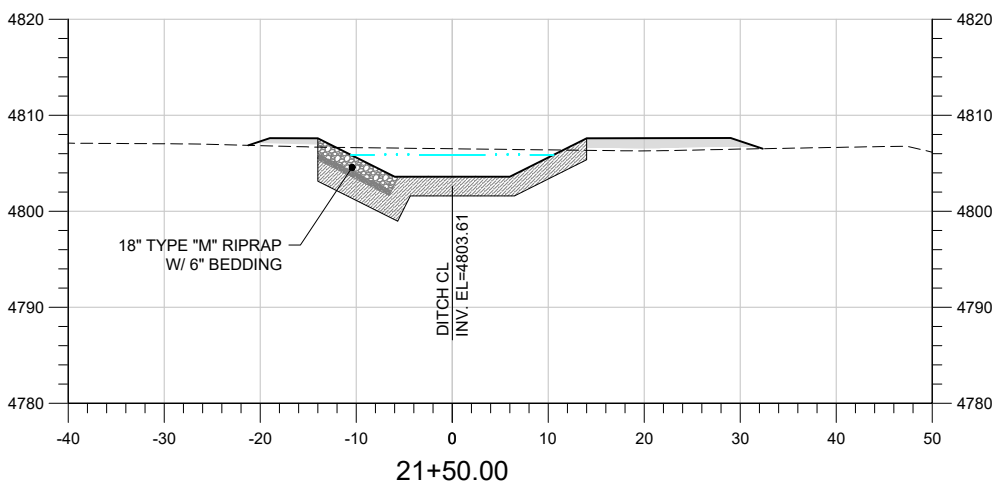
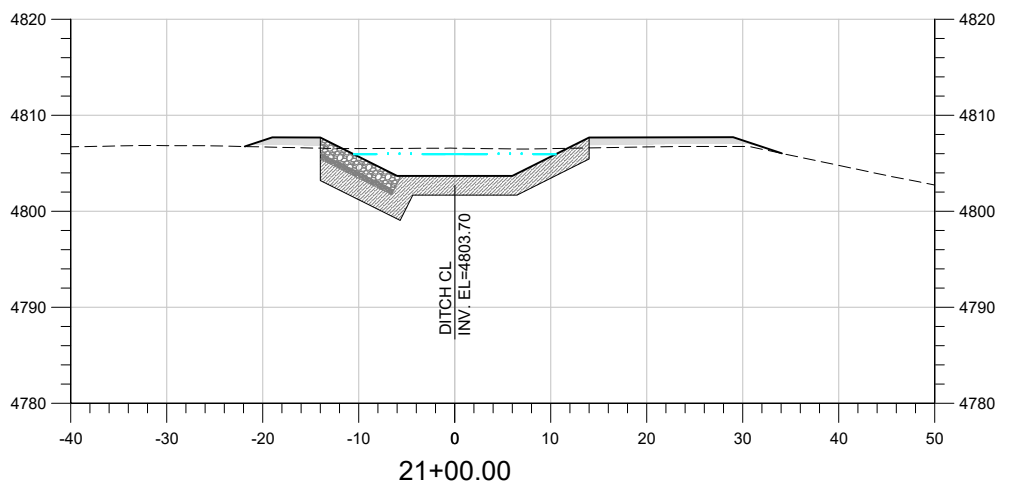
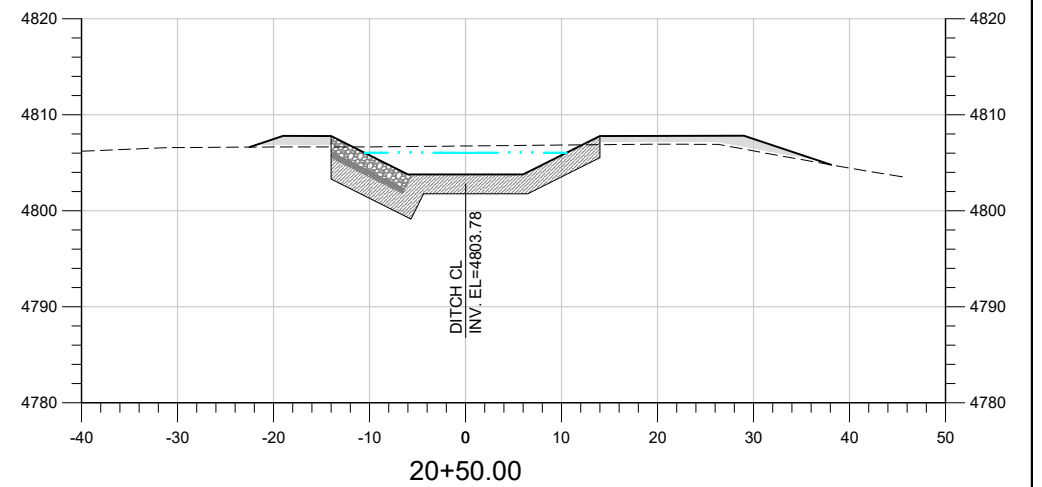
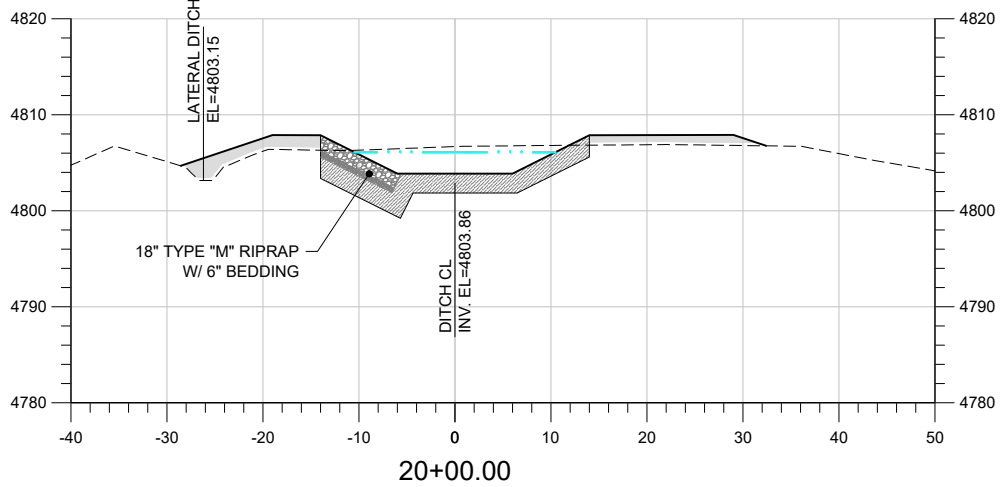
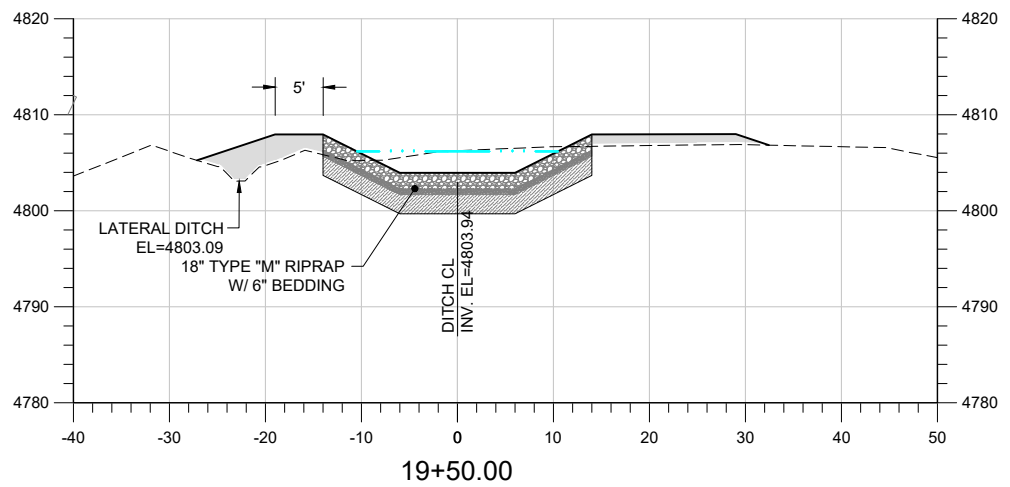
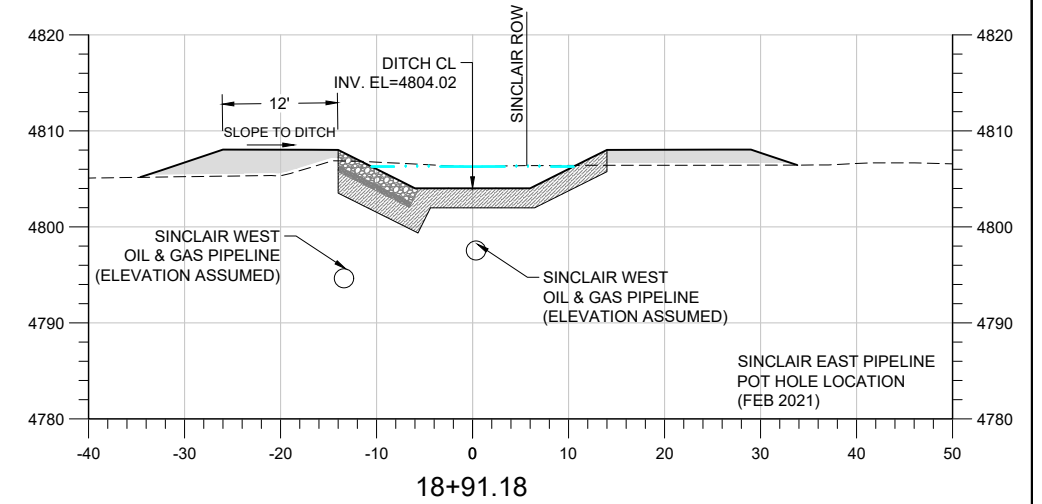
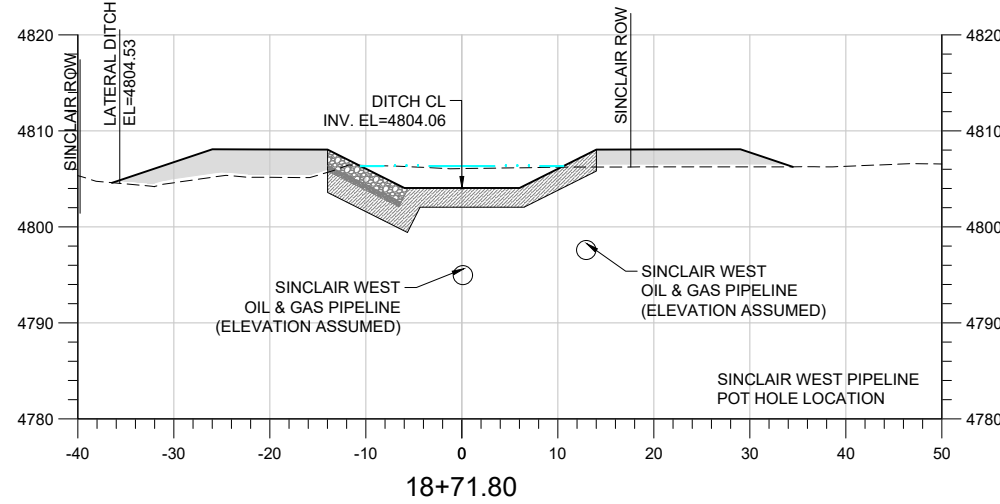
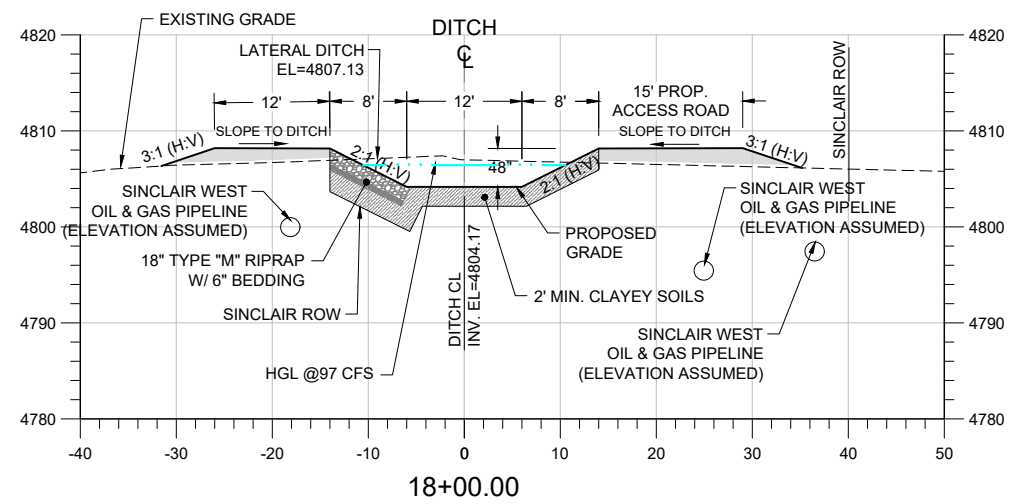
CROSS SECTION FROM STA 13+00 TO 17+50

DESIGNED BY: RHINES APPROVED BY: RHINES
DRAWN BY: BCOWLES DATE: 3-17-2021
CHECKED BY: RHINES JOB #: 0126.002

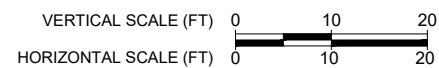


Sheet #:
15

Tuesday, October 11, 2022 2:46:04 PM DRAWING: C:\summit water eng dropbox\project files\0126 lg everist\002 last chance relocation\CAD\Working\0126.002-PROPOSED-12TT.DWG



CROSS SECTIONS



SCALE VERIFICATION

If this bar does not measure 0.5 inches then drawing is not to scale

Revisions			
No.	Description	Date	By
1	LC BOARD REVIEW	3-17-21	RDH
2	REVISED ALIGNMENT	9-28-22	RCC
3	REMOVE BOX CULVERT	10-11-22	RCC

LG EVERIST, INC
LAST CHANCE DITCH RELOCATION

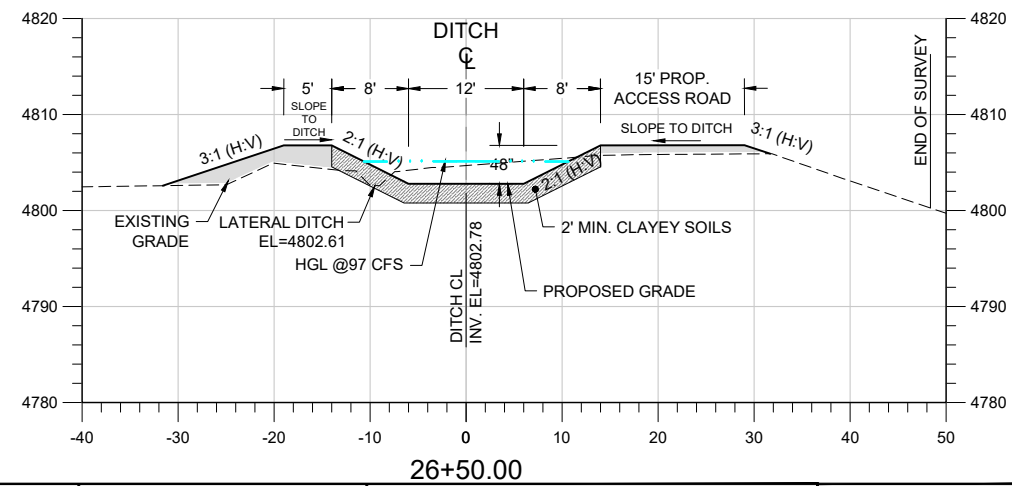
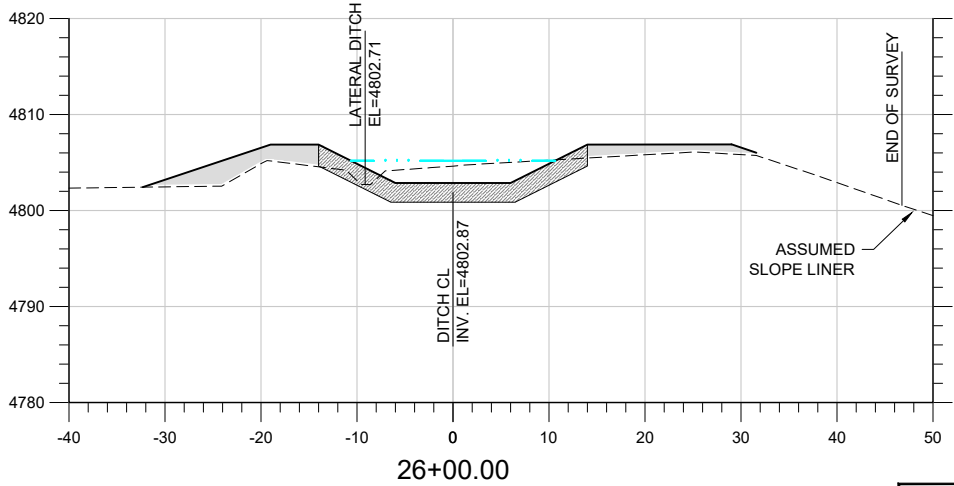
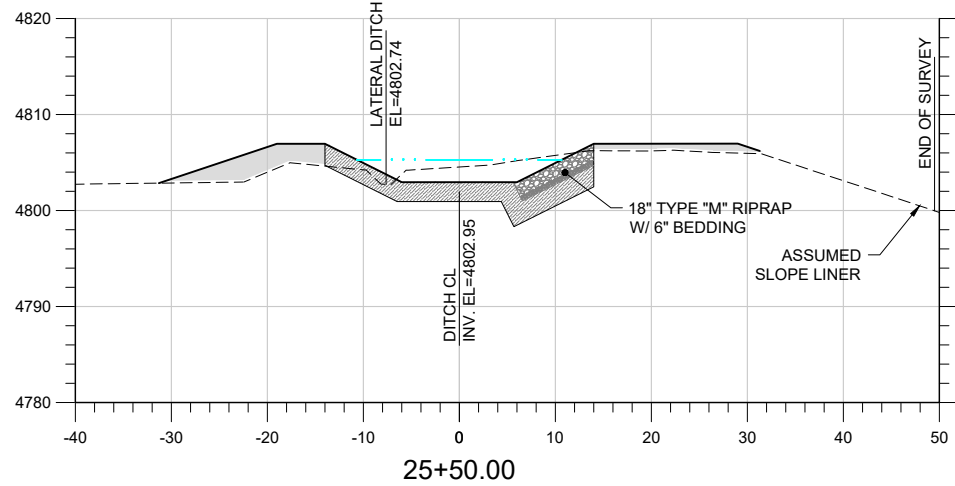
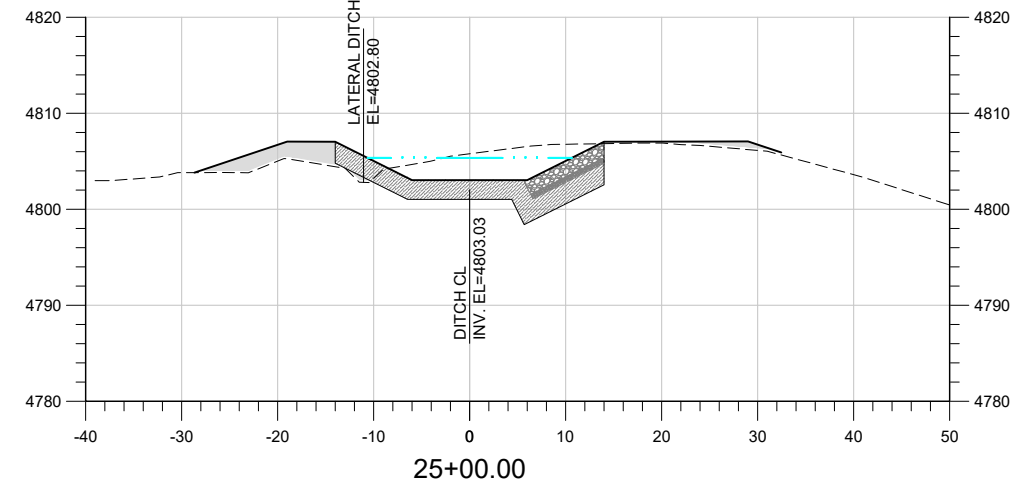
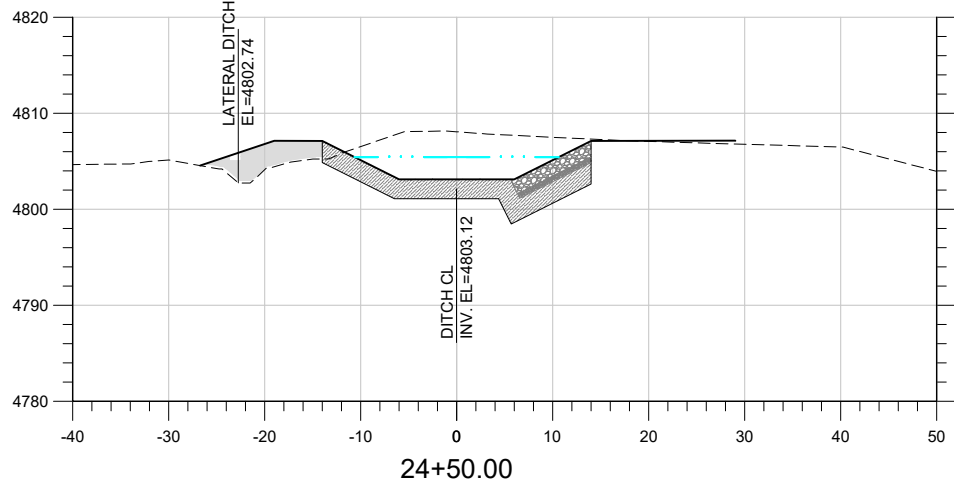
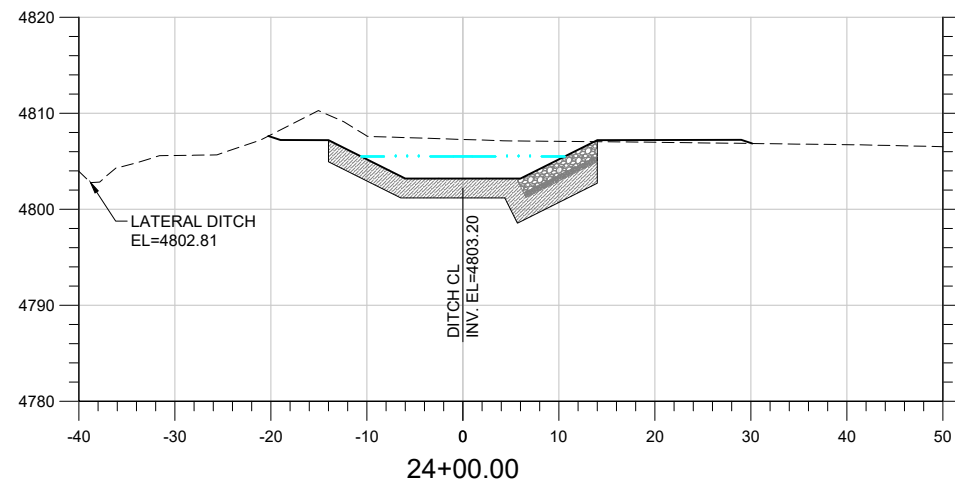
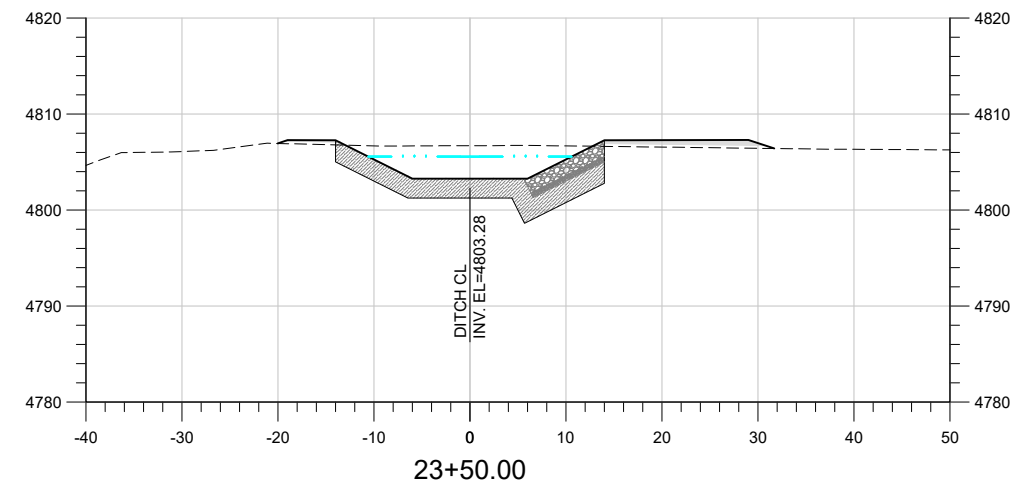
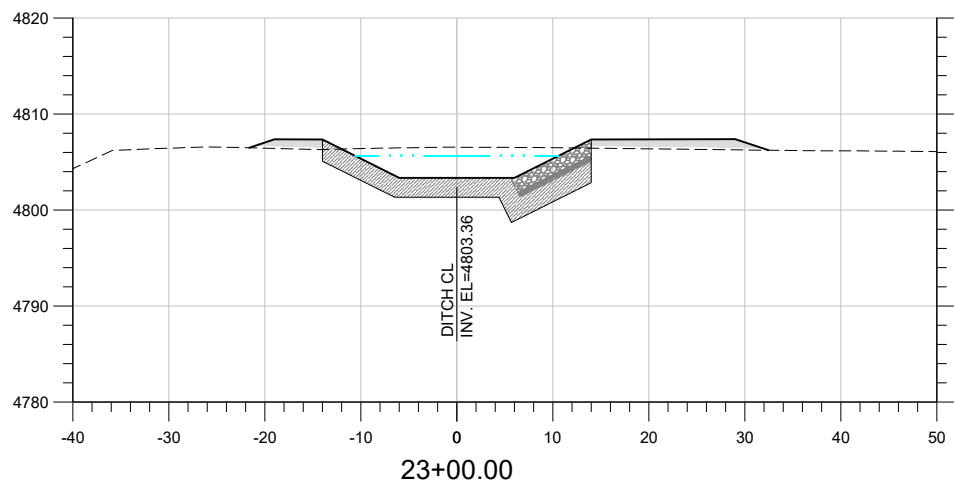
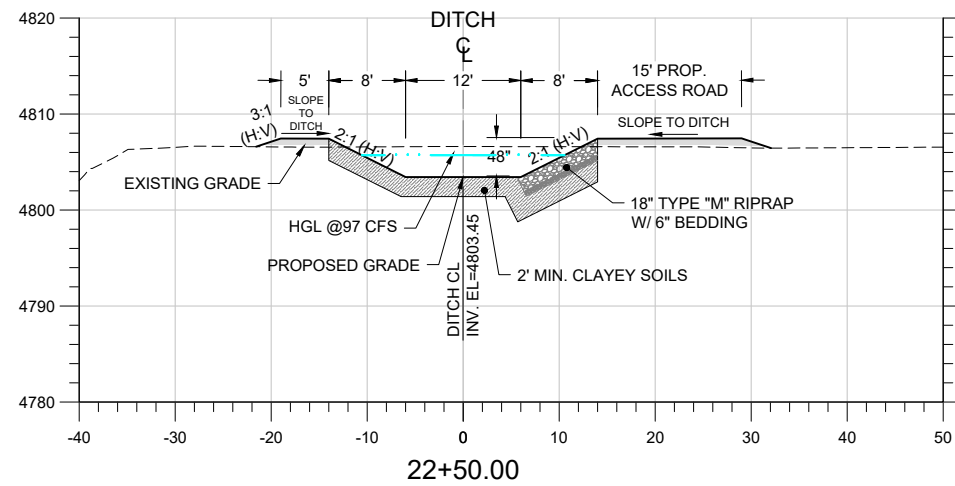
CROSS SECTION FROM STA 17+50 TO 22+00

DESIGNED BY: RHINES APPROVED BY: RHINES
 DRAWN BY: BCOWLES DATE: 3-17-2021
 CHECKED BY: RHINES JOB #: 0126.002

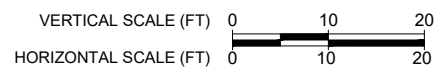
SUMMIT
 WATER ENGINEERING

Sheet #:
 16

Tuesday, October 11, 2022 2:46:16 PM DRAWING: C:\summit water eng dropbox\project files\0126 lg everist\002 last chance relocation\CAD\Working\0126.002-PROPOSED-12TT.DWG



CROSS SECTIONS



SCALE VERIFICATION

If this bar does not measure 0.5 inches then drawing is not to scale

Revisions			
No.	Description	Date	By
1	LC BOARD REVIEW	3-17-21	RDH
2	REVISED ALIGNMENT	9-28-22	RCC
3	REMOVE BOX CULVERT	10-11-22	RCC

LG EVERIST, INC
LAST CHANCE DITCH RELOCATION

CROSS SECTION FROM STA 22+00 TO 26+50

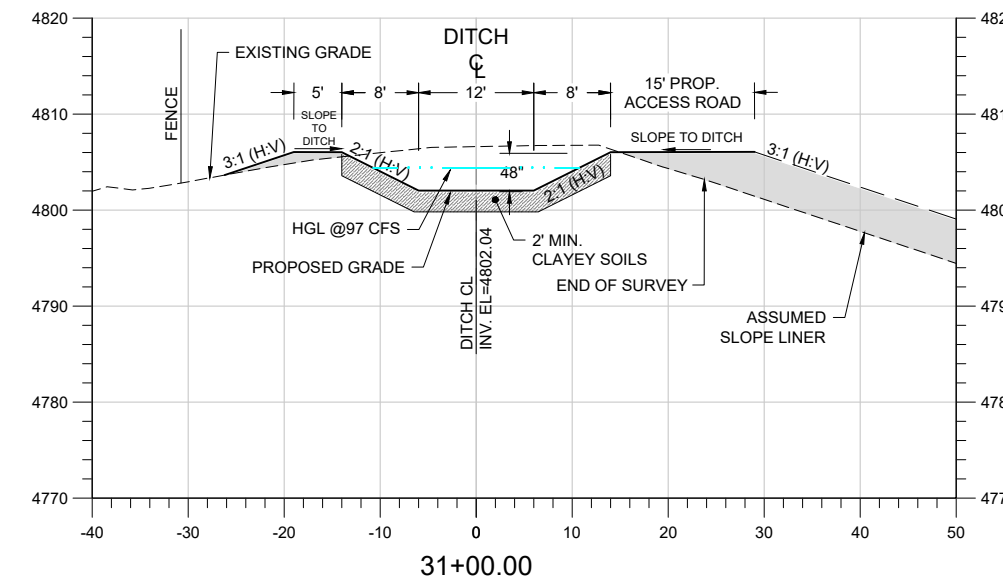
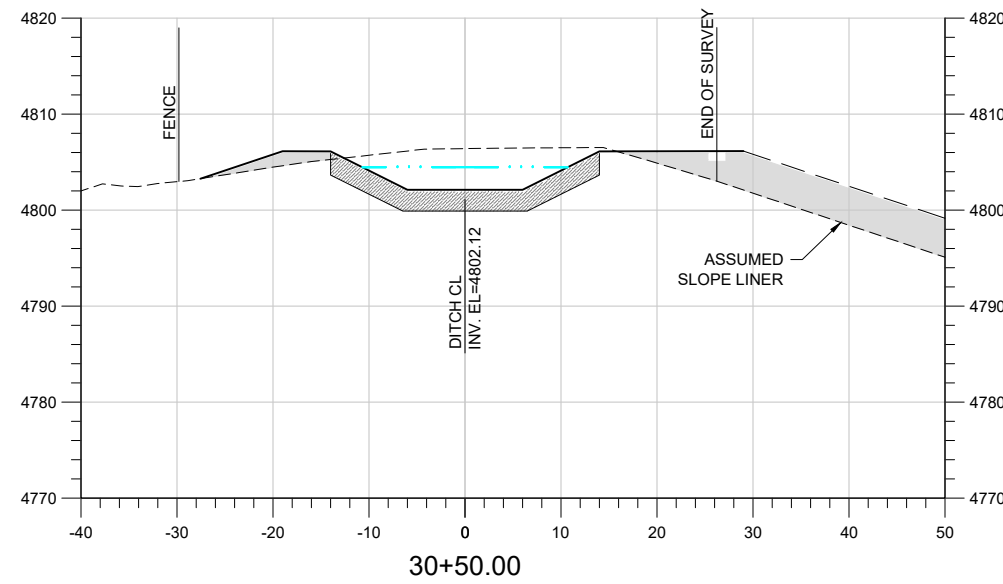
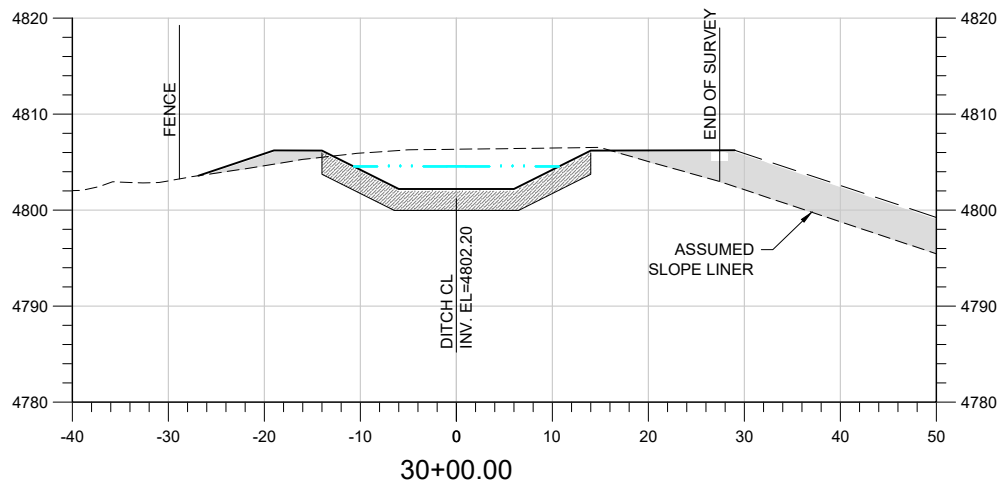
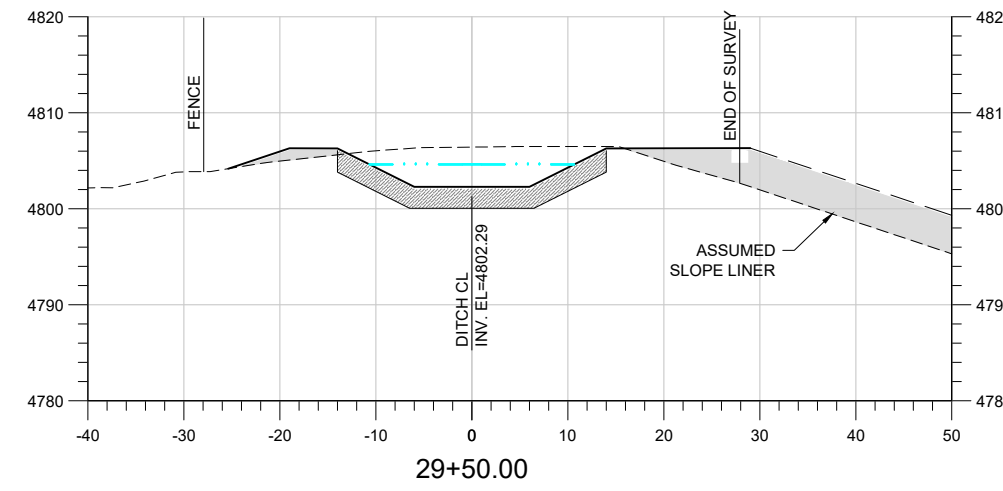
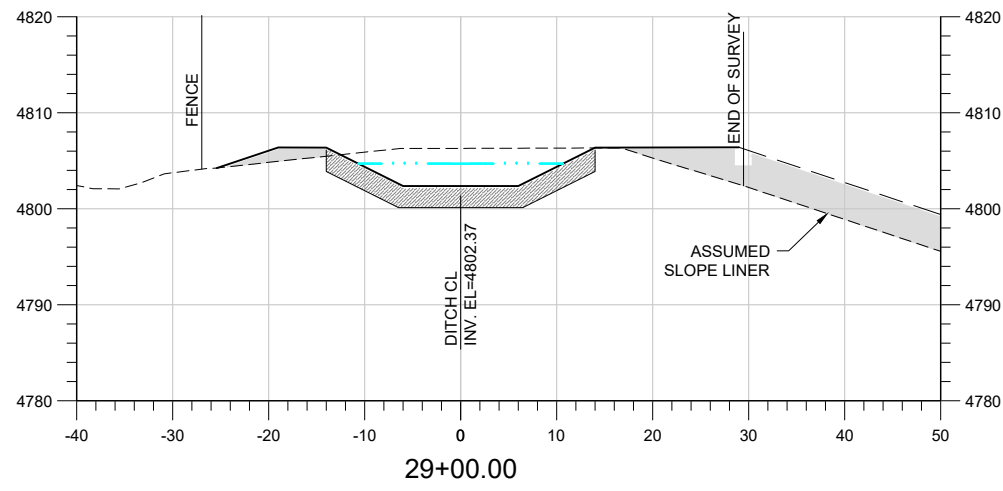
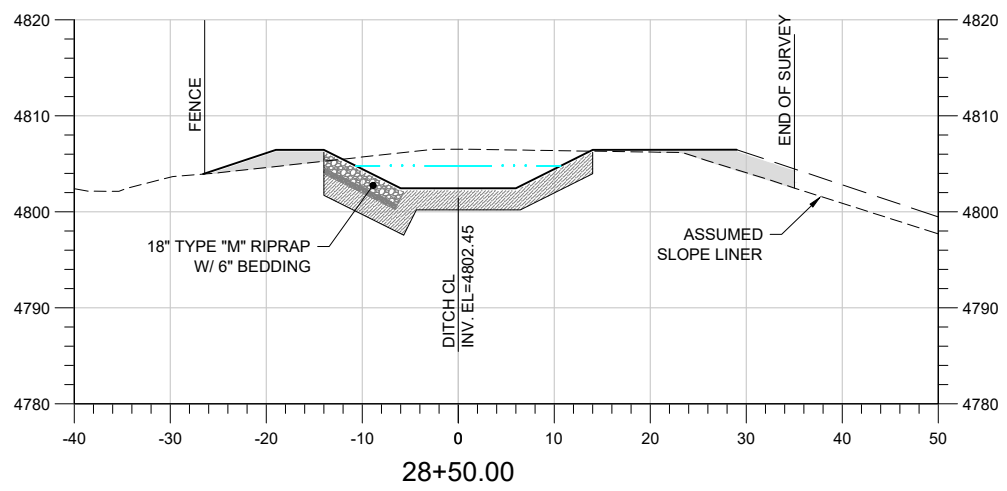
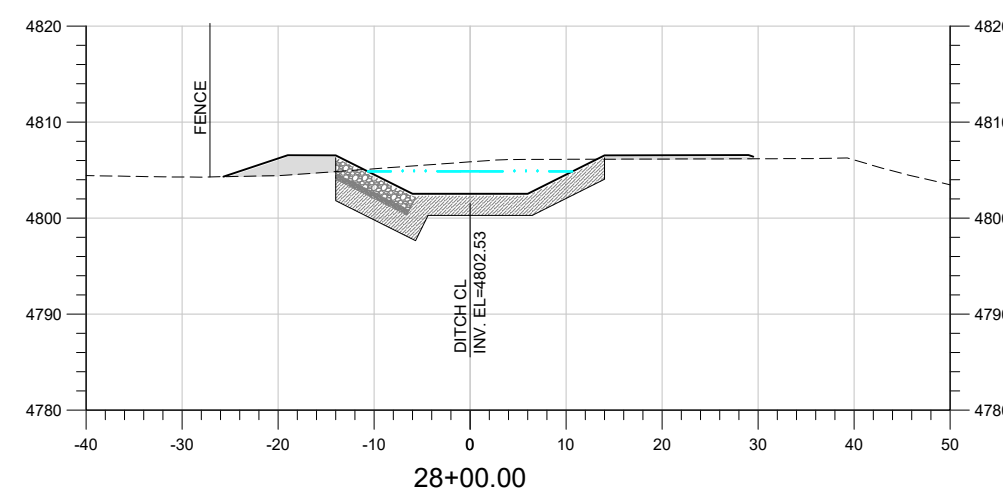
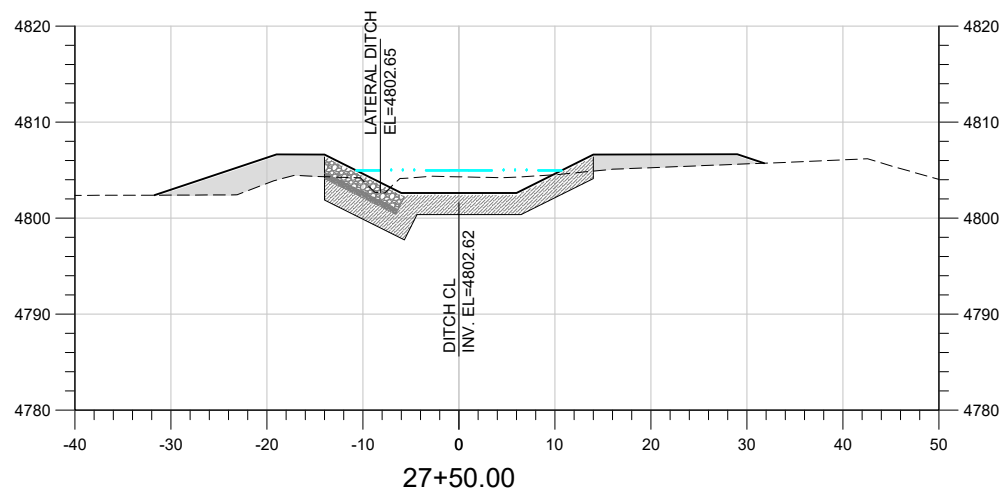
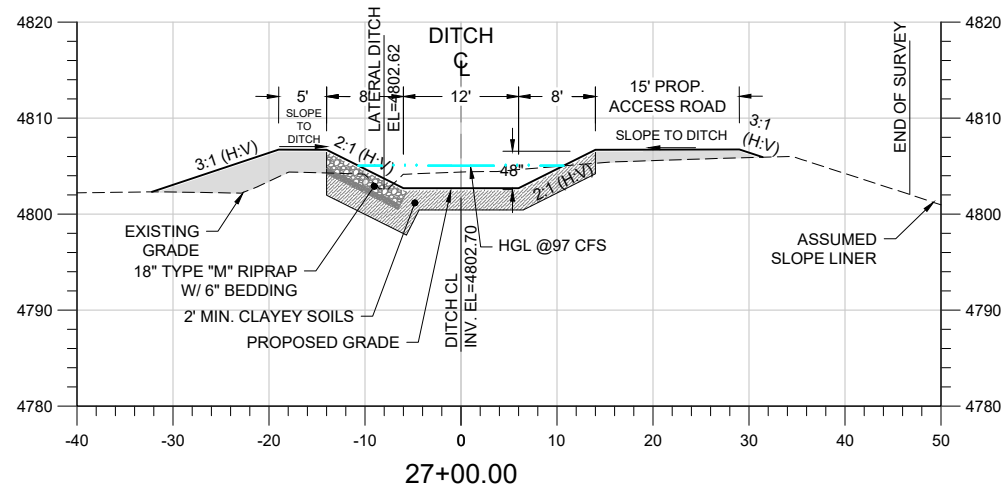
DESIGNED BY: RHINES APPROVED BY: RHINES
DRAWN BY: BCOWLES DATE: 3-17-2021
CHECKED BY: RHINES JOB #: 0126.002



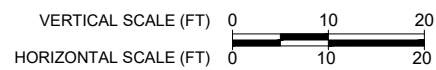
Sheet #:

17

Tuesday, October 11, 2022 2:46:22 PM DRAWING: C:\summit water eng dropbox\project files\0126 lg everist\002 last chance relocation\CAD\Working\0126.002-PROPOSED-12TT.DWG



CROSS SECTIONS



SCALE VERIFICATION

If this bar does not measure 0.5 inches then drawing is not to scale

Revisions			
No.	Description	Date	By
1	LC BOARD REVIEW	3-17-21	RDH
2	REVISED ALIGNMENT	9-28-22	RCC
3	REMOVE BOX CULVERT	10-11-22	RCC

LG EVERIST, INC
LAST CHANCE DITCH RELOCATION

CROSS SECTION FROM STA 26+50 TO 31+00

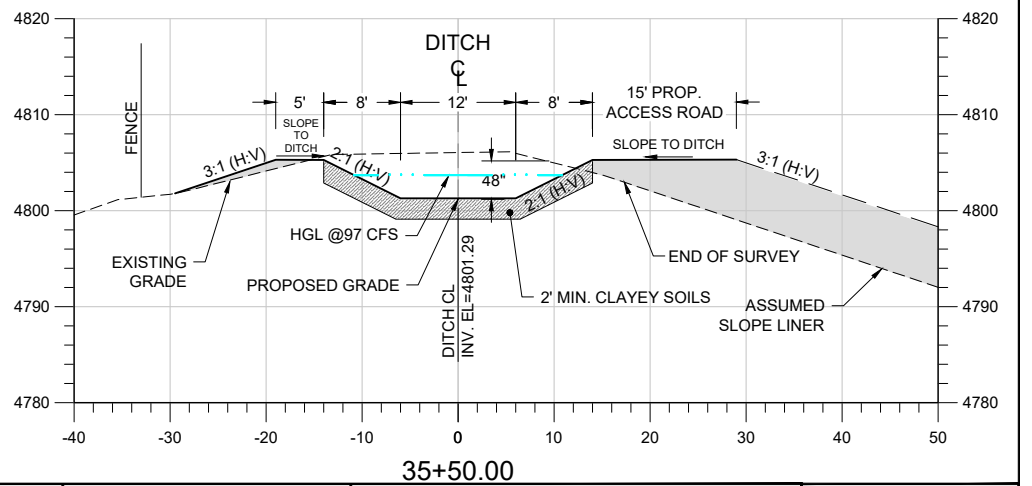
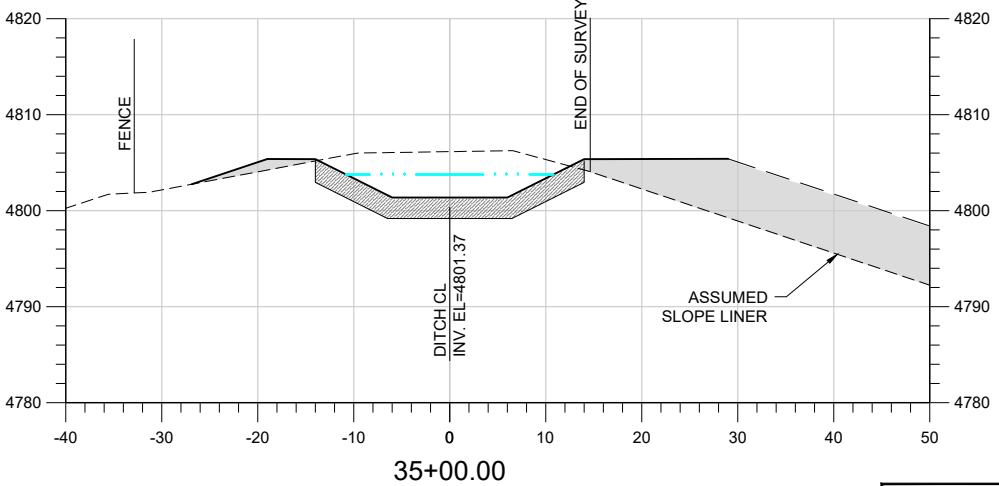
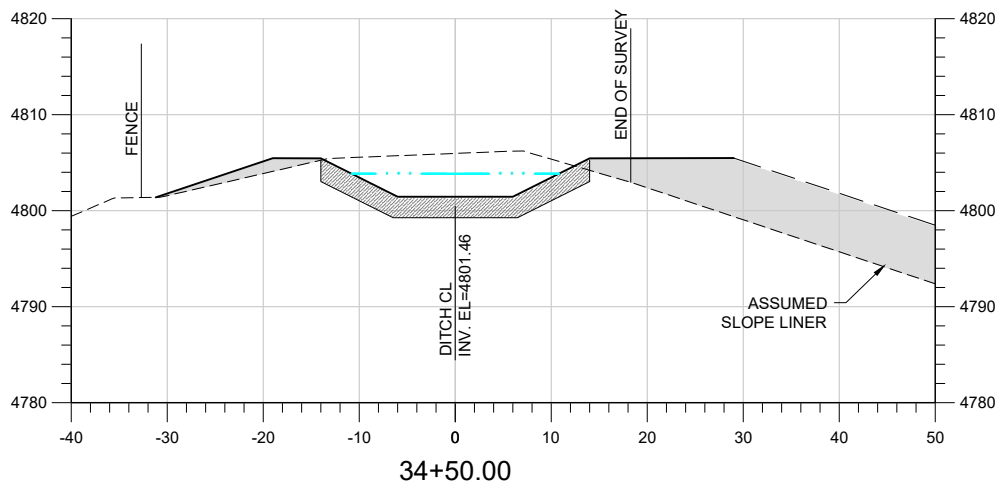
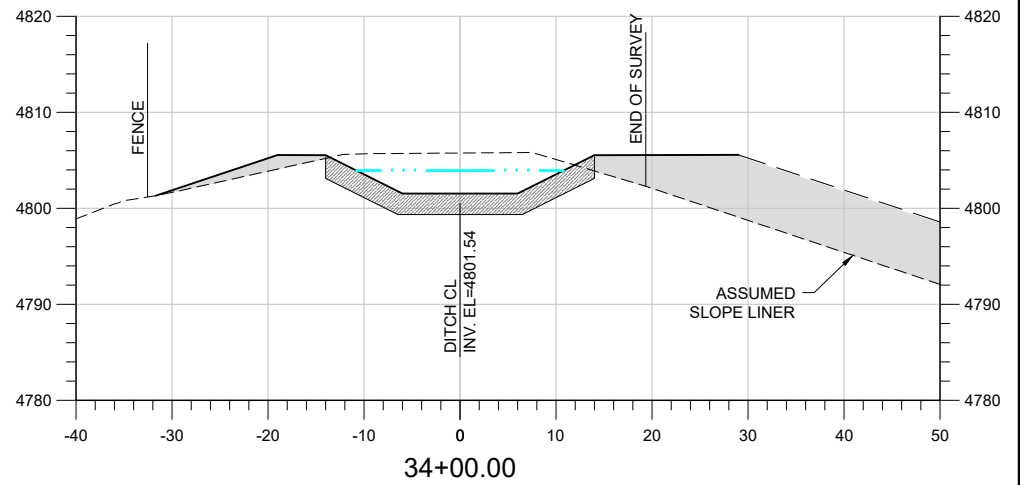
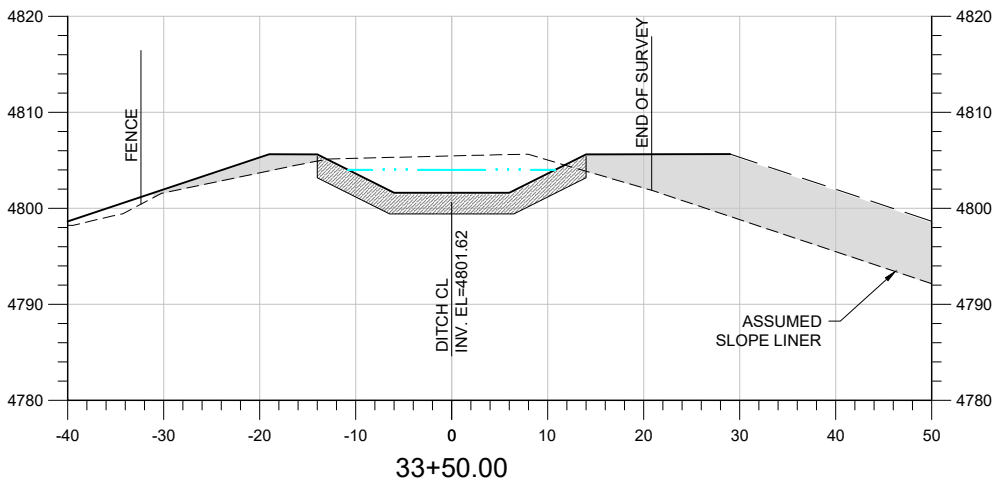
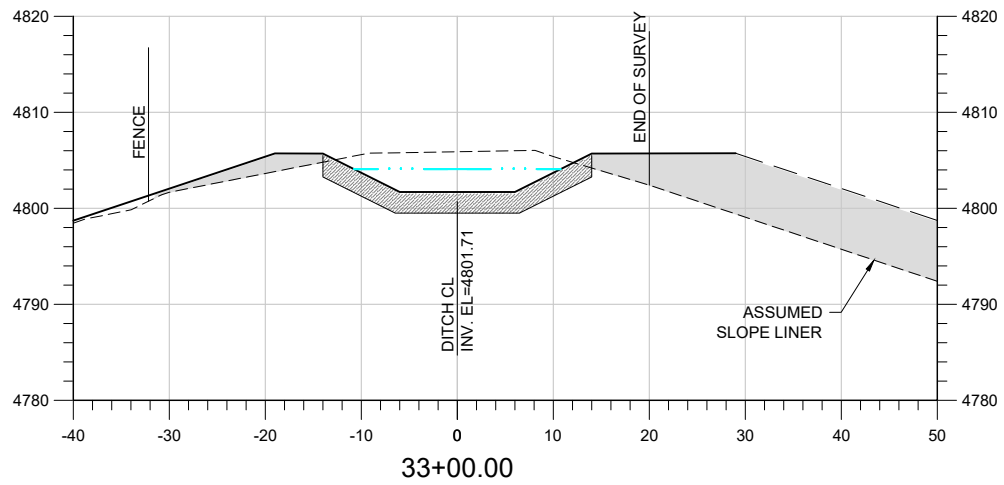
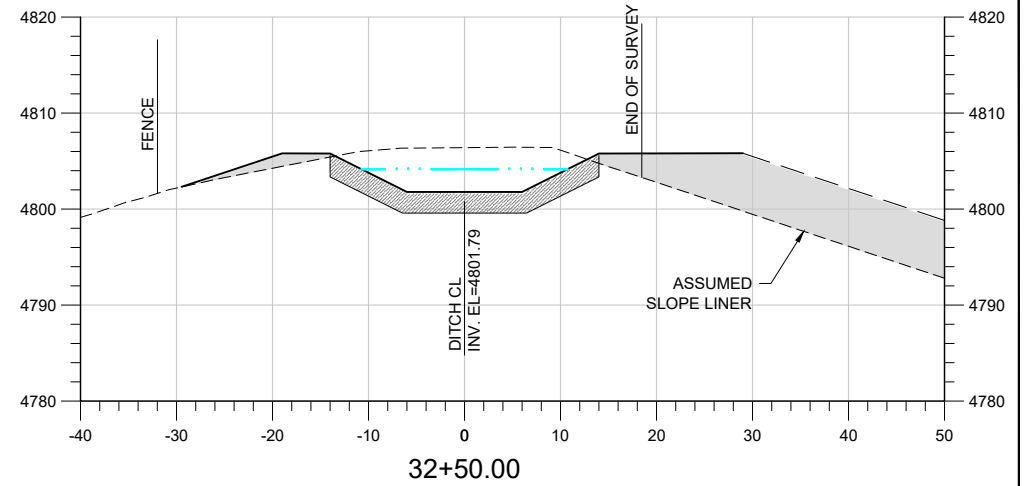
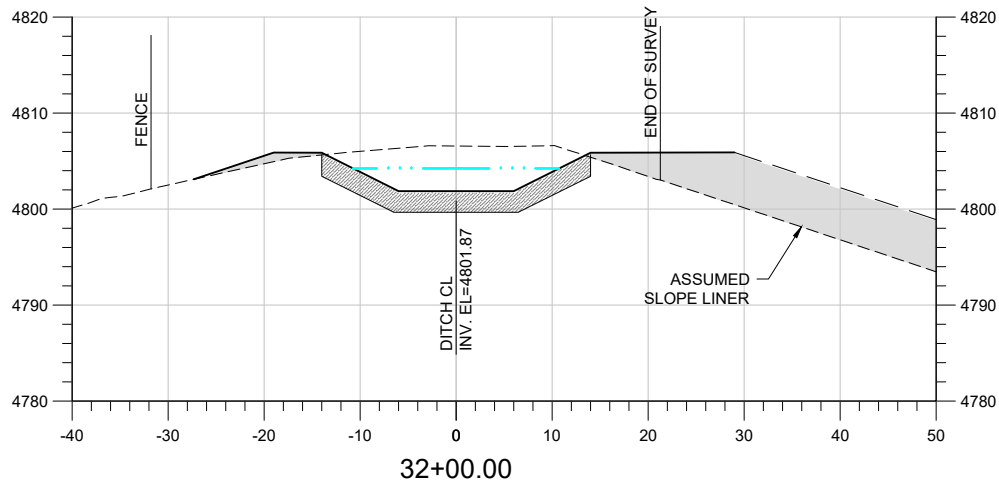
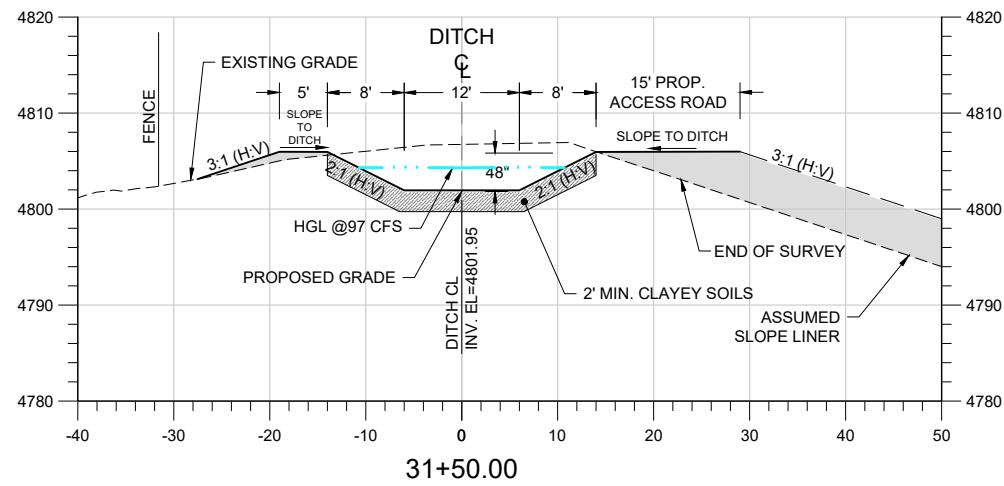
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APPROVED BY: RHINES
DRAWN BY: BCOWLES
DATE: 3-17-2021
CHECKED BY: RHINES
JOB #: 0126.002



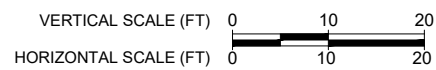
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18

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CROSS SECTIONS



SCALE VERIFICATION

If this bar does not measure 0.5 inches then drawing is not to scale

Revisions			
No.	Description	Date	By
1	LC BOARD REVIEW	3-17-21	RDH
2	REVISED ALIGNMENT	9-28-22	RCC
3	REMOVE BOX CULVERT	10-11-22	RCC

LG EVERIST, INC
LAST CHANCE DITCH RELOCATION

CROSS SECTION FROM STA 31+00 TO 35+50

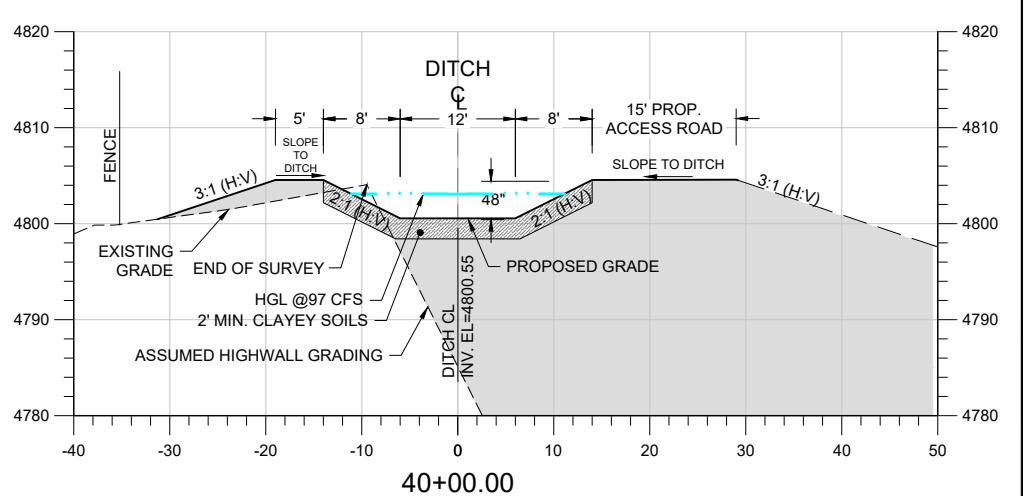
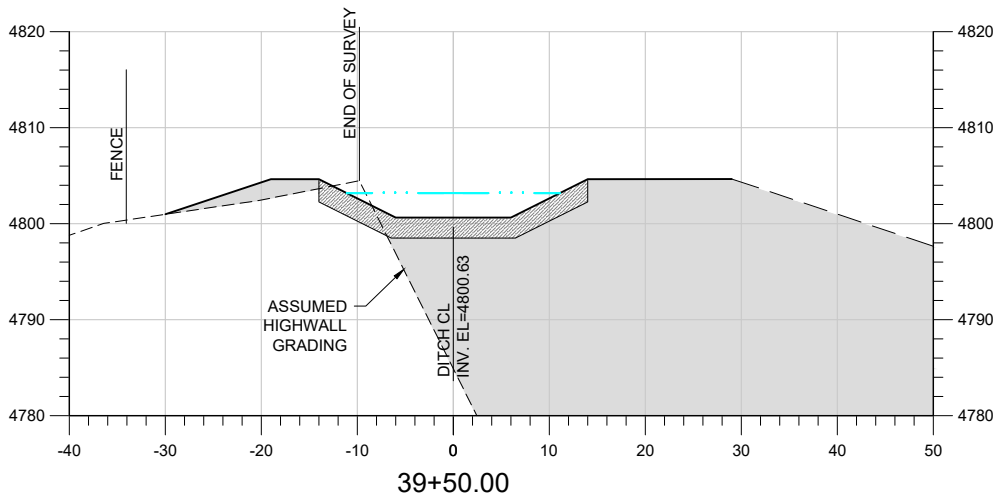
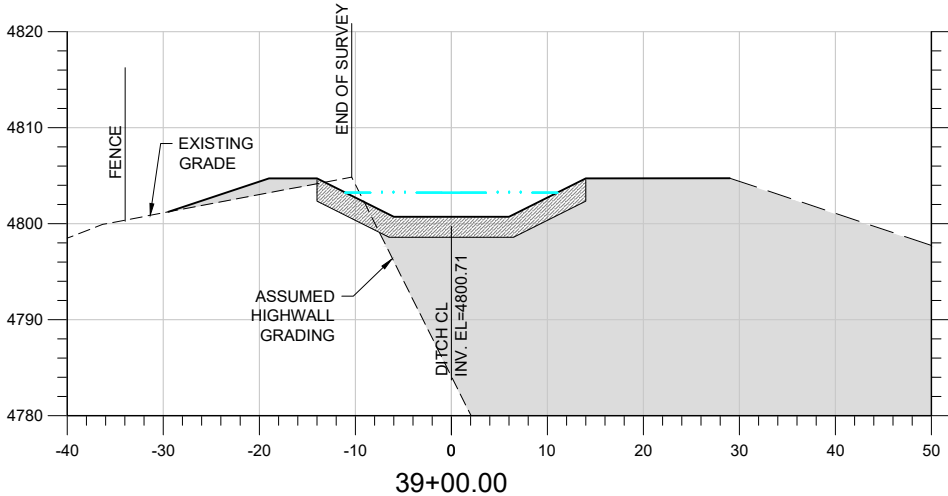
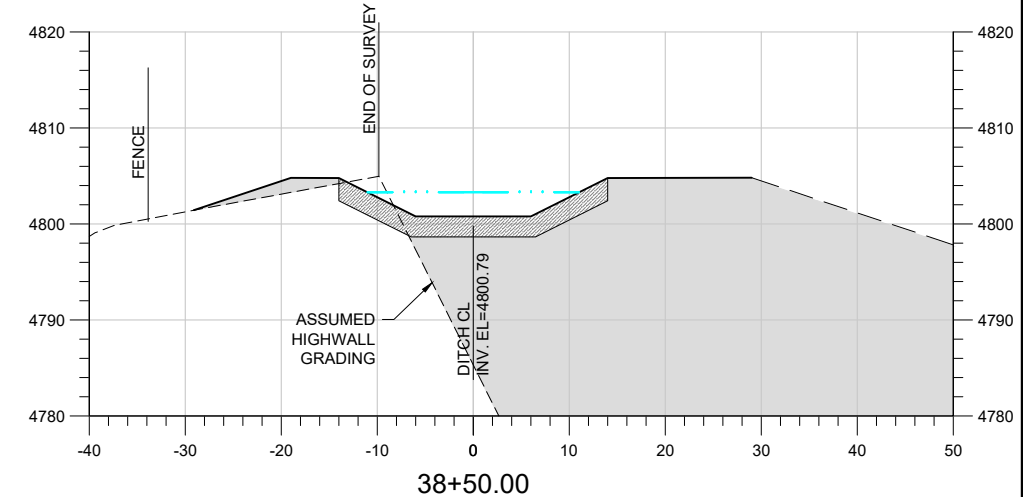
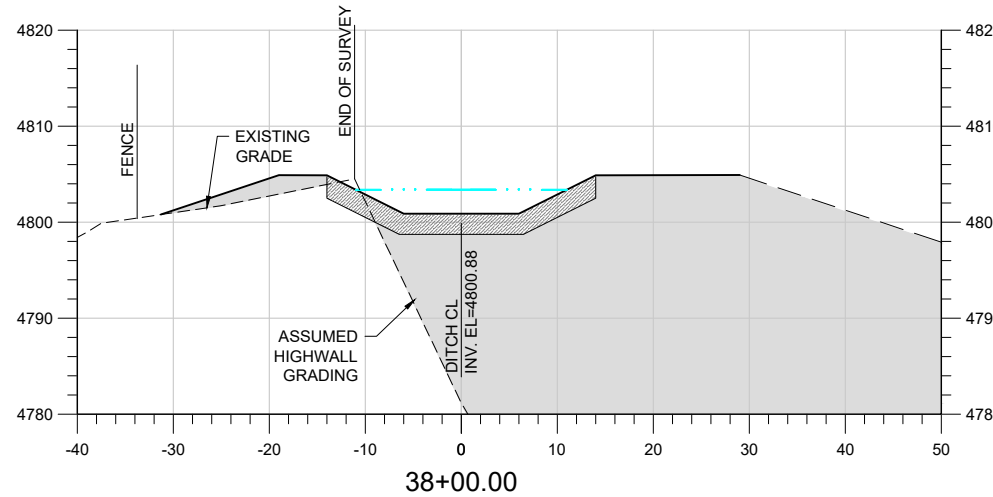
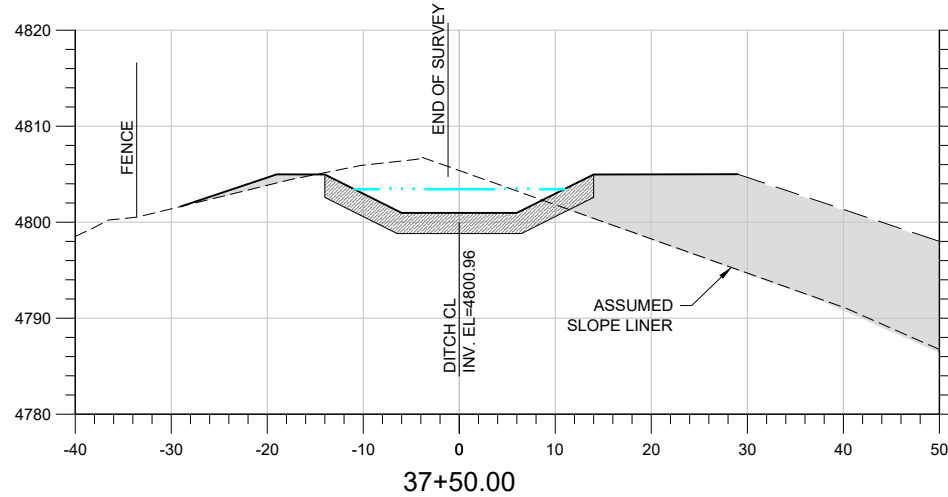
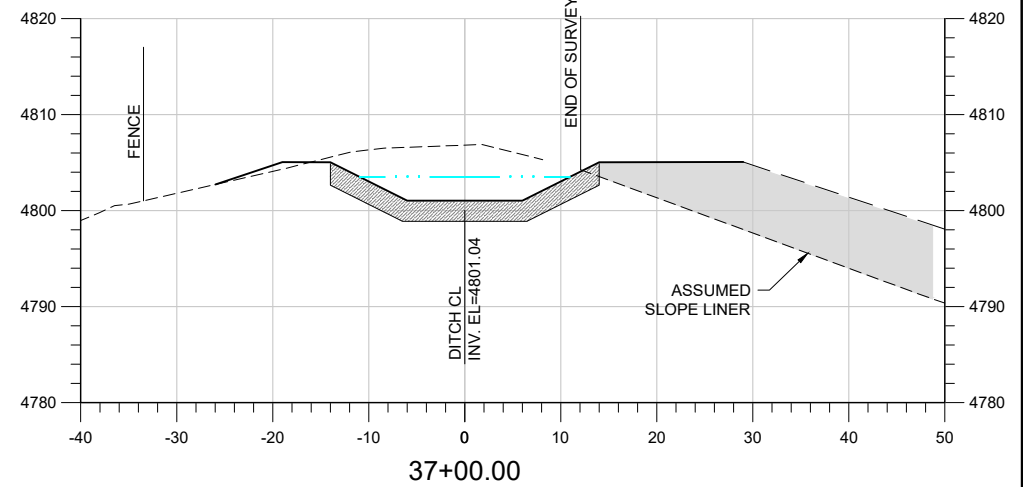
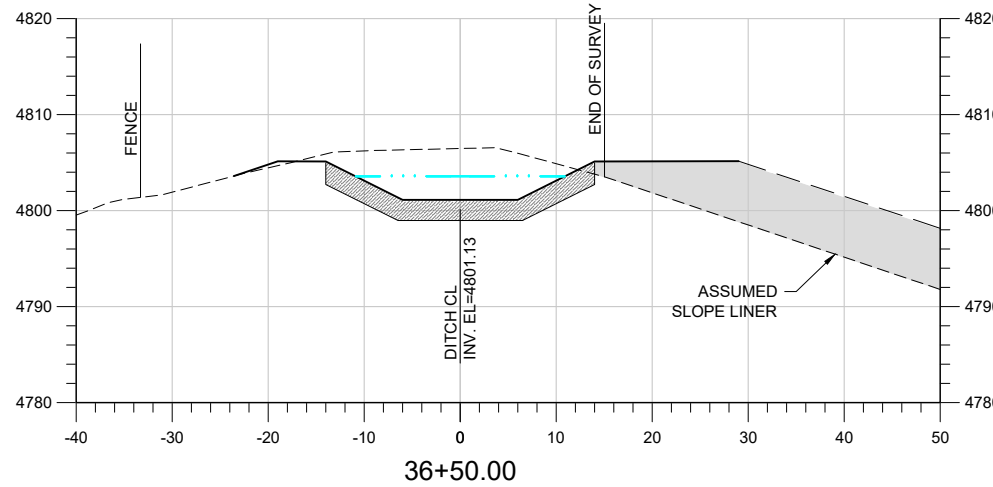
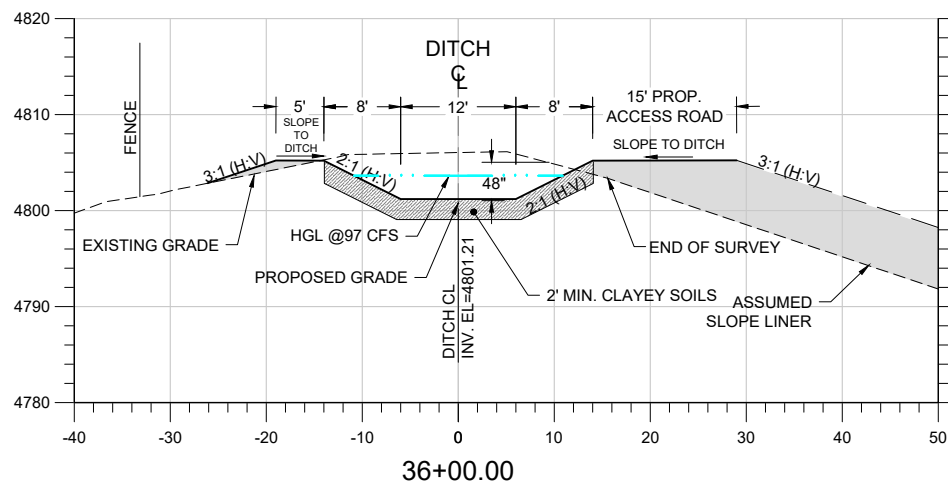
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DRAWN BY: BCOWLES DATE: 3-17-2021
CHECKED BY: RHINES JOB #: 0126.002



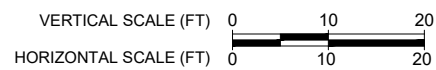
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19

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CROSS SECTIONS



SCALE VERIFICATION

If this bar does not measure 0.5 inches then drawing is not to scale

Revisions

No.	Description	Date	By
1	LC BOARD REVIEW	3-17-21	RDH
2	REVISED ALIGNMENT	9-28-22	RCC
3	REMOVE BOX CULVERT	10-11-22	RCC

LG EVERIST, INC
LAST CHANCE DITCH RELOCATION

CROSS SECTION FROM STA 35+50 TO 40+00

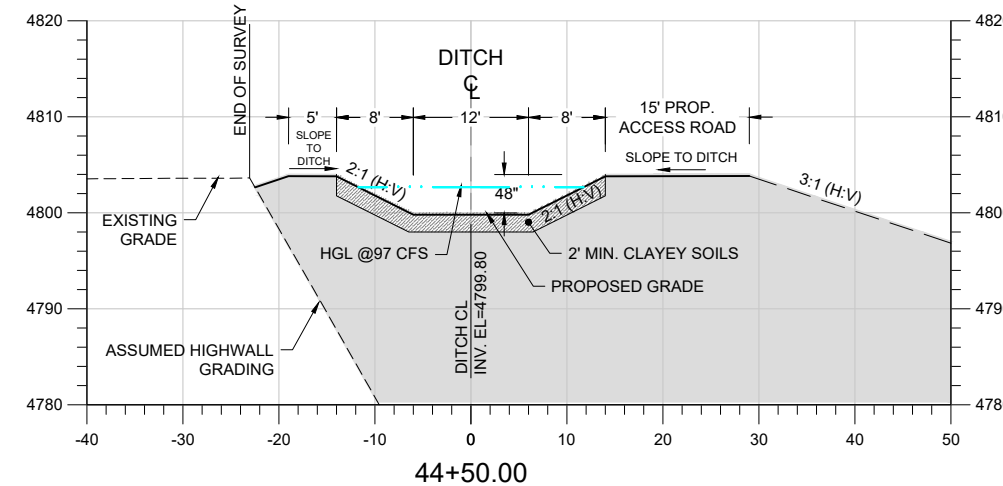
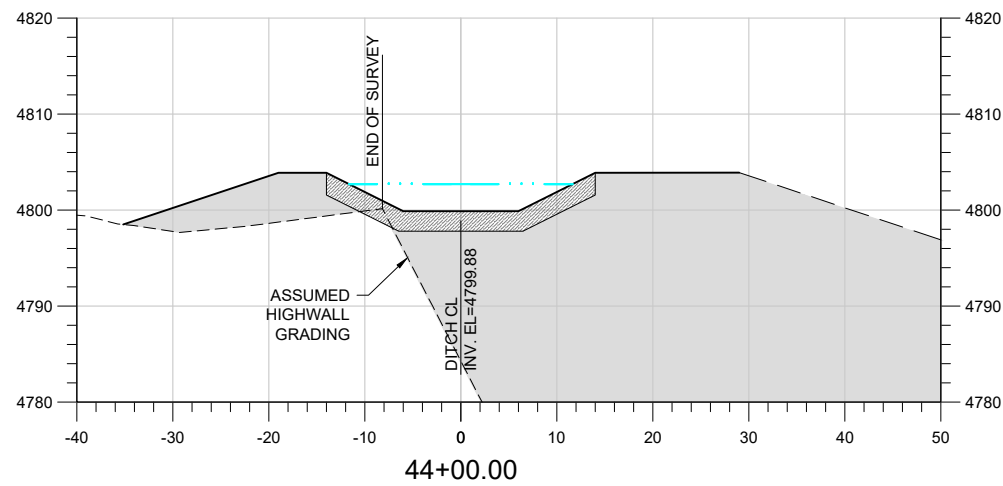
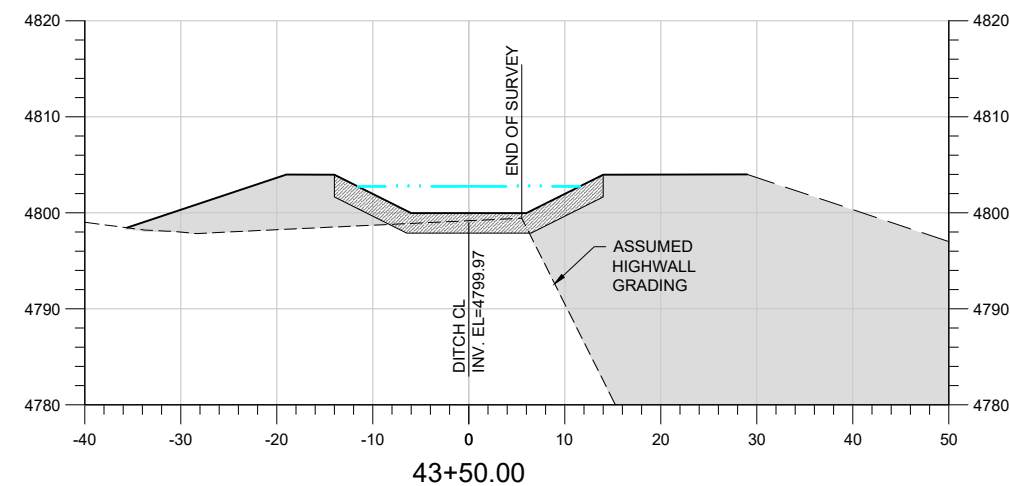
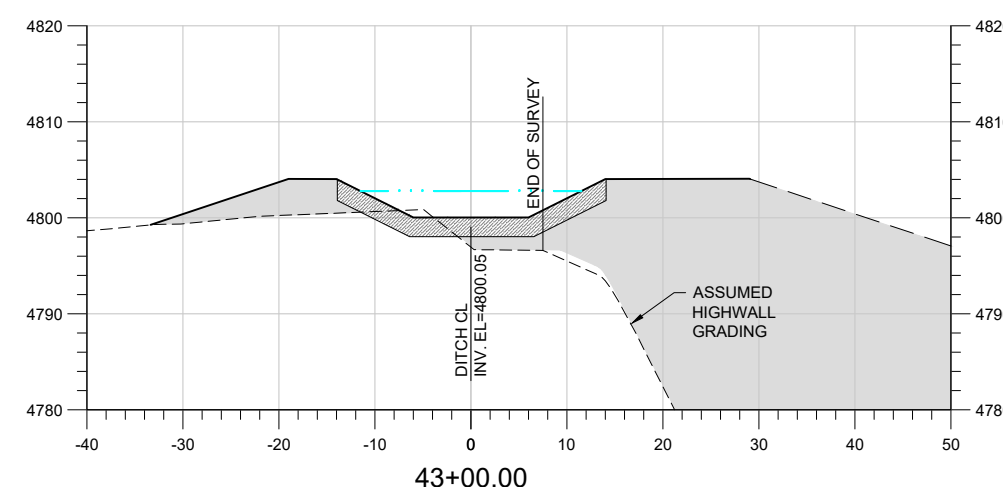
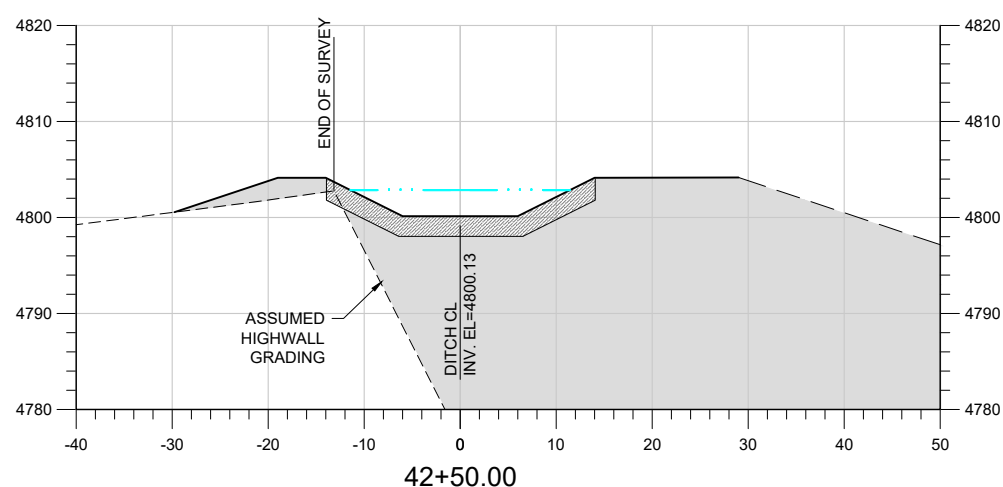
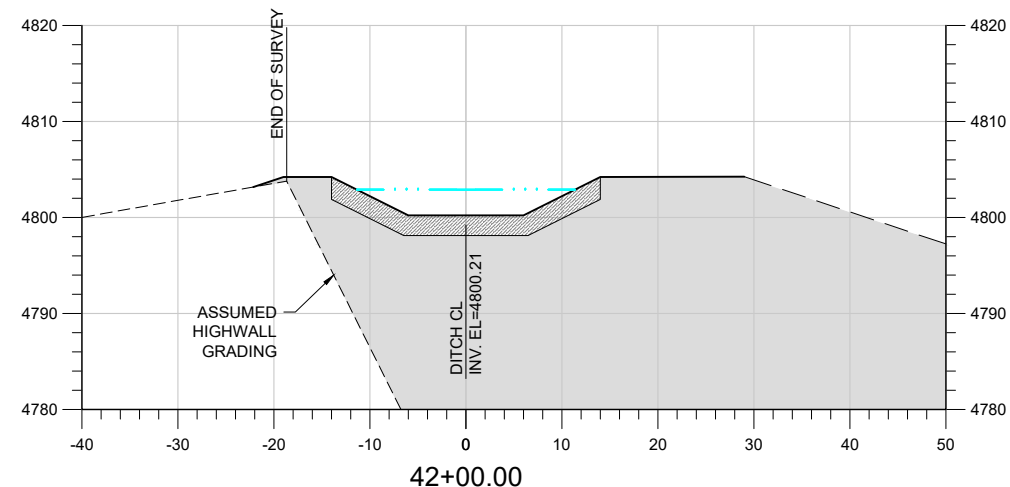
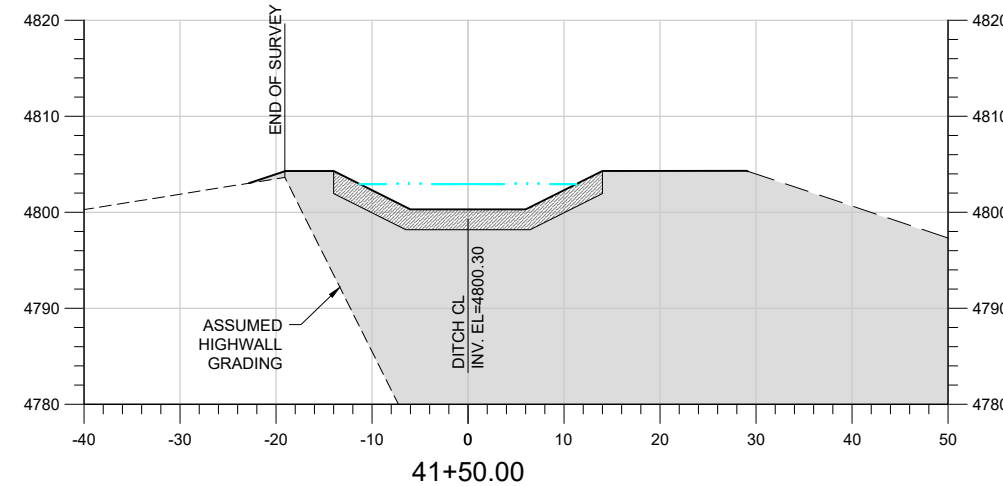
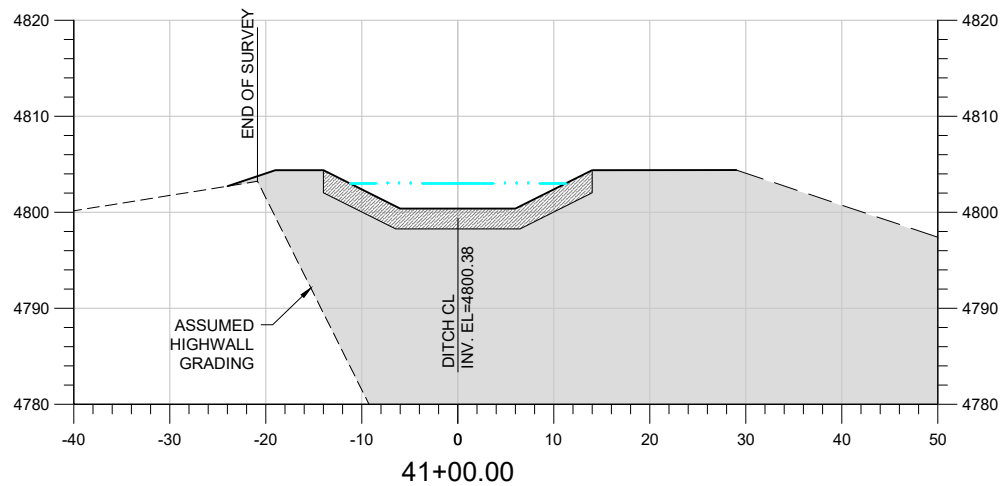
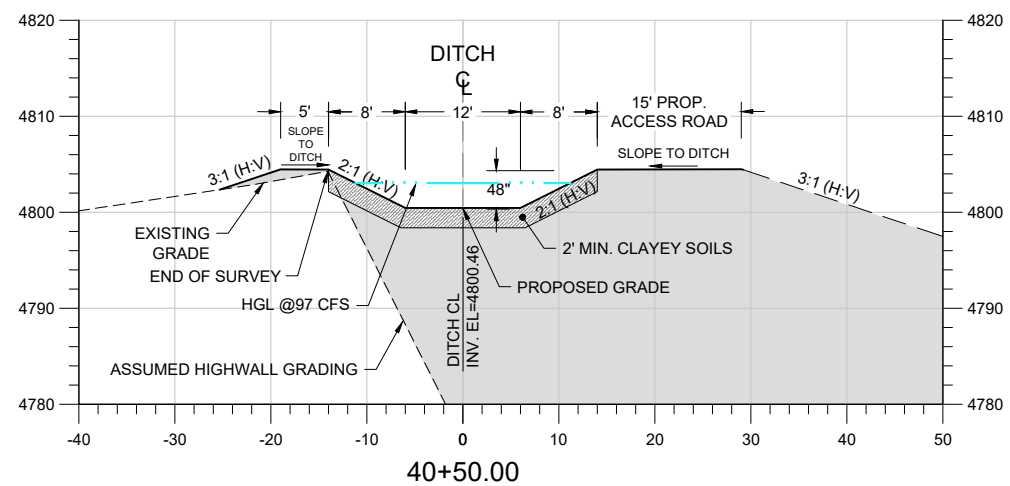
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APPROVED BY: RHINES
DRAWN BY: BCOWLES
DATE: 3-17-2021
CHECKED BY: RHINES
JOB #: 0126_002



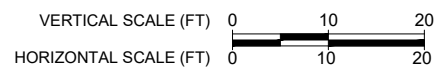
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CROSS SECTIONS



SCALE VERIFICATION

If this bar does not measure 0.5 inches then drawing is not to scale

Revisions

No.	Description	Date	By
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2	REVISED ALIGNMENT	9-28-22	RCC
3	REMOVE BOX CULVERT	10-11-22	RCC

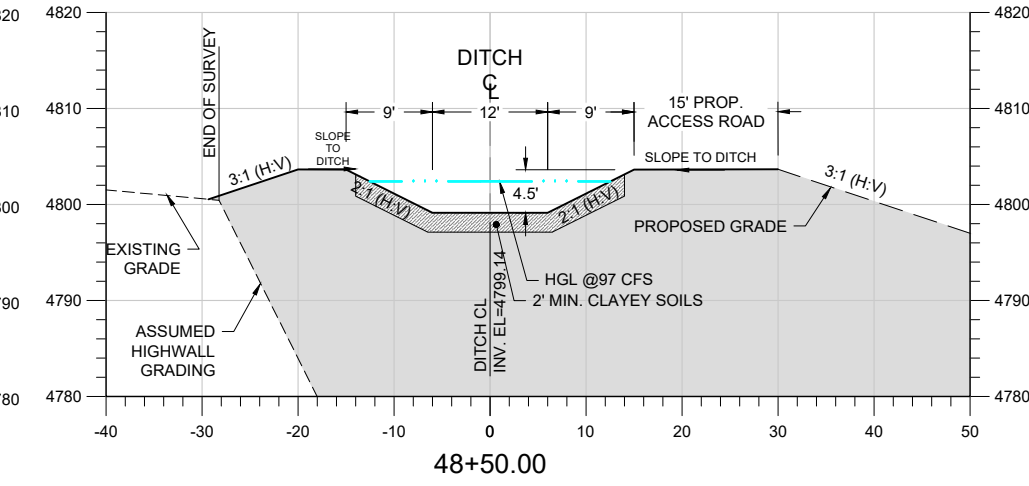
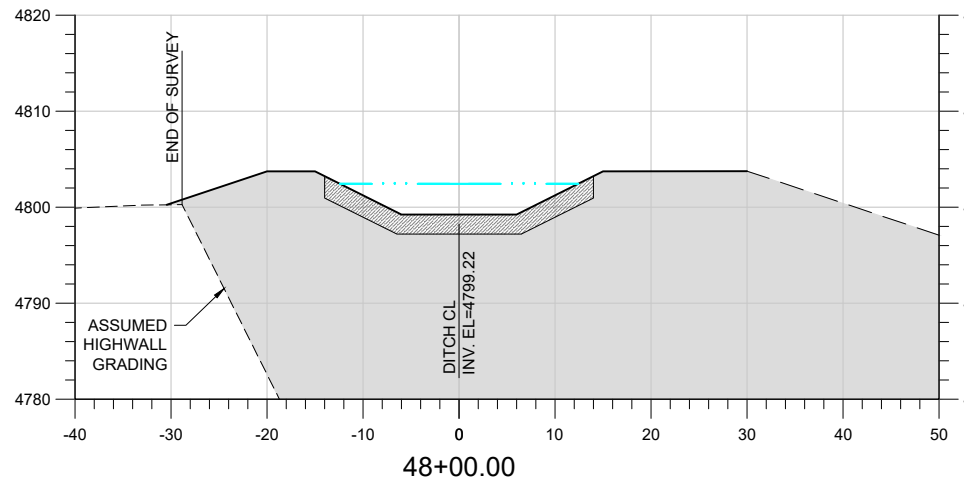
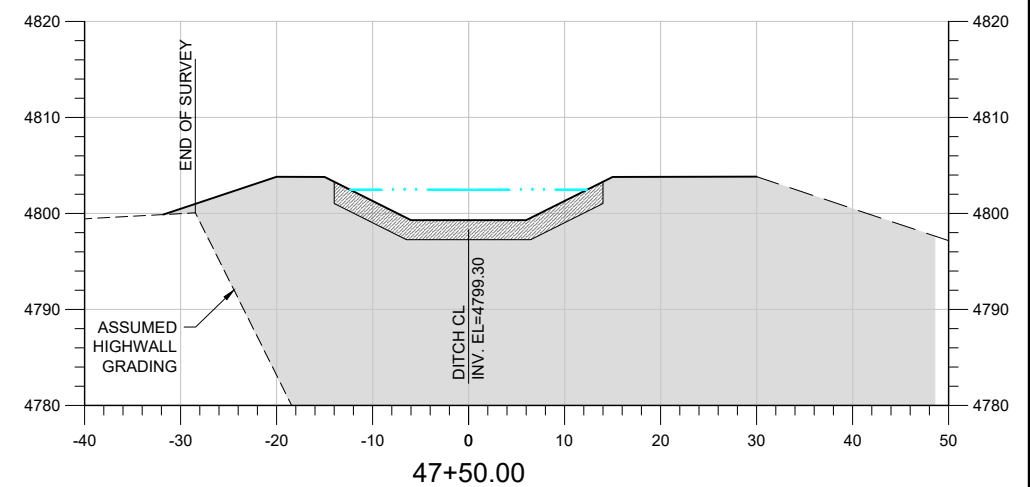
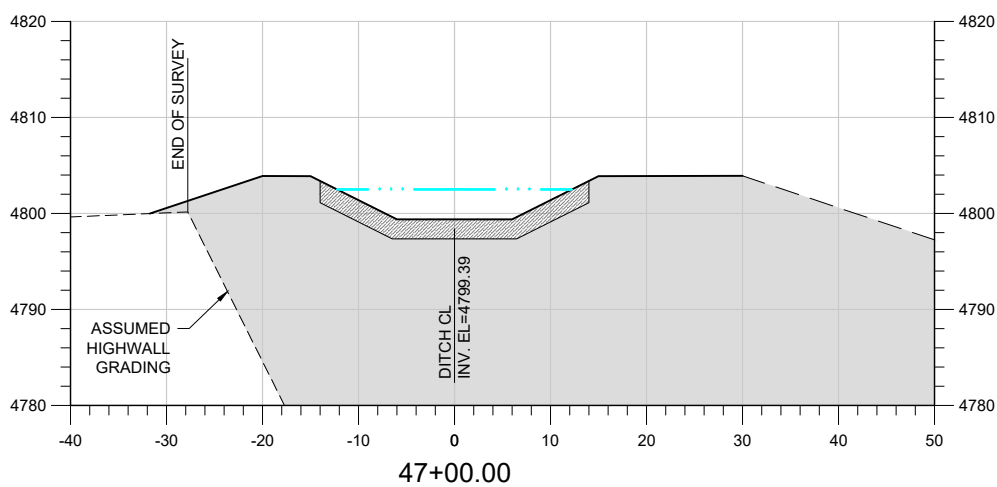
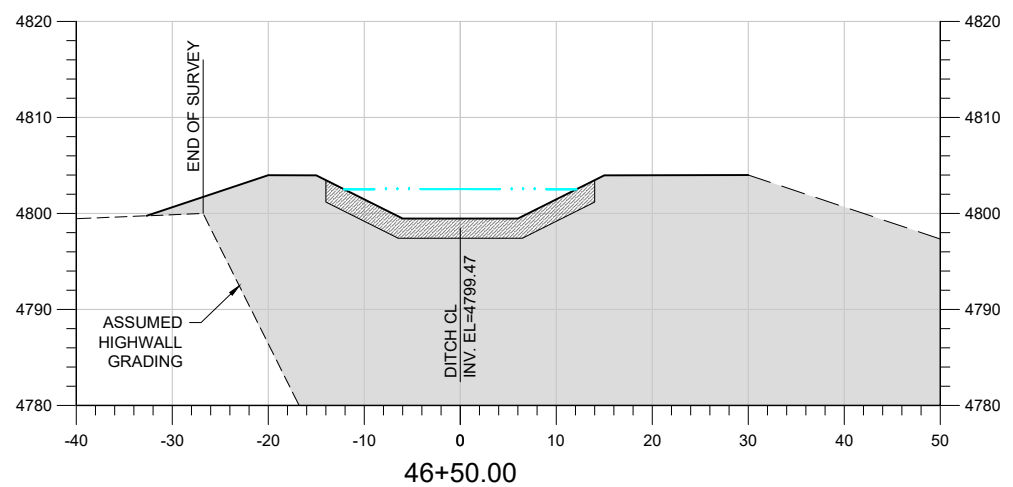
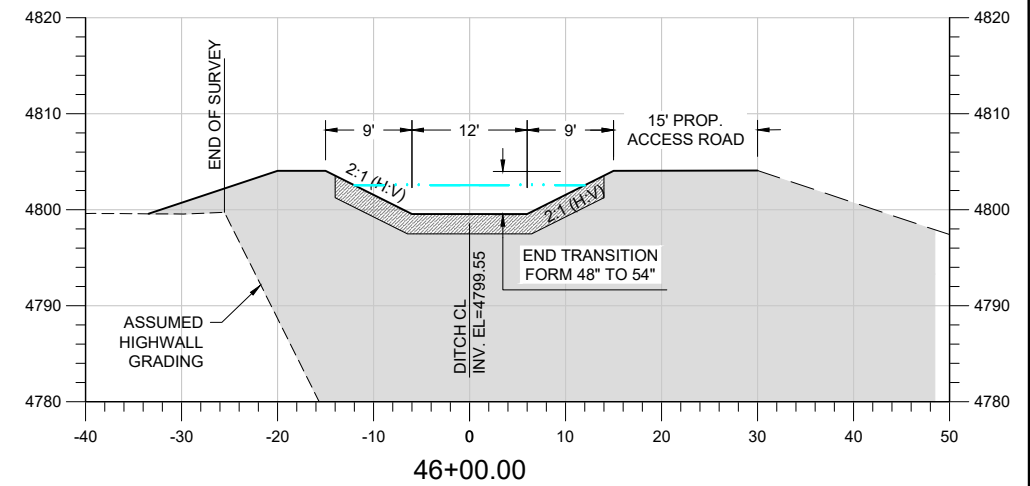
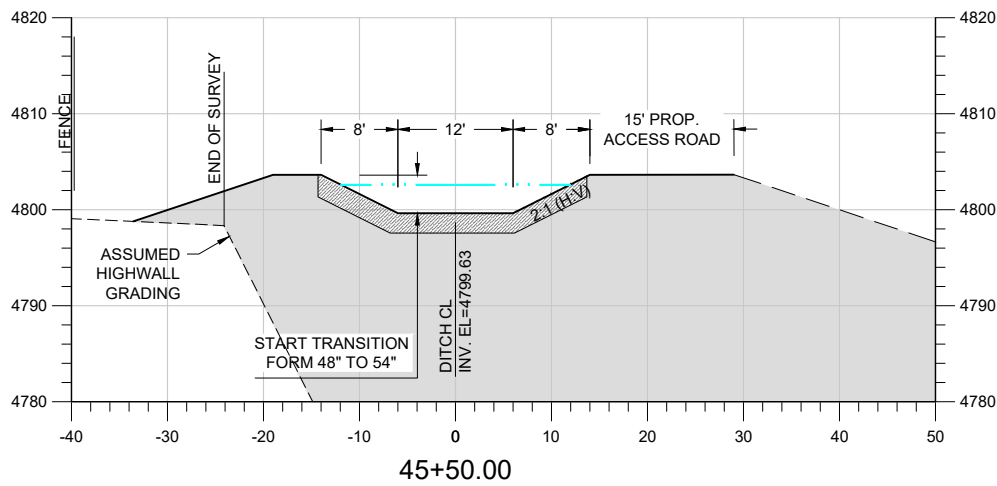
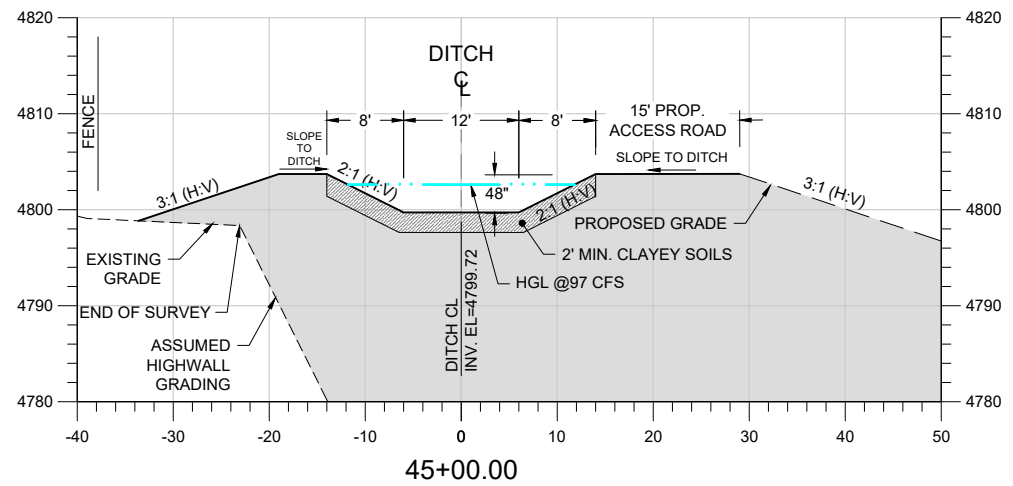
LG EVERIST, INC
 LAST CHANCE DITCH RELOCATION

CROSS SECTION FROM STA 40+00 TO 44+50

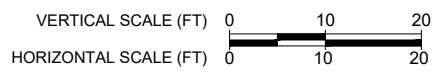
DESIGNED BY: RHINES
 APPROVED BY: RHINES
 DRAWN BY: BCOWLES
 DATE: 3-17-2021
 CHECKED BY: RHINES
 JOB #: 0126.002



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CROSS SECTIONS



SCALE VERIFICATION

If this bar does not measure 0.5 inches then drawing is not to scale

Revisions			
No.	Description	Date	By
1	LC BOARD REVIEW	3-17-21	RDH
2	REVISED ALIGNMENT	9-28-22	RCC
3	REMOVE BOX CULVERT	10-11-22	RCC

LG EVERIST, INC
LAST CHANCE DITCH RELOCATION

CROSS SECTION FROM STA 44+50 TO 48+50

DESIGNED BY: RHINES
APPROVED BY: RHINES

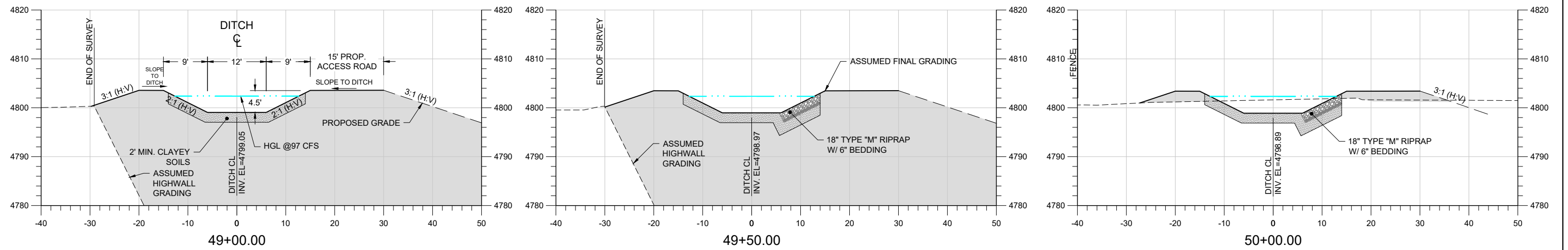
DRAWN BY: BOWLES
DATE: 3-17-2021

CHECKED BY: RHINES
JOB #: 0126.002

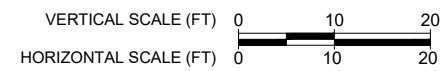
SUMMIT
WATER ENGINEERING


Sheet #:
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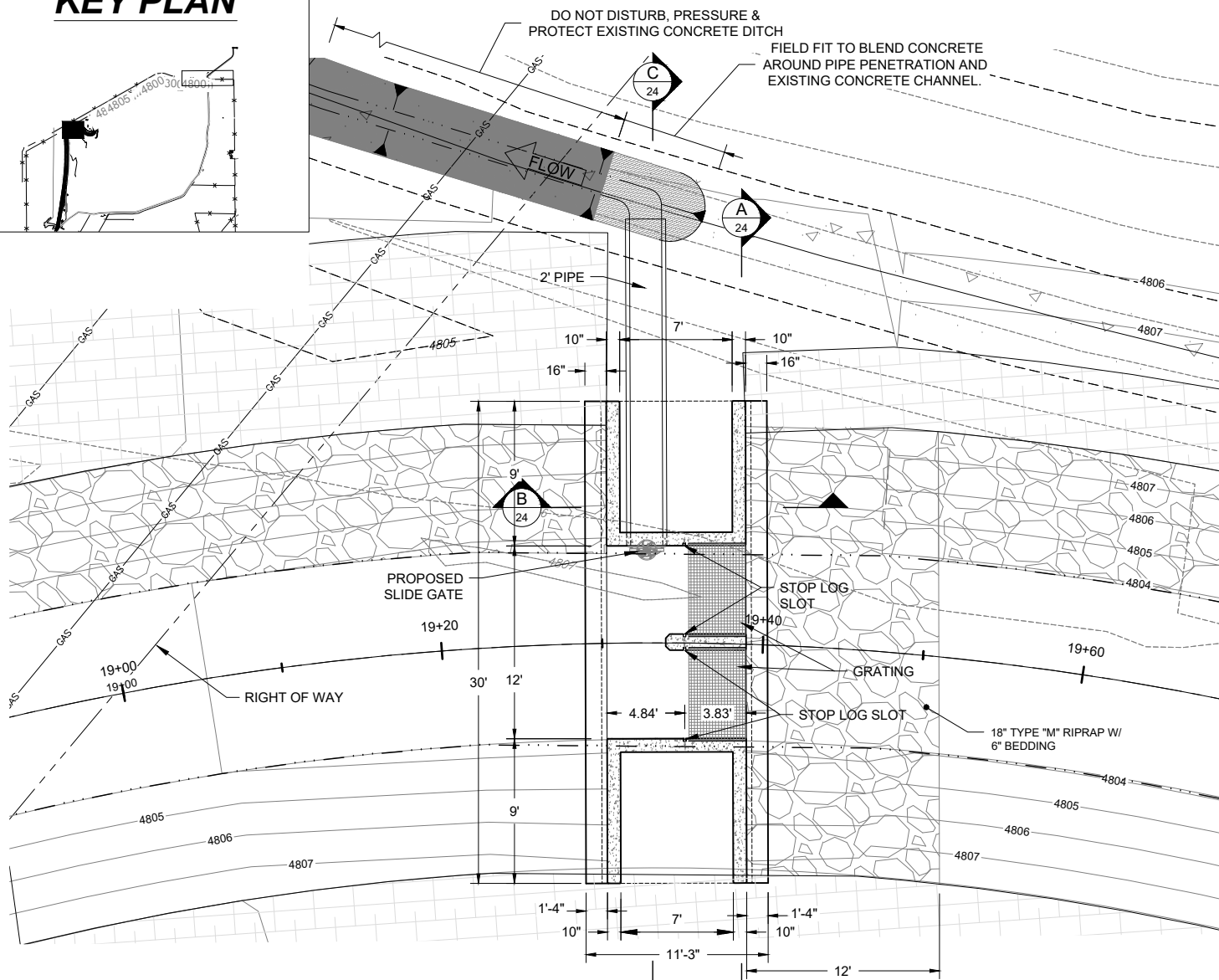
CROSS SECTIONS



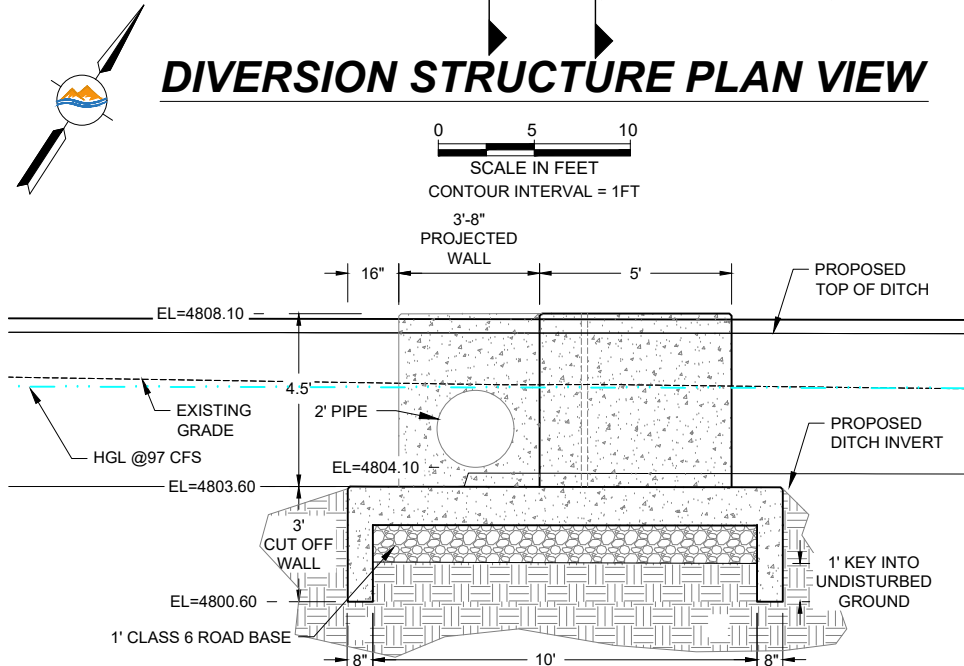
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If this bar does not measure 0.5 inches then drawing is not to scale				CROSS SECTION FROM STA 49+00 TO 50+00		
Revisions				DESIGNED BY: RHINES	APPROVED BY: RHINES	Sheet #: 23
No.	Description	Date	By	DRAWN BY: BCOWLES	DATE: 3-17-2021	
1	LC BOARD REVIEW	3-17-21	RDH	CHECKED BY: RHINES	JOB #: 0126_002	
2	REVISED ALIGNMENT	9-28-22	RCC			
3	REMOVE BOX CULVERT	10-11-22	RCC			

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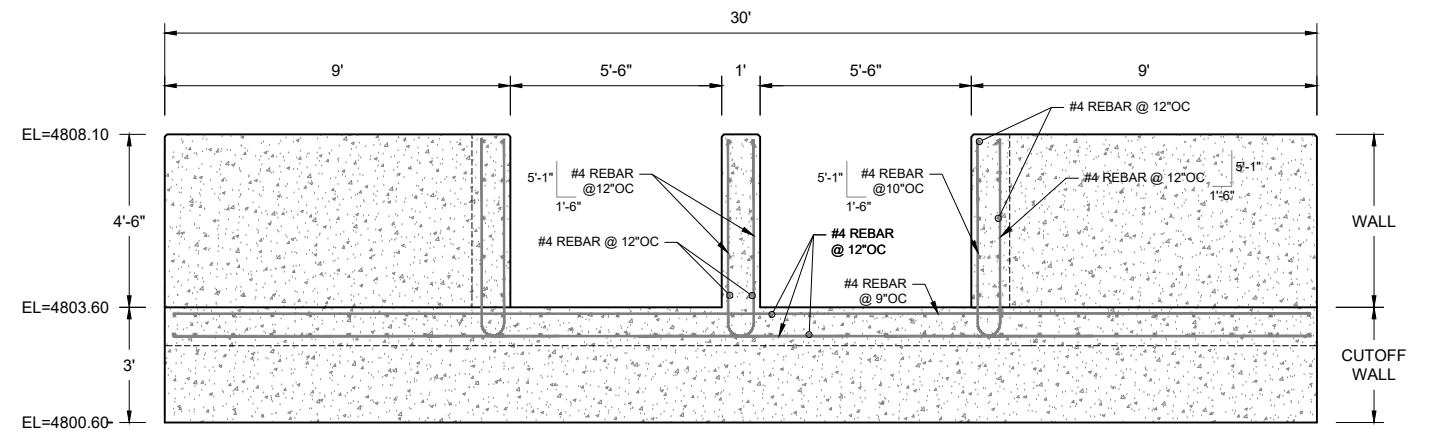
KEY PLAN



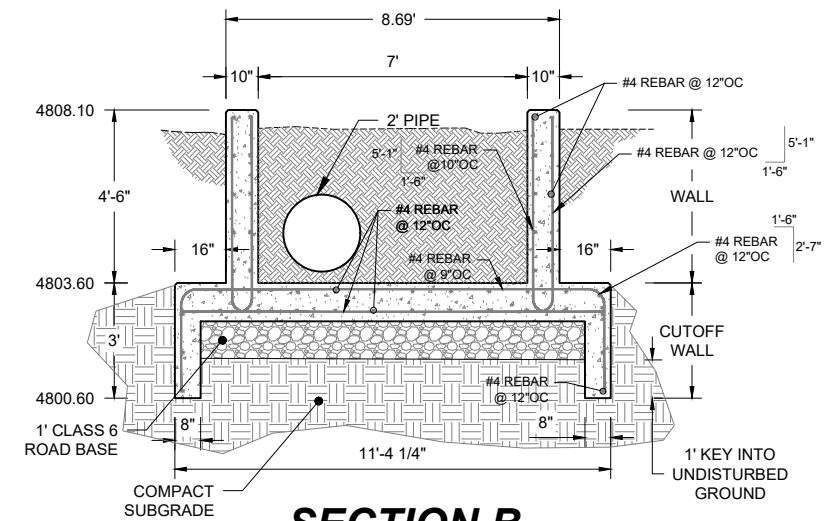
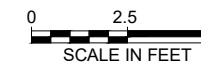
DIVERSION STRUCTURE PLAN VIEW



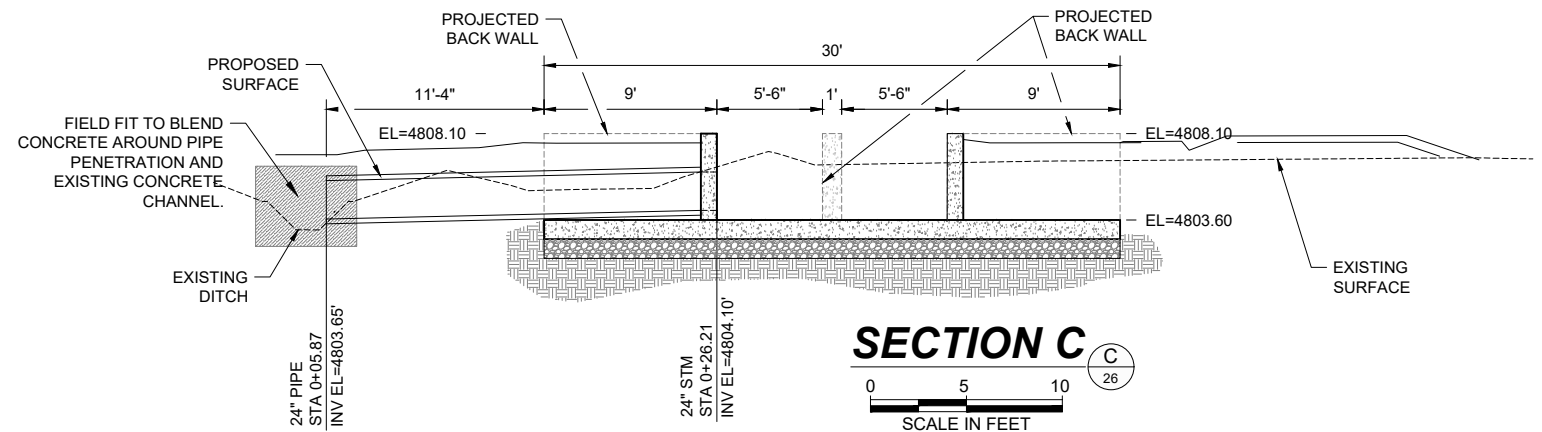
DIVERSION STRUCTURE PROFILE VIEW



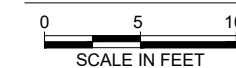
SECTION A



SECTION B



SECTION C



SCALE VERIFICATION

If this bar does not measure 0.5 inches then drawing is not to scale

No.	Description	Date	By
1	LC BOARD REVIEW	3-17-21	RDH
2	REVISED ALIGNMENT	9-28-22	RCC
3	REMOVE BOX CULVERT	10-11-22	RCC

LG EVERIST, INC
LAST CHANCE DITCH RELOCATION

DIVERSION STRUCTURE AT STA 19+47

DESIGNED BY: RHINES
APPROVED BY: RHINES
DRAWN BY: BOWLES
DATE: 3-17-2021
CHECKED BY: RHINES
JOB #: 0126.002



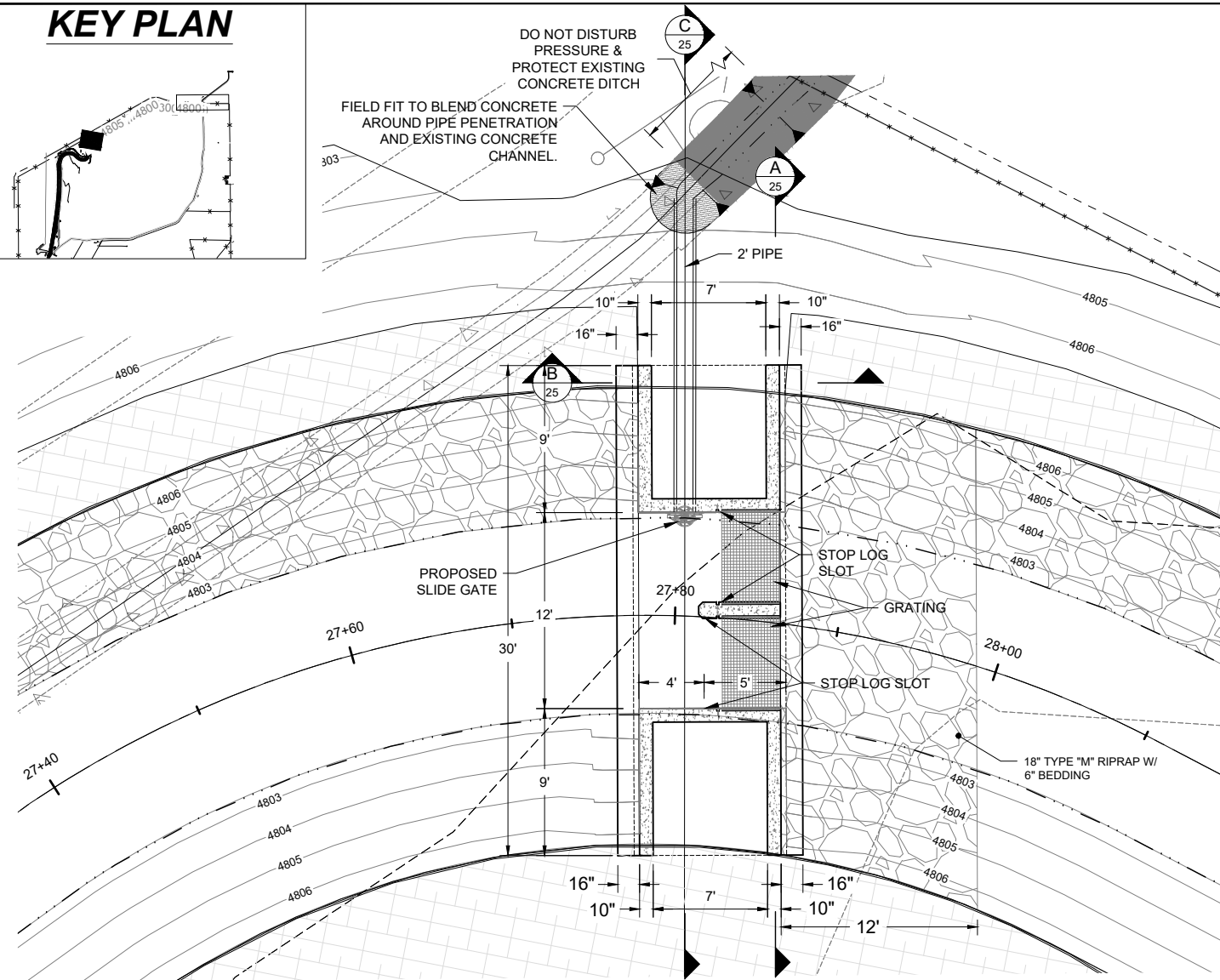
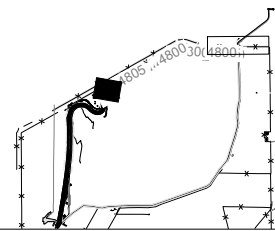
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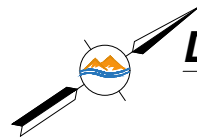
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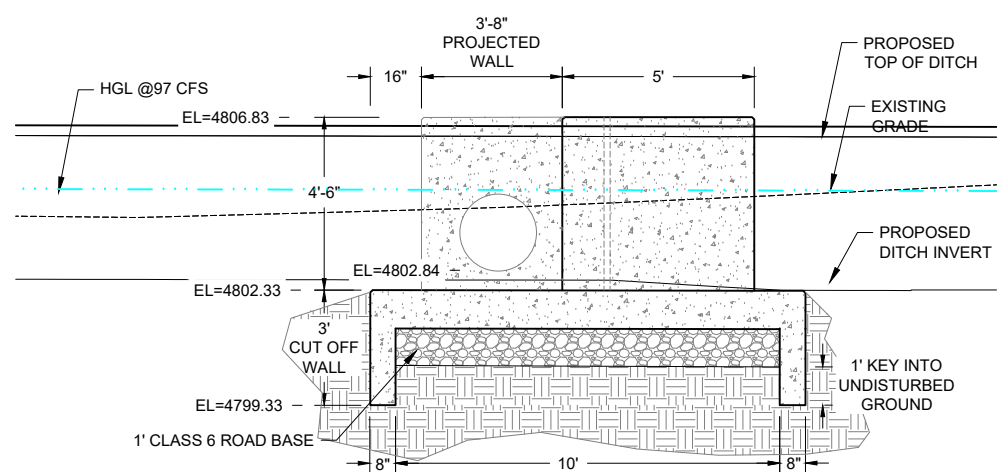
KEY PLAN



DIVERSION STRUCTURE PLAN VIEW

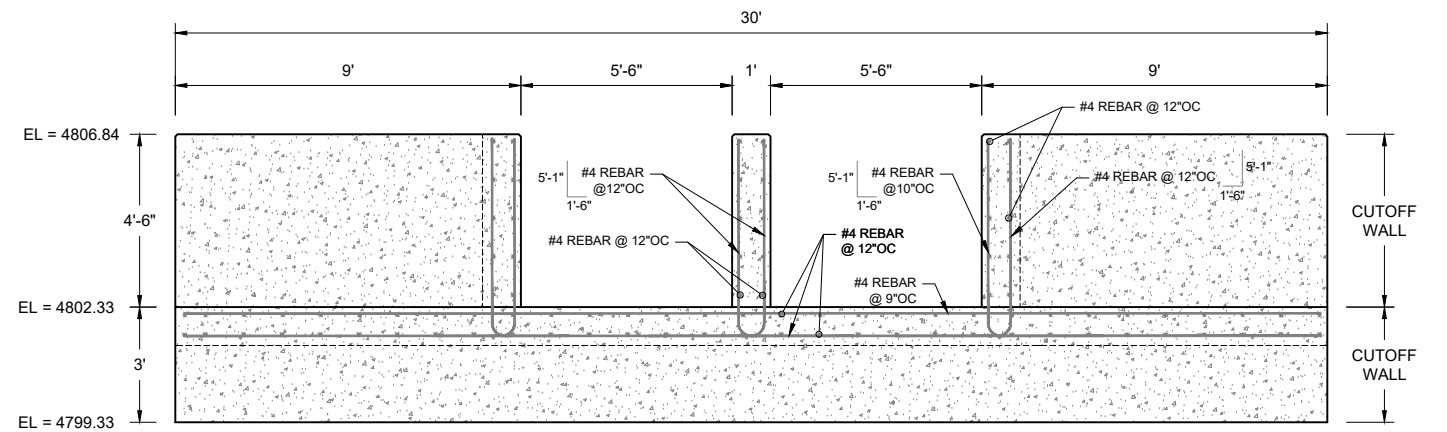


0 5 10
SCALE IN FEET
CONTOUR INTERVAL = 1 FT



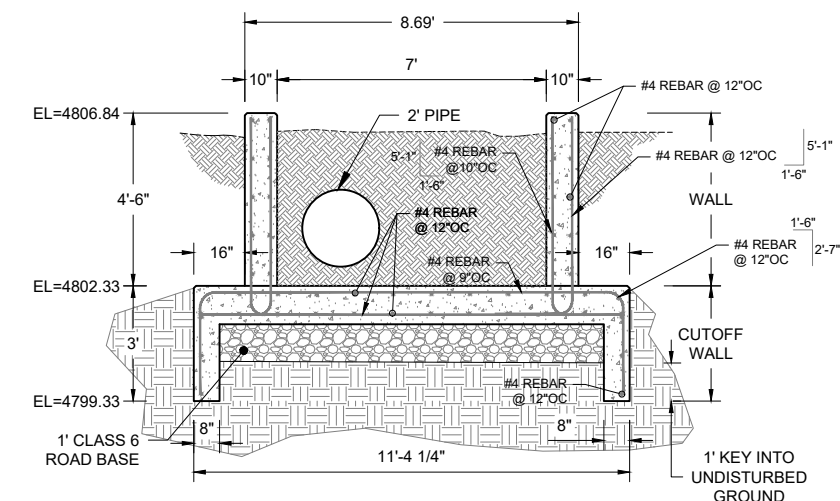
DIVERSION STRUCTURE PROFILE VIEW

0 2.5 5
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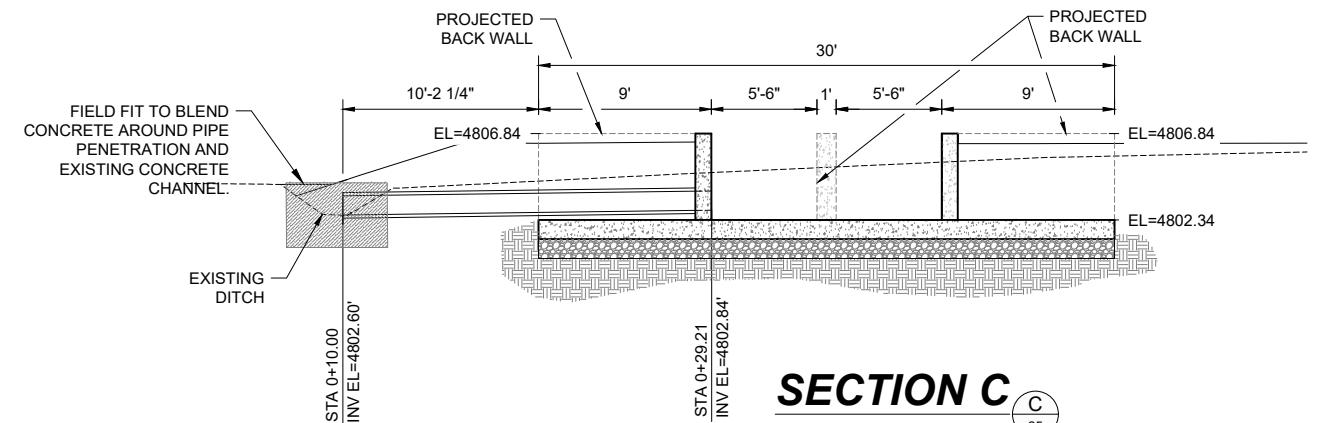
SECTION A

0 2.5 5
SCALE IN FEET



SECTION B

0 2.5 5
SCALE IN FEET



SECTION C

0 5 10
SCALE IN FEET

DRAFT

SCALE VERIFICATION				LG EVERIST, INC	
If this bar does not measure 0.5 inches then drawing is not to scale				LAST CHANCE DITCH RELOCATION	
Revisions				DIVERSION STRUCTURE AT STA 27+80	
No.	Description	Date	By	DESIGNED BY:	RHINES
1	LC BOARD REVIEW	3-17-21	RDH	APPROVED BY:	RHINES
2	REVISED ALIGNMENT	9-28-22	RCC	DRAWN BY:	BCOWLES
3	REMOVE BOX CULVERT	10-11-22	RCC	CHECKED BY:	RHINES
				DATE:	3-17-2021
				JOB #:	0126.002

SUMMIT
WATER ENGINEERING

Sheet #:
25

EXHIBIT C

Replacement Ditch Easement
Form of Ditch Easement Deed

EXHIBIT C

DITCH EASEMENT DEED

THIS DITCH EASEMENT DEED (this “**Deed**”) is effective as of _____, 2022, and is entered into by and between **LAST CHANCE DITCH COMPANY**, a Colorado mutual ditch company (the “**Grantee**”), and **L.G. EVERIST, INCORPORATED**, a South Dakota corporation (the “**Grantor**”).

RECITALS

- A. Grantor owns certain real property in Weld County, Colorado described in **Exhibit A** attached hereto and referred to herein as the “**Grantor Property**”;
- B. Grantee owns and operates the Last Chance Ditch (the “**Ditch**”) within a prescriptive easement that crosses the Grantor Property (the “**Existing Ditch Easement**”) as depicted on **Exhibit B**; and
- C. Grantor wishes, and Grantee has agreed, to relocate the Ditch on the Grantor Property, and pursuant thereto and Grantee wish to relocate the Ditch on the Grantor Property, and as such, Grantee desire to obtain a new easement across a new section (the “**Easement Area**”) of Grantor’s Property to maintain, operate, repair, reconstruct, improve, and replace the Ditch, and the necessary ingress, egress, and access thereto for such activities.

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

1. **Grant of Easement.** Grantor does hereby grant, sell, bargain, and convey unto Grantee and Grantee’s successors and assigns a perpetual, non-exclusive easement (the “**New Easement**”) over, across, under, and through the Easement Area more particularly described and depicted on **Exhibit C** attached and incorporated into this Agreement.
2. **Use of Ditch Easement.** This grant of the New Easement is for all rights, hereditaments, and appurtenances necessary for ingress and egress through, over, and across the Easement Area for the purpose of owning, operating, maintaining, repairing, replacing, reconstructing, improving, and replacing the Ditch and its associated structures, together with all rights and privileges incidental to Grantee’s full use and enjoyment of the New Easement. In order to perform the activities allowed by the New Easement, such incidental rights and privileges shall also include but not be limited to Grantee’s right to operate vehicles along the New Easement reasonably sized to conduct such activities. Grantor shall not establish landscaping within the Easement Area without written prior approval from Grantee. To the extent that such landscaping is approved, Grantee shall not be held liable for damage to such landscaping established within the Easement Area caused by such vehicles operating in accordance with the New Easement. Similarly, Grantor shall not construct curb cuts or other structural impediments within the Easement Area without written prior approval from Grantee. To the extent that such structural element(s) are approved, Grantee shall not be held liable for damage to such structural element(s) within the Easement Area caused by such vehicles operating in accordance with the New Easement.

Nothing in this New Easement shall be interpreted or construed to allow Grantor or its successors-in-interest to take any action to, or by omission of action, diminish or degrade the quantity, quality, and timing of the transport and delivery of Grantee’s decreed irrigation water rights, other water which Grantee has historically delivered through the Ditch in amounts historically delivered through the Ditch,

water rights which Grantee or third parties adjudicate to be delivered through the Ditch in the future, and the related carriage of other waters naturally arising in the Ditch through the Easement Area.

3. **Non-Exclusive Use; Grantor's Reserved Rights.** Grantor's grant of the New Easement is non-exclusive, and it expressly reserves the right to utilize the Easement Area for any purpose that does not unreasonably interfere with Grantee's rights granted under the New Easement. Notwithstanding the foregoing, nothing in this paragraph shall authorize Grantor to make any alterations to the Ditch or to conduct or authorize any third parties to conduct any activities that unreasonably interfere with Grantee's rights granted under the New Easement without the express written consent of Grantee. Notwithstanding the foregoing, in the event of an emergency or force majeure event impacting the Easement Area or Ditch, the party which is aware of such event shall immediately notify the other party, and the parties agree to cooperate on a prompt resolution of the same.

4. **Limited Access Easements.** The New Easement shall allow Grantee, its directors, officers, agents, employees, licensees, and permittees, access over and through the Property at all proper times and places, for ingress to and egress from the Ditch to exercise, enforce, and protect the rights granted herein, via the access locations and routes depicted on **Exhibit B**.

5. **Preservation of Ditch Support.** Neither Grantor nor any other entity who is an agent of Grantor pursuant to a contract with Grantor, shall knowingly take any action which would impair the lateral or subjacent support of the Ditch. This provision is not intended to prohibit the development of the Grantor Property located adjacent to the Easement Area, but to reasonably restrict any such development to negate impairment of the lateral and subjacent support on which the integrity of the Ditch is reliant.

6. **Covenants Running with Land.** Each of the covenants, benefits, burdens, terms, and conditions hereof are intended to run with the land of Grantor's Property and shall inure to and be binding upon the respective successors, and assigns of Grantor.

7. **Indemnity by Grantor, Successors and Assigns.** As further consideration for the relocation of the Ditch, Grantor shall indemnify, defend and hold harmless Grantee, its directors, officers, employees and agents (collectively, the "**Indemnitees**") from and against any and all claims, judgments, costs, awards, expenses (including any reasonable attorneys' fees) or liability of any kind arising out of, caused or alleged to be caused by the relocation of the Ditch on the Grantor Property, including without limitation any such liability of Grantee caused by Grantee ceding senior property rights by virtue of relocating the Existing Ditch Easement to the Easement Area. To the extent Grantee's rights to the Easement Area are junior to any other encumbrances on the Grantor Property, the Indemnitees shall be liable for any claims, judgments, costs, awards, expenses (including any attorney fees) or liability of any kind related to thereto. In the event that Grantee ceding seniority with respect to any other real property encumbrance causes Grantee to, now or at any time in the future, reroute or otherwise divert the Ditch on the Grantor Property, Grantor, its successors and assigns, shall bear all the costs, penalties, damages, expenses, and other liabilities associated with such diversion to ensure Grantee can deliver water contained into the Ditch downstream pursuant to any and all other contracts related thereto and/or the governing documents of Grantee, and Grantor shall compensate Grantee for any direct loss related thereto, including any and all reasonable costs of enforcement of this provision. Grantee shall indemnify, defend and hold harmless Grantor, its directors, officers, employees and agents (collectively, the "**Grantor Indemnitees**") from and against any and all claims, judgments, costs, awards, expenses (including any reasonable attorneys' fees) or liability of any kind

arising out of, caused or alleged to be caused by Grantee's use of the Ditch on the Grantor Property or Grantee's use of the Easement Area.

8. **Joint and Several Liability.** Section 7, above shall run with the land and bind all successors and assigns of Grantor, as set forth in this Deed. Moreover, Grantor shall remain personally liable for the indemnity obligation set forth in Section 7, and the owner of the Grantor Property and Grantor, whether Grantor has conveyed title to the Grantor Property or otherwise, shall remain jointly and severally liable for such obligations.

9. **Relinquish of Existing Ditch Easement.** Upon acceptance of this Deed by Grantee, Grantee shall be deemed to have relinquished and quitclaimed unto Grantor, and by this Deed does hereby relinquish and quitclaim to Grantor any and all rights in any right in the Existing Ditch Easement, except for the rights in the Easement Area conveyed pursuant to this Deed. Grantee shall further be deemed to have relinquished and quitclaimed, and by this Deed, does hereby relinquish and quitclaim to Grantor any and all rights in any prescriptive easement of Grantee in, on or over Grantor's Property.

The undersigned warrants that he is authorized to sign this Deed for Grantor. Grantor shall record this Deed with the Clerk and Recorder of Weld County, State of Colorado.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

GRANTEE

LAST CHANCE DITCH COMPANY, a Colorado mutual ditch company

By: Garrett Varra, President

STATE OF COLORADO)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____ this ____ day of _____, 2022 by Garrett Varra as President of Last Chance Ditch Company.

Witness my hand and official seal.

My commission expires _____.

Notary Public

Exhibit A to Exhibit C – Ditch Easement Deed
Grantor Property Description

Weld County Parcel 120932300002

PROPERTY DESCRIPTION:

PARCEL 1:

THAT PART OF THE W1/2 OF SECTION 32, TOWNSHIP 3 NORTH, RANGE 67 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO, LYING WEST OF THE RIGHT OF WAY OF THE UNION PACIFIC RAILWAY COMPANY; EXCEPT THAT PORTION THEREOF LYING NORTH OF THE CENTER OF THE PUBLIC HIGHWAY MORE PARTICULARLY DESCRIBED IN INSTRUMENT RECORDED IN BOOK 296 AT PAGE 556.

PARCEL 2:

THAT PART OF THE W1/2 OF SECTION 32, TOWNSHIP 3 NORTH, RANGE 67 WEST OF THE 6th P.M. LYING WEST OF THE NORTH-SOUTH CENTERLINE OF THE FORMER UNION PACIFIC RAILROAD COMPANY'S RIGHT OF WAY, WELD COUNTY, STATE OF COLORADO.

Weld County Parcel 120932300004

PROPERTY DESCRIPTION

All that portion of the West Half (W1/2) of the Southeast Quarter (SE1/4) and of the West Half (W1/2) of Section 32, Township 3 North, Range 67 West, lying East of the right of way of the Union Pacific Railroad Company as the same now exists across said premises, except any existing rights of way for highways and ditches, and except five (5) acres in the Southeast corner of said premises heretofore reserved for use as a cemetery, County of Weld, State of Colorado.

Together with,

All right, title, and interest in and to the right of way of the Dent Branch of the Union Pacific Railroad Company lying Southeasterly of the centerline of main track of said Railroad as was originally constructed and operated through the West Half of Section 32, Township 3 North, Range 67 West of the 6th P.M. in the County of Weld, State of Colorado. Per Quit Claim Deed recorded March 16, 2004 at Reception No. 3162327 in the Records of Weld County.

Weld County Parcel 120932100005

PROPERTY DESCRIPTION

The Southwest Quarter of the Northeast Quarter and the South Half of the Northwest Quarter of the Northeast Quarter of Section 32, in Township 3 North, of Range 67 West, except a strip of land conveyed to the Union Pacific Railroad Company April 26, 1909 in Book 300 at Page 469, and subsequently conveyed to the Town of Firestone March 19, 1997 at Reception No. 2538622, County of Weld State of Colorado.

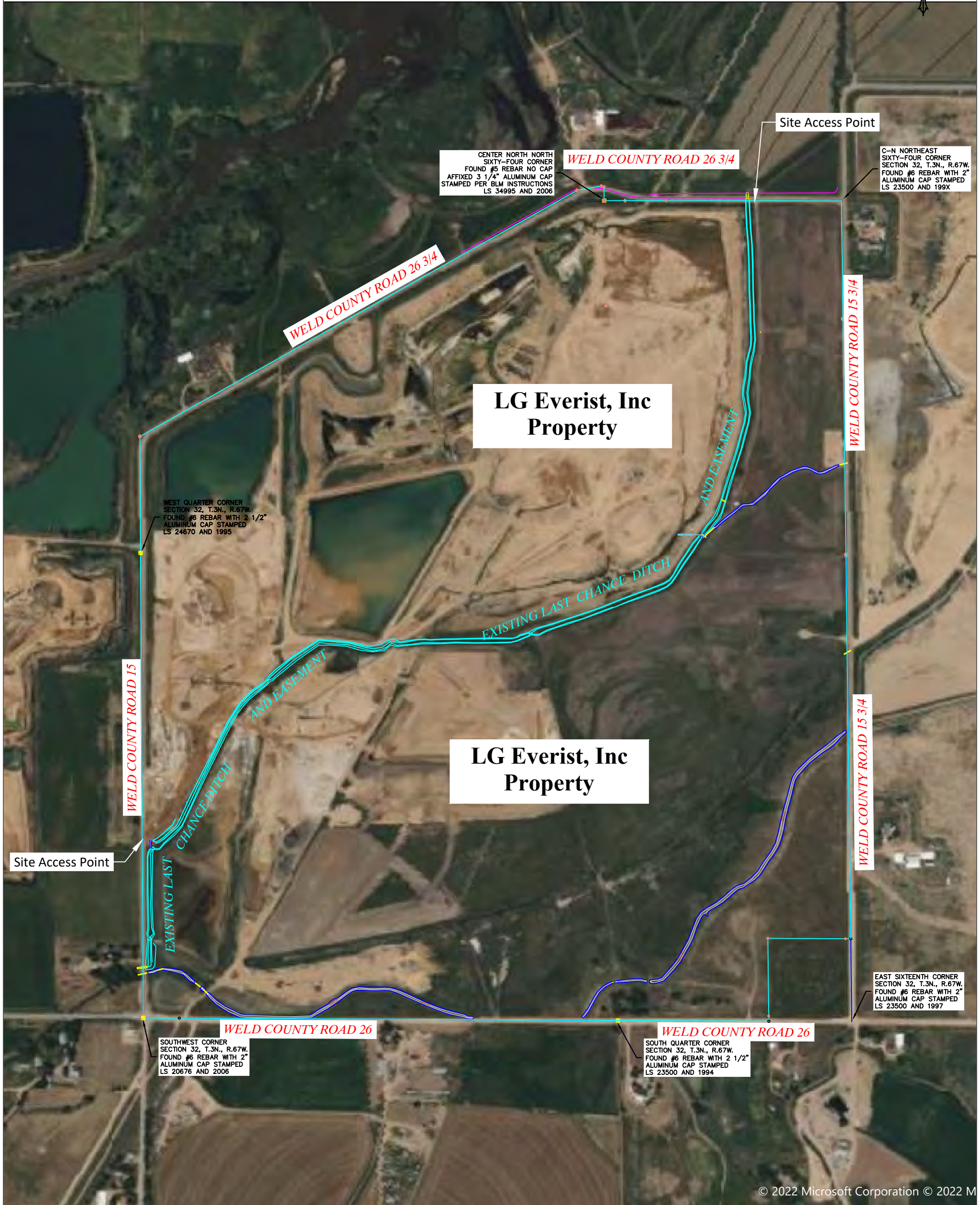
Weld County Parcel 120932000034

PROPERTY DESCRIPTION

EXHIBIT B

Owner Property and Existing Ditch

|



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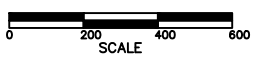


EXHIBIT B - Owner Property and Existing Ditch Location LAST CHANCE DITCH RELOCATION AGREEMENT		DRAWN BY: MSN	
		SCALE: AS NOTED	
		DATE: 10-05-2022	
	L.G. EVERIST, INC. We Deliver Solutions! FT. LUPTON, CO		DRAWING NO.: L01
			REV. 

EXHIBIT C

Legal Description of New Easement

EXHIBIT A
(1 of 3)
PROPERTY DESCRIPTION

A strip of land, Sixty (60) feet in width, being part of Section Thirty-two (32), Township Three North (T.3N.), Range Sixty-seven West (R.67W.) of the Sixth Principal Meridian (6th P.M.), County of Weld, State of Colorado, the centerline of said strip of land being more particularly described as follows:

COMMENCING at the Southwest corner of said Section 32 and assuming the West line of the Southwest Quarter (SW1/4) of said Section 32, being monumentalized by a #6 rebar with a mostly illegible 2" diameter aluminum cap stamped "LS 2067?" at the South end and by a #6 rebar with a 2 1/2" diameter aluminum cap stamped "LS24670, 1995" at the North end, as bearing North 00°20'34" West, a distance of 2616.50 feet, with all other bearings contained herein relative thereto;

THENCE North 18°11'52" East a distance of 1942.71 feet to the **POINT OF BEGINNING** of said centerline;

THENCE North 11°25'32" East a distance of 34.74 feet;

THENCE North 09°47'35" East a distance of 678.99 feet;

THENCE North 06°29'27" East a distance of 358.47 feet;

THENCE North 01°44'27" East a distance of 234.92 feet;

THENCE North 00°49'58" West a distance of 347.29 feet;

THENCE North 12°14'14" East a distance of 70.49 feet to a Point of Curvature (PC);

THENCE along the arc of a curve, which is concave to the South, a distance of 375.30 feet to a Point of Tangency (PT), said curve having a radius of 177.00 feet, a central angle of 121°29'15" and a long chord bearing North 72°58'51" East a distance of 308.84;

THENCE South 46°16'31" East a distance of 46.85 feet to a Point of Curvature (PC);

THENCE along the arc of a curve, which is concave to the North, a distance of 127.79 feet to a Point of Compound Curvature (PCC), said curve having a radius of 144.00 feet, a central angle of 50°50'40" and a long chord bearing South 71°41'51" East a distance of 123.63 feet;

THENCE along the arc of a curve, which is concave to the Northwest, a distance of 121.53 feet to a Point of Tangency (PT), said curve having a radius of 78.00 feet, a central angle of 89°16'03" and a long chord bearing North 38°14'48" East a distance of 109.60 feet;

THENCE North 06°23'14" West a distance of 34.15 feet;

THENCE North 00°22'10" West a distance of 213.00 feet to a Point of Curvature (PC);

THENCE along the arc of a curve, which is concave to the Southeast, a distance of 66.36 feet to a Point of Tangency (PT), said curve having a radius of 62.00 feet, a central angle of 61°19'24" and a long chord bearing North 30°17'32" East a distance of 63.24 feet;

THENCE North 60°57'14" East a distance of 1169.19 feet to a Point of Curvature (PC);

THENCE along the arc of a curve, which is concave to the South, a distance of 198.24 feet to a Point of Tangency (PT), said curve having a radius of 355.00 feet, a central angle of 31°59'43" and a long chord bearing North 76°57'05" East a distance of 195.67 feet;

THENCE South 87°03'03" East a distance of 323.80 feet;

THENCE South 89°51'38" East a distance of 484.07 feet to a Point of Curvature (PC);

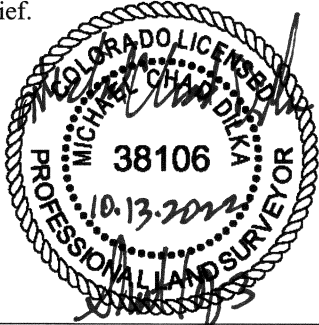
THENCE along the arc of a curve, which is concave to the Northwest, a distance of 78.72 feet to a Point of Tangency (PT), said curve having a radius of 50.00 feet, a central angle of 90°12'39" and a long chord bearing North 45°02'02" East a distance of 70.84 feet;

THENCE North 00°04'17" West a distance of 33.41 feet to the **POINT OF TERMINATION** of said centerline, said point bearing North 85°18'42" West a distance of 530.73 feet from the Center-North-Northeast Sixty-fourth (C-N-NE 1/64) corner of said Section 32, being monumentalized by a #6 rebar with a 2 1/2" diameter aluminum cap stamped "LS23500, 2001."

Said described strip of land contain a total of 299,838 sq. ft., or 6.883 acres, more or less (±), and may be subject to any rights-of-way or other easements of record or as now existing on said described strip of land.

SURVEYORS STATEMENT

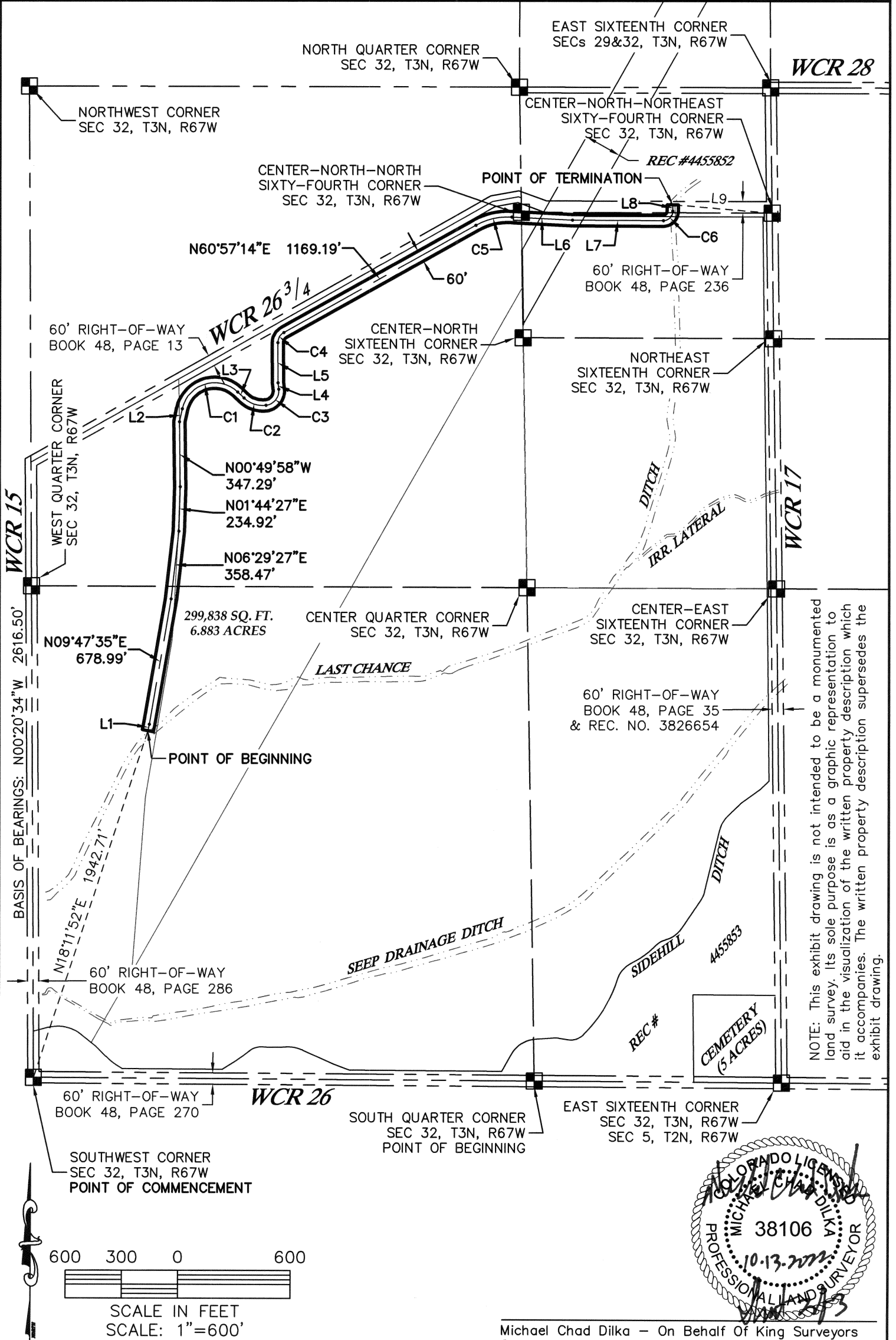
I, Michael Chad Dilka, a Colorado Licensed Professional Land Surveyor do hereby state that this Property Description was prepared under my personal supervision and checking and that it is true and correct to the best of my knowledge and belief.



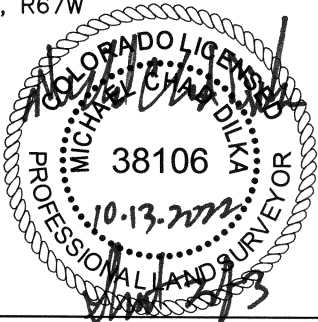
Michael Chad Dilka - on behalf of King Surveyors
Colorado Licensed Professional Land Surveyor #38106

KING SURVEYORS, 650 East Garden Drive, Windsor, Colorado 80550, (970) 686-5011

JN: 20160655



NOTE: This exhibit drawing is not intended to be a monumented land survey. Its sole purpose is as a graphic representation to aid in the visualization of the written property description which it accompanies. The written property description supersedes the exhibit drawing.



Michael Chad Dilka - On Behalf Of King Surveyors
 Colorado Licensed Professional Land Surveyor #38106

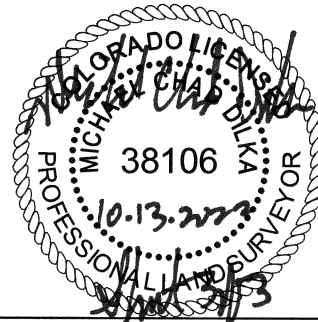


KING SURVEYORS
 650 E. Garden Drive | Windsor, Colorado 80550
 phone: (970) 686-5011 | fax: (970) 686-5821
 email: contact@KingSurveyors.com

PROJECT NO: 20160655
 DATE: 10/13/2022
 CLIENT: LG EVERIST
 DWG: 20160655DITCH-ESMT
 DRAWN: SMF CHECKED: MCD

LINE TABLE		
LINE	BEARING	LENGTH
L1	N11°25'32"E	34.74'
L2	N12°14'14"E	70.49'
L3	S46°16'31"E	46.85'
L4	N06°23'14"W	34.15'
L5	N00°22'10"W	213.00'
L6	S87°03'03"E	323.80'
L7	S89°51'38"E	484.07'
L8	N00°04'17"W	33.41'
L9	N85°18'42"W	530.73'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	CH BEARING
C1	375.30'	177.00'	121°29'15"	308.84'	N72°58'51"E
C2	127.79'	144.00'	50°50'40"	123.63'	S71°41'51"E
C3	121.53'	78.00'	89°16'03"	109.60'	N38°14'48"E
C4	66.36'	62.00'	61°19'24"	63.24'	N30°17'32"E
C5	198.24'	355.00'	31°59'43"	195.67'	N76°57'05"E
C6	78.72'	50.00'	90°12'39"	70.84'	N45°02'02"E



Michael Chad Dilka – On Behalf Of King Surveyors
 Colorado Licensed Professional Land Surveyor #38106



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