PARK COUNTY PLANNING COMMISSION
PLANNING DEPARTMENT STAFF REPORT

Planning Commission Hearing Date: January 28, 2026

To: Planning Commission

Date: January 21, 2026

Prepared by: Shelli Yarbrough, Planner I

Subject: London Mill Minor Subdivision

Case #: A25-0110

Request: The applicant is requesting a minor subdivision to subdivide 2 parcels, 90981 & 90982, into 3 parcels.

Application Summary:

Applicant:	MineWater Finance, LLC
Owner:	MineWater Finance, LLC
Location:	Parcel number 90981, the MS-8270A Jo Dandy mining claim in T09 R78 S06 SE4 and parcel number 90982, the MS-8270B London mining claim in T09 R78 S06 SE4, addressed at 6632 CO RD 12, Alma.
Zone District:	Mining
Surrounding Zoning:	Mining & Conservation/Recreation (A Zoning Map is included as Attachment 1)
Lot Size:	Parcel # 90981 – 10.32 acres Parcel # 90982 – 4.81 acres
Existing Lot Use:	Mining
Proposed Lot Use:	Mining & Conservation/Recreation

Background:

The subject properties are located to the west of HWY 9 near Alma, off County Road 12 at the base of Mosquito Pass. A Vicinity Map and an Aerial Site Map of the property are included as Attachments 2 and 3. The site is home to the North London Mill and from 1892-1942, it processed one of Colorado's richest gold strikes. Incorporated in 2017, The North London Mill Preservation, LLC (NoLo) is a 501(c)(3) registered non-profit and has raised over $1M in grant funding and private donations to rehabilitate the site. They have begun to stabilize and rehabilitate the 1883 Park County landmark. Their mission is to plan, finance, preserve and manage all the historic buildings at the North London

Mill site, rehabilitating them for outdoor recreation and education, arts and sciences and to support historic preservation.

The applicant is requesting to subdivide MS-8270A, the Jo Dandy mining claim, and MS-8270B, the London mining claim, into 3 parcels. The applicant will be selling the NEW MS8270B tract A (3.99-acres) to North London Mill Preservation Inc. and donating the NEW MS8270B tract B (6.55-acres) to the US Forest Service. MineWater Finance will retain ownership of the NEW MS8270A tract A (4.59-acres).

Each of the standards for approval of a Minor Subdivision (LUR Section 6-303, page 20 of Article VI) is addressed below.

A. The proposed subdivision conforms to all applicable requirements for the zone district in which the property is located, including but not limited to requirements for setbacks, height, floor and lot areas, and minimum lot sizes.

This minor subdivision conforms to all requirements of the mining zone district. There are no plans to develop on the parcels created by this subdivision.

B. The proposed Minor Subdivision meets or satisfies all applicable requirements of these Land Use Regulations.

The subdivision complies with all the requirements of a Minor Subdivision. As there are no development plans, a drainage, erosion and sedimentation (DES) plan isn't necessary.

C. The proposed Minor Subdivision substantially conforms to the goals and policies of the Strategic Master Plan to the extent that such advisory provisions do not conflict with provisions or requirements of the Land Use Regulations and to the extent that such goals and policies set forth requirements which are sufficiently specific to permit the Planning Commission or the BOCC to decide that such application or subdivision meets or fails to meet such goal or policy.

This amendment supports the 2016 SMP, Chapter 3, Mining Claims subarea, Strategy E to encourage high altitude research and training and other low-impact mountain science activities.

D. The proposed Minor Subdivision (both during and following construction) will not result in substantial adverse impacts upon adjacent property or the public health, safety, and welfare of Park County residents.

This subdivision will create no additional impacts as there are no current plans to further develop the properties.

E. The proposed Minor Subdivision will obtain water and wastewater services from sources and facilities meeting the requirements of Divisions 7 and 8 of Article VII.

If the property were to be developed in the future, a conditional use permit would be required to build a residence in the mining zone district. The CUP process will require water, wastewater and driveway access plans.

F. Where Public Improvements are proposed to serve the subdivision, the Applicant has executed a Subdivision Improvement Agreement in a form recommended for approval by the Board of County Commissioners and the County Attorney, which adequately secures the timely and complete construction of the Public Improvements in accordance with these Land Use Regulations or other applicable design and construction standards.

No public improvements are proposed.

Impact Analysis:

No impacts are anticipated to the surrounding area.

Planning Commission Recommendation:

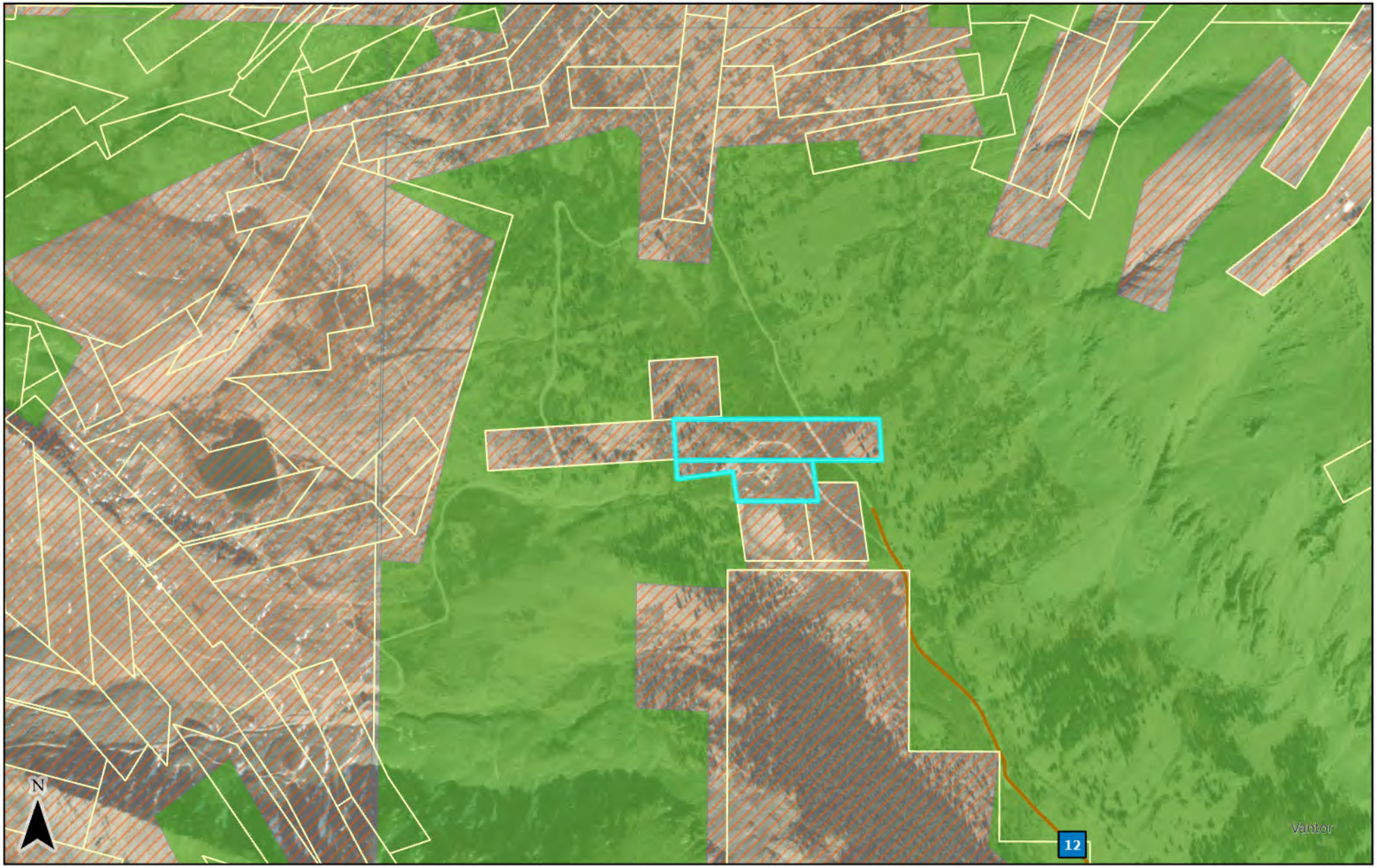
The Planning Commission reviewed this application at their January 28, 2026 meeting and voted to recommend approval of the Minor Subdivision Case #A25-0110 unanimously 5-0 with no conditions.

Executive Summary - "There were several questions from the Planning Commission on this case regarding the current building on the property, and setbacks. Josh Voorhis presented relevant further information and answered many questions regarding the Forest Service accepting this donation of land. The motion was made to recommend approval with no additional conditions 5-0."

The BOCC's options are to authorize staff to prepare a resolution to:

- Approve the application with newly identified conditions;
- Approve the application with no conditions; or
- Deny the application.

Alternatively, the hearing can be continued so that the applicant or staff can provide additional information.

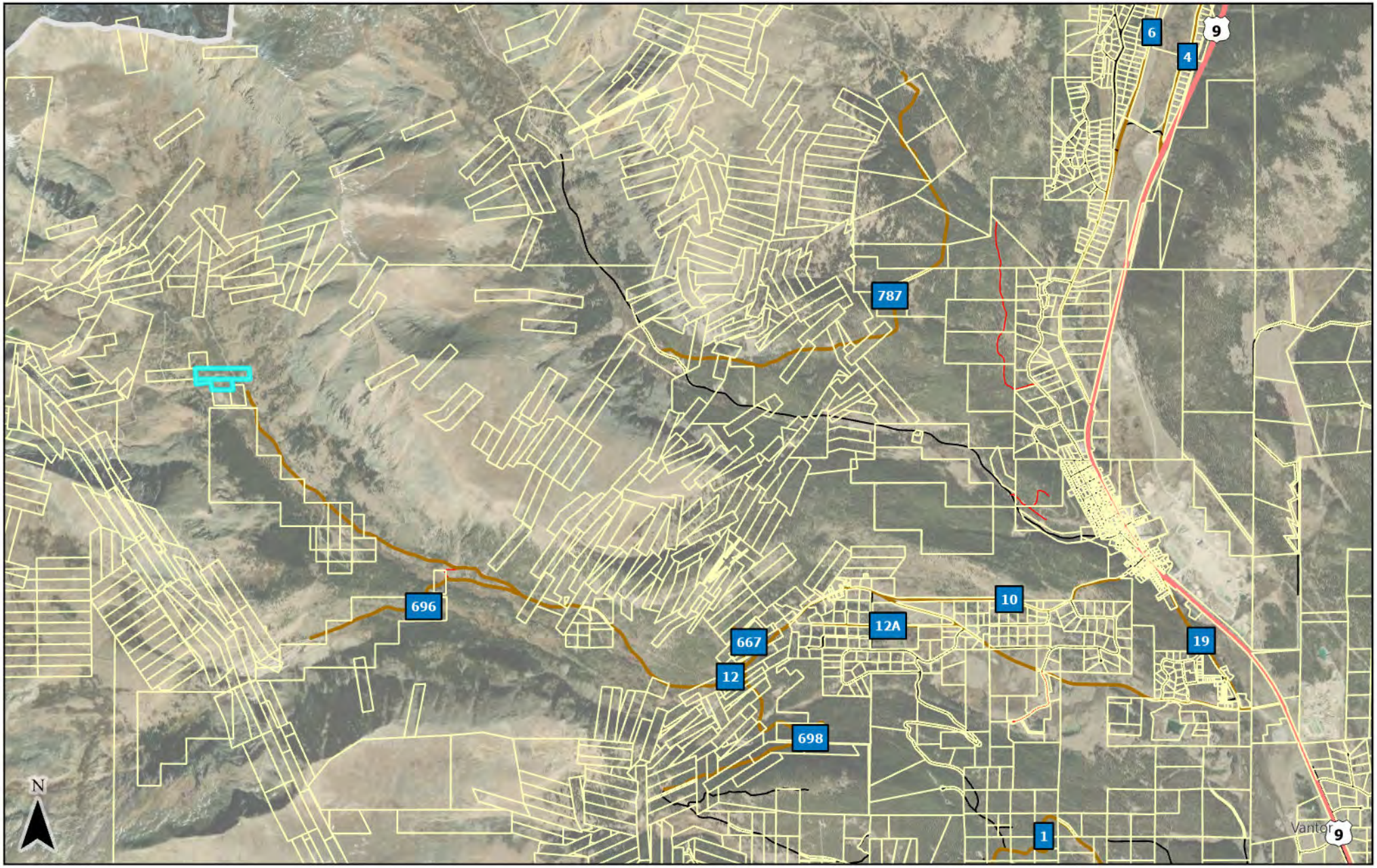


Park County Planning & Zoning

This map and the data displayed are not survey quality and should not be used for any legal purpose(s)

0 425 850 1,700 2,550 3,400 Feet

- ParcelsLayout
- County Rd
- Local Rd
- Private Rd
- State Hwy
- US Hwy
- Agricultural
- Commercial
- Conservation/Recreation
- Industrial
- Mining
- Mobile Home Park
- Rural Center Mixed
- Planned Unit Development
- Residential
- Recreational Vehicle Park



Park County Planning & Zoning

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ParcelsLayout
County Rd
Local Rd
Private Rd
State Hwy
US Hwy

0 1,625 3,250 6,500 9,750 13,000 Feet

Park County Planning & Zoning

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ParcelsLayout
County Rd
Local Rd
Private Rd
State Hwy
US Hwy

0 70 140 280 420 560 Feet

MINOR SUBDIVISION PLAT

NORTH LONDON MILL

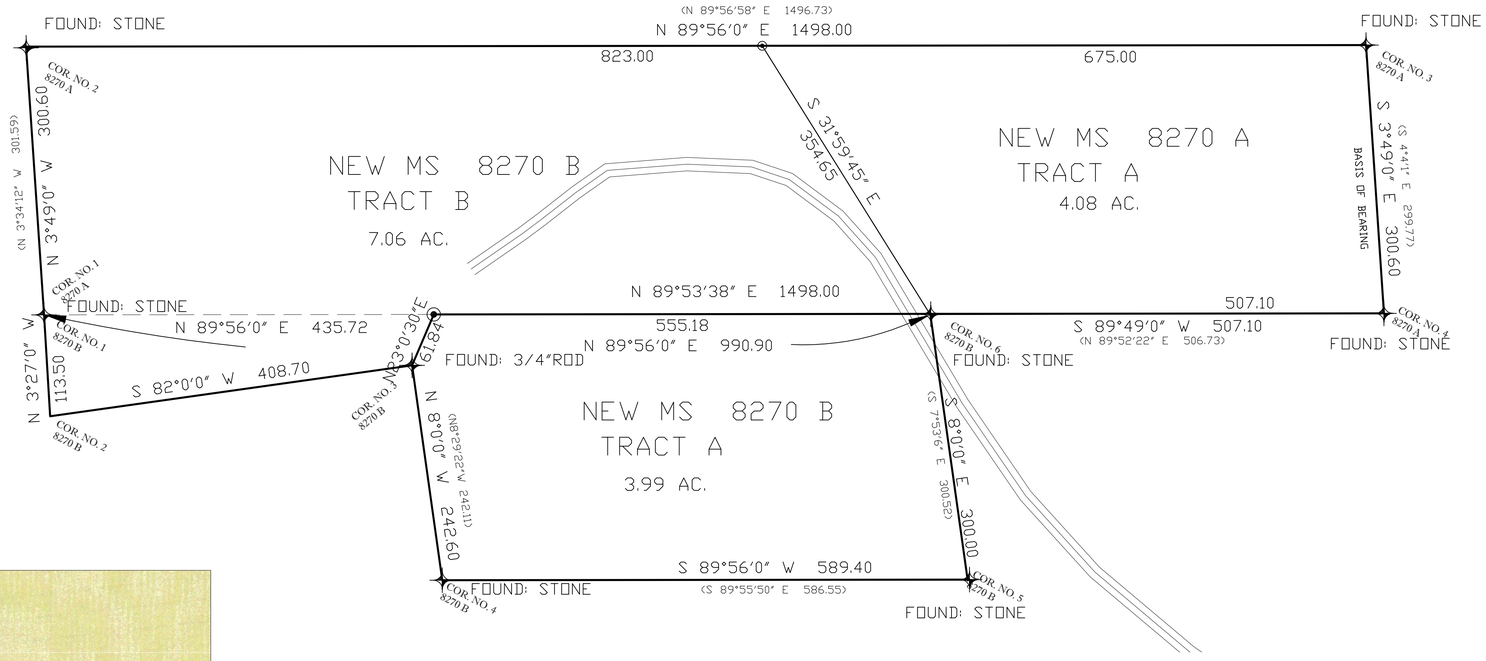
MS 8270 A, JO DANDY AND MS8270 B, LONDON MILL SITE

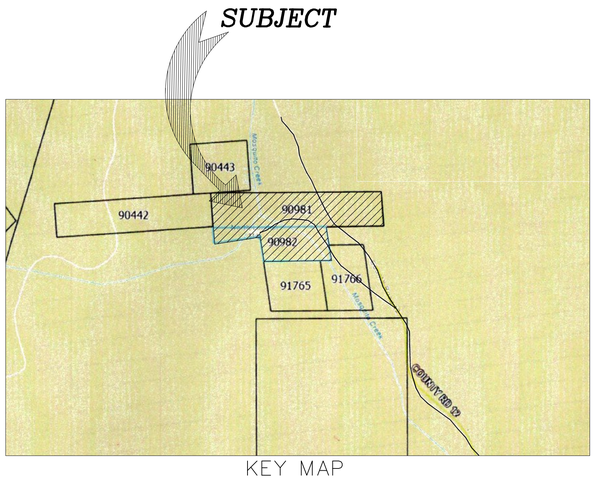
IN SECTION 6, TOWNSHIP 9 SOUTH, RANGE 78 WEST OF THE 6th P.M., PARK COUNTY, COLORADO

LEGEND

- INDICATES FOUND MONUMENT AS SHOWN
- INDICATES SET NO. 5 REBAR WITH 1 1/2" ALUM. CAP, LS 11944
- ( ) INDICATES FIELD MEASUREMENTS UNLESS OTHERWISE NOTED.

ALL TIES ARE PERPENDICULAR TO PROPERTY LINES





KEY MAP

SURVEYOR'S CERTIFICATE

I, THOMAS L. BURNETT, A PROFESSIONAL LAND SURVEYOR LICENSED TO PRACTICE LAND SURVEYING IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS MINOR SUBDIVISION PLAT WAS MADE BY ME OR DIRECTLY UNDER MY SUPERVISION ON OR ABOUT _____, 20__, AND THAT THE SURVEY IS BASED UPON MY KNOWLEDGE, INFORMATION AND BELIEF, IT HAS BEEN PREPARED IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE, THE SURVEY IS NOT A GUARANTY OR WARRANTY, EITHER EXPRESSED OR IMPLIED, AND THE ACCOMPANYING PLAT ACCURATELY AND PROPERLY SHOWS SAID LAND SURVEY PLAT AND THE SURVEY THEREOF.

DATED THIS _____DAY OF _____20__

_____
PROFESSIONAL LAND SURVEYOR, COLO. LICENSE NO. 11944

N O T I C E : ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVERED SUCH DEFECT. IN NO EVENT, MAY ANY ACTION BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.

APPROVAL BY BOARD OF COUNTY COMMISSIONERS:

APPROVED by the Park County Board of County Commissioners, this ____ day of _____, 20__ subject to the provision that the County shall not undertake the maintenance of dedicated public streets, roads, and thoroughfares until satisfactory construction thereof by the subdivider. Said public streets, roads, and thoroughfares will be accepted by resolution at a regular county Commissioners' meeting after completion, inspection, by Park County, and certification of construction in accordance with County standards.
ATTEST:

_____ _____
Park County Clerk and Recorder Chairperson

RECORDER'S CERTIFICATE

This Plat was filed for record in the office of the County Clerk and Recorder of Park County, on the day of _____, A.D. 20__, and duly filed at Reception No._____

_____
County Clerk and Recorder

TITLE CERTIFICATE:
_____ Title Insurance Company hereby certifies that title to the above-described property is vested in the Owner(s).
Date: _____ _____
[Signature of Authorized Agent]

CERTIFICATE OF DEDICATION AND OWNERSHIP

KNOW ALL MEN BY THESE PRESENTS that MINEWATER FINANCE LLC is (are) the owner(s) of certain lands in Park County, Colorado, described as follows:

PROPERTY DESCRIPTION

JO DANDY LODE MS #8270A AND LONDON MILL-SITE MS # 8270B
MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT CORNER #5 MS 8270B, THENCE S89°56'W, 598.4 FT. TO CORNER # 4 MS 8270B, THENCE N08°W. 242.6 FT. TO CORNER #3 MS 8270B, THENCE S82°E 408.7FT TO CORNER # 2 MS 8270B, THENCE N 03°27'W 113.54 FT. TO CORNER # 1 MS 8270B, WHICH IS ALSO CORNER # 1 MS 8270A, THENCE N03°49'W 300.6 FT. TO CORNER #2 MS 8270A, THENCE N89°56'E 1498 FT. TO CORNER #3 MS 8270A, THENCE S03°49'E 300.6 FT. TO CORNER # 4 MS 8270A, THENCE S89°56'W 505.1 FT. TO CORNER #6 MS 8270B, THENCE S08°E 300.00 FT. TO CORNER #5 MS 8270B, THE PLACE OF BEGINNING.

containing 15.13 acres; that said owner(s) has (have) by these presents laid out, platted, and subdivided the same into lots and blocks, as shown on this plat, under the name and MINOR SUBDIVISION PLAT.

EXECUTED this _____day of_____A.D. 20__

In Witness Whereof, we do hereunto set our hands and seals this __day of _____, 20__.
MINEWATER FINANCE LLC

_____
BY: JOSEPH G. HARRINGTON AS MANAGER

(if by corporation, president signs, secretary attests and corporate seal is affixed)
STATE OF_____)
COUNTY OF _____) ss
Acknowledged before me this ____ day of _____, 20__,
by _____.
Witness my hand and official seal.
My commission expires: _____ _____
Notary Public

NOTES:

1) THE BASIS OF BEARING IS AN ASSUMED BEARING OF THE LINE FROM COR. NO.3 TO COR. NO.4 OF MINERAL SURVEY NO. 8270A, AS BEING S03°49'E, WITH BOTH CORNERS BEING FOUND MONUMENTS AS SHOWN.
2) CLIENT DID NOT WANT RIGHT-OF-WAYS AND EASEMENTS RESEARCHED AND SHOWN.
3) THE PURPOSE OF THIS SURVEY IS TO CREATE NEW TRACTS MS 8270B TRACT A AND MS 8270B TRACT B AND MS 8270A TRACT A.
4) MEASUREMENTS SHOWN IN PARENTHESIS ARE FIELD MEASUREMENTS, UNLESS OTHERWISE NOTED.
5) CERTIFICATION NOT VALID WITHOUT ORIGINAL SEAL AND SIGNATURE, THIS SURVEY AND ALL RELATED DOCUMENTS ARE FOR THE SOLE USE OF THE CLIENT AT THE DATE OF CERTIFICATION, AND DOES NOT EXTEND TO ANY UNNAMED PERSON OR ENTITY WITHOUT AN EXPRESSED RESTATEMENT BY THE SURVEYOR NAMING SAID PERSON OR ENTITY.
6) ANY PERSON WHO KNOWINGLY REMOVES, ALTERS, OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT OR BOUNDARY MONUMENT OR ACCESSORY, COMMITS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE 18-4-508, C.R.S.
7) ALL DIMENSIONS ARE IN U.S. SURVEY FEET
8) LEGAL DESCRIPTION FROM THE DEED FOR THIS PROPERTY IS RECORDED AT REC. NO. 730604.

TITLE COMMITMENT NOTES:

THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE COMMITMENT, THE RECORD INFORMATION, WHICH IS REFERENCED HEREON, IS THE RESULT OF RESEARCH PERFORMED BY TETRA TECH INC., AND IS NOT NECESSARILY COMPLETE OR CONCLUSIVE.

LIMITATIONS OF ACTIONS AGAINST LAND SURVEYORS

ALL ACTIONS AGAINST ANY LAND SURVEYOR BROUGHT TO RECOVER DAMAGES RESULTING FROM ANY ALLEGED NEGLIGENT OR DEFECTIVE LAND SURVEY SHALL BE BROUGHT WITHIN THREE YEARS AFTER THE PERSON BRINGING THE ACTION EITHER DISCOVERED, OR IN THE EXERCISE OF REASONABLE DILIGENCE AND CONCERN, SHOULD HAVE DISCOVERED THE NEGLIGENCE OR DEFECT WHICH GAVE RISE TO SUCH ACTION, AND NOT THEREAFTER, BUT IN NO CASE SHALL SUCH AN ACTION BE BROUGHT MORE THAT TEN YEARS AFTER THE COMPLETION OF THE SURVEY UPON WHICH SUCH ACTION IS BASED.

N

SCALE
80 0 40 80 160
SCALE: 1"= 80'

MINOR SUBDIVISION PLAT		
MS 8270 A, JO DANDY & MS8270 B, LONDON MILL-SITE		
PARK COUNTY, COLORADO		
SEC. 6, T.9S R.78W 6th P.M.	ADDRESS: 6632 CO RD 12	
BURNETT LAND SURVEYING, INC.	DATE: OCTOBER 28, 2025	
P.O. BOX 1953, 351 HWY 285, STE 104 FAIRPLAY, COLORADO 80440 (719) 836-1425	SCALE: 1"= 80'	PREPARED FOR: NOLO COLORADO
	DRAWN BY: TLB	
	REVISED: DEC. 17, 2025	
	JOB NO. 2025-309	

MINOR SUBDIVISION PLAT

NORTH LONDON MILL

MS 8270 A, JO DANDY AND MS8270 B, LONDON MILL SITE

IN SECTION 6, TOWNSHIP 9 SOUTH, RANGE 78 WEST OF THE 6th P.M., PARK COUNTY, COLORADO

Current layout highlighted

LEGEND

- INDICATES FOUND MONUMENT AS SHOWN
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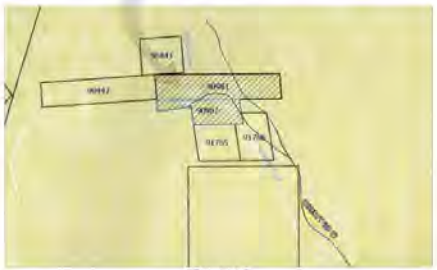
SUBJECT



KEY MAP

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DATED THIS _____ DAY OF _____ 20___

PROFESSIONAL LAND SURVEYOR, COLO. LICENSE NO. 11944

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APPROVAL BY BOARD OF COUNTY COMMISSIONERS

APPROVED by the Park County Board of County Commissioners, this ____ day of _____ 20__, subject to the provision that the County shall not undertake the maintenance of dedicated public streets, roads, and thoroughfares until satisfactory construction thereof by the subdivider. Said public streets, roads, and thoroughfares will be accepted by resolution at a regular County Commissioners' meeting after inspection, inspection, by Park County, and certification of construction in accordance with County standards.

ATTEST:

Park County Clerk and Recorder Chairperson

RECORDER'S CERTIFICATE

This Plat was filed for record in the office of the County Clerk and Recorder of Park County, on the day of _____ A.D. 20___ and duly filed at Reception No. _____

County Clerk and Recorder

TITLE CERTIFICATE: _____ Title Insurance Company hereby certifies that title to the above-described property is vested in the Owner(s)

Date: _____

[Signature of Authorized Agent]

CERTIFICATE OF DEDICATION AND OWNERSHIP

KNOW ALL MEN BY THESE PRESENTS that MINERATER FINANCE LLC is (are) the owner(s) of certain lands in Park County, Colorado described as follows:

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containing 15.13 acres, (not gold owner(s) has (have) by these presents laid out, platted, and subdivided the same into lots and blocks, as shown on this plat, under the name and MINOR SUBDIVISION PLAT.

DEDICATED this _____ day of _____ A.D. 20___

In Witness Whereof, we do hereunto set our hands and seals this ___ day of _____ 20___

MINERATER FINANCE LLC

By: JOSEPH G. HAMMONTON AS MANAGER

[If by corporation, president signs, secretary attests and corporate seal is affixed]

STATE OF _____

COUNTY OF _____ } ss

Acknowledged before me this _____ day of _____ 20___

by _____

Witness my hand and official seal.

My commission expires: _____

Notary Public

NOTES:

1) THE BASIS OF BEARING IS AN ASSUMED BEARING OF THE LINE FROM COR. NO.3 TO COR. NO.4 OF MINERAL SURVEY NO. 8270A, AS BEING S03°49'E, WITH BOTH CORNERS BEING FOUND MONUMENTS AS SHOWN.
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SCALE

SCALE: 1"= 80'

MINOR SUBDIVISION PLAT

MS 8270 A, JO DANDY & MS8270 B, LONDON MILL—SITE

PARK COUNTY, COLORADO

SEC 6, T9S R78W 6th P.M.

BURNETT LAND SURVEYING, INC.
P.O. BOX 1953, 351 HWY 285, STE 104
FAIRPLAY, COLORADO 80440
(719) 836-3405

DATE: OCTOBER 28, 2025	
SCALE: 1"= 80'	PREPARED FOR:
DRAWN BY: SJB	NOLO COLORADO
REVISED: DEC. 17, 2025	
JOB NO. 2025-308	

MINOR SUBDIVISION PLAT

NORTH LONDON MILL

MS 8270 A, JO DANDY AND MS8270 B, LONDON MILL SITE

IN SECTION 6, TOWNSHIP 9 SOUTH, RANGE 78 WEST OF THE 6th P.M., PARK COUNTY, COLORADO

Proposed layout highlighted

LEGEND

✚ INDICATES FOUND MONUMENT AS SHOWN

⊕ INDICATES SET NO. 5 REBAR WITH 1 1/2" ALUM. CAP, LS 17944

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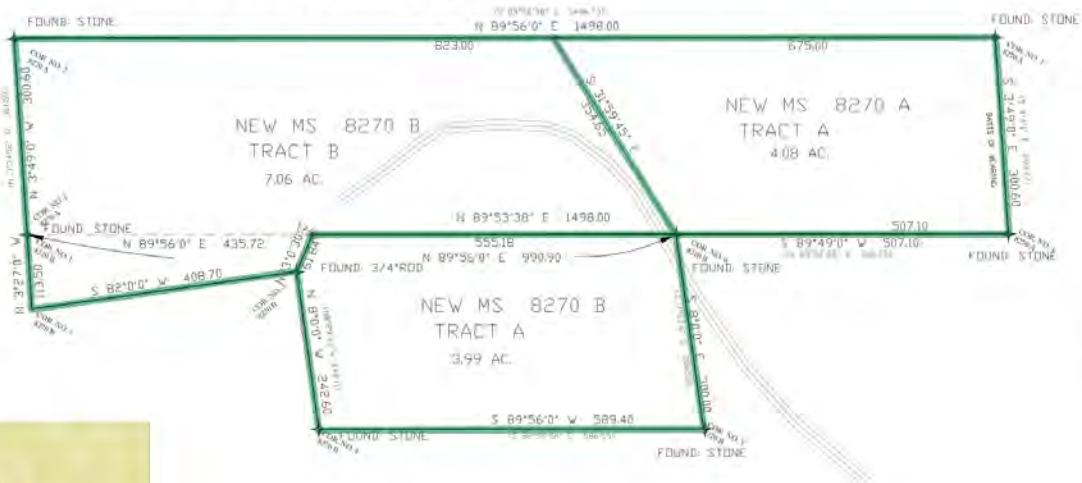
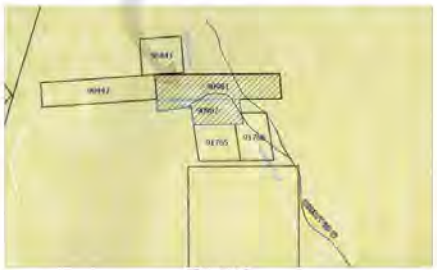


SUBJECT



KEY MAP

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Park County Clerk and Recorder Chairperson

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[Signature of Authorized Agent]

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DEDICATED this _____ day of _____ A.D. 20___

In Witness Whereof, we do hereunto set our hands and seals this ___ day of _____ 20___
MINERALS FINANCE LLC

BY: JOSEPH G. HAMMONTON AS MANAGER

[If by corporation, president signs, secretary attests and corporate seal is affixed]
STATE OF _____ }
COUNTY OF _____ } ss
Acknowledged before me this _____ day of _____ 20___
by _____

Witness my hand and official seal.
My commission expires: _____ _____
Notary Public

NOTES:

1) THE BASIS OF BEARING IS AN ASSUMED BEARING OF THE LINE FROM COR. NO.3 TO COR. NO.4 OF MINERAL SURVEY NO. 8270A, AS BEING S03°49'E, WITH BOTH CORNERS BEING FOUND MONUMENTS AS SHOWN.
2) CLIENT DID NOT WANT RIGHT-OF-WAYS AND EASEMENTS RESEARCHED AND SHOWN.
3) THE PURPOSE OF THIS SURVEY IS TO CREATE NEW TRACTS MS 8270B TRACT A AND MS 8270B TRACT B AND MS 8270A TRACT A.
4) MEASUREMENTS SHOWN IN PARENTHESIS ARE FIELD MEASUREMENTS, UNLESS OTHERWISE NOTED.
5) CERTIFICATION NOT VALID WITHOUT ORIGINAL SEAL AND SIGNATURE. THIS SURVEY AND ALL RELATED DOCUMENTS ARE FOR THE SOLE USE OF THE CLIENT AT THE DATE OF CERTIFICATION, AND DOES NOT EXTEND TO ANY UNNAMED PERSON OR ENTITY WITHOUT AN EXPRESSED RESTATEMENT BY THE SURVEYOR NAMING SAID PERSON OR ENTITY.
6) ANY PERSON WHO KNOWINGLY REMOVES, ALTERS, OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT OR BOUNDARY MONUMENT OR ACCESSORY, COMMITS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE 18-4-508, C.R.S.
7) ALL DIMENSIONS ARE IN U.S. SURVEY FEET
8) LEGAL DESCRIPTION FROM THE DEED FOR THIS PROPERTY IS RECORDED AT REC. NO. 730604

TITLE COMMITMENT NOTES:

THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE COMMITMENT, THE RECORD INFORMATION, WHICH IS REFERENCED HEREON, IS THE RESULT OF RESEARCH PERFORMED BY TERRA TECH INC., AND IS NOT NECESSARILY COMPLETE OR CONCLUSIVE

LIMITATIONS OF ACTIONS AGAINST LAND SURVEYORS

ALL ACTIONS AGAINST ANY LAND SURVEYOR BROUGHT TO RECOVER DAMAGES RESULTING FROM ANY ALLEGED NEGLIGENT OR DEFECTIVE LAND SURVEY SHALL BE BROUGHT WITHIN THREE YEARS AFTER THE PERSON BRINGING THE ACTION EITHER DISCOVERED, OR IN THE EXERCISE OF REASONABLE DILIGENCE AND CONCERN, SHOULD HAVE DISCOVERED THE NEGLIGENCE OR DEFECT WHICH GAVE RISE TO SUCH ACTION, AND NOT THEREAFTER, BUT IN NO CASE SHALL SUCH AN ACTION BE BROUGHT MORE THAN TEN YEARS AFTER THE COMPLETION OF THE SURVEY UPON WHICH SUCH ACTION IS BASED.

SCALE
SCALE: 1"= 80'

MINOR SUBDIVISION PLAT	
MS 8270 A, JO DANDY & MS8270 B, LONDON MILL-SITE	
PARK COUNTY, COLORADO	
SEC 6, T9S R78W 6th P.M.	ADDRESS: 0632 CO RD 12
BURNETT LAND SURVEYING, INC. P.O. BOX 1953, 351 HWY 285, STE 104 FAIRPLAY, COLORADO 80440 (719) 836-3405	DATE: OCTOBER 24, 2025
	SCALE: 1"= 80'
	DRAWN BY: TLB
	REVISED: DEC. 17, 2025
	JOB NO. 2025-308
	PREPARED FOR: NOLO COLORADO

PARK COUNTY APPLICATION FOR MINOR SUBDIVISION
NON-REFUNDABLE APPLICATION FEE: $1700

All applicants must submit one complete application and attend a pre-application conference with the Park County Planning Department Staff (7) seven to (10) ten working days prior to the application submittal deadline.

If you have questions regarding this form please contact the Planning Department by phone at (719) 836-4292, or e-mail planning.zoning@parkcountyco.gov. fax (719) 836-4351, or write to us at P.O. Box 1598 Fairplay, CO 80440.

A. APPLICANT AND OWNERSHIP INFORMATION

Applicant's Name: MineWater Finance LLC

Mailing Address: 8200 S. Quebec Street, Unit A-187

City: Centennial State: CO Zip: 80112

Email Address: [redacted]

Telephone (work) [redacted] (home) _____ (fax) _____

Owner's Name: MineWater Finance LLC

Mailing Address: 8200 S. Quebec Street, Unit A-187, Centennial CO 80112

Telephone No.: [redacted]

B. PROPERTY INFORMATION

Complete Legal Description of Property Proposed for the Minor Subdivision Plat (attach additional page, if necessary):
90982 - T09 R78 S06 SE4 MS #8270B-London-100% and 90981 - T09 R78 S06 SE4 MS #8270A-Joe Dandy-100%

Street Address of Property: 6632 CR 12, Alma, CO 80420
Property's Total Acreage: 15.13
Current Zone District of Property: 0015

For County Use Only
Planning Department Confirmation of Current Zone District:
District: Mining
SO
Print Full Name

For County Use Only: Initial Receipt of the Required Information

d. A general vicinity map illustrating the location of the property proposed for subdivision;
e. Total acreage and surveyed legal description of the area; (7d.) Sy
f. Primary boundary survey control points with monument descriptions; all parcel and right-of-way lines dimensioned with lengths; curve data including chord lengths and bearings; basis of bearings and relation to true meridian. All required boundary monuments shall be placed in the field before the Minor Subdivision Plat is recorded; (7e.) Sy (7f.) Sy
g. Tract boundary lines, road right-of-way lines, easements and other sites with accurate bearings and dimensions including chord lengths and bearings, central angles, arc lengths and radii of all curves; (7g.) Sy
h. Name and right-of-way width of each road. Right-of-way widths are to be shown at each leg of an intersection, at points of curvature and tangency, at dead-ends, and at angle points; (7h.) n/a
i. Location, dimensions, and purposes of all existing or proposed easements; (7i.) n/a
j. Number or letter to identify each Lot and Outlot. Lots shall be numbered. Outlots shall be lettered. The Plat shall include sufficient information to designate and restrict the use of any outlot to the Outlot's intended purpose (7j.) Sy
k. An identification of the easements, rights-of way, and any other public facilities shown on the plat to be dedicated to public use, subject to acceptance by the Board of County Commissioners. No areas within the Minor Subdivision Plat may be designated as areas of conditional, planned, or future public acquisition. Dedications of public property not made on the Minor Subdivision Plat shall be made only by General Warranty Deed recorded contemporaneously with the Minor Subdivision Plat unless otherwise approved by the Board of County Commissioners; (7k.) n/a
l. Names of all adjoining subdivisions with dotted lines of abutting lots. If the adjoining land is unplatted, it should be shown as such with the owner's names; (7l.) n/a
m. Signature and seal of the licensed land surveyor; (7m.) Sy
n. A delineation of the extent of the one hundred (100) year flood plain and any wetlands, if applicable according to the Planning Director or Designee; (7n.) n/a
o. Approval certifications and plat language Forms A-1, A-2, A-3, A-4, A-5 and A-6 as identified in Appendix A of these Land Use Regulations. The Board of County Commissioners may modify the form of certification upon the advice of the County Attorney. (7o.) Sy

8. A copy of any agreements, conveyances, restrictions, or covenants that currently govern or are proposed for recordation to govern the use and maintenance of the subdivision and any common open space or subdivision amenity. (8.) Sy

9. A report and descriptive plan identifying the means by which water and wastewater services will be provided to each proposed lot within the property proposed for minor

	For County Use Only: Initial Receipt of the Required Information
14. Applicants are strongly encouraged to submit with the application additional documentation and information to demonstrate that the proposed subdivision will satisfy the Standards for Approval contained in Section 6-303.	(14.) sy
15. The Planning Director, Planning Commission and/or Board of County Commissioners may require the Applicant's submission of other studies and reports prepared by a qualified professional at the Applicant's cost to address issues such as, but not limited to: drainage, grading, traffic, soils and geology, utilities services, and radiation or environmental hazards. Any decision of the Planning Director pursuant to this paragraph may be appealed to the Board of County Commissioners in accordance with Article III, Division 2 of these Land Use Regulations.	(15.) n/a
16. An $43.00 check made out to the Park County Clerk and Recorder to record the surveyors Mylar.	(16.) sy
The following is necessary if the proposed subdivision includes an application for rezoning:	
17. One or more maps showing the following:	
a. The current zone district(s) of the property to be rezoned and the adjacent properties	(17a.)_____
b. A description of the existing uses on the property and on adjacent properties	(17b.)_____
c. Topography of the property shown in elevation contours of not greater than ten (10) foot increments, or any other increment deemed appropriate by the Planning Director,	(17c.)_____
d. Points of access to the property, internal roads and trails including widths and approximate grades, illustrating how such access is obtained,	(17d.)_____
e. Where any access to the property subject to rezoning is obtained from a private road, trail easement, driveway, or other private access, the applicant shall provide evidence of permanent legal right of access.	(17e.)_____
f. Natural features of the property, wetlands, floodplain, riparian areas, water bodies, rock outcroppings, significant vegetation and slopes greater than 25%	(17f.)_____
g. Utility systems including existing and proposed wells, septic and electric services.	(17g.)_____

Note: Refer to Park County Land Use Regulations Article VI, Standards for Approval of a Minor Subdivision.

Note: A Mylar as described in #8 will be required after final approval for recording.

D. APPLICANT AND LANDOWNER SIGNATURES:

The undersigned applicant and landowner hereby verifies and affirms that the information contained in this application is complete and accurate. The undersigned applicant and landowner understands and acknowledges that the submission of inaccurate and incorrect information may result in the denial or rejection of the application and/or result in the invalidation of any approvals issued by Park County, Colorado.

Applicant: Signed: Joseph G Harrington Digitally signed by Joseph G Harrington Date: 2025.12.02 20:49:54 -07'00'

Print name: Joseph G Harrington

If company, state Title/Position: President , MineWater Finance, LLC

E. VERIFICATION OF DATE OF DELIVERY OF APPLICATION

This application was submitted to the Park County Planning Department on the following date and time:

December 2 ____, 2025
Month Day Year

For County Use Only:
Verification of Date of Delivery and County Receipt of Application
Date: 12/4/25
Print Name: Shelli Yarbrough

Payment of the Applicant Fee was made by:

✓ Personal Check # 1110 Amount $ 43- C&R
Cash 1111 Amount $ 550 → 1700 P2
Other 1113 Amount $ 1150

APPLICANT MUST ATTEND THE HEARING. IF A REPRESENTATIVE ATTENDS THE HEARING ON BEHALF OF THE APPLICANT, A NOTARIZED LETTER OF CONSENT MUST ACCOMPANY THE APPLICATION.

ALL PLANNING COMMISSION HEARINGS WILL BE SCHEDULED FOR THE SECOND WEDNESDAY OF EVERY MONTH. IF A QUORUM IS NOT AVAILABLE, THE HEARING WILL BE SCHEDULED THE NEXT AVAILABLE DATE

APPENDIX B

APPLICANT CERTIFICATION REGARDING NOTICE TO MINERAL ESTATE OWNER

I, Joseph G Harrington, Manager, ___, submitted an application for land use approval from Park County generally described as:

___ Conditional Use Permit

___ Determination of Location and Extent of Public Facilities Use

___ Planned Unit Development with Rezoning

___ Special Use Permit; (Telecommunications, Wetlands)

_X_ Subdivision; (Major Preliminary Plan, Major Final Plat, Minor, Sketch, Combined)

I understand that state law, found at CRS 24-65.5-101 through 24-65.5-104, imposes specific legal requirements involving my providing written notice to the mineral estate owner of my application.

I HEREBY CERTIFY that I have complied with the notice requirements imposed upon me by CRS 24-65.5-101 through 24-65.5-104.

Joseph G Harrington

Digitally signed by Joseph G Harrington
Date: 2025.12.03 10:04:38 -07'00'

Signature of Applicant

Joseph G Harrington, Manager, MineWater Finance LLC

Print Name

For County Use Only

Application Name/Case Number:_____

APPENDIX C

AFFIDAVIT OF UNDERSTANDING

I, Joseph Harrington, Manager Mine Water Finance LLC, the undersigned applicant, hereby acknowledge and agree to the following terms and conditions related to the submission of my application to the Park County Development Services Department.

1. ACKNOWLEDGMENT OF APPENDIX C REQUIREMENTS: I understand that, pursuant to Appendix C – Development Review Fees of the Park County Land Use Regulations, all application fees are non-refundable once an application has been received by the County, regardless of its status or outcome.

2. RESPONSIBILITY FOR COMPLETENESS: I acknowledge that it is solely my responsibility to ensure that all required materials, forms, maps, and supporting documentation are submitted in full compliance with the applicable Land Use Regulations and departmental procedures.

3. INCOMPLETE, WITHDRAWN, OR DENIED APPLICATIONS: I understand that any application that is incomplete, withdrawn, or denied—whether administratively or by action of the Board of County Commissioners—shall not be eligible for reimbursement, credit, or transfer of any portion of the fee paid. Any subsequent or corrected submittal shall constitute a new application and require payment of the applicable fee as set forth in Appendix C.

4. CERTIFICATION: I affirm that I have read and fully understand this affidavit and the non-refundable nature of the application fee as described in Appendix C. I further acknowledge that this affidavit shall be retained as part of the official record of my application.

Applicant Name: _____
Mailing Address: _____
Project Name / Type: _____

_____
Signature of Applicant

Joseph G. Harrington, Manager Mine Water Finance LLC
Print Name

STATE OF Colorado)
) ss.
COUNTY OF Douglas)

KAYLA MAE MCDONALD
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20244012269
MY COMMISSION EXPIRES 03/26/2028

Acknowledged before me this 26th day of November 2025 by Joseph Harrington

Notary Public Witness my hand and official seal. My Commission Expires: 03/26/2028

Park County Treasurer Tax Receipt

Account	Parcel Number	Receipt Date	Receipt Number
R0090982	90982	Feb 24, 2025	2025-02-24-Amy -180468

MINEWATER FINANCE LLC
8200 S QUEBEC ST STE A3-187
CENTENNIAL, CO 80112-4411

Situs Address	Payor
6632 CO RD 12 ALMA 80420	ipay

Legal Description

T09 R78 S06 SE4 MS #8270B-LONDON-100%

Property Code	Actual	Assessed	Year	Area	Mill Levy
NONPROD PATENTED - NAT RES - 5140	943	260	2024	0015	60.7857

Payments Received

iPayment - ECK — Multi-Account Payment

Bank Account 1997

Payments Applied

Year	Charges	Billed	Prior Payments	New Payments	Balance
2024	Tax	$15.80	$0.00	$15.80	$0.00
				$15.80	$0.00
			Balance Due as of Feb 24, 2025		**$0.00**

Thank you for your payment.

Park County Treasurer Tax Receipt

Account	Parcel Number	Receipt Date	Receipt Number
R0090981	90981	Jun 11, 2025	2025-06-11-Amy -190707

MINEWATER FINANCE LLC
8200 S QUEBEC ST STE A3-187
CENTENNIAL, CO 80112-4411

Situs Address	Payor
000000000	ipay

Legal Description

T09 R78 S06 SE4 MS #8270A-JO DANDY-100%

Property Code	Actual	Assessed	Year	Area	Mill Levy
NONPROD PATENTED - NAT RES - 5140	2,023	560	2024	0015	60.7857

Payments Received

iPayment - CC — Multi-Account Payment

Bank Account 1997

Payments Applied

Year	Charges	Billed	Prior Payments	New Payments	Balance
2024	Tax	$34.04	$17.02	$17.02	$0.00
				$17.02	$0.00
			Balance Due as of Jun 11, 2025		**$0.00**

Thank you for your payment.

From: [redacted]
To: [redacted]
Cc: [redacted]
Subject: Minor Subdivision Narrative
Date: Monday, December 15, 2025 3:31:17 PM

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

MineWater Finance, LLC has filed an application with Park County for a Minor Subdivision affecting Parcels 90981 and 90982," Joe Dandy" and "London," respectively.

The purpose of the Subdivision, to be named "North London Mill," is to create a new parcel that contains the North London Mill site in its entirety, along with adjacent wetlands. This new parcel will then be donated to the United States Forest Service in order to enable the continued rehabilitation of the Mill by North London Mill Preservation, Inc.(NoLo), in partnership with USFS.

The remaining 3.99 acres will be purchased by NoLo from MineWater Finance, LLC. per mutual agreement.

Jeff Crane & Kate McCoy
Executive Co-Directors
NoLo -North London Mill Preservation, Inc.
Nolocolorado.org
[redacted]

PERSONAL REPRESENTATIVE'S DEED

THIS DEED is dated November 22, 2016, and is made between Judith Anne Meyer, as the Personal Representative of the Estate of Benjamin Lee Wright, Jr., a/k/a Ben L. Wright, Jr., a/k/a Ben L. Wright, deceased (Grantor), whose legal address is c/o Judith Anne Meyer, Personal Representative, 5575 South Monaco Street, Greenwood Village, Colorado 80111; and MineWater Finance LLC, a Colorado limited liability company (Grantee), whose legal address is 10924 Leroy Drive, Northglenn, Colorado 80233.

WHEREAS the decedent, Benjamin Lee Wright, Jr., died on January 27, 2010, and Grantor was duly appointed Personal Representative of the Estate of Benjamin Lee Wright, Jr., a/k/a Ben L. Wright, Jr., a/k/a Ben L. Wright, by the Probate Court for the City and County of Denver, Colorado, Probate Case No. 2010 PR 134 on February 10, 2010, and is now qualified and acting in said capacity;

NOW, THEREFORE, pursuant to the powers conferred upon Grantor by the Colorado Probate Code, Grantor does hereby sell and convey to Grantee, for and in consideration of Ten Dollars (U.S. $10.00) and other good and valuable consideration, all right, title and interest which the Grantor has in the real property, together with improvements, if any, and all mineral interests, all as described on attached Exhibit A, with all appurtenances.

IN WITNESS WHEREOF, Grantor has executed this deed on the date set forth above.

THE ESTATE OF BENJAMIN LEE WRIGHT, JR.
A/K/A BEN L. WRIGHT, JR., A/K/A BEN L. WRIGHT,
DECEASED

Judith Anne Meyer

Judith Anne Meyer
Its Personal Representative

STATE OF COLORADO)
CITY &) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 18th day of November, 2016, by Judith Anne Meyer as Personal Representative of the Estate of Benjamin Lee Wright, Jr., a/k/a Ben L. Wright, Jr., a/k/a Ben L. Wright, deceased.

Witness my hand and seal.

My commission expires: _____

PATRICIA H. BURKHOLDER
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20124044217
MY COMMISSION EXPIRES 07/19/2020

Patricia H. Burkholder
Notary Public

After recording, return to:

MineWater Finance LLC, c/o
Stephen Bain, WELBORN SULLIVAN MECK & TOOLEY, PC, 1125-17th St, Ste 2200, Denver, CO 80202; Tel: 303.830.2500

EXHIBIT A

Parcel 1:
The following mining claims, each being as defined and limited by its patent:
Reconstruction LMC U.S. Survey 18430,
Ophir, LMC U.S. Survey 1835,
Comstock LMC U.S. Survey 2811,
Jerome B. Chafee LMC U.S. Survey 2457,
Grimsby LMC U.S. Survey 2812,
Genevieve, U.S. Survey #17904;
Fraction, U.S. Survey #18430;
Flora A, U.S. Survey #18430;
Ohio, U.S. Survey #20390;
Ibex, U.S. Survey #20248;
Huron, U.S. Survey #1998;
50% interest in the American, U.S. Survey #1997, Below the level of the London Water Tunnel;
County of Park, State of Colorado.

Parcel 2:
The following mining claims, each being as defined and limited by its patent:
An undivided 1/8 interest in Little Champion LMC #4416,
An undivided 1/2 interest in Emma LMC #18966,
An undivided 1/2 interest in Vanderbilt LMC #18966,
An undivided 1/2 interest in Pocohontas LMC #18966,
All of Nova Scotia LMC #9836,
An undivided 1/2 interest in American Eagle LMC #2779
County of Park, State of Colorado.

Parcel 3:
The following mining claims, each being as defined and limited by its patent:
33.33 % interest in Michigan #1, MS #15373 (Schedule # 91365), as conveyed in Treasurer's Deed recorded May 20, 2010 at Reception No. 671062.
County of Park, State of Colorado.

Parcel 4:
The following mining claims, each being as defined and limited by its patent:
A 50% interest in Bob, MS# 18571 (Schedule #91612), as conveyed in Treasurer's Deed recorded April 23, 2009 at Reception No. 661135.
A 33.33% interest in Copperhead MS #16912 (Schedule #91513), as conveyed in Treasurer's Deed recorded April 23, 2009 at Reception No. 661134.
County of Park, State of Colorado.

Parcel 5:
The following mining claims, each being as defined and limited by its patent:
The Horseshoe, LMC, U.S. Survey #3900, Below the level of the London Water Tunnel;
The Anderson LMC, U.S. Survey # 19638, Below the level of the London Water Tunnel;
The Key U.S. Survey #1457;
The Joe Dandy Lode Mining Claim , U.S. Survey #8270B;
The Frisbee Placer Mining Claim, U.S. Survey #1161;
The Lehigh Valley Placer, more particularly described in Patent recorded in Book 56 at Page 119;
75% interest of The Waterfall, U.S. Survey #15591;
75% interest of The Crisis Placer, U.S. Survey #15660;
The Westerly part of the W1/4 of Goldslide; U.S. Survey #13224 as described in Book 168 at Page 34;
An undivided 2/3 interest in the East 3/4ths of the Goldslide Placer, U.S. Survey #13224;
The Accomodation, U.S Survey #12478;
The Oliver Twist, U.S. Survey #12478;

The Aetna, U.S. Survey #2091;
The Agnes, U.S. Survey #4982;
33.33% interest in The AJV #1, U.S. Survey #20247
33.33% interest in The AJV #1, U.S. Survey #20247;
33.33% interest in The AJV #2, U.S. Survey #20247;
33.33% interest in The AJV #2, U.S. Survey #20247;
33.33% interest in The AJV #4, U.S. Survey #20247;
33.33% interest in The AJV #4, U.S. Survey #20247;
The Albany, U.S. Survey #15522;
The St. Johns, U.S. Survey #15522;
The Ant Hill #1, U.S. Survey #3403;
The Ant Hill #2, U.S. Survey #3404;
The Ant Hill #3, U.S. Survey #3405;
The Eclipse, U.S. Survey #175;
The Mother, U.S. Survey #204, Below the level of the London Water Tunnel;
66.66% interest in The Keystone, U.S. Survey # 272;
The Champaign, U.S. Survey #646;
The Little Corinne, U.S. Survey #1029;
The Baltic Lode, U.S. Survey # 1211;
The Jacobs Wonder, U.S. Survey # 1394;
The Wonderful, U.S. Survey #1395;
The Imperial, U.S. Survey #1641;
The Ajax, U.S. Survey #1650;
The Souvenir, U.S. Survey #1651;
The South End, U.S. Survey #1733;
The Tunnel, U.S. Survey #1734;
The Henry D, U.S. Survey #1735;
33.33% interest in The Shovel, U.S. Survey #1740;
The Hugo, U.S. Survey #1846;
The BFD, U.S. Survey #1858;
The Venus, U.S. Survey # 2062;
The Hidden Treasure, U.S. Survey #2092;
The Pick, U.S. Survey #2093;
The Three Brothers, U.S. Survey #2102A;
The Three Brothers Mill Site, U.S. Survey #2102B;
The Silverstar, U.S. Survey #2190;
The Sunny South, U.S. Survey #2606;
The Lone Star, U.S. Survey #2774;
The Tip Top, U.S. Survey #2928;
The Iola, U.S. Survey #2929;
The Coney, U.S. Survey #3371;
The Mohawk, U.S. Survey #3561;
The Found Out, U.S. Survey #3628;
The Cliff, U.S. Survey #3817;
The Triangle, U.S. Survey #3818;
The Edna, U.S. Survey #3926;
The SM, U.S. Survey #4022;
The Emma Nevada, U.S. Survey #4348;
The Fanny, U.S. Survey #4490;
The Grand Prize, U.S. Survey #4670;
The Redman, U.S. Survey #5828;
The Lillie Langtry, U.S. Survey #5918;
The Jo Dandy, U.S. Survey #6518;
The June, U.S. Survey #6534;
The Maumee, U.S. Survey #7678;
The London, U.S. Survey #8270B;

66.66% interest in The Michigan 1, U.S. Survey #15373 as described in Book 66 at Page 27;
66.66% interest in The Michigan 2, U.S. Survey #15373 as described in Book 66 at Page 27;
The Michigan 2, U.S. Survey #15373, less that part described in Book 66 at Page 27;
33.33% interest of The Michigan 2, U.S. Survey 15373, as described in Book 66 at Page 27;
66.66% interest of The Michigan 3, U.S. Survey #15373, as described in Book 66 at Page 27;
The Michigan 4, U.S. Survey #15373;
The Michigan 5, U.S. Survey #15373;
The Michigan 6, U.S. Survey #15373;
83.33% of The Michigan 7, U.S. Survey #15373;
83.33% of The Michigan 8, U.S. Survey #15373;
The Aspen 1, U.S. Survey #15384;
The Aspen 2, U.S. Survey #15384;
75% interest of The Big Sacramento, U.S. Survey #15456;
75% interest of Bed Rock, U.S. Survey #15591;
50% interest of The Jewett Placer, U.S. Survey #15627;
25% interest of The Doctor, U.S. Survey #15749;
25% interest of The Doctor #2, U.S. Survey# 15749;
The Harold, U.S. Survey #15957, Below the level of the London Water Tunnel;
The Glen Isle, U.S. Survey #16011;
The Twin Brothers, U.S. Survey #16912;
The Miners Hope, U.S. Survey #16912;
66.66% interest in The Copperhead, U.S. Survey #16912;
The Clipper, U.S. Survey #17024;
50% interest in The Grey Eagle, U.S. Survey #17392;
The Clipper #2, U.S. Survey #17514;
The Camilla, U.S. Survey #17782;
The Birgen, U.S. Survey #17782;
The Pisgah, U.S. Survey #17782;
The Sweet Annie, U.S. Survey #17782;
The Rattler, U.S. Survey #17782;
The Dinero, U.S. Survey #17904;
The Oil City, U.S. Survey #17904;
The Wealth, U.S. Survey #17935, Except any portion in conflict with the Prince Oscar MS#17935;
The Vulcan, U.S. Survey #17935, Except any portion in conflict with the Prince Oscar MS#17935 ;
The Dewey Mine, U.S. Survey #18022;
The Helen Gould #1, U.S. Survey #18053, Below the level of the London Water Tunnel;
The Gold Smith, U.S. Survey #18053, Below the level of the London Water Tunnel;
The Rockslide, U.S. Survey #18425;
The Pine Tree, U.S. Survey #18426;
The Dot, U.S. Survey #18426;
The Miami, U.S. Survey #18426;
50% of The Bob, U.S. Survey #18571;
50% of The Bun, U.S. Survey #18571;
The California, U.S. Survey #18578;
The California #2, U.S. Survey #18578;
The Pawnee, U.S. Survey #19647, Below the level of the London Water Tunnel;
The Commission, U.S. Survey #19647;
The Independent, U.S. Survey #19647; Below the level of the London Water Tunnel;
The Little Newton, U.S. Survey #19926;
The Betty Mill Site, U.S. Survey #19973;
The Emma Nevada Fraction, U.S. Survey #20510;
The Cabin, U.S. Survey #20511;
The Michigan #1, U.S. Survey #20511;
The Michigan #2, U.S. Survey #20511;
The Sunbonnet #1, U.S. Survey #20511;
The Sunbonnet #2, U.S. Survey #20511;

The Washington, U.S. Survey #20592;
The London 1, U.S. Survey #20593;
The London 2, U.S. Survey #20593;
The London, U.S. Survey #206;
The Paris, U.S. Survey #205;
The Venture, U.S. Survey #7405;
The Hard To Beat, U.S. Survey #207;
The Minnesota, U.S. Survey #3301;
The Wisconsin, U.S. Survey #2601;
The Easton, U.S. Survey #17328;
The Senator Patterson, U.S. Survey #17327;
The Allentown, U.S. Survey #15889;
The Matter, U.S. Survey #15889;
The Towne, U.S. Survey #17327; Below the Level of the London Water Tunnel;
37.5% interest in The Little Champion, U.S. Survey #4416;
37.5% interest in The Little Champion, U.S. Survey #4416;
75% interest in The Collingswood, U.S. Survey #16647;
18.75% interest in the Maine 1, U.S. Survey #14416;
18.75% interest in the Maine 2, U.S. Survey #14416;
18.75% interest in the Maine 3, U.S. Survey #14416;
18.75% interest in the Maine 4, U.S. Survey #14416;
18.75% interest in the Maine 5, U.S. Survey #14416;
18.75% interest in the Maine 6, U.S. Survey #14416;
18.75% interest in the Maine 7, U.S. Survey #14416;
The Pennsylvania #1, U.S. Survey #20246;
The Pennsylvania #2, U.S. Survey #20246;
The Pennsylvania #3, U.S. Survey #20246;
71.39% interest in the Iron, U.S. Survey #6478, Less the tract described in Book 48 at Page131-134;
71.39% interest in the Search 1, U.S. Survey #6478, Less the tract described in Book 48 at Page131-134;
71.39% interest in the Search 2, U.S. Survey #6478, Less the tract described in Book 48 at Page131-134;
71.39% interest in the Search 3, U.S. Survey #6478, Less the tract described in Book 48 at Page131-134;
71.39% interest in the Search 4, U.S. Survey #6478, Less the tract described in Book 48 at Page131-134, and except any interest in the Iron Lode, U.S.M.S. No. 6478;
71.39% interest in the Dreadnaught, U.S. Survey #6478, Less the tract described in Book 48 at Page131-134, and except any interest in conflict with U.S.M.S. No. 6057;
71.39% interest in the Supervisor, U.S. Survey #6478, Less the tract described in Book 48 at Page131-134 ;
71.39% interest in the Hattie, U.S. Survey #6478, Less the tract described in Book 48 at Page131-134 and except any interest in conflict with U.S.M.S. No. 6057;
Part of Shearwater Placer aka a Tract in S2S2 17-9-78 and N2N2 20-9-78 as described in Book 78 at Page 520;
97.9% interest in The Allegheny Placer, U.S. Survey #627;
A portion of Iron, Search 1-4, Hattie S. Dreadnaught, Superior, U.S. Survey #6478, as described in Book 302 at Page 506 and in Book 83 at Page 345;
The Helen Gould #2, U.S. Survey #18053;
The Helen Gould #3, U.S. Survey #18053;
The Westerly part of Glengarry Placer as described in Book 168 at Page 35.
County of Park, State of Colorado.

Park County Planning Department

P.O. Box 1598
Fairplay, Colorado 80440
Phone: (719) 836-4261 ● *E-mail address*: shelli.yarbrough@parkcountyco.gov

Referral Response

Submitted Date: January 5, 2026 **Comment Deadline Date:** January 20, 2026

Case #: A25-0110

Case Name: London Mill Minor Subdivision

Applicant: MineWater Finance, LLC

Request: The applicant is requesting to subdivide MS-8270A and MS-8270B into 3 parcels. The applicant will be selling the NEW MS8270B tract A (3.99-acres) to North London Mill Preservation Inc. and donating the NEW MS8270B tract B (6.55-acres) to the US Forest Service. They will retain ownership of the NEW MS8270A tract A (4.59-acres)..

Legal Description: A 10.32-acre property identified as parcel number 90981, the MS-8270A Jo Dandy mining claim in T09 R78 S06 SE4 and a 4.81-acre property identified as parcel number 90982, the MS-8270B London mining claim in T09 R78 S06 SE4, addressed at 6632 CO RD 12, Alma.

Date of Planning Commission Hearing: Wednesday, January 28, 2026.

Date of BOCC Hearing: Wednesday, February 18, 2026.

_____ We have reviewed this referral and find that it **does** comply with our specific organization's concerns.

_____ We have reviewed this referral and find that it **does not** comply with our specific organization's concerns for the following reasons:

_____

_____

_____ We have reviewed this referral and find no conflicts with our interests.

_____ A formal recommendation is under consideration and will be submitted to you prior to _____.

__X____ Please refer to the enclosed letter.

_____ We offer the following comments regarding this referral:

_____
_____
_____
_____
_____

Signed: _____ Date: _1/13/2026_____

Title: __District Ranger_____

United States Department of Agriculture
Forest Service
Pike National Forest
South Park Ranger District
PO Box 219
320 US Highway 285
Fairplay, CO 80440
719-836-2031
Fax: 719-836-3875

File Code: 2720
Date: January 13, 2026

Park County Planning Department
PO Box 1598
Fairplay, CO 80440

Sheila Yarbrough,

The Forest Service appreciates the opportunity to provide comments for Case #A25-0110, London Mill Minor Subdivision.

The Forest Service has been working with the proponents regarding this subdivision and is fully aware of the project. We have begun initial work related to surveys, inspections and title research needed to accept a land donation.

The Forest Service is in full support of this subdivision as it will help land ownership and simplify boundary lines. Additionally, as currently planned, the agency will accept ownership of one of the newly created parcels which will help us manage wetlands and other values.

If you have questions, please contact Josh Voorhis at [redacted] (cell) or by email at [redacted]

Sincerely,

JOSHUA VOORHIS
South Park District Ranger

Enclosed:
CC:

Park County Planning Department
P.O. Box 1598
Fairplay, Colorado 80440
Phone: (719) 836-4261 ● *E-mail address*: shelli.yarbrough@parkcountyco.gov

Referral Response

Submitted Date: January 5, 2026 **Comment Deadline Date:** January 20, 2026

Case #: A25-0110

Case Name: London Mill Minor Subdivision

Applicant: MineWater Finance, LLC

Request: The applicant is requesting to subdivide MS-8270A and MS-8270B into 3 parcels. The applicant will be selling the NEW MS8270B tract A (3.99-acres) to North London Mill Preservation Inc. and donating the NEW MS8270B tract B (6.55-acres) to the US Forest Service. They will retain ownership of the NEW MS8270A tract A (4.59-acres)..

Legal Description: A 10.32-acre property identified as parcel number 90981, the MS-8270A Jo Dandy mining claim in T09 R78 S06 SE4 and a 4.81-acre property identified as parcel number 90982, the MS-8270B London mining claim in T09 R78 S06 SE4, addressed at 6632 CO RD 12, Alma.

Date of Planning Commission Hearing: Wednesday, January 28, 2026.

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_____ We have reviewed this referral and find that it **does** comply with our specific organization's concerns.

_____ We have reviewed this referral and find that it **does not** comply with our specific organization's concerns for the following reasons:

_____

_____ We have reviewed this referral and find no conflicts with our interests.

_____ A formal recommendation is under consideration and will be submitted to you prior to _____.

_____ Please refer to the enclosed letter.

___X___ We offer the following comments regarding this referral:
Following review of the application, ABE believes additional information will be needed to effectively evaluate this application. Are old mine workings or other disturbances, including mine tailings, present on any of the properties? Old mine workings may be hazardous due to possible ground subsidence, unstable mine adits, etc., and mine tailings may create a potential environmental concern which we are unable to evaluate without additional information. Although issues with property lines may be outside ABE's immediate purview, other issues were discussed as follows: The acreages shown on the application are different than those shown on the Minor Subdivision Plat that was provided in the application. There is a question with changing the acreage of the mining claims because the land is Patented from the Federal Government and may not be able to be changed. If additional work is to be completed by NOLO will any ground be disturbed, which may uncover or create an environmental concern? ABE found no wildlife concerns.

Signed: John Reiber Date: January 17, 2026

Title: ABE Chairman

QUITCLAIM DEED
(WATER RIGHTS)

THIS DEED is dated November 22, 2016, and is made between THF Prairie Center Development, L.L.C., a Colorado limited liability company (Grantor), whose legal address is 211 North Stadium Boulevard, Suite 201, Columbia, Missouri, 65203, and MineWater Finance LLC, a Colorado limited liability company (Grantee), whose legal address is 10924 Leroy Drive, Northglenn, Colorado, 80233.

WITNESS that Grantor, for consideration of the sum of Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby sells and quitclaims to Grantee all of its rights, title, and interest in and to the following described water right, being located in the County of Park and State of Colorado:

> That water right adjudicated in Case No. 3286, Park County District Court, March 24, 1953, entitled the North London Ditch water right, with a priority of June 29, 1933, with a point of diversion on the west bank of Mosquito Creek whence the west quarter corner of Section 6, Township 9 South, Range 78 West of the 6th Principal Meridian bears south 78° 08' west, 2482.61 feet.

IN WITNESS WHEREOF, Grantor has executed this deed on the date set forth above.

THF PRAIRIE CENTER DEVELOPMENT, L.L.C.,
a Colorado limited liability company

By: THF PRAIRIE CENTER INVESTORS, L.L.C.,
a Missouri limited liability company, Its Manager

By: MILAN GREEN MANAGEMENT, L.L.C.,
a Missouri limited liability company, Its Manager

By: _____
Jason Meyerpeter, Manager

STATE OF MISSOURI)
) ss.
COUNTY OF Boone)

On this 22nd day of November, 2016, before me appeared Jason Meyerpeter, to me personally known, who, being by me duly sworn, did state he is the Manager of Milan Green Management, L.L.C., a Missouri limited liability company, which is the Manager of THF Prairie Center Investors, L.L.C., a Missouri limited liability company, which is the Manager of THF Prairie Center Development, L.L.C., a Colorado limited liability company. Jason Meyerpeter acknowledged he executed this instrument on behalf of said limited liability company and acknowledged said instrument as the free act and deed of said limited liability companies.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid on the day and year above written.

Debra E. Barton
Notary Public

My commission expires: 3/26/17

DEBRA E. BARTON
Notary Public – Notary Seal
STATE OF MISSOURI
Commissioned for Boone County
My Commission Expires: 3/26/2017
ID: #13450605

After recording, return to:

MineWater Finance LLC, c/o
Stephen Bain, WELBORN SULLIVAN MECK & TOOLEY, PC, 1125-17th St, Ste 2200, Denver, CO 80202; Tel: 303.830.2500

WATER ROYALTY AGREEMENT

This Water Royalty Agreement (**Agreement**) is entered into and effective this 22nd day of November, 2016 (**Effective Date**) by and between THF Prairie Center Development, LLC, a Colorado limited liability company (**THF**); and MineWater Finance LLC (**MineWater**) (collectively, **Parties**).

RECITALS

A. MineWater owns the real property located in Park County, Colorado, described on attached Exhibit A and incorporated by reference (**London Mine Property**).

B. THF owns the following water rights:

1. Water rights emanating from the London Mine Water Tunnel, specifically including those water rights adjudicated in Case Nos. W-7538, W-8036(75), W-8265(76), and 91CW77, in the Colorado Water Court for Water Division No. 1, further described on attached Exhibit B and incorporated by reference (**THF London Mine Water Rights**); and

2. Water rights for 724 acre feet associated with the Leach Well adjudicated in Case No. 80CW419 dated January 9, 1992 (**Leach Well Rights**).

3. The water rights described in Sections B(1) through (2) above are collectively referred to in this Agreement as the "**THF Water Rights**" or "**THF Water**".

C. THF has agreed to pay MineWater a royalty on the sale and lease of THF Water and THF Water Rights as provided in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual promises contained below and the specific monetary considerations set forth in this Agreement, THF and MineWater agree as follows:

1. DEFINITIONS.

1.1 "**THF Net Revenue**" means the payments THF receives for gross lease or permanent sale of water rights, minus "**THF Operating Costs**."

1.2 "**THF Operating Costs**" means and includes: (a) pumping costs, flow monitoring costs, royalties, allocated overhead, and costs of sale or lease and other costs associated with the lease or sale of the Base Water, and (b) "Leach Well Costs".

1.3 "**Leach Well Costs**" are all associated operating and maintenance costs relating to the operation of the Leach Well, including permit fees, bonding, insurance, power, equipment, labor, and costs of sale or lease and all liabilities, including, but not limited to, environmental or any other liability directly or indirectly associated with the operation of the Leach Well. THF shall operate and maintain the Leach Well in its sole discretion.

1.4 THF's "**Base Water**" as described in this Agreement shall be equal to 1411.4 acre feet per year stemming from the total amount of water flowing out of the Water Tunnel and Leach Well, independent of the 100 AF/Yr of the Fairplay Fishing Club Right accounted for during the months of June, July, August, September, and October as described in the decree in Case No. W-7538.

After recording, return to:

MineWater Finance LLC, c/o
Stephen Bain, WELBORN SULLIVAN MECK & TOOLEY, PC, 1125-17th St. Ste 2200, Denver, CO 80202; Tel: 303.830.2500

EXHIBIT A

2. **WATER ROYALTY PAYMENTS.**

2.1 During the Term of this Agreement, THF agrees to pay MineWater a royalty payment equal to ten percent (10%) of the annual THF Net Revenue derived by THF from the lease of the annual flow of water from the Water Tunnel and the Leach Well, combined, up to and including the Base Water or permanent sale of the THF Water Rights (**Water Royalty Payments**).

A. Payment of Water Royalty Payments must be made annually by December 15th for the prior year from November 1st through October 31st or at the closing of any permanent water sales. Lease payments in the first year will be prorated from the date of Closing. Each such payment shall be accompanied by an itemized statement setting forth all facts and figures necessary to verify the accuracy of the amount of the Water Royalty paid

B. THF's obligation to pay MineWater the Water Royalty Payments for lease or sale of THF Water as set forth in Section 2.1 shall be reduced as follows:

(i) When THF has paid $1 Million in Water Royalty Payments to MineWater before the eleventh (11th) anniversary of the Effective Date, then the royalty rate for the Water Royalty Payments shall decrease from ten percent (10%) to two percent (2%) thereafter.

(ii) When THF has paid $2 Million in Water Royalty Payments to MineWater before the seventeenth (17th) anniversary of the Effective Date, then the royalty rate for the Water Royalty Payments shall decrease to one percent (1%) thereafter.

(iii) In calculating the Water Royalty Payments due on a sale of THF Water, the adjustments set forth in Sections 2.1(B)(i) and (ii) shall apply, and all Water Royalty Payments made by THF to MineWater prior to the closing on the sale shall apply against the Sections 2.1(B)(i) and (ii) thresholds In all events, upon THF's payment of $2 Million in Water Royalty Payments, the royalty rate for any additional sales proceeds shall be one percent (1%).

2.2 ***Payment***. THF agrees to pay MineWater a royalty payment from the sale or lease, during the Water Royalty Period, of the THF Water or THF Water Rights. Provided a sale is made in good faith, for fair market value, and not with any intent or purpose to evade the terms of this Agreement, the closing of the sale of all or any part of the THF Water Rights, together with payment of the Water Royalty payable to MineWater in connection with such sale, shall extinguish the obligation to pay any Water Royalty after the closing date relating to the THF Water Right sold.

2.3 ***Excluded Sales or Transfers to Related Parties/Permitted Transfers***. Notwithstanding Section 2.1, the Water Royalty shall not be payable in connection with the transfer of any portion of the THF Water Rights:

A sold to one or more persons or entities owning a controlling interest in THF, any entity in which THF holds a controlling interest, or any entity under common control with THF; or

B. sold to MineWater or to one or more persons or entities owning a controlling interest in MineWater, any entity in which MineWater holds a controlling interest, or any entity under common control with MineWater;

(the transferees under the scenarios described in this Section 2.3 are referred to collectively in this Agreement as, **Permitted Transferees**). Upon the sale of all or a portion of the THF Water Rights to a Permitted Transferee, this Agreement will be assigned to the Permitted Transferee to the extent of the THF Water Rights conveyed to the Permitted Transferee (the **Transferred Water Right**) and the Permitted Transferee shall assume and be subject to all of THF's obligations under this Agreement with respect to the Transferred Water Right. THF shall remain responsible for all obligations of THF under this Agreement to the extent not transferred to the Permitted Transferee; provided, however, upon the sale of and assumption by all or a portion of the THF Water Rights to one or more Permitted Transferees, THF shall be released from any further obligation under this Agreement with respect to the Transferred Water Right arising after the date of delivery of notice to MineWater of the transfer and assignment.

2.4 ***Pledging or Encumbrance of the THF Water Rights***. Notwithstanding Section 2.1, the Water Royalty shall not be payable with respect to any portion of the THF Water Rights:

A. pledged or encumbered to a lender as security for a debt or other obligation incurred to finance Actual Costs, or

B. conveyed in foreclosure or other proceedings to enforce the payment of the debt or other obligation incurred to finance Actual Costs.

The obligation to pay the Water Royalty shall survive a pledge or encumbrance under Section 2.4(A) but not a foreclosure or transfer pursuant to other proceedings pursuant to Section 2.4(B) above.

2.5 ***Interest Rate***. Any Water Royalty not paid within ten (10) business days of the due date under this Agreement will bear interest at an annual rate equal to the Prime Rate plus one percent (1%) calculated and compounded monthly from the due date to the date of payment. For the purposes of this Section 2.5, "**Prime Rate**" means the annual rate of interest published and in effect according to The Wall Street Journal on the date the obligation to pay interest on such amount commences. Payments will be applied first to outstanding interest and then to the oldest Water Royalty due and payable.

3. **TERM.** The term of this Agreement is perpetual, except as earlier terminated by a sale of all of THF Water Rights to a third party that is not a Permitted Transferee and payment of the Water Royalty due MineWater on the proceeds of the sale as provided in Sections 2.1 and 2.2.

4. **INSPECTION.** Within forty-five (45) days after the end of each Calendar Year, THF shall deliver to MineWater an annual report containing a statement of: (A) the annual revenues from the sale or lease of water from the THF Water Rights, (B) the annual calculation of the THF Operating Costs used to determine THF Net Revenue. MineWater shall have a period of forty-five (45) days after the receipt of such annual report to review records regarding THF Net Revenues and THF Operating Costs with respect to the basis for determining the Water Royalty Payment and make any objection. If no written objection is made by MineWater to the correctness of the annual report within forth-five (45) days of delivery of the annual report, then the annual report shall be conclusively deemed to be correct.

EXHIBIT A

5. **RECORDS**. During the Term, THF shall keep annual reports and books of account, including, without limitation, records relating to THF Net Revenue and THF Operating Costs, including vouchers, statements, receipted bills, invoices and the like concerning sale or lease of THF Water or the THF Water Rights (**Records**) for a three (3) year period; provided, however, that if a written objection has been timely made pursuant to Section 4, then THF will keep the Records until the dispute has been finally resolved. THF shall ensure that such Records shall be supported by sufficient documentation, including electronically stored facsimiles, to permit MineWater and its auditors to verify that such entries are properly and accurately recorded.

6. **RECORDING**.

6.1 This Agreement may be recorded with the Clerk and Recorder for Park County, Colorado.

6.2 Upon expiration or termination of this Agreement as provided in Section 3, the THF Water Rights shall be free and clear of the covenants and obligations and lien provided in this Agreement, and MineWater shall, upon THF's written request, execute and acknowledge an instrument evidencing such termination and release sufficient to discharge the lien of the recording of this Agreement. Failure to execute a properly requested release shall be a breach of this Agreement

6.3 This Section 6 shall specifically survive expiration or termination of this Agreement.

7. **GENERAL PROVISIONS**.

7.1 ***Successors and Assigns***. This Agreement shall be binding upon, and will inure to the benefit of, the respective successors and permitted assigns of the Parties.

7.2 ***Modifications***. This Agreement may not be modified in any respect except by a further agreement in writing duly executed by THF and MineWater. However, any consent, waiver, approval or authorization will be effective if signed by the Party granting or making such consent, waiver, approval, or authorization.

7.3 ***Notices***. All notices, demands, requests, or other communications under this Agreement shall be in writing and shall be deemed effectively given or made on the date served upon the Party to be notified personally; three (3) Business Days after being deposited in the United States mail, first class postage prepaid; one (1) Business Day after deposit or delivery to a reputable overnight courier, prepaid, receipt acknowledged; or upon acknowledgement or confirmation of receipt of email from the recipient's email address when sent by electronic mail; all to the address of such Party set forth below or to such other address as such Party may last have designated by notice under this Agreement. Rejection or refusal to accept delivery or the inability to deliver because of changed mailing address or electronic mail address of which no notice was given shall be deemed to be receipt of notice as of the date such notice was deposited in the mail or delivered to the courier.

THF Prairie Center Development, LLC
Attn: Jason Meyerpeter
211 North Stadium Boulevard, Suite 201
Columbia, Missouri 65203
Tel: 573.449.8323
Email: Jason@milangreenmanagement.com

EXHIBIT A

MineWater Finance LLC
Attn: Joseph G. Harrington
10924 Leroy Drive
Northglenn, Colorado 80233
Tel: 720.883.6700
Email: jgh@MineWater.com

The Parties may change their addresses by notice given in accordance with this Section 7.3.

7.4 ***Captions.*** The captions of this Agreement are for convenience and reference only and in no way define, describe, extend, or limit the scope, meaning, or intent of this Agreement.

7.5 ***Severability.*** The invalidation or unenforceability in any particular circumstance of any of the provisions of this Agreement will in no way affect any of the other provisions of this Agreement, which will remain in full force and effect.

7.6 ***No Third Party Beneficiaries.*** This Agreement does not create, and shall not be construed as creating, any rights enforceable by any person not a Party, or a successor or assign of a Party to this Agreement.

7.7 ***Controlling Law.*** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Colorado.

7.8 ***Survival.*** The Parties' representations, warranties, releases, and indemnities in this Agreement that contemplate performance after termination or expiration of this Agreement shall survive the termination or expiration of this Agreement.

7.9 ***Counterparts.*** This Agreement may be executed in any number of original counterparts, all of which evidence only one agreement, and only one of which need be produced for any purpose.

8. **JURISDICTION, VENUE AND LIMITATION OF ACTIONS.** With respect to any suit, action, or proceedings filed or maintained relating to this Agreement, the transactions contemplated by this Agreement, or the relationship of the Parties (Proceedings), each Party irrevocably:

8.1 Submits to the exclusive jurisdiction of the District Court for Park County, Colorado; and

8.2 Waives any right of removal and objection that the Party may have at any time to the venue of any proceedings brought in the District Court for Park County, Colorado, waives any claim that such proceedings have been brought in an inconvenient forum, and further waives the right to object, with respect to such proceedings, that the court does not have jurisdiction over such Party.

8.3 Notwithstanding any provisions in this Agreement to the contrary, in the event of litigation arising from or related to this Agreement, the substantially prevailing party will be entitled to recover their reasonable attorneys' fees and costs.

8.4 The provisions of this Section 8 shall specifically survive termination or expiration of this Agreement.

9. **WAIVER OF JURY TRIAL.** The Parties hereby knowingly, voluntarily, and intentionally waive the right either may have to a trial by jury in respect of any litigation based on this Agreement, or

EXHIBIT A

arising out of, under, or in connection with this Agreement and any document executed in connection with this Agreement, or any course of conduct, course of dealing, statements, whether oral or written, or actions of either Party. This provision is a material inducement for the Parties to enter into this transaction.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first above written.

MINEWATER FINANCE LLC
a Colorado limited liability company

By: _____
Joseph G. Harrington
its Manager

STATE OF COLORADO)
) ss.
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 22nd day of November, 2016, by Joseph G. Harrington as Manager of MineWater Finance LLC.

Witness my hand and seal.

My commission expires: 04-02-19

_____
Notary Public

JEANIE A. DREGER
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19914004278
MY COMMISSION EXPIRES APRIL 2, 2019

EXHIBIT A

THF PRAIRIE CENTER DEVELOPMENT, L.L.C.,
a Colorado limited liability company

BY: THF PRAIRIE CENTER INVESTORS, L.L.C.
a Missouri limited liability company, Its Manager

BY: MILAN GREEN MANAGEMENT, L.L.C.
a Missouri limited liability company, Its Manager

By: _____
Jason Meyerpeter, Manager

STATE OF MISSOURI)
) ss.
COUNTY OF Boone)

On this 22nd day of November, 2016, before me appeared Jason Meyerpeter, to me personally known, who, being by me duly sworn, did state he is the Manager of Milan Green Management, L.L.C., a Missouri limited liability company, which is the Manager of THF Prairie Center Investors, L.L.C., a Missouri limited liability company, which is the Manager of THF Prairie Center Development, L.L.C., a Colorado limited liability company. Jason Meyerpeter acknowledged he executed this instrument on behalf of said limited liability company and acknowledged said instrument as the free act and deed of said limited liability companies.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid on the day and year above written.

Debra E. Barton
Notary Public

My commission expires: 3/26/17

DEBRA E. BARTON
Notary Public – Notary Seal
STATE OF MISSOURI
Commissioned for Boone County
My Commission Expires: 3/26/2017
ID. #13450605

EXHIBIT A

LONDON MINE PROPERTY

Parcel 1:
The following mining claims, each being as defined and limited by its patent:
Reconstruction LMC U.S. Survey 18430,
Ophir, LMC U.S. Survey 1835,
Comstock LMC U.S. Survey 2811,
Jerome B. Chafee LMC U.S. Survey 2457,
Grimsby LMC U.S. Survey 2812,
Genevieve, U.S. Survey #17904;
Fraction, U.S. Survey #18430;
Flora A, U.S. Survey #18430;
Ohio, U.S. Survey #20390;
Ibex, U.S. Survey #20248;
Huron, U.S. Survey #1998;
50% interest in the American, U.S. Survey #1997, Below the level of the London Water Tunnel;
County of Park, State of Colorado.

Parcel 2:
The following mining claims, each being as defined and limited by its patent:
An undivided 1/8 interest in Little Champion LMC #4416,
An undivided 1/2 interest in Emma LMC #18966,
An undivided 1/2 interest in Vanderbilt LMC #18966,
An undivided 1/2 interest in Pocohontas LMC #18966,
All of Nova Scotia LMC #9836,
An undivided 1/2 interest in American Eagle LMC #2779
County of Park, State of Colorado

Parcel 3:
The following mining claims, each being as defined and limited by its patent:
33.33% interest in Michigan #1, MS #15373 (Schedule # 91365), as conveyed in Treasurer's Deed recorded May 20, 2010 at Reception No. 671062.
County of Park, State of Colorado

Parcel 4:
The following mining claims, each being as defined and limited by its patent:
A 50% interest in Bob, MS# 18571 (Schedule #91612), as conveyed in Treasurer's Deed recorded April 23, 2009 at Reception No. 661135.
A 33.33% interest in Copperhead MS #16912 (Schedule #91513), as conveyed in Treasurer's Deed recorded April 23, 2009 at Reception No. 661134.
County of Park, State of Colorado

Parcel 5:
The following mining claims, each being as defined and limited by its patent:
The Horseshoe, LMC, U.S. Survey #3900, Below the level of the London Water Tunnel;
The Anderson LMC, U.S. Survey # 19638, Below the level of the London Water Tunnel;
The Key U.S. Survey #1457;
The Joe Dandy Lode Mining Claim , U.S. Survey #8270B;
The Frisbee Placer Mining Claim, U.S. Survey #1161;
The Lehigh Valley Placer, more particularly described in Patent recorded in Book 56 at Page 119;
75% interest of The Waterfall, U.S. Survey #15591;
75% interest of The Crisis Placer, U.S. Survey #15660;
The Westerly part of the W1/4 of Goldslide; U.S. Survey #13224 as described in Book 168 at Page 34;

EXHIBIT A

An undivided 2/3 interest in the East 3/4ths of the Goldslide Placer, U.S. Survey #13224;
The Accomodation, U.S Survey #12478;
The Oliver Twist, U.S. Survey #12478;
The Aetna, U.S. Survey #2091;
The Agnes, U.S. Survey #4982;
33.33% interest in The AJV #1, U.S. Survey #20247
33.33% interest in The AJV #1, U.S. Survey #20247;
33.33% interest in The AJV #2, U.S. Survey #20247;
33.33% interest in The AJV #2, U.S. Survey #20247;
33.33% interest in The AJV #4, U.S. Survey #20247;
33.33% interest in The AJV #4, U.S. Survey #20247;
The Albany, U.S. Survey #15522;
The St. Johns, U.S. Survey #15522;
The Ant Hill #1, U.S. Survey #3403;
The Ant Hill #2, U.S. Survey #3404;
The Ant Hill #3, U.S. Survey #3405;
The Eclipse, U.S. Survey #175;
The Mother, U.S. Survey #204, Below the level of the London Water Tunnel;
66.66% interest in The Keystone, U.S. Survey # 272;
The Champaign, U.S. Survey #646;
The Little Corinne, U.S. Survey #1029;
The Baltic Lode, U.S. Survey # 1211;
The Jacobs Wonder, U.S. Survey # 1394;
The Wonderful, U.S. Survey #1395;
The Imperial, U.S. Survey #1641;
The Ajax, U.S. Survey #1650;
The Souvenir, U.S. Survey #1651;
The South End, U.S. Survey #1733;
The Tunnel, U.S. Survey #1734;
The Henry D, U.S. Survey #1735;
33.33% interest in The Shovel, U.S. Survey #1740;
The Hugo, U.S. Survey #1846;
The BFD, U.S. Survey #1858;
The Venus, U.S. Survey # 2062;
The Hidden Treasure, U.S. Survey #2092;
The Pick, U.S. Survey #2093;
The Three Brothers, U.S. Survey #2102A;
The Three Brothers Mill Site, U.S. Survey #2102B;
The Silverstar, U.S. Survey #2190;
The Sunny South, U.S. Survey #2606;
The Lone Star, U.S. Survey #2774;
The Tip Top, U.S. Survey #2928;
The Iola, U.S. Survey #2929;
The Coney, U.S. Survey #3371;
The Mohawk, U.S. Survey #3561;
The Found Out, U.S. Survey #3628;
The Cliff, U.S. Survey #3817;
The Triangle, U.S. Survey #3818;
The Edna, U.S. Survey #3926;
The SM, U.S. Survey #4022;
The Emma Nevada, U.S. Survey #4348;
The Fanny, U.S. Survey #4490;
The Grand Prize, U.S. Survey #4670;

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The Redman, U.S. Survey #5828;
The Lillie Langtry, U.S. Survey #5918;
The Jo Dandy, U.S. Survey #6518;
The June, U.S. Survey #6534;
The Maumee, U.S. Survey #7678;
The London, U.S. Survey #8270B;
66.66% interest in The Michigan 1, U.S. Survey #15373 as described in Book 66 at Page 27;
66.66% interest in The Michigan 2, U.S. Survey #15373 as described in Book 66 at Page 27;
The Michigan 2, U.S. Survey #15373, less that part described in Book 66 at Page 27;
33.33% interest of The Michigan 2, U.S. Survey 15373, as described in Book 66 at Page 27;
66.66% interest of The Michigan 3, U.S. Survey #15373, as described in Book 66 at Page 27;
The Michigan 4, U.S. Survey #15373;
The Michigan 5, U.S. Survey #15373;
The Michigan 6, U.S. Survey #15373;
83.33% of The Michigan 7, U.S. Survey #15373;
83.33% of The Michigan 8, U.S. Survey #15373;
The Aspen 1, U.S. Survey #15384;
The Aspen 2, U.S. Survey #15384;
75% interest of The Big Sacramento, U.S. Survey #15456;
75% interest of Bed Rock, U.S. Survey #15591;
50% interest of The Jewett Placer, U.S. Survey #15627;
25% interest of The Doctor, U.S. Survey #15749;
25% interest of The Doctor #2, U.S. Survey# 15749;
The Harold, U.S. Survey #15957, Below the level of the London Water Tunnel;
The Glen Isle, U.S. Survey #16011;
The Twin Brothers, U.S. Survey #16912;
The Miners Hope, U.S. Survey #16912;
66.66% interest in The Copperhead, U.S. Survey #16912;
The Clipper, U.S. Survey #17024;
50% interest in The Grey Eagle, U.S. Survey #17392;
The Clipper #2, U.S. Survey #17514;
The Camilla, U.S. Survey #17782;
The Birgen, U.S. Survey #17782;
The Pisgah, U.S. Survey #17782;
The Sweet Annie, U.S. Survey #17782;
The Rattler, U.S. Survey #17782;
The Dinero, U.S. Survey #17904;
The Oil City, U.S. Survey #17904;
The Wealth, U.S. Survey #17935, Except any portion in conflict with the Prince Oscar MS#17935;
The Vulcan, U.S. Survey #17935, Except any portion in conflict with the Prince Oscar MS#17935 ;
The Dewey Mine, U.S. Survey #18022;
The Helen Gould #1, U.S. Survey #18053, Below the level of the London Water Tunnel;
The Gold Smith, U.S. Survey #18053, Below the level of the London Water Tunnel;
The Rockslide, U.S. Survey #18425;
The Pine Tree, U.S. Survey #18426;
The Dot, U.S. Survey #18426;
The Miami, U.S. Survey #18426;
50% of The Bob, U.S. Survey #18571;
50% of The Bun, U.S. Survey #18571;
The California, U.S. Survey #18578;
The California #2, U.S. Survey #18578;
The Pawnee, U.S. Survey #19647, Below the level of the London Water Tunnel;
The Commission, U.S. Survey #19647;

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The Independent, U.S. Survey #19647; Below the level of the London Water Tunnel;
The Little Newton, U.S. Survey #19926;
The Betty Mill Site, U.S. Survey #19973;
The Emma Nevada Fraction, U.S. Survey #20510;
The Cabin, U.S. Survey #20511;
The Michigan #1, U.S. Survey #20511;
The Michigan #2, U.S. Survey #20511;
The Sunbonnet #1, U.S. Survey #20511;
The Sunbonnet #2, U.S. Survey #20511;
The Washington, U.S. Survey #20592;
The London 1, U.S. Survey #20593;
The London 2, U.S. Survey #20593;
The London, U.S. Survey #206;
The Paris, U.S. Survey #205;
The Venture, U.S. Survey #7405;
The Hard To Beat, U.S. Survey #207;
The Minnesota, U.S. Survey #3301;
The Wisconsin, U.S. Survey #2601;
The Easton, U.S. Survey #17328;
The Senator Patterson, U.S. Survey #17327;
The Allentown, U.S. Survey #15889;
The Matter, U.S. Survey #15889;
The Towne, U.S. Survey #17327; Below the Level of the London Water Tunnel;
37.5% interest in The Little Champion, U.S. Survey #4416;
37.5% interest in The Little Champion, U.S. Survey #4416;
75% interest in The Collingswood, U.S. Survey #16647;
18.75% interest in the Maine 1, U.S. Survey #14416;
18.75% interest in the Maine 2, U.S. Survey #14416;
18.75% interest in the Maine 3, U.S. Survey #14416;
18.75% interest in the Maine 4, U.S. Survey #14416;
18.75% interest in the Maine 5, U.S. Survey #14416;
18.75% interest in the Maine 6, U.S. Survey #14416;
18.75% interest in the Maine 7, U.S. Survey #14416;
The Pennsylvania #1, U.S. Survey #20246;
The Pennsylvania #2, U.S. Survey #20246;
The Pennsylvania #3, U.S. Survey #20246;
71.39% interest in the Iron, U.S. Survey #6478, Less the tract described in Book 48 at Page131-134;
71.39% interest in the Search 1, U.S. Survey #6478, Less the tract described in Book 48 at Page131-134;
71.39% interest in the Search 2, U.S. Survey #6478, Less the tract described in Book 48 at Page131-134;
71.39% interest in the Search 3, U.S. Survey #6478, Less the tract described in Book 48 at Page131-134;
71.39% interest in the Search 4, U.S. Survey #6478, Less the tract described in Book 48 at Page131-134, and except any interest in the Iron Lode, U.S.M.S. No. 6478;
71.39% interest in the Dreadnaught, U.S. Survey #6478, Less the tract described in Book 48 at Page131-134, and except any interest in conflict with U.S.M.S. No. 6057;
71.39% interest in the Supervisor, U.S. Survey #6478, Less the tract described in Book 48 at Page131-134 ;
71.39% interest in the Hattie, U.S. Survey #6478, Less the tract described in Book 48 at Page131-134 and except any interest in conflict with U.S.M.S. No. 6057;
Part of Shearwater Placer aka a Tract in S2S2 17-9-78 and N2N2 20-9-78 as described in Book 78 at Page 520;
97.9% interest in The Allegheny Placer, U.S. Survey #627;
A portion of Iron, Search 1-4, Hattie S. Dreadnaught, Superior, U.S. Survey #6478, as described in Book 302 at Page 506 and in Book 83 at Page 345;

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The Helen Gould #2, U.S. Survey #18053;
The Helen Gould #3, U.S. Survey #18053;
The Westerly part of Glengarry Placer as described in Book 168 at Page 35.
County of Park, State of Colorado.

EXHIBIT B

THF LONDON MINE WATER RIGHTS

1. Any and all interests in the water rights adjudicated in the decree entered by the Water Court, Water Division No. 1, Case No. W-7538, dated July 3, 1974;

2. Any and all interests in the water rights adjudicated and/or described in the decree entered by Water Court, Water Division No. 1, Case Nos. W-8036 (75) and W-8256 (76), dated April 15, 1977;

3. Any and all interests in the water rights adjudicated in the ruling entered by the Water Court, Water Division No. 1, Case No. 91CW077, dated January 5, 1994, and made the judgment and decree of the Water Court on January 31, 1994; and

4. Any and all interests in the water rights adjudicated in the decree entered by the Water Court, Water Division No. 1, Case No. 80CW419, dated January 9, 1992, and including any rights of reopener under the retained jurisdiction provisions of said decree.

Wetland Boundary Delineation for North London Mill Preservation Site

Submitted to:
North London Mill Preservation, Inc.

Prepared by:
EcoMetrics, LLC

October 21, 2019

Purpose

Purpose of this study is to identify potentially jurisdictional wetland within the North London Mill Preservation (NoLo) study area according to the US Army Corps of Engineers (USACE) criteria (USACE 2008, 2010). The study area is a about 3.3 acres near the abandoned North London Mill and townsite, about 6.5 up the mosquito Pass Road (County Road 12) from Highway 9 in Park County, Colorado at approximately 11,500 feet elevation and approximate latitude/longitude of (39.294, -106.151). North Mosquito Creek, a tributary to the Middle Fork of the South Platte River, runs through the site (Figure 1).

Methods

All areas within the ordinary high-water level of North Mosquito Creek were included as wetland. Areas outside the ordinary high-water area of North Mosquito Creek were considered wetland if they met USACE (2010) criteria for vegetation, soil and hydrology. Accordingly, wetland boundaries were delineated on site using appropriate vegetation, soil, and hydrological indicators by Jessica Doran on August 30, 2019. Standard USACE (2010) delineation procedures and data forms were used. The boundary was flagged on site and recorded using a Trimble GeoXT hand-held GPS unit. Horizontal accuracy is estimated to be within 3 feet. GPS data were converted to ESRI shape files using QGIS software. Wetland area was classified according to Cowardin, et. al. (1979).

Two delineation sample points were evaluated to verify conditions on either side of the boundary to determine wetland status according to USACE (2010) criteria for vegetation, soil, and hydrology. Dominant plants were identified with percent cover, and the indicator status of each was determined using the National Wetland Plant List (Lichvar and Kartesz 2012) and US Department of Agriculture (USDA 2013) resources. Soil cores were excavated and described to document the presence or absence of hydric soil indicators as listed in USACE 2010. Hydrology was evaluated by documenting water source connectivity using evidence of landscape topography, indicators of past flow, the presence of surface or ground water, saturation, and hydrophytic vegetation as described in USACE 2010.

In addition to wetland, we also used GPS to map the approximate footprint of the abandoned mill and 4 other standing buildings. We also mapped the approximate extent of current construction disturbance around one of the buildings that is being refurbished.

Results

The NoLo site lies along the bottom of a steep, high-elevation glacial valley with shallow soil and shallow groundwater flow from both sides. The other water source is North Mosquito Creek, a perennial stream that flow through the site. Wetland within the ordinary high-water area of North Mosquito Creek is Cowardin class R-3-UB-1 (riverine, upper perennial, unconsolidated bottom, gravel-cobble) with fringes of R-3-US-5 (riverine, upper perennial, unconsolidated shore, vegetated). Wetland outside the creek is Cowardin class P-SS-6 (palustrine, shrub-scrub, deciduous) with shrub canopy dominated by willow and patches of P-EM-1 (palustrine, emergent, persistent) where there is no willow canopy and herbaceous cover dominated by sedges, rushes and grasses.

Hydrological and soil patterns suggest that most of the study area was probably natural wetland prior to development of the site in the 1800s. The upland areas appear to be a result of artificial fill and drainage that likely took place when the site was an active mining camp to create dry foundations for buildings and roads at that time. The pattern of upland versus wetland roughly follows the areas that were filled or drained for these developments.

The wetland areas tend to be dominated by willow and/or willow with a hydric vegetation understory. The primary hydric soil indicator is redox dark surface (F6) with redoximorphic features occupying up to 15% of the middle layers in a dark chroma matrix of silty loam. Primary hydrology indicators are low water table (A2) and saturation (A3) (evident upon excavation) and secondary indicators based on geomorphic position (D2), shallow aquitard of bedrock (D3), and drainage patterns (B10) (see Attachment A).

Some of the upland areas have xeric vegetation (or no vegetation at all) but other parts have a partial willow shrub canopy and understory of more xeric vegetation. The drier understory vegetation is the primary indicator of upland versus wetland vegetation on site because it is closely tied to the depth of groundwater for most of the season. Most of the upland area has evidence of past fill, no hydric soil indicators, and insufficient or inconsistent indicators of wetland hydrology. Some upland areas near the wetland boundary, like at sample point B, have vegetation indicative of wetland but lack hydric soil or wetland hydrology indicators (see Attachment B).

Figure 2 shows the study area with identified wetland, buildings, and current construction disturbance area. The delineated wetland area corresponds closely to the most current National Wetland Inventory maps as depicted on the CNHP Watershed Toolbox wetland mapper (https://cnhp.colostate.edu/cwic/tools/toolbox/) (Figure 3).

Conclusion

The jurisdictional status of wetland for permitting under section 404 of the Clean water Act must ultimately be determined by the USACE, but based on our interpretation of USACE criteria our findings suggest that the area delineated as wetland shown in Figure 2 is jurisdictional. This area meets USACE wetland vegetation, soil, and hydrology criteria and it clearly drains to North Mosquito Creek which is tributary to the South Platte River.

Literature Cited

Cowardin, L. M., Carter, V., Golet, F. C., LaRoe, E. T. 1979. Classification of wetlands and deepwater habitats of the United States. U.S. Department of the Interior, Fish and Wildlife Service.

Lichvar, R. W. and Kartesz, J. T. 2012. North American Digital Flora: National Wetland Plant List , version 3.0 (http://wetland_plants.usace.army.mil).

US Amy Corps of Engineers. 2008. Clean Water Act Jurisdiction Following the US Supreme Court's Decision in Rapanos v. United States & Carabell v. United States. December 2.

US Amy Corps of Engineers. 2010. Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Western Mountains, Valleys, and Coast Region. ERDC/EL TR-10-03. May.

US Department of Agriculture (USDA). 2013. The PLANTS Database website: (http://plants.usda.gov). National Plant Data Team, Greensboro, NC 27401-4901 USA.

Figures

Figure 1: Location of the NoLo study area west of Alma, approximately 6.5 miles up Mosquito Pass Road (County Road 12) from Highway 9.

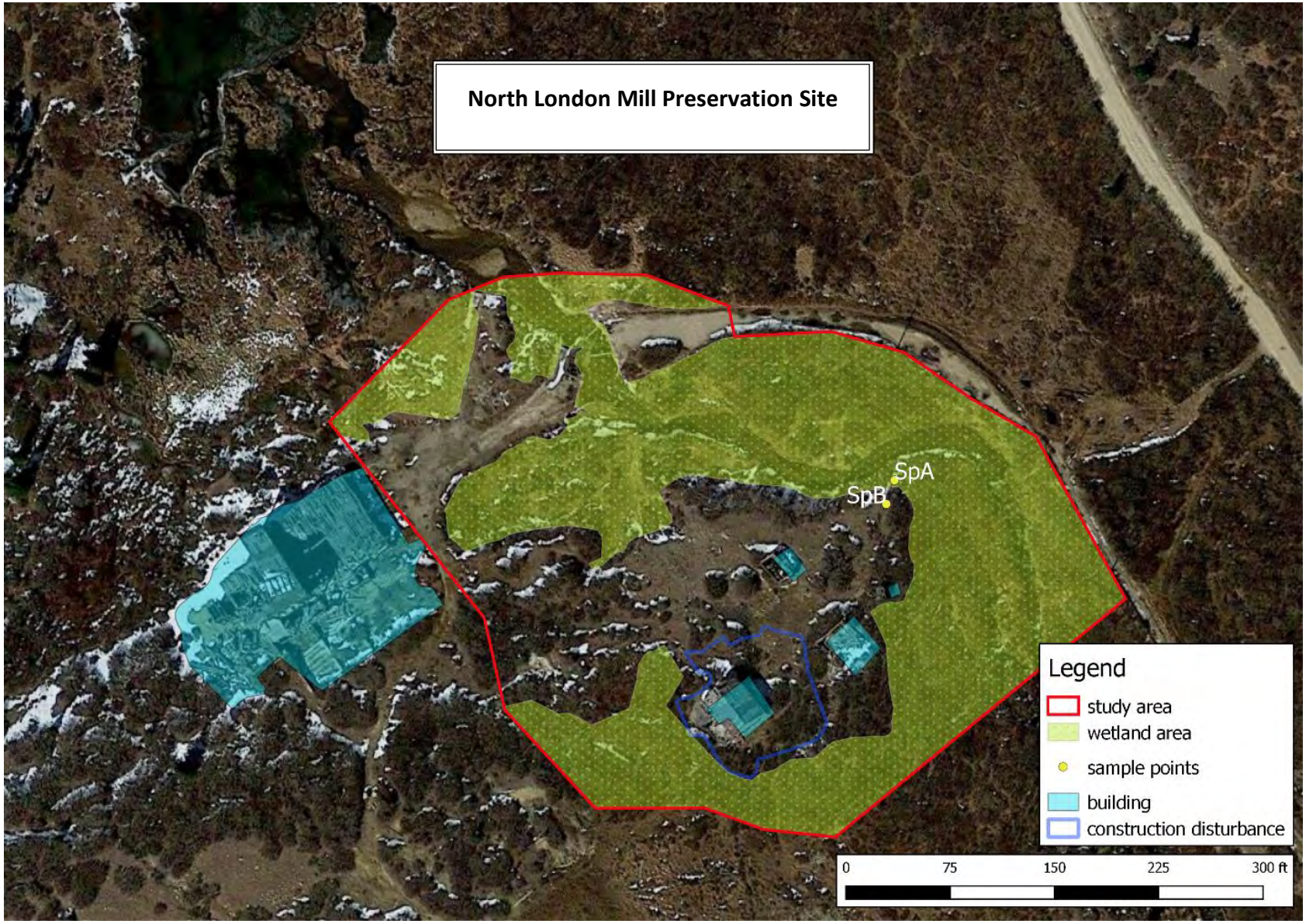

Figure 2: Delineated wetland area, sample points, buildings, and current construction disturbance within the NoLo study area.

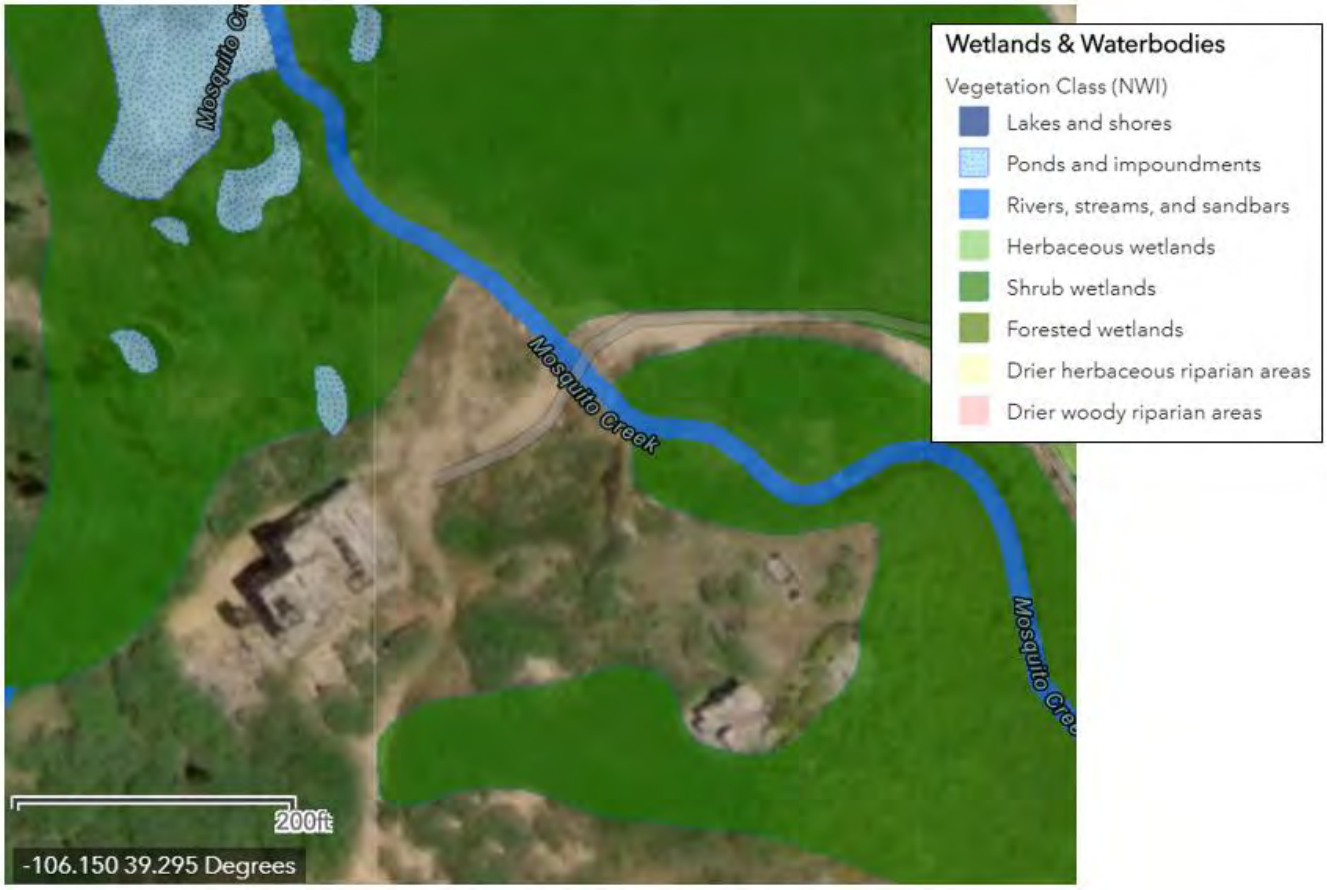

Figure 3: Snip from the CNHP Watershed Planning Toolbox wetland mapper (https://cnhp.colostate.edu/cwic/tools/toolbox/) of the NoLo study area. Wetland predictions made from aerial imagery for the National Wetland Inventory (shown here) correspond closely with the field delineation of wetland in this study (figure 2).

Attachment A: Sample point A (wetland) data sheets

Sample point A (wetland)

WETLAND DETERMINATION DATA FORM – Western Mountains, Valleys, and Coast Region

Project/Site: North London Mine City/County: Park Sampling Date: 2019-08-30

Applicant/Owner: State: CO Sampling Point: A

Investigator(s): Jessica Doran Section, Township, Range:

Landform (hillslope, terrace, etc.): low terrace Local relief (concave, convex, none): none Slope (%): 2

Subregion (LRR): LRR - E Lat: 39°17'40.90"N Long: 106°9'4.90"W Datum: WGS84

Soil Map Unit Name: NWI classification: PSSB

Are climatic / hydrologic conditions on the site typical for this time of year? Yes X No ____ (If no, explain in Remarks.)

Are Vegetation ____, Soil ____, or Hydrology ____ significantly disturbed? Are "Normal Circumstances" present? Yes X No ____

Are Vegetation ____, Soil ____, or Hydrology ____ naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present?	Yes X	No ____	**Is the Sampled Area within a Wetland?** Yes X No ____
Hydric Soil Present?	Yes X	No ____	
Wetland Hydrology Present?	Yes X	No ____	

Remarks: Sample A point is on flatish bench near No Mosquito Creek. Landposition, vegetation, soils all indicate wetland characteristics

VEGETATION – Use scientific names of plants.

Tree Stratum (Plot size: 1x1 M)	Absolute % Cover	Dominant Species?	Indicator Status
1. N/A			
2.			
3.			
4.			
	= Total Cover		
Sapling/Shrub Stratum (Plot size: 1x1 M)			
1. Sal monticola	50	Y	OBL
2. Lonicera involucrata	10	Y	FAC
3. Sal sp	5	N	FAC
4.			
5.			
	60 = Total Cover		
Herb Stratum (Plot size: 1x1 M)			
1. Carex Sp	15	Y	OBL
2. Aconitum columbianum	10	Y	FACW
3. Helenium autumnale	7	Y	FACW
4. Erigeron glabellus	5	N	FACW
5. Achillea millefolium	7	Y	FAC
6. Caltha leptosepala	2	N	OBL
7. Juncus Sp	5	N	OBL/FACW
8.			
9. Glycyrrhiza lepidota - root	5	N	FACW
10.			
11.			
	90 = Total Cover		
Woody Vine Stratum (Plot size: ____)			
1. N/A			
2.			
	= Total Cover		

% Bare Ground in Herb Stratum ____

Dominance Test worksheet:

Number of Dominant Species That Are OBL, FACW, or FAC: 5 (A)

Total Number of Dominant Species Across All Strata: 5 (B)

Percent of Dominant Species That Are OBL, FACW, or FAC: 100 (A/B)

Prevalence Index worksheet:

Total % Cover of:	Multiply by:
OBL species ____	x 1 = ____
FACW species ____	x 2 = ____
FAC species ____	x 3 = ____
FACU species ____	x 4 = ____
UPL species ____	x 5 = ____
Column Totals: ____ (A)	____ (B)

Prevalence Index = B/A = ____

Hydrophytic Vegetation Indicators:

X 1 - Rapid Test for Hydrophytic Vegetation

X 2 - Dominance Test is >50%

__ 3 - Prevalence Index is ≤3.0[1]

__ 4 - Morphological Adaptations[1] (Provide supporting data in Remarks or on a separate sheet)

__ 5 - Wetland Non-Vascular Plants[1]

__ Problematic Hydrophytic Vegetation[1] (Explain)

[1]Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.

Hydrophytic Vegetation Present? Yes X No ____

Remarks: Salix sp dominates overstory with diverse hydric understory.

SOIL

Sampling Point: A

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth (inches)	Matrix Color (moist)	Matrix %	Redox Features Color (moist)	Redox %	Type[1]	Loc[2]	Texture	Remarks
20 in	—		—		—		—	cobble
20-10	7.5YR 2.5/2	85	7.5YR 4/6	15			silty loam	saturated
10-5	7.5YR 2.5/2	97	7.5YR 4/6	1			silty loam	Sat
5-0	10YR 2/2	90	—					not sat
							loam	10% roots

[1]Type: C=Concentration, D=Depletion, RM=Reduced Matrix, CS=Covered or Coated Sand Grains. [2]Location: PL=Pore Lining, M=Matrix.

Hydric Soil Indicators: (Applicable to all LRRs, unless otherwise noted.)

- ___ Histosol (A1)
- ___ Histic Epipedon (A2)
- ___ Black Histic (A3)
- ___ Hydrogen Sulfide (A4)
- ___ Depleted Below Dark Surface (A11)
- ___ Thick Dark Surface (A12)
- ___ Sandy Mucky Mineral (S1)
- ___ Sandy Gleyed Matrix (S4)
- ___ Sandy Redox (S5)
- ___ Stripped Matrix (S6)
- ___ Loamy Mucky Mineral (F1) **(except MLRA 1)**
- ___ Loamy Gleyed Matrix (F2)
- ___ Depleted Matrix (F3)
- X Redox Dark Surface (F6)
- ___ Depleted Dark Surface (F7)
- ___ Redox Depressions (F8)

Indicators for Problematic Hydric Soils[3]:

- ___ 2 cm Muck (A10)
- ___ Red Parent Material (TF2)
- ___ Very Shallow Dark Surface (TF12)
- ___ Other (Explain in Remarks)

[3]Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

Restrictive Layer (if present):

Type: cobble

Depth (inches): 20

Hydric Soil Present? Yes X No ___

Remarks: Soil has low matrix and chroma values with distinct redox features.

HYDROLOGY

Wetland Hydrology Indicators:

Primary Indicators (minimum of one required; check all that apply)

- ___ Surface Water (A1)
- ___ High Water Table (A2)
- X Saturation (A3)
- ___ Water Marks (B1)
- ___ Sediment Deposits (B2)
- ___ Drift Deposits (B3)
- ___ Algal Mat or Crust (B4)
- ___ Iron Deposits (B5)
- ___ Surface Soil Cracks (B6)
- ___ Inundation Visible on Aerial Imagery (B7)
- ___ Sparsely Vegetated Concave Surface (B8)
- ___ Water-Stained Leaves (B9) **(except MLRA 1, 2, 4A, and 4B)**
- ___ Salt Crust (B11)
- ___ Aquatic Invertebrates (B13)
- ___ Hydrogen Sulfide Odor (C1)
- ___ Oxidized Rhizospheres along Living Roots (C3)
- ___ Presence of Reduced Iron (C4)
- ___ Recent Iron Reduction in Tilled Soils (C6)
- ___ Stunted or Stressed Plants (D1) **(LRR A)**
- ___ Other (Explain in Remarks)

Secondary Indicators (2 or more required)

- ___ Water-Stained Leaves (B9) **(MLRA 1, 2, 4A, and 4B)**
- ___ Drainage Patterns (B10)
- ___ Dry-Season Water Table (C2)
- ___ Saturation Visible on Aerial Imagery (C9)
- X Geomorphic Position (D2)
- ___ Shallow Aquitard (D3)
- ___ FAC-Neutral Test (D5)
- ___ Raised Ant Mounds (D6) **(LRR A)**
- ___ Frost-Heave Hummocks (D7)

Field Observations:

Surface Water Present? Yes ___ No ___ Depth (inches): ___

Water Table Present? Yes ___ No ___ Depth (inches): ___

Saturation Present? (includes capillary fringe) Yes X No ___ Depth (inches): 18

Wetland Hydrology Present? Yes X No ___

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks: Small flatish bench ~ 2' above base flow of stream

Attachment B: Sample point B (upland) data sheets

Sample point B (upland)

WETLAND DETERMINATION DATA FORM – Western Mountains, Valleys, and Coast Region

Project/Site: North Lindon Mine City/County: Park County Sampling Date: 2019-08-30

Applicant/Owner: State: CO Sampling Point: B

Investigator(s): Jessica Doran Section, Township, Range:

Landform (hillslope, terrace, etc.): toe of fill area Local relief (concave, convex, none): Slight convex Slope (%): —

Subregion (LRR): LRR - E Lat: 39° 17'40.73"N Long: 106°9'4.97" W Datum: WGS84

Soil Map Unit Name: NWI classification: PSSB

Are climatic / hydrologic conditions on the site typical for this time of year? Yes X No ____ (If no, explain in Remarks.)

Are Vegetation X, Soil X, or Hydrology X significantly disturbed? Are "Normal Circumstances" present? Yes X No ____

Are Vegetation ____, Soil ____, or Hydrology ____ naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present?	Yes ____	No ____	**Is the Sampled Area within a Wetland?** Yes ____ No X
Hydric Soil Present?	Yes ____	No X	
Wetland Hydrology Present?	Yes ____	No X	

Remarks: Sample pt. B is at the toe of area filled to create building area for mine related structures. It was likely wetland prior to disturbance but is now upland.

VEGETATION – Use scientific names of plants.

Tree Stratum (Plot size: ____)	Absolute % Cover	Dominant Species?	Indicator Status
1.			
2.			
3.			
4.			
	____ = Total Cover		

Sapling/Shrub Stratum (Plot size: 1x1m)	Absolute % Cover	Dominant Species?	Indicator Status
1. Salix monticola	40	Y	OBL
2.			
3.			
4.			
5.			
	40 = Total Cover		

Herb Stratum (Plot size: 1x1m)	Absolute % Cover	Dominant Species?	Indicator Status
1.			
2. Swertia perennis	5	Y	FACW
3. Achillea millefolium	5	Y	FACU
4. Antennaria corymbosa	5	Y	FAC
5. Ligusticum tenuifolium	5	Y	FACW
6.			
7.			
8.			
9.			
10.			
11.			
	60 = Total Cover		

Woody Vine Stratum (Plot size: ____)	Absolute % Cover	Dominant Species?	Indicator Status
1.			
2.			
	____ = Total Cover		

% Bare Ground in Herb Stratum ____

Dominance Test worksheet:

Number of Dominant Species That Are OBL, FACW, or FAC: 5 (A)

Total Number of Dominant Species Across All Strata: 6 (B)

Percent of Dominant Species That Are OBL, FACW, or FAC: 83% (A/B)

Prevalence Index worksheet:

Total % Cover of:	Multiply by:
OBL species ____	x 1 = ____
FACW species ____	x 2 = ____
FAC species ____	x 3 = ____
FACU species ____	x 4 = ____
UPL species ____	x 5 = ____
Column Totals: ____ (A)	____ (B)

Prevalence Index = B/A = ____

Hydrophytic Vegetation Indicators:

X 1 - Rapid Test for Hydrophytic Vegetation

X 2 - Dominance Test is >50%

___ 3 - Prevalence Index is ≤3.0[1]

___ 4 - Morphological Adaptations[1] (Provide supporting data in Remarks or on a separate sheet)

___ 5 - Wetland Non-Vascular Plants[1]

___ Problematic Hydrophytic Vegetation[1] (Explain)

[1]Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.

Hydrophytic Vegetation Present? Yes X No ____

Remarks: Veg is mix of hydric + upland species. Cover is sparse outside of willow dominated area.

SOIL

Sampling Point: B

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth (inches)	Matrix Color (moist)	Matrix %	Redox Features Color (moist)	Redox %	Type[1]	Loc[2]	Texture	Remarks
10-5	7.5 YR 3/4	90	—	—	—	—	loam	10% mineral
5-0	7.5 YR 2.5/3	80	—	—	—	—	loam	15% roots, 5% mineral

[1]Type: C=Concentration, D=Depletion, RM=Reduced Matrix, CS=Covered or Coated Sand Grains. [2]Location: PL=Pore Lining, M=Matrix.

Hydric Soil Indicators: (Applicable to all LRRs, unless otherwise noted.)

- ___ Histosol (A1)
- ___ Histic Epipedon (A2)
- ___ Black Histic (A3)
- ___ Hydrogen Sulfide (A4)
- ___ Depleted Below Dark Surface (A11)
- ___ Thick Dark Surface (A12)
- ___ Sandy Mucky Mineral (S1)
- ___ Sandy Gleyed Matrix (S4)
- ___ Sandy Redox (S5)
- ___ Stripped Matrix (S6)
- ___ Loamy Mucky Mineral (F1) **(except MLRA 1)**
- ___ Loamy Gleyed Matrix (F2)
- ___ Depleted Matrix (F3)
- ___ Redox Dark Surface (F6)
- ___ Depleted Dark Surface (F7)
- ___ Redox Depressions (F8)

Indicators for Problematic Hydric Soils[3]:

- ___ 2 cm Muck (A10)
- ___ Red Parent Material (TF2)
- ___ Very Shallow Dark Surface (TF12)
- ___ Other (Explain in Remarks)

[3]Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

Restrictive Layer (if present):

Type: cobble

Depth (inches): 10

Hydric Soil Present? Yes ___ No X

Remarks: Soils are result of fill activities in mine activity era.

HYDROLOGY

Wetland Hydrology Indicators:

Primary Indicators (minimum of one required; check all that apply)

- ___ Surface Water (A1)
- ___ High Water Table (A2)
- ___ Saturation (A3)
- ___ Water Marks (B1)
- ___ Sediment Deposits (B2)
- ___ Drift Deposits (B3)
- ___ Algal Mat or Crust (B4)
- ___ Iron Deposits (B5)
- X Surface Soil Cracks (B6)
- ___ Inundation Visible on Aerial Imagery (B7)
- ___ Sparsely Vegetated Concave Surface (B8)
- ___ Water-Stained Leaves (B9) **(except MLRA 1, 2, 4A, and 4B)**
- ___ Salt Crust (B11)
- ___ Aquatic Invertebrates (B13)
- ___ Hydrogen Sulfide Odor (C1)
- ___ Oxidized Rhizospheres along Living Roots (C3)
- ___ Presence of Reduced Iron (C4)
- ___ Recent Iron Reduction in Tilled Soils (C6)
- ___ Stunted or Stressed Plants (D1) **(LRR A)**
- ___ Other (Explain in Remarks)

Secondary Indicators (2 or more required)

- ___ Water-Stained Leaves (B9) **(MLRA 1, 2, 4A, and 4B)**
- ___ Drainage Patterns (B10)
- ___ Dry-Season Water Table (C2)
- ___ Saturation Visible on Aerial Imagery (C9)
- ___ Geomorphic Position (D2)
- ___ Shallow Aquitard (D3)
- ___ FAC-Neutral Test (D5)
- ___ Raised Ant Mounds (D6) **(LRR A)**
- ___ Frost-Heave Hummocks (D7)

Field Observations:

Surface Water Present? Yes ___ No X Depth (inches): ___

Water Table Present? Yes ___ No X Depth (inches): ___

Saturation Present? (includes capillary fringe) Yes ___ No X Depth (inches): ___

Wetland Hydrology Present? Yes ___ No X

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks: The artificially high land does not have apparent water source. Beyond cracking soils, no evidence of wetland hydrology.

DEPARTMENT OF THE ARMY
CORPS OF ENGINEERS, OMAHA DISTRICT
DENVER REGULATORY OFFICE, 9307 SOUTH WADSWORTH BOULEVARD
LITTLETON, COLORADO 80128-6901

February 27, 2020

SUBJECT: Approved Jurisdictional Determination – Corps File No. NWO-2020-00344-DEN, North London Mill Preservation Site, Park County, Colorado

Kate McCoy
North London Mill Preservation, Inc.
Post Office Box [redacted]
Alma, Colorado 80420

Dear Ms. McCoy:

This letter is in reference to the property located at an approximate latitude of 39.294 and longitude of -106.151, in Park County, Colorado. The submittal dated February 19, 2020, consists of a request for an Approved Jurisdictional Determination for the above referenced project. The delineated area located on the subject property has been reviewed in accordance with Section 404 of the Clean Water Act under which the U.S. Army Corps of Engineers regulates the discharge of dredged and fill material, and any excavation activity associated with a dredge and fill project in waters of the United States.

At your request, an Approved Jurisdictional Determination (JD) has been prepared for this project. The JD is attached to this letter. If you are not in agreement with the JD decision, you may request an administrative appeal under regulation 33 CFR 331, by using the attached Appeal Form and Administrative Appeal Process form. The request for appeal must be received within 60 days from the date of this letter. If you would like more information on the jurisdictional appeal process, contact this office. It is not necessary to submit a Request for Appeal if you do not object to the JD.

Mosquito Creek and its abutting wetlands flow directly into the South Platte River, a traditional navigable waterway, to the south/southeast of the project site. Therefore, Mosquito Creek and its abutting wetlands are jurisdictional waters of the U.S. If any work requires the discharge of dredged or fill material, and any excavation associated with a dredged or fill project, either temporary or permanent in Mosquito Creek or its abutting wetlands, this office should be notified by a proponent of the project for Department of the Army permits pursuant to Section 404 of the Clean Water Act.

This JD is valid for a period of five years from the date of this letter, unless new information warrants revisions of the JDs before the expiration date, or unless the Corps has identified, after a possible public notice and comment, that specific geographic

areas with rapidly changing environmental conditions merit re-verification on a more frequent basis.

If there are any questions please feel free to contact Brooke Davis at (303) 979-4120 or by e-mail at Brooke.A.Davis@usace.army.mil, and reference Corps File No. NWO-2020-00344-DEN.

Sincerely,

Kiel Downing
Chief, Denver Regulatory Office

Enclosures:
Figures
Interim Approved Jurisdictional Determination Form (February 20, 2020)
Administrative Appeal Process for Approved Jurisdictional Determinations (February 20, 2020)

Figures

Figure 1: Location of the NoLo study area west of Alma, approximately 6.5 miles up Mosquito Pass Road (County Road 12) from Highway 9.

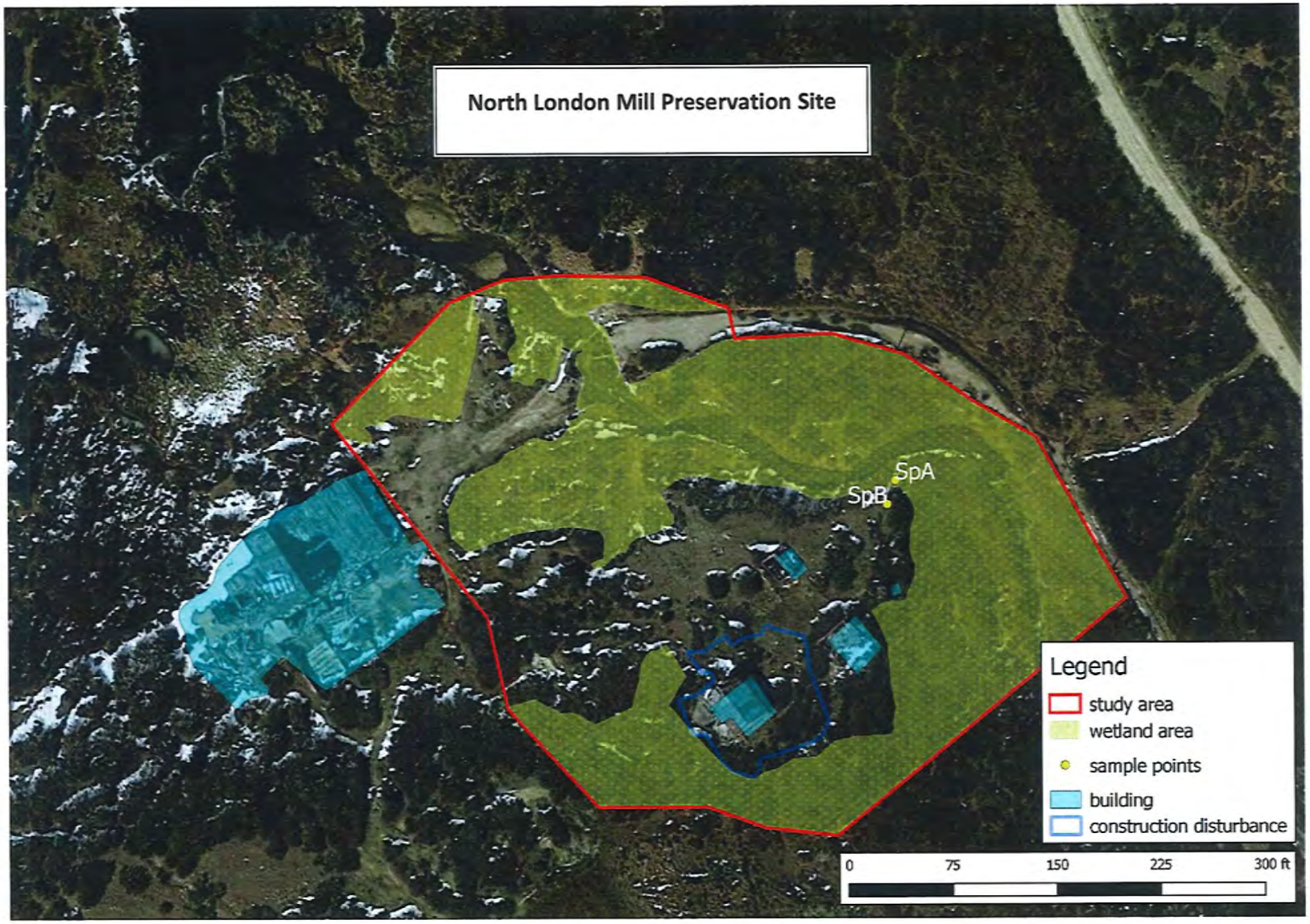

Figure 2: Delineated wetland area, sample points, buildings, and current construction disturbance within the NoLo study area.

APPROVED JURISDICTIONAL DETERMINATION FORM
U.S. Army Corps of Engineers

This form should be completed by following the instructions provided in Section IV of the JD Form Instructional Guidebook.

SECTION I: BACKGROUND INFORMATION

A. REPORT COMPLETION DATE FOR APPROVED JURISDICTIONAL DETERMINATION (JD): February 27, 2020

B. DISTRICT OFFICE, FILE NAME, AND NUMBER: Denver Regulatory Office, North London Mill Preservation Site, NWO-2020-00344-DEN

C. PROJECT LOCATION AND BACKGROUND INFORMATION:

State: Colorado County/parish/borough: Park City:
Center coordinates of site (lat/long in degree decimal format): Lat. 39.294° N, Long. -106.151° W
Universal Transverse Mercator: 400745.33 x 4350034.32; Zone 13N
Name of nearest waterbody: Mosquito Creek
Name of nearest Traditional Navigable Water (TNW) into which the aquatic resource flows: South Platte River
Name of watershed or Hydrologic Unit Code (HUC): HUC8: 10190001-South Platte Headwater

- ☒ Check if map/diagram of review area and/or potential jurisdictional areas is/are available upon request.
- ☐ Check if other sites (e.g., offsite mitigation sites, disposal sites, etc…) are associated with this action and are recorded on a different JD form.

D. REVIEW PERFORMED FOR SITE EVALUATION (CHECK ALL THAT APPLY):

- ☒ Office (Desk) Determination. Date: February 27, 2020
- ☐ Field Determination. Date(s):

SECTION II: SUMMARY OF FINDINGS

A. RHA SECTION 10 DETERMINATION OF JURISDICTION.

There **are not** "*navigable waters of the U.S.*" within Rivers and Harbors Act (RHA) jurisdiction (as defined by 33 CFR part 329) in the review area. [*Required*]

- ☐ Waters subject to the ebb and flow of the tide.
- ☐ Waters are presently used, or have been used in the past, or may be susceptible for use to transport interstate or foreign commerce. Explain: .

B. CWA SECTION 404 DETERMINATION OF JURISDICTION.

There **are** "*waters of the U.S.*" within Clean Water Act (CWA) jurisdiction (as defined by 33 CFR part 328) in the review area.

1. **Waters of the U.S.**
   a. **Indicate presence of waters of U.S. in review area (check all that apply):** [1]
   - ☐ TNWs, including territorial seas
   - ☐ Wetlands adjacent to TNWs
   - ☒ Relatively permanent waters[2] (RPWs) that flow directly or indirectly into TNWs
   - ☐ Non-RPWs that flow directly or indirectly into TNWs
   - ☒ Wetlands directly abutting RPWs that flow directly or indirectly into TNWs
   - ☐ Wetlands adjacent to but not directly abutting RPWs that flow directly or indirectly into TNWs
   - ☐ Wetlands adjacent to non-RPWs that flow directly or indirectly into TNWs
   - ☐ Impoundments of jurisdictional waters
   - ☐ Isolated (interstate or intrastate) waters, including isolated wetlands

   b. **Identify (estimate) size of waters of the U.S. in the review area:**
   Non-wetland waters: 500 linear feet (0.2-acre)
   Wetlands: 2.2 acres

   c. **Limits (boundaries) of jurisdiction** based on:
   Elevation of established OHWM (if known):

2. **Non-regulated waters/wetlands (check if applicable):**[3]
   - ☐ Potentially jurisdictional waters and/or wetlands were assessed within the review area and determined to be not jurisdictional. Explain:

---

[1] Boxes checked below shall be supported by completing the appropriate sections in Section III below.
[2] For purposes of this form, an RPW is defined as a tributary that is not a TNW and that typically flows year-round or has continuous flow at least "seasonally" (e.g., typically 3 months).
[3] Supporting documentation is presented in Section III.F.

SECTION III: CWA ANALYSIS

A. TNWs AND WETLANDS ADJACENT TO TNWs

The agencies will assert jurisdiction over TNWs and wetlands adjacent to TNWs. If the aquatic resource is a TNW, complete Section III.A.1 and Section III.D.1. only; if the aquatic resource is a wetland adjacent to a TNW, complete Sections III.A.1 and 2 and Section III.D.1.; otherwise, see Section III.B below.

1. TNW
Identify TNW:

Summarize rationale supporting determination:

2. Wetland adjacent to TNW
Summarize rationale supporting conclusion that wetland is "adjacent":

B. CHARACTERISTICS OF TRIBUTARY (THAT IS NOT A TNW) AND ITS ADJACENT WETLANDS (IF ANY):

This section summarizes information regarding characteristics of the tributary and its adjacent wetlands, if any, and it helps determine whether or not the standards for jurisdiction established under *Rapanos* have been met.

The agencies will assert jurisdiction over non-navigable tributaries of TNWs where the tributaries are "relatively permanent waters" (RPWs), i.e. tributaries that typically flow year-round or have continuous flow at least seasonally (e.g., typically 3 months). A wetland that directly abuts an RPW is also jurisdictional. If the aquatic resource is not a TNW, but has year-round (perennial) flow, skip to Section III.D.2. If the aquatic resource is a wetland directly abutting a tributary with perennial flow, skip to Section III.D.4.

A wetland that is adjacent to but that does not directly abut an RPW requires a significant nexus evaluation. Corps districts and EPA regions will include in the record any available information that documents the existence of a significant nexus between a relatively permanent tributary that is not perennial (and its adjacent wetlands if any) and a traditional navigable water, even though a significant nexus finding is not required as a matter of law.

If the waterbody[4] is not an RPW, or a wetland directly abutting an RPW, a JD will require additional data to determine if the waterbody has a significant nexus with a TNW. If the tributary has adjacent wetlands, the significant nexus evaluation must consider the tributary in combination with all of its adjacent wetlands. This significant nexus evaluation that combines, for analytical purposes, the tributary and all of its adjacent wetlands is used whether the review area identified in the JD request is the tributary, or its adjacent wetlands, or both. If the JD covers a tributary with adjacent wetlands, complete Section III.B.1 for the tributary, Section III.B.2 for any onsite wetlands, and Section III.B.3 for all wetlands adjacent to that tributary, both onsite and offsite. The determination whether a significant nexus exists is determined in Section III.C below.

1. Characteristics of non-TNWs that flow directly or indirectly into TNW

(i) General Area Conditions:
Watershed size: 4,165 square miles
Drainage area: 1,620 square miles
Average annual rainfall: 15 inches
Average annual snowfall: 30 inches

(ii) Physical Characteristics:
(a) Relationship with TNW:
☒ Tributary flows directly into TNW.
☐ Tributary flows through **Pick List** tributaries before entering TNW.

Project waters are **5-10** river miles from TNW.
Project waters are **1 (or less)** river miles from RPW.
Project waters are **2-5** aerial (straight) miles from TNW.
Project waters are **1 (or less)** aerial (straight) miles from RPW.
Project waters cross or serve as state boundaries. Explain: No, Mosquito Creek is entirely intrastate.

Identify flow route to TNW[5]: Mosquito Creek (RPW) flows to the south/southeast and directly discharges to the South Platte River (TNW) approximately 4.5miles southeast of the review area.

[4] Note that the Instructional Guidebook contains additional information regarding swales, ditches, washes, and erosional features generally and in the arid West.
[5] Flow route can be described by identifying, e.g., tributary a, which flows through the review area, to flow into tributary b, which then flows into TNW.

Tributary stream order, if known:

(b) General Tributary Characteristics (check all that apply):

Tributary is:
- ☒ Natural
- ☐ Artificial (man-made). Explain:
- ☐ Manipulated (man-altered). Explain:

Tributary properties with respect to top of bank (estimate):
Average width: 15 feet
Average depth: 4 feet
Average side slopes: 3:1 **.**

Primary tributary substrate composition (check all that apply):

☐ Silts	☒ Sands	☐ Concrete
☒ Cobbles	☒ Gravel	☐ Muck
☐ Bedrock	☐ Vegetation. Type/% cover:	
☐ Other. Explain:		

Tributary condition/stability [e.g., highly eroding, sloughing banks]. Explain: The banks are stable-little to no erosion- and a riparian wetland corridor is present. The floodplain is connected and primarily consistent of a wetland/wetland riparian bench. A portion of the review area has been filled for the construction of building pads, which is slightly constrictive, but the review area remains mostly untouched.
Presence of run/riffle/pool complexes. Explain:
Tributary geometry: Meandering
Tributary gradient (approximate average slope): 0.5-1%

(c) Flow:
Tributary provides for: Seasonal flow; the flow is perennial in this channel
Estimate average number of flow events in review area/year: **2-5**
Describe flow regime: The channel is perennial, but seasonal runoff during snowmelt and storm events occurs.
Other information on duration and volume:

Surface flow is: Discrete**.** Characteristics:

Subsurface flow: **Unknown**. Explain findings:
- ☐ Dye (or other) test performed:

Tributary has (check all that apply):
- ☒ Bed and banks
- ☒ OHWM[6] (check all indicators that apply):

☒ clear, natural line impressed on the bank	☐ the presence of litter and debris
☒ changes in the character of soil	☐ destruction of terrestrial vegetation
☐ shelving	☐ the presence of wrack line
☐ vegetation matted down, bent, or absent	☐ sediment sorting
☐ leaf litter disturbed or washed away	☐ scour
☐ sediment deposition	☐ multiple observed or predicted flow events
☐ water staining	☐ abrupt change in plant community
☐ other (list):	

- ☐ Discontinuous OHWM.[7] Explain:

If factors other than the OHWM were used to determine lateral extent of CWA jurisdiction (check all that apply):

☐ High Tide Line indicated by:	☐ Mean High Water Mark indicated by:
☐ oil or scum line along shore objects	☐ survey to available datum;
☐ fine shell or debris deposits (foreshore)	☐ physical markings;
☐ physical markings/characteristics	☐ vegetation lines/changes in vegetation types.
☐ tidal gauges	
☐ other (list):	

(iii) Chemical Characteristics:
Characterize tributary (e.g., water color is clear, discolored, oily film; water quality; general watershed characteristics, etc.). Explain: The water appeared clear with no visible pollutants noted.

[6]A natural or man-made discontinuity in the OHWM does not necessarily sever jurisdiction (e.g., where the stream temporarily flows underground, or where the OHWM has been removed by development or agricultural practices). Where there is a break in the OHWM that is unrelated to the waterbody's flow regime (e.g., flow over a rock outcrop or through a culvert), the agencies will look for indicators of flow above and below the break.
[7]Ibid.

Identify specific pollutants, if known: Unknown; Mosquito Creek is not a 303(d) listed stream, nor were any visible pollutants noted.

(iv) Biological Characteristics. Channel supports (check all that apply):

☒ Riparian corridor. Characteristics (type, average width): Palustrine emergent and scrub shrub wetlands comprise the riparian corridor throughout the review area. The riparian corridor is generally confined within the valley floor.

☒ Wetland fringe. Characteristics: Palustrine emergent and scrub shrub wetlands comprise the riparian and connected floodplain throughout the review area.

☒ Habitat for:

☐ Federally Listed species. Explain findings:

☐ Fish/spawn areas. Explain findings:

☒ Other environmentally-sensitive species. Explain findings: State-listed species, such as boreal toad (*Bufo boreas boreas*), would occupy this type of habitat, and use this area for foraging and as a water source.

☒ Aquatic/wildlife diversity. Explain findings: Aquatic life and wildlife would occupy this habitat, and use this area for foraging and a water source.

2. Characteristics of wetlands adjacent to non-TNW that flow directly or indirectly into TNW

(i) Physical Characteristics:

(a) General Wetland Characteristics:

Properties:

Wetland size:

Wetland type. Explain:

Wetland quality. Explain:

Project wetlands cross or serve as state boundaries. Explain:

(b) General Flow Relationship with Non-TNW:

Flow is: **Pick List**. Explain:

Surface flow is**: Pick List**

Characteristics:

Subsurface flow: **Pick List**. Explain findings:

☐ Dye (or other) test performed:

(c) Wetland Adjacency Determination with Non-TNW:

☐ Directly abutting

☐ Not directly abutting

☐ Discrete wetland hydrologic connection. Explain:

☐ Ecological connection. Explain:

☐ Separated by berm/barrier. Explain:

(d) Proximity (Relationship) to TNW

Project wetlands are **Pick List** river miles from TNW.

Project waters are **Pick List** aerial (straight) miles from TNW.

Flow is from: **Pick List.**

Estimate approximate location of wetland as within the **Pick List** floodplain.

(ii) Chemical Characteristics:

Characterize wetland system (e.g., water color is clear, brown, oil film on surface; water quality; general watershed characteristics; etc.). Explain:

Identify specific pollutants, if known:

(iii) Biological Characteristics. Wetland supports (check all that apply):

☐ Riparian buffer. Characteristics (type, average width):

☐ Vegetation type/percent cover. Explain:

☐ Habitat for:

☐ Federally Listed species. Explain findings:

☐ Fish/spawn areas. Explain findings:

☐ Other environmentally-sensitive species. Explain findings:

☐ Aquatic/wildlife diversity. Explain findings:

3. Characteristics of all wetlands adjacent to the tributary (if any)

All wetland(s) being considered in the cumulative analysis: 1

Approximately (2.2) acres in total are being considered in the cumulative analysis.

For each wetland, specify the following:

Directly abuts? (Y/N)	Size (in acres)	Directly abuts? (Y/N)	Size (in acres)
Y	2.2		

Summarize overall biological, chemical and physical functions being performed: The wetlands within the review area perform functions including providing habitat for wildlife species, flood attenuation, and pollutant control.

C. SIGNIFICANT NEXUS DETERMINATION

A significant nexus analysis will assess the flow characteristics and functions of the tributary itself and the functions performed by any wetlands adjacent to the tributary to determine if they significantly affect the chemical, physical, and biological integrity of a TNW. For each of the following situations, a significant nexus exists if the tributary, in combination with all of its adjacent wetlands, has more than a speculative or insubstantial effect on the chemical, physical and/or biological integrity of a TNW. Considerations when evaluating significant nexus include, but are not limited to the volume, duration, and frequency of the flow of water in the tributary and its proximity to a TNW, and the functions performed by the tributary and all its adjacent wetlands. It is not appropriate to determine significant nexus based solely on any specific threshold of distance (e.g. between a tributary and its adjacent wetland or between a tributary and the TNW). Similarly, the fact an adjacent wetland lies within or outside of a floodplain is not solely determinative of significant nexus.

Draw connections between the features documented and the effects on the TNW, as identified in the *Rapanos* Guidance and discussed in the Instructional Guidebook. Factors to consider include, for example:

- Does the tributary, in combination with its adjacent wetlands (if any), have the capacity to carry pollutants or flood waters to TNWs, or to reduce the amount of pollutants or flood waters reaching a TNW?
- Does the tributary, in combination with its adjacent wetlands (if any), provide habitat and lifecycle support functions for fish and other species, such as feeding, nesting, spawning, or rearing young for species that are present in the TNW?
- Does the tributary, in combination with its adjacent wetlands (if any), have the capacity to transfer nutrients and organic carbon that support downstream foodwebs?
- Does the tributary, in combination with its adjacent wetlands (if any), have other relationships to the physical, chemical, or biological integrity of the TNW?

Note: the above list of considerations is not inclusive and other functions observed or known to occur should be documented below:

1. **Significant nexus findings for non-RPW that has no adjacent wetlands and flows directly or indirectly into TNWs.** Explain findings of presence or absence of significant nexus below, based on the tributary itself, then go to Section III.D:

2. **Significant nexus findings for non-RPW and its adjacent wetlands, where the non-RPW flows directly or indirectly into TNWs.** Explain findings of presence or absence of significant nexus below, based on the tributary in combination with all of its adjacent wetlands, then go to Section III.D: .

3. **Significant nexus findings for wetlands adjacent to an RPW but that do not directly abut the RPW.** Explain findings of presence or absence of significant nexus below, based on the tributary in combination with all of its adjacent wetlands, then go to Section III.D:

D. DETERMINATIONS OF JURISDICTIONAL FINDINGS. THE SUBJECT WATERS/WETLANDS ARE (CHECK ALL THAT APPLY):

1. **TNWs and Adjacent Wetlands.** Check all that apply and provide size estimates in review area:
   ☐ TNWs: Or, acres.
   ☐ Wetlands adjacent to TNWs: acres.

2. **RPWs that flow directly or indirectly into TNWs.**
   ☒ Tributaries of TNWs where tributaries typically flow year-round are jurisdictional. Provide data and rationale indicating that tributary is perennial: The section of Mosquito Creek within the review are always maintains a minimal baseflow year round. In addition, this stream is identified as a blueline perennial stream on the topographic quadrangle map.

   ☐ Tributaries of TNW where tributaries have continuous flow "seasonally" (e.g., typically three months each year) are jurisdictional. Data supporting this conclusion is provided at Section III.B. Provide rationale indicating that tributary flows seasonally:

Provide estimates for jurisdictional waters in the review area (check all that apply):
☒ Tributary waters: 500 linear feet width: 15 feet
☐ Other non-wetland waters:
Identify type(s) of waters:

3. **Non-RPWs[8] that flow directly or indirectly into TNWs.**
☐ Waterbody that is not a TNW or an RPW, but flows directly or indirectly into a TNW, and it has a significant nexus with a TNW is jurisdictional. Data supporting this conclusion is provided at Section III.C.

Provide estimates for jurisdictional waters within the review area (check all that apply):
☐ Tributary waters: linear feet width (ft).
☐ Other non-wetland waters: acres.
Identify type(s) of waters:

4. **Wetlands directly abutting an RPW that flow directly or indirectly into TNWs.**
☒ Wetlands directly abut RPW and thus are jurisdictional as adjacent wetlands.
☒ Wetlands directly abutting an RPW where tributaries typically flow year-round. Provide data and rationale indicating that tributary is perennial in Section III.D.2, above. Provide rationale indicating that wetland is directly abutting an RPW: The wetland boundaries physically touch Mosquito Creek. Therefore, they abut Mosquito Creek.

☐ Wetlands directly abutting an RPW where tributaries typically flow "seasonally." Provide data indicating that tributary is seasonal in Section III.B and rationale in Section III.D.2, above. Provide rationale indicating that wetland is directly abutting an RPW:

Provide acreage estimates for jurisdictional wetlands in the review area:
Non-wetland waters:
Wetlands: 2.2 acres

5. **Wetlands adjacent to but not directly abutting an RPW that flow directly or indirectly into TNWs.**
☐ Wetlands that do not directly abut an RPW, but when considered in combination with the tributary to which they are adjacent and with similarly situated adjacent wetlands, have a significant nexus with a TNW are jurisidictional. Data supporting this conclusion is provided at Section III.C.

Provide acreage estimates for jurisdictional wetlands in the review area:

6. **Wetlands adjacent to non-RPWs that flow directly or indirectly into TNWs.**
☐ Wetlands adjacent to such waters, and have when considered in combination with the tributary to which they are adjacent and with similarly situated adjacent wetlands, have a significant nexus with a TNW are jurisdictional. Data supporting this conclusion is provided at Section III.C.

Provide estimates for jurisdictional wetlands in the review area:

7. **Impoundments of jurisdictional waters.[9]**
As a general rule, the impoundment of a jurisdictional tributary remains jurisdictional.
☐ Demonstrate that impoundment was created from "waters of the U.S.," or
☐ Demonstrate that water meets the criteria for one of the categories presented above (1-6), or
☐ Demonstrate that water is isolated with a nexus to commerce (see E below).

E. ISOLATED [INTERSTATE OR INTRA-STATE] WATERS, INCLUDING ISOLATED WETLANDS, THE USE, DEGRADATION OR DESTRUCTION OF WHICH COULD AFFECT INTERSTATE COMMERCE, INCLUDING ANY SUCH WATERS (CHECK ALL THAT APPLY):[10]
☐ which are or could be used by interstate or foreign travelers for recreational or other purposes.
☐ from which fish or shellfish are or could be taken and sold in interstate or foreign commerce.
☐ which are or could be used for industrial purposes by industries in interstate commerce.

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[8] See Footnote # 3.
[9] To complete the analysis refer to the key in Section III.D.6 of the Instructional Guidebook.
[10] Prior to asserting or declining CWA jurisdiction based solely on this category, Corps Districts will elevate the action to Corps and EPA HQ for review consistent with the process described in the Corps/EPA *Memorandum Regarding CWA Act Jurisdiction Following Rapanos.*

☐ Interstate isolated waters. Explain:
☐ Other factors. Explain:

Identify water body and summarize rationale supporting determination:

Provide estimates for jurisdictional waters in the review area (check all that apply):
☐ Tributary waters: linear feet width (ft).
☐ Other non-wetland waters:
Identify type(s) of waters:
☐ Wetlands: acres.

F. NON-JURISDICTIONAL WATERS, INCLUDING WETLANDS (CHECK ALL THAT APPLY):
☐ If potential wetlands were assessed within the review area, these areas did not meet the criteria in the 1987 Corps of Engineers Wetland Delineation Manual and/or appropriate Regional Supplements.
☐ Review area included isolated waters with no substantial nexus to interstate (or foreign) commerce.
☐ Prior to the Jan 2001 Supreme Court decision in "*SWANCC*," the review area would have been regulated based solely on the "Migratory Bird Rule" (MBR).

☐ Waters do not meet the "Significant Nexus" standard, where such a finding is required for jurisdiction. Explain:
☐ Other: (explain, if not covered above):

Provide acreage estimates for non-jurisdictional waters in the review area, where the sole potential basis of jurisdiction is the MBR factors (i.e., presence of migratory birds, presence of endangered species, use of water for irrigated agriculture), using best professional judgment (check all that apply):
☐ Non-wetland waters (i.e., rivers, streams): linear feet width (ft).
☐ Lakes/ponds: acres.
☐ Other non-wetland waters: acres. List type of aquatic resource:
☐ Wetlands: acres.

Provide acreage estimates for non-jurisdictional waters in the review area that do not meet the "Significant Nexus" standard, where such a finding is required for jurisdiction (check all that apply):
☐ Non-wetland waters (i.e., rivers, streams): linear feet, width (ft).
☐ Lakes/ponds: acres.
☐ Other non-wetland waters: acres. List type of aquatic resource:
☐ Wetlands: acres.

SECTION IV: DATA SOURCES.

A. SUPPORTING DATA. Data reviewed for JD (check all that apply - checked items shall be included in case file and, where checked and requested, appropriately reference sources below):
☒ Maps, plans, plots or plat submitted by or on behalf of the applicant/consultant: *Wetland Boundary Delineation for North London Mill Preservation Site*, prepared by EcoMetrics, LLC, dated October 21, 2019.
☒ Data sheets prepared/submitted by or on behalf of the applicant/consultant.
☒ Office concurs with data sheets/delineation report.
☐ Office does not concur with data sheets/delineation report.
☐ Data sheets prepared by the Corps:
☐ Corps navigable waters' study:
☒ U.S. Geological Survey Hydrologic Atlas:
☐ USGS NHD data.
☒ USGS 8 and 12 digit HUC maps. HUC8: 10190001-South Platte Headwater
☒ U.S. Geological Survey map(s). Cite scale & quad name: 1:24,000 – Climax
☐ USDA Natural Resources Conservation Service Soil Survey. Citation:
☐ National wetlands inventory map(s). Cite name:
☐ State/Local wetland inventory map(s):
☐ FEMA/FIRM maps:
☐ 100-year Floodplain Elevation is: (National Geodectic Vertical Datum of 1929)
☒ Photographs: ☒ Aerial (Name & Date): Google Earth, 1999-2017
or ☒ Other (Name & Date): Site photographs by Corps and consultant
☐ Previous determination(s). File no. and date of response letter:
☒ Applicable/supporting case law: Rapanos and Carabell cases.
☐ Applicable/supporting scientific literature:
☐ Other information (please specify):

NOTIFICATION OF ADMINISTRATIVE APPEAL OPTIONS AND PROCESS AND REQUEST FOR APPEAL

Applicant: Kate McCoy	File Number: NWO-2020-00344-DEN	Date: February 27, 2020
Attached is:		See Section below
	INITIAL PROFFERED PERMIT (Standard Permit or Letter of permission)	A
	PROFFERED PERMIT (Standard Permit or Letter of permission)	B
	PERMIT DENIAL	C
X	APPROVED JURISDICTIONAL DETERMINATION	D
	PRELIMINARY JURISDICTIONAL DETERMINATION	E

SECTION I - The following identifies your rights and options regarding an administrative appeal of the above decision. Additional information may be found in Corps regulations at 33 CFR Part 331, or at http://www.usace.army.mil/Missions/CivilWorks/RegulatoryProgramandPermits/FederalRegulation.aspx

A: INITIAL PROFFERED PERMIT: You may accept or object to the permit.

- ACCEPT: If you received a Standard Permit, you may sign the permit document and return it to the district engineer for final authorization. If you received a Letter of Permission (LOP), you may accept the LOP and your work is authorized. Your signature on the Standard Permit or acceptance of the LOP means that you accept the permit in its entirety, and waive all rights to appeal the permit, including its terms and conditions, and approved jurisdictional determinations associated with the permit.

- OBJECT: If you object to the permit (Standard or LOP) because of certain terms and conditions therein, you may request that the permit be modified accordingly. You must complete Section II of this form and return the form to the district engineer. Your objections must be received by the district engineer within 60 days of the date of this notice, or you will forfeit your right to appeal the permit in the future. Upon receipt of your letter, the district engineer will evaluate your objections and may: (a) modify the permit to address all of your concerns, (b) modify the permit to address some of your objections, or (c) not modify the permit having determined that the permit should be issued as previously written. After evaluating your objections, the district engineer will send you a proffered permit for your reconsideration, as indicated in Section B below.

B: PROFFERED PERMIT: You may accept or appeal the permit

- ACCEPT: If you received a Standard Permit, you may sign the permit document and return it to the district engineer for final authorization. If you received a Letter of Permission (LOP), you may accept the LOP and your work is authorized. Your signature on the Standard Permit or acceptance of the LOP means that you accept the permit in its entirety, and waive all rights to appeal the permit, including its terms and conditions, and approved jurisdictional determinations associated with the permit.

- APPEAL: If you choose to decline the proffered permit (Standard or LOP) because of certain terms and conditions therein, you may appeal the declined permit under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

C: PERMIT DENIAL: You may appeal the denial of a permit under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

D: APPROVED JURISDICTIONAL DETERMINATION: You may accept or appeal the approved JD or provide new information.

- ACCEPT: You do not need to notify the Corps to accept an approved JD. Failure to notify the Corps within 60 days of the date of this notice, means that you accept the approved JD in its entirety, and waive all rights to appeal the approved JD.

- APPEAL: If you disagree with the approved JD, you may appeal the approved JD under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

E: PRELIMINARY JURISDICTIONAL DETERMINATION: You do not need to respond to the Corps regarding the preliminary JD. The Preliminary JD is not appealable. If you wish, you may request an approved JD (which may be appealed), by contacting the Corps district for further instruction. Also you may provide new information for further consideration by the Corps to reevaluate the JD.

SECTION II - REQUEST FOR APPEAL or OBJECTIONS TO AN INITIAL PROFFERED PERMIT

REASONS FOR APPEAL OR OBJECTIONS: (Describe your reasons for appealing the decision or your objections to an initial proffered permit in clear concise statements. You may attach additional information to this form to clarify where your reasons or objections are addressed in the administrative record.)

ADDITIONAL INFORMATION: The appeal is limited to a review of the administrative record, the Corps memorandum for the record of the appeal conference or meeting, and any supplemental information that the review officer has determined is needed to clarify the administrative record. Neither the appellant nor the Corps may add new information or analyses to the record. However, you may provide additional information to clarify the location of information that is already in the administrative record.

POINT OF CONTACT FOR QUESTIONS OR INFORMATION:

If you have questions regarding this decision and/or the appeal process you may contact:
US Army Corps of Engineers, Denver Regulatory Office
Attn: Kiel Downing, Chief
9307 S. Wadsworth Blvd
Littleton, CO 80128 Telephone (303) 979-4120
Kiel.G.Downing@usace.army.mil

If you only have questions regarding the appeal process you may also contact:
US Army Corps of Engineers, Northwestern Division
Attn: Melinda Larsen, Regulatory Appeals Review Officer
1201 NE Lloyd Blvd Ste 400
Portland, OR 97232-1257 Telephone (503) 808-3888
Melinda.M.Larsen@usace.army.mil

RIGHT OF ENTRY: Your signature below grants the right of entry to Corps of Engineers personnel, and any government consultants, to conduct investigations of the project site during the course of the appeal process. You will be provided a 15 day notice of any site investigation, and will have the opportunity to participate in all site investigations.

_____ Signature of appellant or agent.	Date:	Telephone number:

BARGAIN AND SALE DEED

KNOW ALL BY THESE PRESENTS, that London Mine Limited Liability Company, a Colorado limited liability company (Grantor), whose legal address is 5575 South Monaco Street, Greenwood Village, Colorado 80111, for the consideration of the sum of Ten Dollars (U.S. $10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby sells and conveys unto MineWater Finance LLC, a Colorado limited liability company (Grantee), whose legal address is 10924 Leroy Drive, Northglenn, Colorado 80233, all right, title and interest which the Grantor has in the real property, together with improvements, if any, and all mineral interests, all as described on attached Exhibit A, with all appurtenances.

SIGNED this 22 day of November, 2016.

LONDON MINE LIMITED LIABILITY COMPANY,
a Colorado limited liability company

By: Judith Anne Meyer
Judith Anne Meyer, as Manager in her capacity as Personal Representative of the Estate of Benjamin Lee Wright, Jr., a/k/a Ben L. Wright, Jr., a/k/a Ben L. Wright, deceased

STATE OF COLORADO)
CITY &) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 18th day of November, 2016, by Judith Anne Meyer, as Manager in her capacity as Personal Representative of the Estate of Benjamin Lee Wright, Jr., a/k/a Ben L. Wright, Jr., a/k/a Ben L. Wright, deceased, of London Mine Limited Liability Company, a Colorado limited liability company.

Witness my hand and seal.

My commission expires: _____

Patricia H. Burkholder
Notary Public

PATRICIA H. BURKHOLDER
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20124044217
MY COMMISSION EXPIRES 07/19/2020

After recording, return to:

MineWater Finance LLC, c/o
Stephen Bain, WELBORN SULLIVAN MECK & TOOLEY, PC, 1125-17th St, Ste 2200, Denver, CO 80202; Tel: 303.830.2500

EXHIBIT A

Parcel 1:
The following mining claims, each being as defined and limited by its patent:
Reconstruction LMC U.S. Survey 18430,
Ophir, LMC U.S. Survey 1835,
Comstock LMC U.S. Survey 2811,
Jerome B. Chafee LMC U.S. Survey 2457,
Grimsby LMC U.S. Survey 2812,
Genevieve, U.S. Survey #17904;
Fraction, U.S. Survey #18430;
Flora A, U.S. Survey #18430;
Ohio, U.S. Survey #20390;
Ibex, U.S. Survey #20248;
Huron, U.S. Survey #1998;
50% interest in the American, U.S. Survey #1997, Below the level of the London Water Tunnel;
County of Park, State of Colorado.

Parcel 2:
The following mining claims, each being as defined and limited by its patent:
An undivided 1/8 interest in Little Champion LMC #4416,
An undivided 1/2 interest in Emma LMC #18966,
An undivided 1/2 interest in Vanderbilt LMC #18966,
An undivided 1/2 interest in Pocohontas LMC #18966,
All of Nova Scotia LMC #9836,
An undivided 1/2 interest in American Eagle LMC #2779
County of Park, State of Colorado.

Parcel 3:
The following mining claims, each being as defined and limited by its patent:
33.33 % interest in Michigan #1, MS #15373 (Schedule # 91365), as conveyed in Treasurer's Deed recorded May 20, 2010 at Reception No. 671062.
County of Park, State of Colorado.

Parcel 4:
The following mining claims, each being as defined and limited by its patent:
A 50% interest in Bob, MS# 18571 (Schedule #91612), as conveyed in Treasurer's Deed recorded April 23, 2009 at Reception No. 661135.
A 33.33% interest in Copperhead MS #16912 (Schedule #91513), as conveyed in Treasurer's Deed recorded April 23, 2009 at Reception No. 661134.
County of Park, State of Colorado.

Parcel 5:
The following mining claims, each being as defined and limited by its patent:
The Horseshoe, LMC, U.S. Survey #3900, Below the level of the London Water Tunnel;
The Anderson LMC, U.S. Survey # 19638, Below the level of the London Water Tunnel;
The Key U.S. Survey #1457;
The Joe Dandy Lode Mining Claim , U.S. Survey #8270B;
The Frisbee Placer Mining Claim, U.S. Survey #1161;
The Lehigh Valley Placer, more particularly described in Patent recorded in Book 56 at Page 119;
75% interest of The Waterfall, U.S. Survey #15591;
75% interest of The Crisis Placer, U.S. Survey #15660;
The Westerly part of the W1/4 of Goldslide; U.S. Survey #13224 as described in Book 168 at Page 34;
An undivided 2/3 interest in the East 3/4ths of the Goldslide Placer, U.S. Survey #13224;

The Accomodation, U.S Survey #12478;
The Oliver Twist, U.S. Survey #12478;
The Aetna, U.S. Survey #2091;
The Agnes, U.S. Survey #4982;
33.33% interest in The AJV #1, U.S. Survey #20247
33.33% interest in The AJV #1, U.S. Survey #20247;
33.33% interest in The AJV #2, U.S. Survey #20247;
33.33% interest in The AJV #2, U.S. Survey #20247;
33.33% interest in The AJV #4, U.S. Survey #20247;
33.33% interest in The AJV #4, U.S. Survey #20247;
The Albany, U.S. Survey #15522;
The St. Johns, U.S. Survey #15522;
The Ant Hill #1, U.S. Survey #3403;
The Ant Hill #2, U.S. Survey #3404;
The Ant Hill #3, U.S. Survey #3405;
The Eclipse, U.S. Survey #175;
The Mother, U.S. Survey #204, Below the level of the London Water Tunnel;
66.66% interest in The Keystone, U.S. Survey # 272;
The Champaign, U.S. Survey #646;
The Little Corinne, U.S. Survey #1029;
The Baltic Lode, U.S. Survey # 1211;
The Jacobs Wonder, U.S. Survey # 1394;
The Wonderful, U.S. Survey #1395;
The Imperial, U.S. Survey #1641;
The Ajax, U.S. Survey #1650;
The Souvenir, U.S. Survey #1651;
The South End, U.S. Survey #1733;
The Tunnel, U.S. Survey #1734;
The Henry D, U.S. Survey #1735;
33.33% interest in The Shovel, U.S. Survey #1740;
The Hugo, U.S. Survey #1846;
The BFD, U.S. Survey #1858;
The Venus, U.S. Survey # 2062;
The Hidden Treasure, U.S. Survey #2092;
The Pick, U.S. Survey #2093;
The Three Brothers, U.S. Survey #2102A;
The Three Brothers Mill Site, U.S. Survey #2102B;
The Silverstar, U.S. Survey #2190;
The Sunny South, U.S. Survey #2606;
The Lone Star, U.S. Survey #2774;
The Tip Top, U.S. Survey #2928;
The Iola, U.S. Survey #2929;
The Coney, U.S. Survey #3371;
The Mohawk, U.S. Survey #3561;
The Found Out, U.S. Survey #3628;
The Cliff, U.S. Survey #3817;
The Triangle, U.S. Survey #3818;
The Edna, U.S. Survey #3926;
The SM, U.S. Survey #4022;
The Emma Nevada, U.S. Survey #4348;
The Fanny, U.S. Survey #4490;
The Grand Prize, U.S. Survey #4670;
The Redman, U.S. Survey #5828;
The Lillie Langtry, U.S. Survey #5918;
The Jo Dandy, U.S. Survey #6518;

The June, U.S. Survey #6534;
The Maumee, U.S. Survey #7678;
The London, U.S. Survey #8270B;
66.66% interest in The Michigan 1, U.S. Survey #15373 as described in Book 66 at Page 27;
66.66% interest in The Michigan 2, U.S. Survey #15373 as described in Book 66 at Page 27;
The Michigan 2, U.S. Survey #15373, less that part described in Book 66 at Page 27;
33.33% interest of The Michigan 2, U.S. Survey 15373, as described in Book 66 at Page 27;
66.66% interest of The Michigan 3, U.S. Survey #15373, as described in Book 66 at Page 27;
The Michigan 4, U.S. Survey #15373;
The Michigan 5, U.S. Survey #15373;
The Michigan 6, U.S. Survey #15373;
83.33% of The Michigan 7, U.S. Survey #15373;
83.33% of The Michigan 8, U.S. Survey #15373;
The Aspen 1, U.S. Survey #15384;
The Aspen 2, U.S. Survey #15384;
75% interest of The Big Sacramento, U.S. Survey #15456;
75% interest of Bed Rock, U.S. Survey #15591;
50% interest of The Jewett Placer, U.S. Survey #15627;
25% interest of The Doctor, U.S. Survey #15749;
25% interest of The Doctor #2, U.S. Survey# 15749;
The Harold, U.S. Survey #15957, Below the level of the London Water Tunnel;
The Glen Isle, U.S. Survey #16011;
The Twin Brothers, U.S. Survey #16912;
The Miners Hope, U.S. Survey #16912;
66.66% interest in The Copperhead, U.S. Survey #16912;
The Clipper, U.S. Survey #17024;
50% interest in The Grey Eagle, U.S. Survey #17392;
The Clipper #2, U.S. Survey #17514;
The Camilla, U.S. Survey #17782;
The Birgen, U.S. Survey #17782;
The Pisgah, U.S. Survey #17782;
The Sweet Annie, U.S. Survey #17782;
The Rattler, U.S. Survey #17782;
The Dinero, U.S. Survey #17904;
The Oil City, U.S. Survey #17904;
The Wealth, U.S. Survey #17935, Except any portion in conflict with the Prince Oscar MS#17935;
The Vulcan, U.S. Survey #17935, Except any portion in conflict with the Prince Oscar MS#17935 ;
The Dewey Mine, U.S. Survey #18022;
The Helen Gould #1, U.S. Survey #18053, Below the level of the London Water Tunnel;
The Gold Smith, U.S. Survey #18053, Below the level of the London Water Tunnel;
The Rockslide, U.S. Survey #18425;
The Pine Tree, U.S. Survey #18426;
The Dot, U.S. Survey #18426;
The Miami, U.S. Survey #18426;
50% of The Bob, U.S. Survey #18571;
50% of The Bun, U.S. Survey #18571;
The California, U.S. Survey #18578;
The California #2, U.S. Survey #18578;
The Pawnee, U.S. Survey #19647, Below the level of the London Water Tunnel;
The Commission, U.S. Survey #19647;
The Independent, U.S. Survey #19647; Below the level of the London Water Tunnel;
The Little Newton, U.S. Survey #19926;
The Betty Mill Site, U.S. Survey #19973;
The Emma Nevada Fraction, U.S. Survey #20510;
The Cabin, U.S. Survey #20511;

The Michigan #1, U.S. Survey #20511;
The Michigan #2, U.S. Survey #20511;
The Sunbonnet #1, U.S. Survey #20511;
The Sunbonnet #2, U.S. Survey #20511;
The Washington, U.S. Survey #20592;
The London 1, U.S. Survey #20593;
The London 2, U.S. Survey #20593;
The London, U.S. Survey #206;
The Paris, U.S. Survey #205;
The Venture, U.S. Survey #7405;
The Hard To Beat, U.S. Survey #207;
The Minnesota, U.S. Survey #3301;
The Wisconsin, U.S. Survey #2601;
The Easton, U.S. Survey #17328;
The Senator Patterson, U.S. Survey #17327;
The Allentown, U.S. Survey #15889;
The Matter, U.S. Survey #15889;
The Towne, U.S. Survey #17327; Below the Level of the London Water Tunnel;
37.5% interest in The Little Champion, U.S. Survey #4416;
37.5% interest in The Little Champion, U.S. Survey #4416;
75% interest in The Collingswood, U.S. Survey #16647;
18.75% interest in the Maine 1, U.S. Survey #14416;
18.75% interest in the Maine 2, U.S. Survey #14416;
18.75% interest in the Maine 3, U.S. Survey #14416;
18.75% interest in the Maine 4, U.S. Survey #14416;
18.75% interest in the Maine 5, U.S. Survey #14416;
18.75% interest in the Maine 6, U.S. Survey #14416;
18.75% interest in the Maine 7, U.S. Survey #14416;
The Pennsylvania #1, U.S. Survey #20246;
The Pennsylvania #2, U.S. Survey #20246;
The Pennsylvania #3, U.S. Survey #20246;
71.39% interest in the Iron, U.S. Survey #6478, Less the tract described in Book 48 at Page131-134;
71.39% interest in the Search 1, U.S. Survey #6478, Less the tract described in Book 48 at Page131-134;
71.39% interest in the Search 2, U.S. Survey #6478, Less the tract described in Book 48 at Page131-134;
71.39% interest in the Search 3, U.S. Survey #6478, Less the tract described in Book 48 at Page131-134;
71.39% interest in the Search 4, U.S. Survey #6478, Less the tract described in Book 48 at Page131-134, and except any interest in the Iron Lode, U.S.M.S. No. 6478;
71.39% interest in the Dreadnaught, U.S. Survey #6478, Less the tract described in Book 48 at Page131-134, and except any interest in conflict with U.S.M.S. No. 6057;
71.39% interest in the Supervisor, U.S. Survey #6478, Less the tract described in Book 48 at Page131-134 ;
71.39% interest in the Hattie, U.S. Survey #6478, Less the tract described in Book 48 at Page131-134 and except any interest in conflict with U.S.M.S. No. 6057;
Part of Shearwater Placer aka a Tract in S2S2 17-9-78 and N2N2 20-9-78 as described in Book 78 at Page 520;
97.9% interest in The Allegheny Placer, U.S. Survey #627;
A portion of Iron, Search 1-4, Hattie S. Dreadnaught, Superior, U.S. Survey #6478, as described in Book 302 at Page 506 and in Book 83 at Page 345;
The Helen Gould #2, U.S. Survey #18053;
The Helen Gould #3, U.S. Survey #18053;
The Westerly part of Glengarry Placer as described in Book 168 at Page 35.
County of Park, State of Colorado.

ASSIGNMENT OF PERMANENT EASEMENT DEED AND AGREEMENT
(Together with the Memorandum and Exhibits Showing Realignment of Easements)
(London Mine Extension Tunnel Treatment Plant)

THIS ASSIGNMENT OF PERMANENT EASEMENT DEED AND AGREEMENT, together with the Memorandum and Exhibits Showing Realignment of Easements - Permanent Easement Deed and Agreement (London Mine Extension Tunnel Treatment Plant), (collectively, **Assignment**) is made and effective November 22, 2016 (**Effective Date**) by and between Prairie Center Metropolitan District No. 9, a quasi-municipal corporation and political subdivision of the State of Colorado (**PCMD9**) and MineWater Finance LLC, a Colorado limited liability company (**MineWater**) (individually, a "**Party**" and collectively, the "**Parties**") (**Assignment**).

RECITALS

A. PCMD9 is a party to the Permanent Easement, Deed and Agreement by and between Wright Trust, Ben L. Wright, Jr., sole trustee, and London Mine Limited Liability Company (**LMLLC**), and Prairie Center Metropolitan District No. 1 (**PCMD1**), dated June 7, 2006, and recorded June 14, 2006 at Reception No. 628494 with the Park County Clerk and Recorder's Office (**Easement Agreement**), a copy of which is attached as Exhibit A, and incorporated by reference.

B. On January 1, 2008, PCMD1 assigned all of its rights, title, interests and obligations in the Easement Agreement to PCMD9 and PCMD9 assumed the same (**Transfer Agreement**).

C. Pursuant to the terms of the Easement Agreement, PCMD9 executed the Memorandum and Exhibits Showing Realignment of Easements-Permanent Easement Deed and Agreement dated September 10, 2008, and recorded on March 18, 2009 at Reception No. 660022 with the Park County Clerk and Recorder's Office (**Easement Memorandum**).

D. The Easement Agreement and the Easement Memorandum are referred to collectively as the "**Extension Tunnel Easement Agreement**."

E. PCMD9 desires to assign all of its rights, title, interests, and obligations in the Extension Tunnel Easement Agreement to MineWater, and MineWater desires to assume all such rights, title, interests and obligations from PCMD9.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants in this Assignment, PCMD9 and MineWater agree as follows:

COVENANTS AND AGREEMENTS

1. **DEFINED TERMS.** Capitalized terms used but not otherwise defined in this Assignment shall have the meanings ascribed to them in the Extension Tunnel Easement Agreement and in the Transfer Agreement, as the case may be.

2. **ASSIGNMENT AND ASSUMPTION.** As of the Effective Date, PCMD9 transfers, assigns, sells, and conveys to MineWater all of PCMD9's right, title, interest, duties and obligations in and to the Extension Tunnel Easement Agreement without representation or warranty and subject to all of the terms, covenants, and conditions of the Extension Tunnel Easement Agreement. As of the Effective Date, MineWater accepts such assignment and agrees to assume and be responsible for all of the covenants and obligations of PCMD9 under the Extension Tunnel Easement Agreement.

After recording, return to:
Stephen A. Bain, WELBORN SULLIVAN MECK & TOOLEY, P.C., 1125 17th St., Ste. 2200, Denver, CO, 80202; Tel: 303.830.2500

3. **RATIFICATION.** MineWater agrees to and ratifies each of the terms, provisions, representations, covenants, and conditions of the Extension Tunnel Easement Agreement.

4. **COVENANTS.** PCMD9 and MineWater each covenant for and on behalf of the other Party they have taken or performed all requisite acts or actions which may be required by their organizational or operational documents to confirm their respective authority to execute, deliver and perform each of their obligations under this Assignment.

5. **NOTICES.** All notices, demands, requests or other communications to be sent by one Party to the other Party or required by law shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the addressee or by courier delivery via FedEx or other nationally recognized overnight air courier service or by depositing same in the United States mail, postage prepaid, addressed as follows:

PCMD9: Prairie Center Metropolitan District No. 9
Attn: Ann Finn
141 Union Boulevard, Suite 150
Lakewood, CO 80228
[redacted]

With a copy, which copy shall not constitute notice, to:

Kathy Kanda
McGEADY BECHER P.C.
450 E. 17th Ave., Ste. 400
Denver, Colorado 80203
[redacted]

MineWater: MineWater Finance LLC
Attn: Joseph G. Harrington
10924 Leroy Drive
Northglenn, Colorado 80233
[redacted]

With a copy, which copy shall not constitute notice, to:

Stephen A. Bain, Esq.
James M. Noble, Esq.
WELBORN SULLIVAN MECK & TOOLEY, P.C.
1125 17th Street, Suite 2200
Denver, Colorado 80202
[redacted]

6. **EXECUTION.** This instrument may be executed in counterparts, each of which shall be deemed an original, and all of which, together, shall be deemed to constitute one and the same document. Electronic or facsimile signatures shall be binding and accepted as originals.

7. **ENTIRE AGREEMENT.** This Assignment contains the entire understanding and agreement among the Parties, and all prior negotiations, agreements and understandings, oral or written, are merged herein and superseded by this Assignment.

8. **SUCCESSOR AND ASSIGNS.** This Assignment and all rights and obligations of MineWater and PCMD9 under this Assignment shall be binding upon and inure to the benefit of PCMD9, MineWater, and the heirs, successors and assigns of each Party.

9. **MISCELLANEOUS; RECORDING.** This Assignment shall be governed by and construed under the applicable laws of the State of Colorado. This Assignment shall be recorded in the real property records of Park County, Colorado.

IN WITNESS WHEREOF, the Parties have executed this Assignment as of the date first set forth above.

PRAIRIE CENTER METROPOLITAN DISTRICT NO. 9,
a quasi-municipal corporation and political subdivision of the State of Colorado

By: _____
Michael Tamblyn
Its President

MINEWATER FINANCE LLC
a Colorado limited liability company

By: _____
Joseph G. Harrington
Its Manager

STATE OF COLORADO)
) ss.
_____ AND COUNTY OF Denver)

SUBSCRIBED, SWORN TO, and ACKNOWLEDGED before me this 1st day of November, 2016, by Michael Tamblyn as the President of Prairie Center Metropolitan District No. 9.
Witness my hand and seal.
My commission expires: 9/5/18

TINA L CARABALLO
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20024028699
MY COMMISSION EXPIRES SEPTEMBER 05, 2018

_____
Notary Public

STATE OF COLORADO)
) ss.
City and AND COUNTY OF Denver)

SUBSCRIBED, SWORN TO, and ACKNOWLEDGED before me this 2nd day of November, 2016, by Joseph G. Harrington as the Manager of MineWater Finance LLC.
Witness my hand and seal.
My commission expires: 04-02-19

JEANIE A. DREGER
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19914004278
MY COMMISSION EXPIRES APRIL 2, 2019

_____
Notary Public

After recording, return to:
Stephen A. Bain, WELBORN SULLIVAN MECK & TOOLEY, P.C., 1125 17th St., Ste. 2200, Denver, CO, 80202; Tel: 303.830.2500

EXHIBIT A TO ASSIGNMENT OF PERMANENT EASEMENT DEED AND AGREEMENT

EASEMENT AGREEMENT

[redacted]

After recording, return to:
Stephen A. Bain, WELBORN SULLIVAN MECK & TOOLEY, P.C., 1125 17th St., Ste. 2200, Denver, CO, 80202; Tel: 303.830.2500

PERMANENT EASEMENT DEED AND AGREEMENT
(London Mine Extension Tunnel Treatment Plant)

This Permanent Easement Deed and Agreement is made and entered into this 7th day of June, 2006, by and between WRIGHT TRUST, BEN L. WRIGHT, JR., sole trustee, and LONDON MINE LIMITED LIABILITY COMPANY (collectively, "Wright"), whose address is 1221 South Clarkson Street, Suite 222, Denver, Colorado 80210, and PRAIRIE CENTER METROPOLITAN DISTRICT NO. 1 (the "District") whose address is 141 Union Boulevard #150, Lakewood, Colorado 80226.

1. **RECITALS**

1.1 Wright owns real property comprising of the patented mining claims listed on Exhibit A, attached hereto and incorporated herein by this reference, located in Sections 7 and 18, Township 9 South, Range 78 West of the 6th P.M., Park County, Colorado, (the "Servient Estate") encompassing the London Mine, the London Mine Water Tunnel ("Water Tunnel"), the London Mine Extension Tunnel ("Extension Tunnel"), the London Mine Extension Tunnel Treatment Plant ("Treatment Plant"), and the London Mine Sludge Disposal Area ("Disposal Area") and their improvements and appurtenances.

1.2 THF Prairie Center Development, L.L.C , ("THF") owns adjacent real property comprising the patented mining claims listed on Exhibit B attached hereto and incorporated herein by this reference, located in Sections 7 and 18, Township 9 South, Range 78 West of the 6th P.M. and Sections 12 and 13, Township 9 South, Range 79 West of the 6th P.M., Park County, Colorado; THF also owns a right to use water issuing from the Water Tunnel upon the Servient Estate (the "London Mine Water"), and additional water rights for a nontributary water well decreed in Case No. 80CW419, District Court, Water Division No. 1 (the "Leach Well"), both of which are to be used in connection with a real estate development near Brighton, Colorado, to be served by the District.

1.3 As part of a Stipulation between the Water Quality Control Division ("Division"), London Mine, L.L.C., and THF (the "Stipulation"), THF agreed that it or the District would undertake certain actions and responsibilities with regard to the Treatment Plant; the District subsequently applied for and has become the discharge permitee for discharges from the Extension Tunnel, which are treated at the Treatment Plant prior to discharge into No Name Creek, a tributary to South Mosquito Creek, and agreed to effectuate certain improvements to the Treatment Plant

1.4 The District accordingly requires a permanent easement for access to and the right to occupy for the purposes of the Stipulation and this Agreement, the Treatment Plant, the Disposal Area, any and all appurtenant sampling and testing areas ("Testing Areas"), and any and all access roads leading thereto upon the Servient Estate, as further described in this Agreement

Return to: Attn: JLE
McGeady Sisneros, PC
1675 Broadway
Suite 2100
Denver, CO 80202

2. **AGREEMENT**

NOW, THEREFORE, in consideration of the promises, mutual covenants, and agreements contained herein, the parties agree as follows:

2.1 **Conveyance of Permanent Easement**

2.1.1 For ten dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Wright hereby grants and conveys to the District, its successors and assigns, a perpetual easement (the "Permanent Easement") on the Servient Estate:

2.1.1.1 To access, maintain, operate, repair, modify and equip the Treatment Plant and all necessary and appropriate appurtenances thereto, including but not limited to the sludge pond located adjacent to and northwest from the Treatment Plant, on the Flora A and Ophir Mining Claims, as more fully described in Exhibit A, attached hereto and incorporated herein by this reference.

2.1.1.2 To enter, occupy, and use at any time, and to improve, construct, reconstruct, repair and inspect an access road and related drainage and erosion prevention ditches ("Treatment Plant Access Road"), and all necessary and appropriate appurtenances thereto, as further described in Exhibit B, attached hereto and incorporated herein by this reference. In constructing the Treatment Plant Access Road described in Paragraph 2.1.1.2, the District will borrow materials from and located on the Flora A and Ophir Mining Claims.

2.1.1.3 To enter, occupy, and use at any time, and to improve, construct, reconstruct, repair and inspect for the purpose of testing, monitoring, and maintaining the discharge from the Treatment Plant, the Disposal Area and the Disposal Area Access Road, and all necessary and appropriate appurtenances thereto, located on the Frisbee Placer, Anderson, Daisy, and Mohawk Mining Claims, as more fully described in Exhibit C and Exhibit D, attached hereto and incorporated herein by this reference.

2.1.1.4 To enter, occupy, and use at any time, and to improve, construct, reconstruct, repair and inspect, for the purpose of placing, monitoring, testing, and maintaining the discharge from the Treatment Plant, the Settling Pond, together with the access road, and all necessary and appropriate appurtenances thereto, located on the Frisbee Placer and Anderson Lode Mining Claims, as more fully described in Exhibit E and Exhibit F, attached hereto and incorporated herein by this reference.

2.1.1.5 To enter, occupy, and use at anytime, and to improve, construct, reconstruct, repair and inspect, for the purpose of placing, monitoring, testing, maintaining, and conveying the discharge from the Treatment Plant, the Settling Pond and Sludge Drying Beds,

together with the access road and utility easement leading from the Treatment Plant and all necessary and appropriate appurtenances thereto, located on the Ophir, Horseshoe, Reconstruction, Frisbee, and Anderson Mining Claims, as more fully described in Exhibit G, Exhibit H and Exhibit I, attached hereto and incorporated herein by this reference.

2.1.1.6 To enter, occupy, and use at any time, for the purpose of installing, monitoring, inspecting, maintaining, repairing and replacing measuring devices and other facilities or utilities necessary to fulfill the District's obligations under the discharge permit to test, monitor, and report discharge pollutants from the Extension Tunnel, in all the areas described in Exhibits A through I.

Collectively, the Treatment Plant, the Treatment Plant Access Road, the Disposal Area, the Settling Pond, the Settling Pond and Sludge Drying Beds and all access roads and utility easements described in paragraph 2.1.1.1, 2.1.1.2, 2.1.1.3, 2.1.1.4, 2.1.1.5, and 2.1.1.6 above shall be referred to as the Permanent Easement.

2.1.2 **Ingress and Egress**. The District, its successors and assigns, and it employees, agents, contractors, and representatives shall have and exercise the right of reasonable ingress and egress in, to, through, over, under, and across the Servient Estate in order to improve, relocate, construct, reconstruct, survey, inspect, operate, use, modify, maintain, repair, replace, or remove as necessary within the Permanent Easement. Except in emergencies, the District will attempt to give Wright reasonable advance notice prior to exercising it rights of ingress and egress To the maximum practicable extent, the District shall use existing gates, roads, trails, and facilities to avoid disruption of Wright's use of the Servient Estate. It is understood that the District will require the use of motor vehicles and other machinery and equipment for construction, repair, replacement, removal, access, operation, maintenance, and testing as necessary within the Permanent Easement.

2.1.3 **Surface Restoration.** The District in constructing, repairing, replacing, operating, maintaining, or removing all access roads or any appurtenances necessary for the purpose of this Agreement within the Permanent Easement shall promptly restore, replace, or repair the surface to the original condition as may be reasonably practicable, but shall have the right from time to time, without liability to Wright, to cut, trim, control, and remove trees, brush, and other obstructions that may injure or interfere with the District's use, occupation, or enjoyment of the Permanent Easement and the construction, operation, maintenance, and repair of the facilities, improvements, and necessary appurtenances therein.

2.1.4 **Limitation on Easement**. The Permanent Easement is granted for the purpose of improving, relocating, constructing, reconstructing, using, operating, modifying, maintaining, surveying, inspecting, testing, sampling, repairing, patrolling, or replacing facilities, improvements and other appurtenances within the Permanent Easement. The Permanent Easement is not granted for any other purpose. Wright's failure to protest any enlargement or

change of use shall not constitute an expansion or authorization of this easement beyond the limited purpose, absent an express written agreement by Wright, his heirs, or assigns, created pursuant to the laws of the State of Colorado.

2.1.5 **Grantor's Rights.** Wright reserves the right to use the Servient Estate for any purpose not inconsistent with the rights and privileges granted herein; further provided that the District acknowledges that the Servient Estate comprises an operable [redacted] Mine, and that Wright's use of the Servient Estate is for the purpose of mining [redacted]; and the Permanent Easement granted herein shall not interfere with Wright's use of the Servient Estate for that purpose; and further provided, that Wright agrees not to (1) construct or allow the construction of any buildings or other structure on or over the Permanent Easement; (2) impound water or other substances on or over the Permanent Easement; (3) store or dispose of any dangerous, toxic, or hazardous substance on or under the Permanent Easement; (4) grade, remove, or add fill, dirt, or other material so as to change the grade of the Permanent Easement more then six inches (6") above or below the grade of the Permanent Easement following installation of any improvements, facilities, or necessary appurtenances within the Permanent Easement; or (5) impair the lateral or subjacent support for any improvements, facilities, or necessary appurtenances thereto within the Permanent Easement without the prior written consent of the District. The District may correct any condition caused by Wright's failure to comply with this paragraph 2.1.7, without liability for damages arising therefrom.

2.1.6 **Relocation of Easements**. Notwithstanding any provision in this Agreement to the contrary:

2.1.6.1 If Wright or his heirs, successors, or assigns determines that the alignment of the easements granted in Paragraphs 2.1.1.1, 2.1.1.2, 2.1.1.3, 2.1.1.4, 2.1.1.5, and 2.1.1.6 above should be reconfigured within the Servient Estate, Wright shall have the right from time to time to direct the relocation of the easements and any and all associated structures, equipment, and facilities except the Treatment Plant to the extent that such relocation shall not interfere with the District's intended use of the easements, structures, equipment, and facilities; provided that, if such relocation is requested for the purpose of enabling or facilitating Wright's operations upon the Servient Estate for the purpose of locating and extracting [redacted] from and through the London [redacted] Mine, then the District shall promptly pay all costs and expenses in connection with the relocation; but if the proposed relocation is for other purposes, or for the convenience of Wright, then Wright shall promptly pay all costs and expenses in connection with the relocation proposed. If the alignment of the easements provided for in this Permanent Easement Deed and Agreement is reconfigured pursuant to the terms of this Paragraph, the District shall prepare amended exhibits showing the reconfigured alignment, and shall record the amended exhibits with the Clerk and Recorder of Park County, Colorado.

2.1.6.2 If the District or its successors or assigns determines that the alignment of the easements granted in Paragraphs 2.1.1.1, 2.1.1.2, 2.1.1.3, 2.1.1.4, 2.1.1.5, and

2.1.1.6 above should be reconfigured within the Servient Estate, whether for convenience or economy of construction or some other purpose, the District shall have the right from time to time to direct the relocation of the easements and any and all associated structures, equipment, and facilities except the Treatment Plant; provided that the District shall bear the full cost of such relocation; and provided further that any such relocation shall not impede or impair Wright's operations on the Servient Estate for the purpose of locating and extracting minerals from and through the London ~~Fault~~ Mine. If the alignment of the easements provided for in this Permanent Easement Deed and Agreement is reconfigured pursuant to the terms of this Paragraph, the District shall prepare amended exhibits showing the reconfigured alignment, and shall record the amended exhibits with the Clerk and Recorder of Park County, Colorado.

2.2 General

2.2.1 **Assignability.** Each and every one of the benefits and burdens of this Permanent Easement Deed and Agreement shall inure to and be binding upon the respective legal representatives, heirs, executors, administrators, successors, and assigns of the parties hereto.

2.2.2 **Dominant Easement.** The District's rights hereunder shall be construed to be in the nature of a dominant estate. Exercise of any rights in the Permanent Easement other than those retained by Wright shall be within the sole discretion of the District. The District will consider authorizing such other uses of the Permanent Easement, not reserved in Wright, as will not impair the District's rights, upon the payment of reasonable compensation to the District and Wright, and upon such reasonable terms, limitations, and conditions as the District and Wright shall find reasonably necessary to protect the right of occupancy of the Permanent Easement for the purposes of the District without undue or unnecessary injury to or impairment of the estate retained by Wright. This Permanent Easement touches and concerns the lands of the parties described in Paragraphs 1.1 and 1.2 above, and is intended to and shall be permanent and run with the land.

2.2.3 **Warranty of Title.** Wright represents and warrants that he has full rights and lawful authority to make the grant contained herein with the exception of easements, reservations, and restrictions of record, that the Servient Estate subject to the grant contained herein is free and clear from all former and other grants, bargains, sales, liens, assessments, encumbrances and restrictions whatever kind or nature whatsoever, except each of which has been expressly subordinated to this Permanent Easement as evidenced by the executed forms of consent, attached hereto. Wright promises and agrees to defend the District and its successors and assigns in the exercise of its rights hereunder against any defect in his title to the land involved or his right to make the grant contained herein.

2.2.4 **Indemnity - Mechanic's and Materialmen's Liens.** In no event shall the District allow any mechanic's or materialmen's liens to attach against the Servient Estate for materials supplied or work performed at the request of, or for the benefit of, the District, and the

District, to the extent expressly permitted by law, shall indemnify and hold Wright harmless from any cost or expense incurred by Wright to release any such mechanic's or materialmen's liens against the Servient Estate.

2.2.5 **Entire Agreement.** This Permanent Easement Deed and Agreement, including exhibits, represents the entire agreement between the parties and no additional or different oral representation, promise, or agreement shall be binding on any of the parties hereto with respect to the subject matter of this instrument, unless stated in writing and signed by the District and Wright.

2.2.6 **Governing Law and Jurisdiction.** This Permanent Easement Deed and Agreement shall be governed by and interpreted in accordance with the laws of the State of Colorado. The parties consent to venue and jurisdiction in the District Court in and for Park County, Colorado, or in the Unites States District Court for the District of Colorado in any action commenced relating to this Permanent Easement Deed and Agreement or the transactions contemplated hereby.

2.2.7 **Additional Provisions.** This Agreement in no event shall be construed as altering, amending or changing in any manner water rights and title under the Decree in Case No. 8314-76, District Court, Water Division No. 1. The District shall furnish Wright with copies of all reports, test, etc., required by any governmental agencies, which are required by the owner of the land or water. Wright assumes no obligation for any reports or costs as owner of the land on which the Permanent Easement is located.

The District also agrees not to (1) construct or allow construction of any buildings or other structures on or over the Permanent Easement other that those necessary as described in Sections 2.1.1.1 through 2.1.1.4 herein; (2) impound water or other substances on or over the Permanent Easement; (3) store or dispose of any dangerous, toxic, or hazardous substance on or under the Permanent Easement; (4) grade, remove, or add fill, dirt or other material so as to change the grade of the Permanent Easement more than six inches (6") above or below the grade of the Permanent Easement following construction of any access road; or (5) impair the lateral or subjacent support for the improvements, facilities, or appurtenances within the Permanent Easement.

2.2.8 **Recording.** The Permanent Easement affects real property in Park County, Colorado. The District will record this Agreement with the Clerk and Recorder of Park County, Colorado and pay all fees and expenses incurred in so doing within a reasonable time after execution of the Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Permanent Easement Deed and Agreement as of the day and year first above written.

WRIGHT TRUST

By: Ben L. Wright, Trustee
Ben L. Wright, Trustee

LONDON MINE LIMITED LIABILITY COMPANY

By: Ben L. Wright, Trustee
Ben L. Wright, Jr., Manager

PRAIRIE CENTER METROPOLITAN DISTRICT NO. 1

By: ~~Michael H. Stoneberg, Manager~~
Craig Carlson, President

ATTEST:

By: _____
Secretary, Prairie Center Metropolitan District No 1

STATE OF COLORADO)
)ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 7th day of June 2006, by Ben L. Wright, Jr., as Trustee of the Wright Trust, and as Manager of the London Mine Limited Liability Company.

Witness my hand and official seal.

My commission expires: 10/10/2009

Notary Public
STATE OF COLORADO

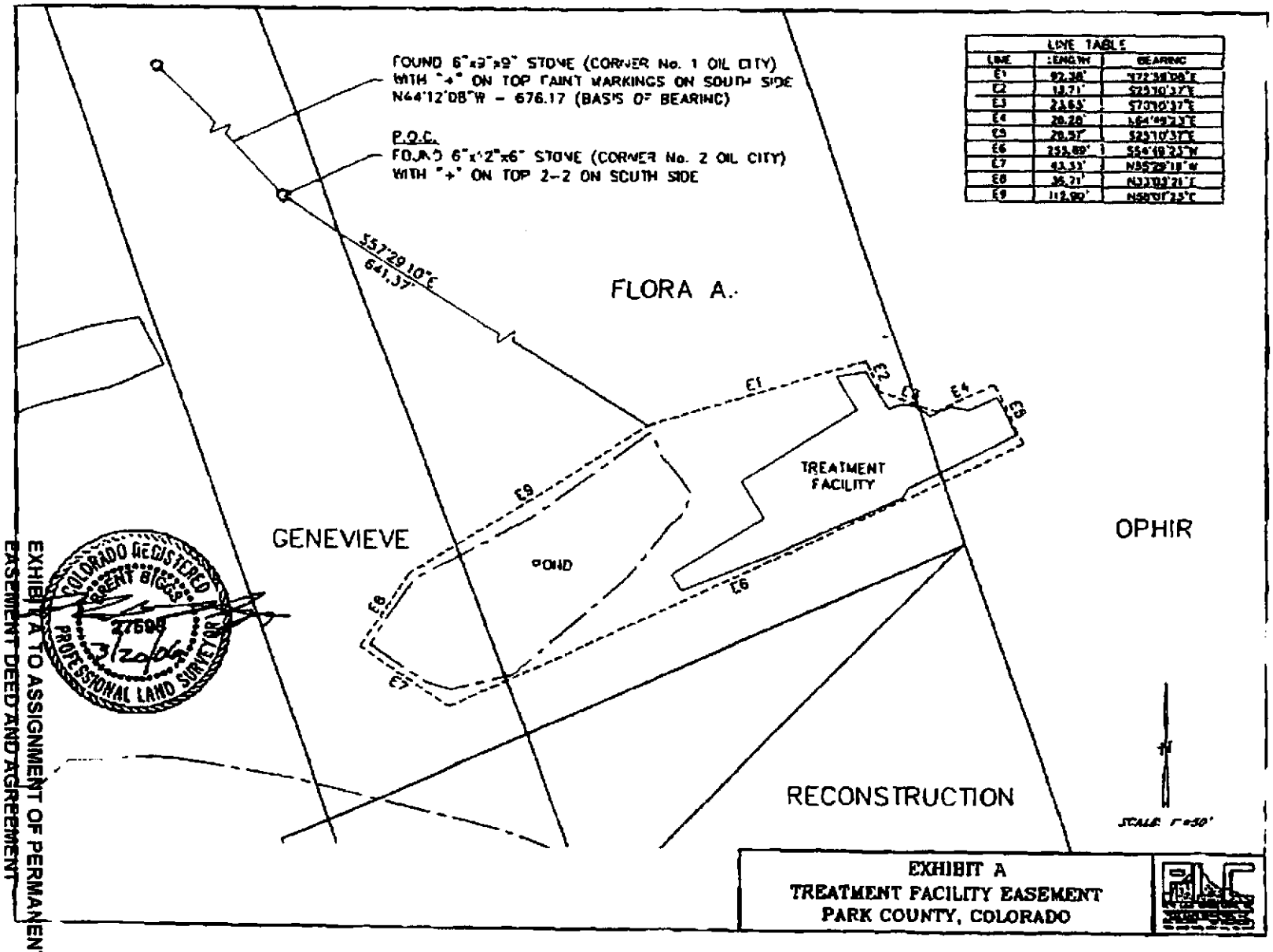
STATE OF COLORADO)
)ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 7th day of June 2006, by ~~Michael H. Scardino as Manager~~ of Prairie Center Metropolitan District No. 1.

Witness my hand and official seal.

My commission expires: 10/10/2009

Notary Public
STATE OF COLORADO



LINE TABLE		
LINE	LENGTH	BEARING
E1	92.38'	N72°38'08"E
E2	13.71'	S25°10'37"E
E3	23.63'	S73°10'37"E
E4	20.20'	N64°49'23"E
E5	20.57'	S25°10'37"E
E6	253.89'	S54°49'23"W
E7	43.33'	N35°29'18"W
E8	36.71'	N33°03'21"E
E9	112.99'	N58°01'23"E

EXHIBIT A TO ASSIGNMENT OF PERMANENT EASEMENT DEED AND AGREEMENT

LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN THE FLORA A. LODE PER THE MINERAL SURVEY NO. 18430 DATED SEPTEMBER 18, 1907 IN THE U.S. SURVEYOR GENERALS OFFICE, OPHIR LODE PER THE MINERAL SURVEY NO. 1835 DATED AUGUST 2, 1881 IN THE U.S. SURVEYOR GENERALS OFFICE AND LODE PER THE MINERAL SURVEY NO. 17904 DATED APRIL 5, 1906, ALSO BEING A PART OF SECTION 18, TOWNSHIP 9 SOUTH, RANGE 78 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF PARK, STATE OF COLORADO, SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

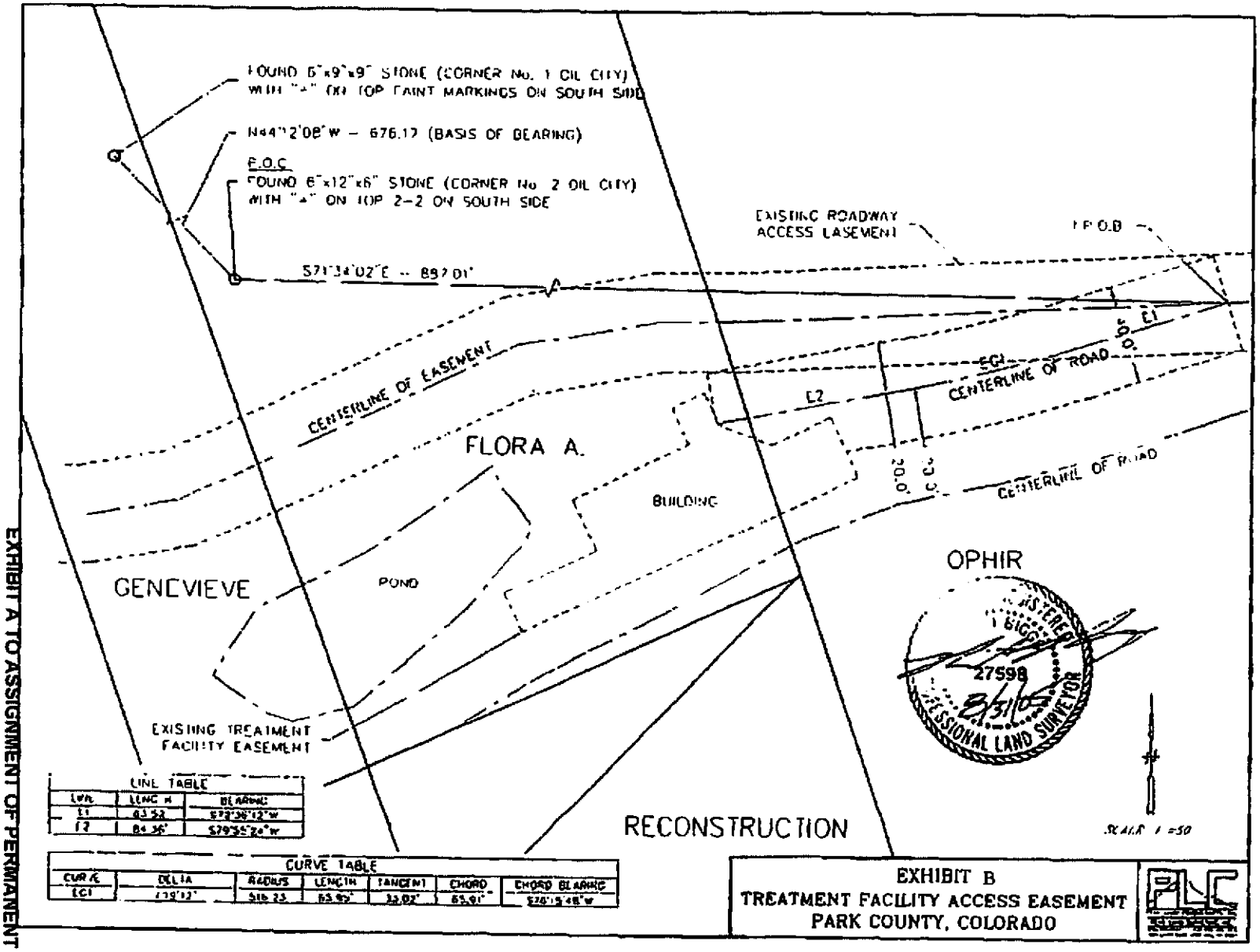
COMMENCING AT CORNER NO. 2 OF THE OIL CITY LODE PER THE MINERAL SURVEY NO. 17904 DATED APRIL 5, 1906, A 6"X 12"X 6" STONE FOUND IN PLACE, WHENCE CORNER NO. 1 OF SAID OIL CITY LODE A 6"X 9"X 9" STONE FOUND IN PLACE BEARS N 44°12'08" W A DISTANCE OF 676.17 FORMING THE BASIS OF BEARING OF BEARING FOR THIS DESCRIPTION. THENCE S 57°29'10" E A DISTANCE OF 641.37 FEET TO THE TRUE POINT OF BEGINNING;

THENCE N 72°59'08" E A DISTANCE OF 92.38 FEET; THENCE S 25°10'37" E A DISTANCE OF 13.71 FEET; THENCE S 70°10'37" E A DISTANCE OF 23.63 FEET; THENCE N 64°49'23" E A DISTANCE OF 26.28 FEET; THENCE S 25°10'37" E A DISTANCE OF 26.57 FEET; THENCE S 64°49'23" W A DISTANCE OF 255.89 FEET; THENCE N 55°29'19" W A DISTANCE OF 43.33 FEET; THENCE N 33°03'21" E A DISTANCE OF 36.71 FEET; THENCE N 58°01'23" E A DISTANCE OF 112.90 FEET; TO THE TRUE POINT OF BEGINNING.

SAID PARCEL CONTAINING 0.350 ACRES MORE OR LESS.

COLORADO REGISTERED BRENT BIGGS 27598 PROFESSIONAL LAND SURVEYOR 3/20/06

BRENT BIGGS PLS#27598
FOR AND ON THE BEHALF OF
PEAK LAND CONSULTANTS, INC.



LINE TABLE

LINE	LENGTH	BEARING
L1	83.52	S78°36'12"W
L2	84.36'	S79°56'26"W

CURVE TABLE

CURVE	DELTA	RADIUS	LENGTH	TANGENT	CHORD	CHORD BEARING
C1	4°39'12"	816.23	65.95'	32.02'	65.91'	S76°15'48"W

EXHIBIT B
TREATMENT FACILITY ACCESS EASEMENT
PARK COUNTY, COLORADO

EXHIBIT "A" TO ASSIGNMENT OF PERMANENT EASEMENT DEED AND AGREEMENT

LEGAL DESCRIPTION.

A 40.0' ACCESS EASEMENT, WHOSE SIDES ARE 20.0' ON EITHER SIDE OF THE FOLLOWING CENTERLINE DESCRIPTION AND ARE SHORTENED OR LENGTHENED AT BOUNDARY CORNERS, POINTS OF BEGINNING AND POINTS OF TERMINUS LOCATED IN THE FLORA A LODE PER THE MINERAL SURVEY NO 18430 DATED SEPTEMBER 18, 1907 IN THE U.S. SURVEYOR GENERALS OFFICE, OPHIR LODE PER THE MINERAL SURVEY NO. 1835 DATED AUGUST 2, 1881 IN THE U.S. SURVEYOR GENERALS OFFICE, ALSO BEING A PART OF SECTION 18, TOWNSHIP 9 SOUTH, RANGE 78 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF PARK, STATE OF COLORADO, SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS-

COMMENCING AT CORNER NO 2 OF THE OIL CITY LODE PER THE MINERAL SURVEY NO 17904 DATED APRIL 5, 1906, A 6"X 12"X 6" STONE FOUND IN PLACE, WHENCE CORNER NO. 1 OF SAID OIL CITY LODE A 6"X 9"X 9" STONE FOUND IN PLACE BEARS N 44°12'08" W A DISTANCE OF 676.17 FORMING THE BASIS OF BEARING OF BEARING FOR THIS DESCRIPTION. THENCE S 71°34'02" E A DISTANCE OF 887.01 FEET TO THE TRUE POINT OF BEGINNING;

THENCE S 72°36'12" W A DISTANCE OF 63.52 FEET TO A POINT OF CURVATURE; THENCE 65.95 FEET, ALONG AN ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 7°19'12", A RADIUS OF 516.23 FEET, AND A CHORD WHICH BEARS S 76°15'48" W, A DISTANCE OF 65.91 FEET; THENCE S 79°55'24" W A DISTANCE OF 84.36 FEET; TO THE POINT OF TERMINUS

SAID PARCEL CONTAINING 0.182 ACRES MORE OR LESS

COLORADO REGISTERED BRENT BIGGS 27598 PROFESSIONAL LAND SURVEYOR 5/31/05

BRENT BIGGS PLS#27598
FOR AND ON THE BEHALF OF
PEAK LAND CONSULTANTS, INC

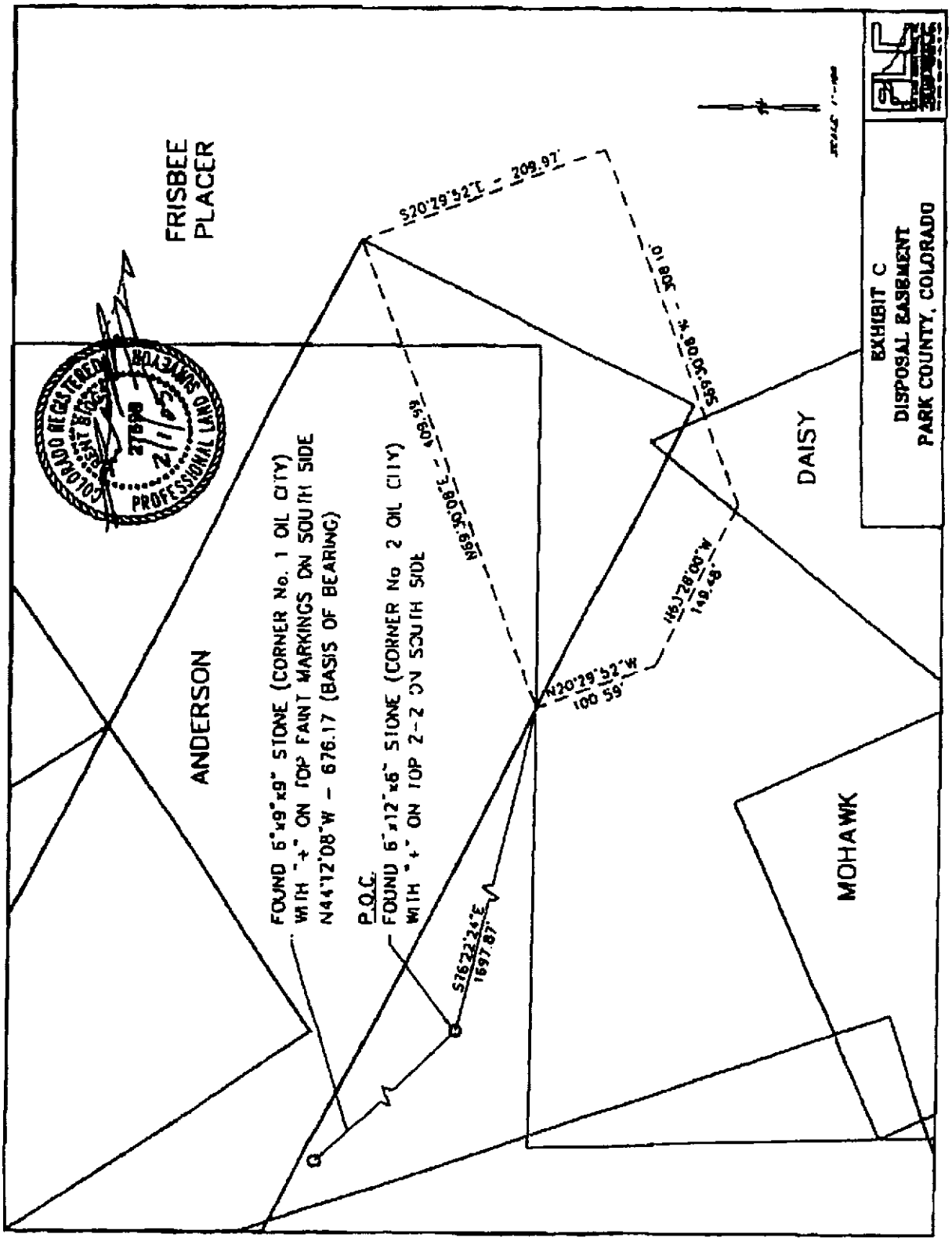


EXHIBIT A TO ASSIGNMENT OF PERMANENT EASEMENT DEED AND AGREEMENT
Page 13 of 26

Legal Description:

A parcel of land located in the Anderson Lode per the Mineral Survey No. 19638 dated July 29, 1907 in the U.S. Surveyor Generals Office, Frisbee Placer per the Mineral Survey No. 1161 in the U.S. Surveyor Generals Office, and Daisy Lode per the Mineral Survey No. 18797 in the U.S. Surveyor Generals Office, also being a part of Section 18, Township 9 South, Range 78 West of the 6th Principal Meridian, County of Park, State of Colorado, said Easement being more particularly described as follows:

Commencing at Corner No. 2 of the Oil City Lode per the Mineral Survey No. 17904 dated April 5, 1906, a 6"x 12"x 6" Stone Found in Place, whence Corner No. 1 of said Oil City Lode a 6"x 9"x 9" Stone Found in Place bears N 44°12'08" W a distance of 676.17 forming the Basis of Bearing of Bearing for this description. Thence S 76°22'24" E a distance of 1697.87 feet to the True Point of Beginning:

Thence N 69°30'08" E a distance of 409.99 feet; thence S 20°29'52" E a distance of 209.97 feet; thence S 69°30'08" W a distance of 308.10 feet; thence N 63°28'00" W a distance of 149.48 feet; thence N 20°29'52" W a distance of 100.59 feet to the True Point of Beginning, said parcel containing 1.848 acres more or less.

COLORADO REGISTERED BRENT BIGGS 27598 2/1/05 PROFESSIONAL LAND SURVEYOR

Brent Biggs PLS#27598
For and on the behalf of
Peak Land Consultants, Inc.

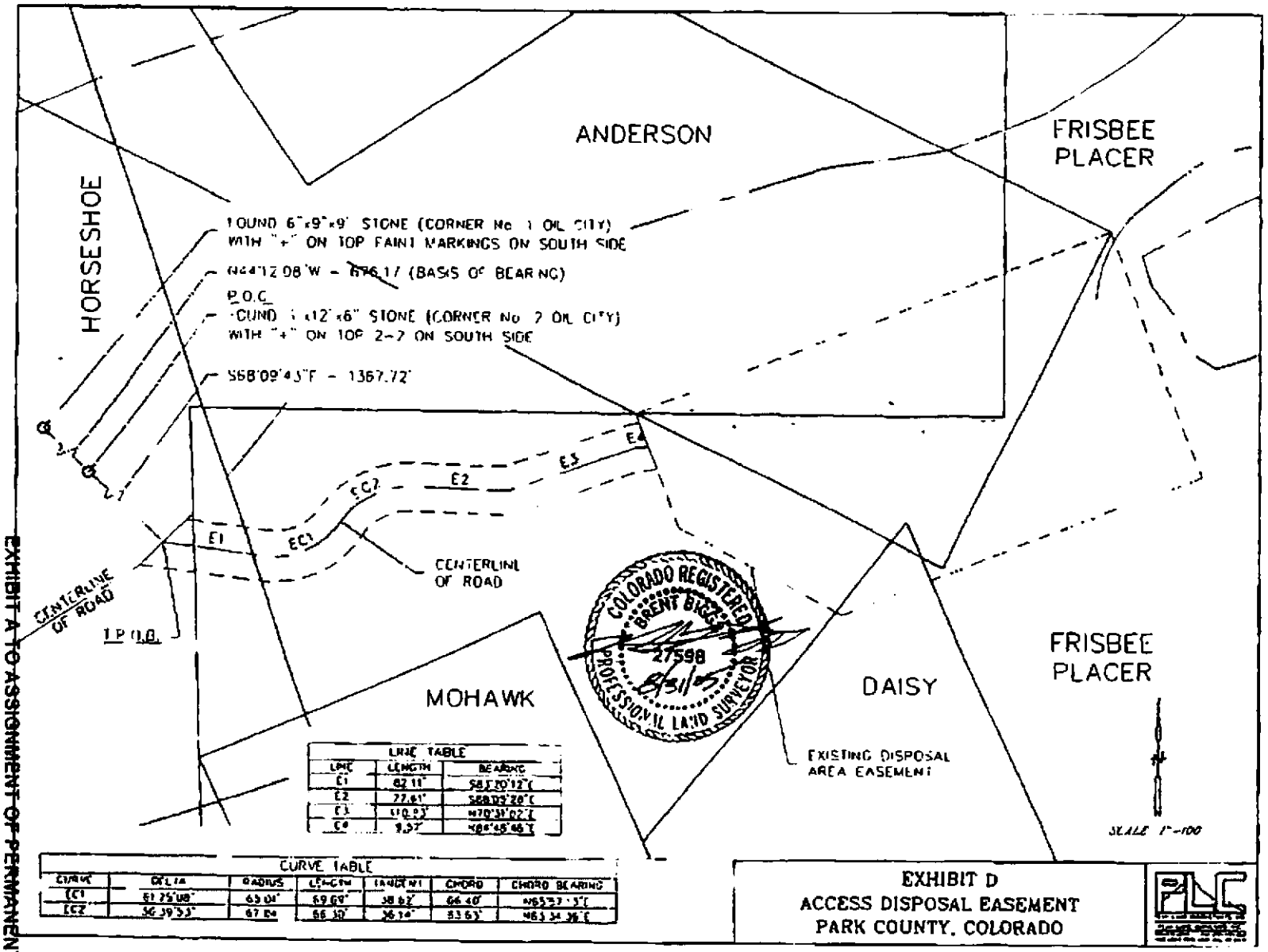


EXHIBIT A TO ASSIGNMENT OF PERMANENT EASEMENT DEED AND AGREEMENT

LEGAL DESCRIPTION:

A 40.0' ACCESS EASEMENT, WHOSE SIDES ARE 20.0' ON EITHER SIDE OF THE FOLLOWING CENTERLINE DESCRIPTION AND ARE SHORTENED OR LENGTHENED AT BOUNDARY CORNERS, POINTS OF BEGINNING AND POINTS OF TERMINUS BEING LOCATED IN THE HORSESHOE LODE PER THE MINERAL SURVEY NO 3900 DATED DECEMBER 8, 1884 IN THE U.S. SURVEYOR GENERALS OFFICE AND FRISBEE PLACER PER THE MINERAL SURVEY NO. 1161 THE U.S SURVEYOR GENERALS OFFICE, ALSO BEING A PART OF SECTION 18, TOWNSHIP 9 SOUTH, RANGE 78 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF PARK, STATE OF COLORADO, THE CENTERLINE OF SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

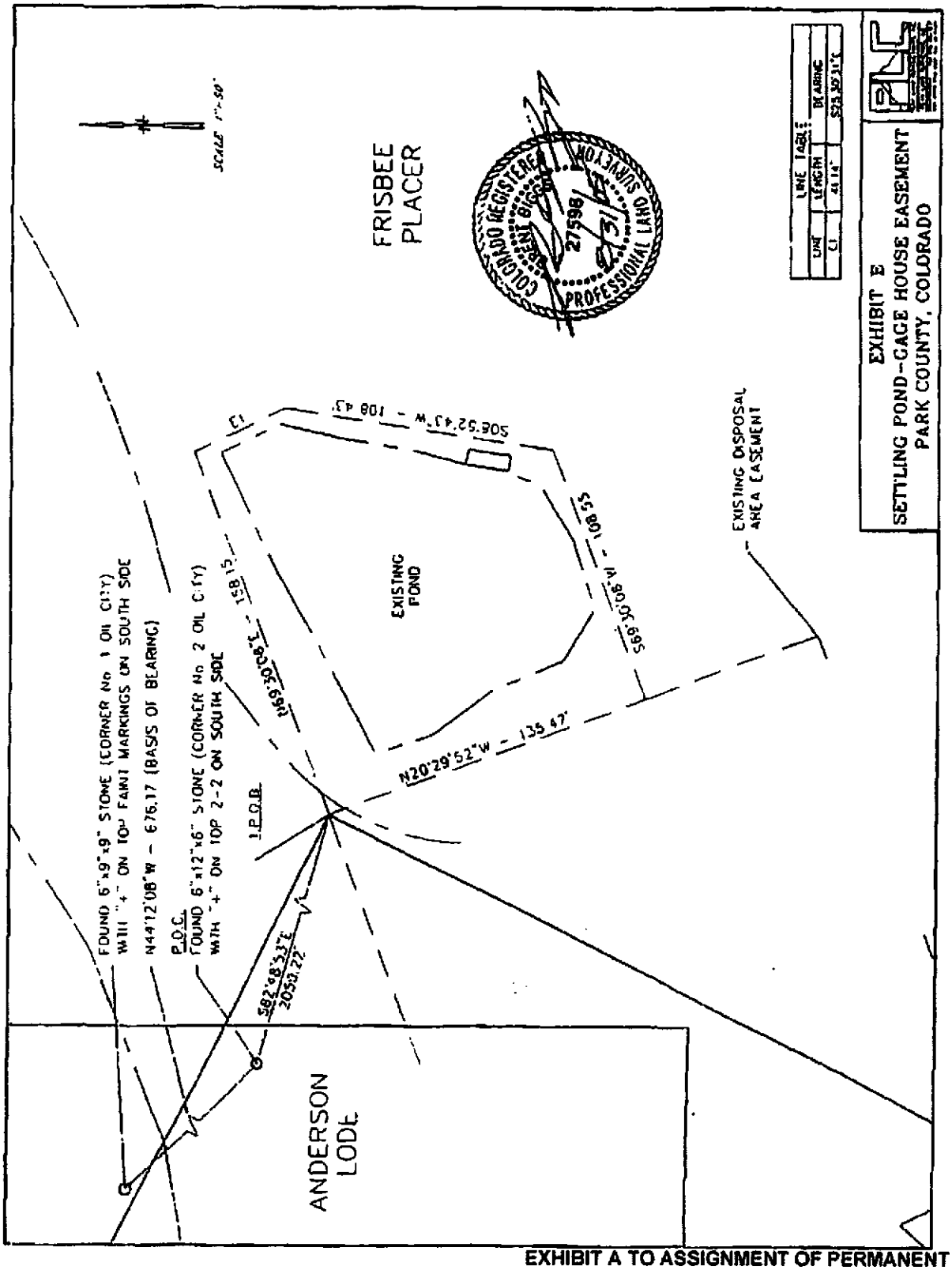
COMMENCING AT CORNER NO. 2 OF SAID OIL CITY LODE A 6"X 12"X 6" STONE FOUND IN PLACE, WHENCE CORNER NO. 1 OF SAID OIL CITY LODE A 6"X 9"X 9" STONE FOUND IN PLACE BEARS N 44°12'08" W A DISTANCE OF 676.17 FORMING THE BASIS OF BEARING OF BEARING FOR THIS DESCRIPTION. THENCE S 68°09'43" E A DISTANCE OF 1367.72 FEET TO THE TRUE POINT OF BEGINNING;

THENCE S 83°20'12" E A DISTANCE OF 82.11 FEET TO A POINT OF CURVATURE; THENCE 69.69 FEET, ALONG AN ARC OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 61°25'08", A RADIUS OF 65.01 FEET, AND A CHORD WHICH BEARS N 65°57'13" E, A DISTANCE OF 66.40 FEET TO A POINT OF REVERSE CURVATURE; THENCE 66.30 FEET, ALONG AN ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 56°39'53", A RADIUS OF 67.04 FEET, AND A CHORD WHICH BEARS N 63°34'36" E, A DISTANCE OF 63.63 FEET; THENCE S 88°05'28" E A DISTANCE OF 77.61 FEET; THENCE N 70°31'02" E A DISTANCE OF 110.93 FEET; THENCE N 84°48'46" E A DISTANCE OF 9.57 FEET TO THE TRUE POINT OF TERMINUS.

COLORADO REGISTERED BRENT BIGGS 27598 PROFESSIONAL LAND SURVEYOR 5/31/06

BRENT BIGGS PLS#27598
FOR AND ON THE BEHALF OF
PEAK LAND CONSULTANTS, INC.

628494 06/14/2006 01:55P
17 of 26 R 131.00 D 0.00 DEBRA A GREEN PARK CO



LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN THE FRISBEE PLACER PER THE MINERAL SURVEY NO. 1161 IN THE U.S. SURVEYOR GENERALS OFFICE AND ALSO BEING A PART OF SECTION 18, TOWNSHIP 9 SOUTH, RANGE 78 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF PARK, STATE OF COLORADO, SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

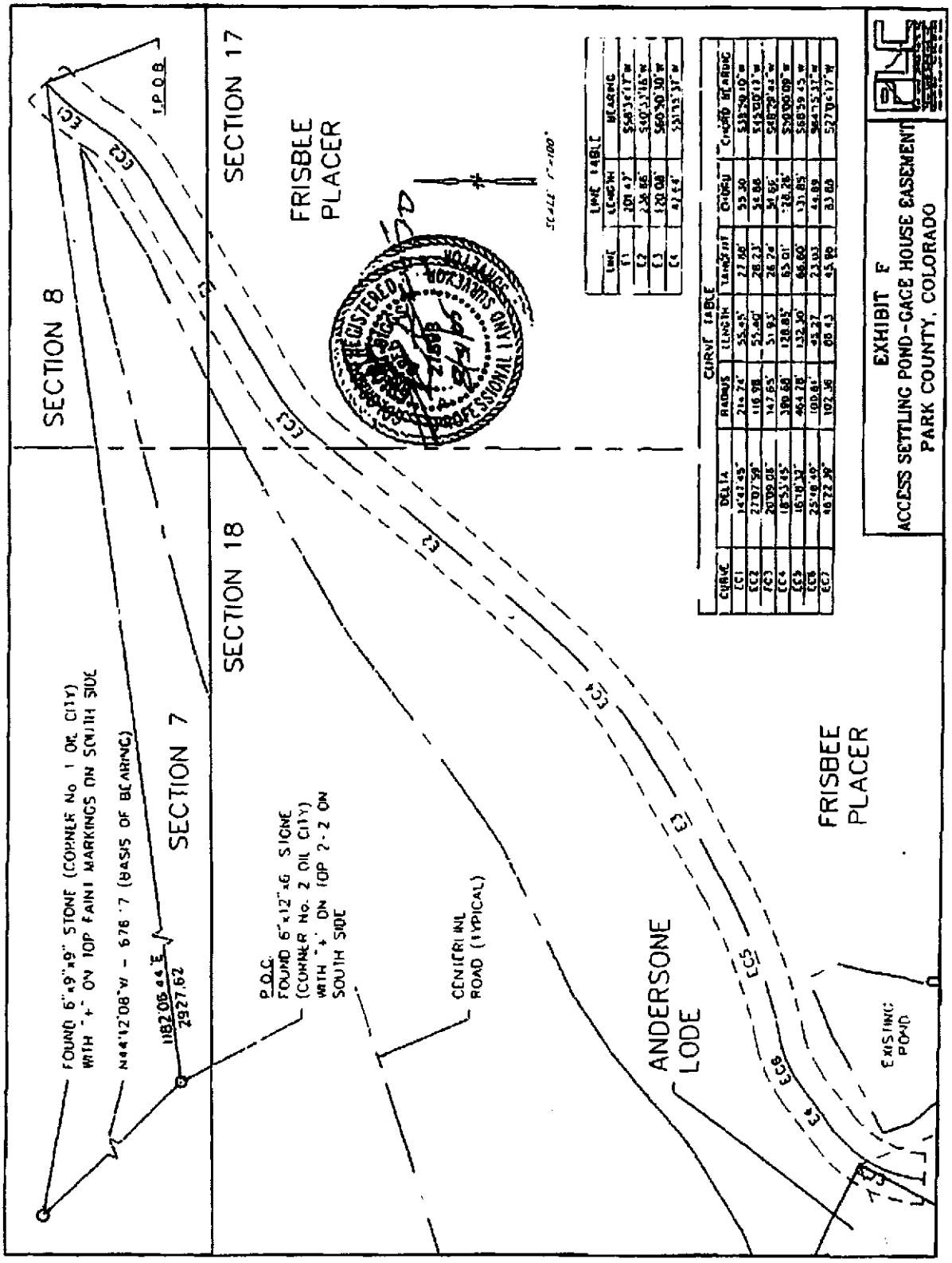
COMMENCING AT CORNER NO. 2 OF THE OIL CITY LODE PER THE MINERAL SURVEY NO. 17904 DATED APRIL 5, 1906, A 6"X 12"X 6" STONE FOUND IN PLACE, WHENCE CORNER NO. 1 OF SAID OIL CITY LODE A 6"X 9"X 9" STONE FOUND IN PLACE BEARS N 44°12'08" W A DISTANCE OF 676.17 FORMING THE BASIS OF BEARING OF BEARING FOR THIS DESCRIPTION, THENCE S 76°22'24" E A DISTANCE OF 2050.22 FEET TO THE TRUE POINT OF BEGINNING;

THENCE N 69°30'08" E A DISTANCE OF 158.15 FEET; THENCE S 25°30'31" E A DISTANCE OF 41.14 FEET; THENCE S 08°52'43" W A DISTANCE OF 108.43 FEET; THENCE S 69°30'08" W A DISTANCE OF 108.55 FEET; THENCE N 20°29'52" W A DISTANCE OF 135.47 FEET; TO THE TRUE POINT OF BEGINNING.

SAID PARCEL CONTAINING 0.444 ACRES MORE OR LESS.

COLORADO REGISTERED BRENT BIGGS 27598 PROFESSIONAL LAND SURVEYOR

BRENT BIGGS PLS#27598
FOR AND ON THE BEHALF OF
PEAK LAND CONSULTANTS, INC



LINE TABLE		
LINE	LENGTH	BEARING
L1	201.47'	S48°31'17"W
L2	236.85'	S50°33'16"W
L3	120.08'	S60°30'30"W
L4	47.64'	S33°33'37"W

CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	TANGENT	CHORD	CHORD BEARING
EC1	14°47'45"	216.74'	55.95'	27.86'	55.80'	S38°29'10"W
EC2	27°07'59"	116.98'	55.40'	28.23'	54.86'	S42°50'13"W
EC3	20°09'06"	147.85'	51.95'	26.24'	51.66'	S48°29'44"W
EC4	18°53'15"	390.68'	128.85'	65.01'	128.28'	S30°00'08"W
EC5	16°10'33"	464.78'	132.30'	66.60'	131.85'	S58°39'42"W
EC6	25°48'49"	100.81'	45.27'	23.03'	44.89	S64°55'37"W
EC7	46°22'30"	102.36'	83.43'	45.90'	80.60	S27°06'17"W

EXHIBIT A TO ASSIGNMENT OF PERMANENT EASEMENT DEED AND AGREEMENT

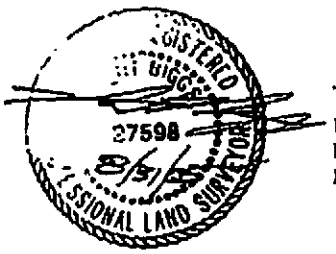
LEGAL DESCRIPTION:

A 40.0' ACCESS EASEMENT, WHOSE SIDES ARE 20.0' ON EITHER SIDE OF THE FOLLOWING CENTERLINE DESCRIPTION AND ARE SHORTENED OR LENGTHENED AT BOUNDARY CORNERS, POINTS OF BEGINNING AND POINTS OF TERMINUS BEING LOCATED IN THE FRISBEE PLACER PER THE MINERAL SURVEY NO. 1161 THE U.S. SURVEYOR GENERALS OFFICE AND ANDERSON LODE PER THE MINERAL SURVEY NO. 19638 DATED JULY 29, 1907 IN THE U.S. SURVEYOR GENERALS OFFICE, ALSO BEING A PART OF SECTION 8, 17 AND 18, TOWNSHIP 9 SOUTH, RANGE 78 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF PARK, STATE OF COLORADO, THE CENTERLINE OF SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT CORNER NO. 2 OF SAID OIL CITY LODE A 6"X 12"X 6" STONE FOUND IN PLACE, WHENCE CORNER NO. 1 OF SAID OIL CITY LODE A 6"X 9"X 9" STONE FOUND IN PLACE BEARS N 44°12'08" W A DISTANCE OF 676.17 FORMING THE BASIS OF BEARING OF BEARING FOR THIS DESCRIPTION. THENCE N 82°06'44" E A DISTANCE OF 2927.62 FEET TO THE TRUE POINT OF BEGINNING;

THENCE 55.45 FEET, ALONG AN ARC OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 14°47'45", A RADIUS OF 214.74 FEET, AND A CHORD WHICH BEARS S 38°50'10" W, A DISTANCE OF 55.30 FEET TO A POINT OF REVERSE CURVATURE; THENCE 55.40 FEET, ALONG AN ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 27°07'59", A RADIUS OF 116.98 FEET, AND A CHORD WHICH BEARS S 45°00'17" W, A DISTANCE OF 54.88 FEET; THENCE S 58°34'17" W A DISTANCE OF 201.47 FEET TO A POINT OF CURVATURE; THENCE 51.93 FEET, ALONG AN ARC OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 20°09'06", A RADIUS OF 147.65 FEET, AND A CHORD WHICH BEARS S 48°29'44" W, A DISTANCE OF 51.66 FEET; THENCE S 40°33'16" W A DISTANCE OF 238.66 FEET TO A POINT OF CURVATURE; THENCE 128.85 FEET, ALONG AN ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 18°53'45", A RADIUS OF 390.68 FEET, AND A CHORD WHICH BEARS
S 50°00'09" W, A DISTANCE OF 128.26 FEET; THENCE S 60°50'30" W A DISTANCE OF 120.08 FEET TO A POINT OF CURVATURE; THENCE 132.30 FEET, ALONG AN ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 16°18'32", A RADIUS OF 464.78 FEET, AND A CHORD WHICH BEARS S 68°59'45" W, A DISTANCE OF 131.85 FEET TO A POINT OF CURVATURE; THENCE 45.27 FEET, ALONG AN ARC OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 25°46'49", A RADIUS OF 100.61 FEET, AND A CHORD WHICH BEARS S 64°15'37" W, A DISTANCE OF 44.89 FEET; THENCE S 51°15'37" W A DISTANCE OF 42.64 FEET TO A POINT OF CURVATURE; THENCE 86.43 FEET, ALONG AN ARC OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 48°22'39", A RADIUS OF 102.36 FEET, AND A CHORD WHICH BEARS S 27°04'17" W, A DISTANCE OF 83.88 FEET TO THE POINT OF TERMINUS.

SAID EASEMENT CONTAINING 1.064 ACRES MORE OR LESS



BRENT BIGGS PLS#27598
FOR AND ON THE BEHALF OF
PEAK LAND CONSULTANTS, INC.

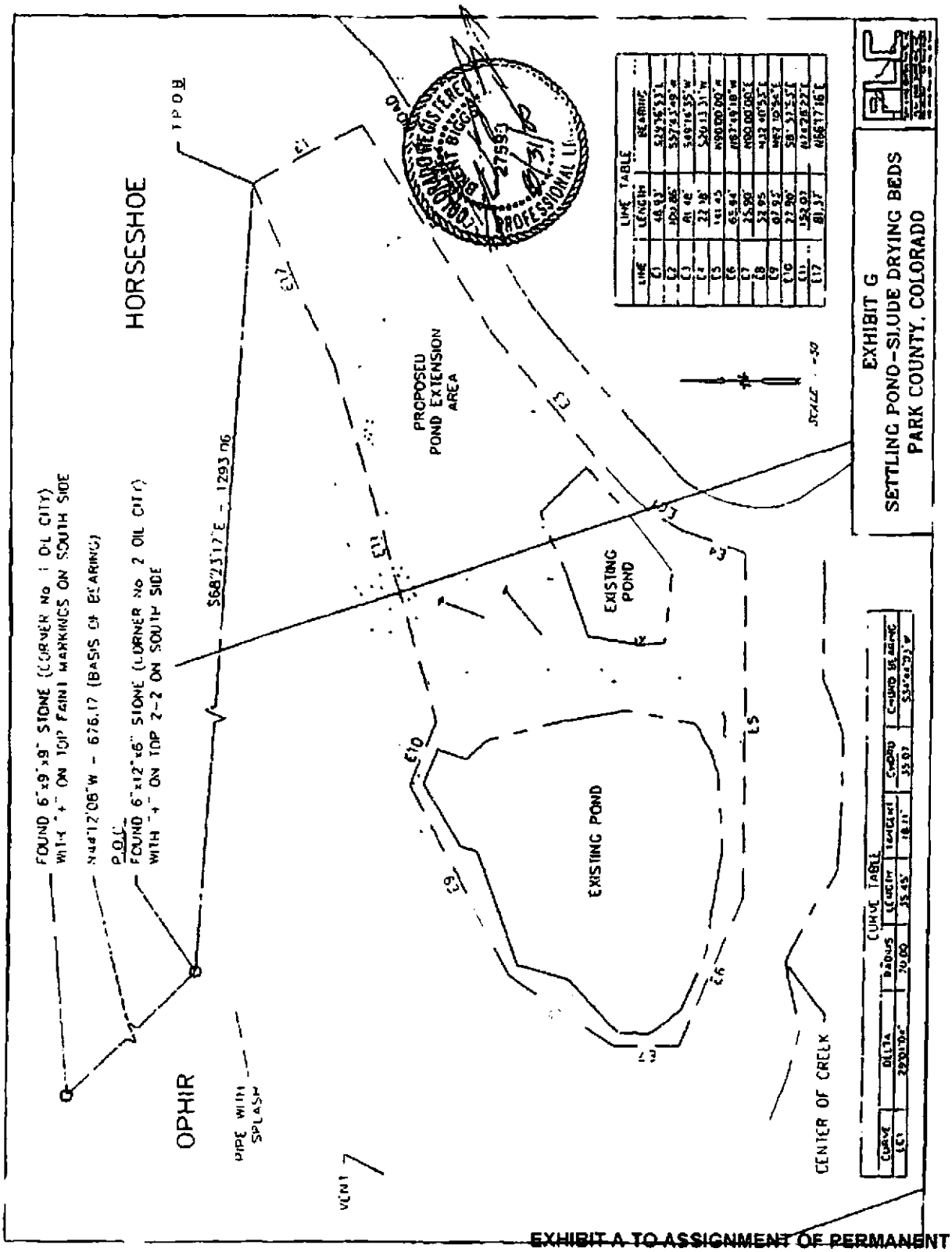


EXHIBIT G
SETTLING POND-SLUDE DRYING BEDS
PARK COUNTY, COLORADO
HORSESHOE
OPHIR
PROPOSED POND EXTENSION AREA
EXISTING POND
EXISTING POND
CENTER OF CREEK
S68°23'12"E - 1293.06'
FOUND 6"x9"x9" STONE (CORNER No. 1 OIL CITY) WITH "+" ON TOP FAINT MARKINGS ON SOUTH SIDE
N44°12'08"W - 676.17' (BASIS OF BEARING)
P.O.B.
FOUND 6"x12"x6" STONE (CORNER No. 2 OIL CITY) WITH "+" ON TOP 2-2 ON SOUTH SIDE
PIPE WITH SPLASH
LINE TABLE
CURVE TABLE
SCALE 1"=50'

LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN THE OPHIR LODE PER THE MINERAL SURVEY NO. 1835 DATED AUGUST 2, 1881 IN THE U.S. SURVEYOR GENERALS OFFICE AND THE HORSESHOE LODE PER THE MINERAL SURVEY NO. 3900 DATED DECEMBER 8, 1884 IN THE U.S SURVEYOR GENERALS OFFICE. ALSO BEING A PART OF SECTION 18, TOWNSHIP 9 SOUTH, RANGE 78 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF PARK, STATE OF COLORADO. SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS

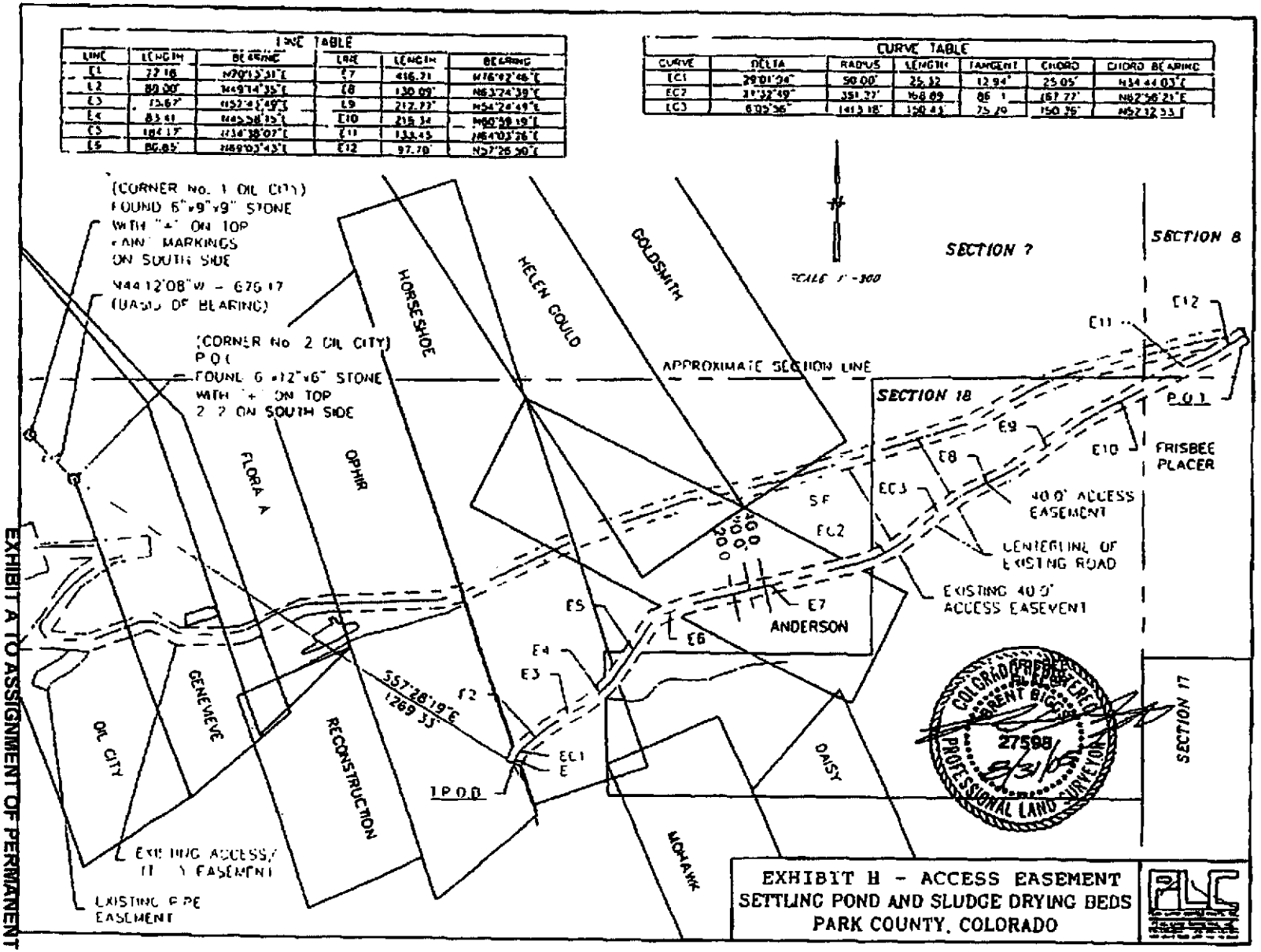
COMMENCING AT CORNER NO. 2 OF SAID OIL CITY LODE A 6"X 12"X 6" STONE FOUND IN PLACE, WHENCE CORNER NO. 1 OF SAID OIL CITY LODE A 6"X 9"X 9" STONE FOUND IN PLACE BEARS N 44°12'08" W A DISTANCE OF 676.17 FORMING THE BASIS OF BEARING OF BEARING FOR THIS DESCRIPTION. THENCE S 68°23'17" E A DISTANCE OF 1293.06 FEET TO THE TRUE POINT OF BEGINNING;

THENCE S 29°16'53" E A DISTANCE OF 48.93 FEET; THENCE S 57°43'49" W A DISTANCE OF 100.86 FEET; THENCE S 49°14'35" W A DISTANCE OF 81.48 FEET TO A POINT OF CURVATURE; THENCE 35.45 FEET, ALONG AN ARC OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 29°01'04", A RADIUS OF 70.00 FEET, AND A CHORD WHICH BEARS S 34°44'03" W, A DISTANCE OF 35.07 FEET; THENCE S 20°13'31" W A DISTANCE OF 22.18 FEET; THENCE N 90°00'00" W A DISTANCE OF 141.45 FEET; THENCE N 67°49'18" W A DISTANCE OF 65.94 FEET, THENCE N 00°00'00" E A DISTANCE OF 25.90 FEET; THENCE N 32°40'53" E A DISTANCE OF 52.95 FEET; THENCE N 62°10'54" E A DISTANCE OF 87.93 FEET; THENCE S 67°57'53" E A DISTANCE OF 27.90 FEET; THENCE N 74°28'22" E A DISTANCE OF 152.07 FEET; THENCE N 66°17'16" E A DISTANCE OF 81.37 FEET; TO THE TRUE POINT OF BEGINNING.

SAID PARCEL CONTAINING 0.837 ACRES MORE OR LESS

COLORADO REGISTERED BRENT BIGGS 27598 PROFESSIONAL LAND SURVEYOR

BRENT BIGGS PLS#27598
FOR AND ON THE BEHALF OF
PEAK LAND CONSULTANTS, INC


LINE TABLE
CURVE TABLE
(CORNER No. 1 OIL CITY)
FOUND 6"x9"x9" STONE
WITH "+" ON TOP
"AN" MARKINGS
ON SOUTH SIDE
N44°12'08"W - 676.17
(BASIS OF BEARING)
(CORNER No. 2 OIL CITY)
POC
FOUND 6"x12"x6" STONE
WITH "+" ON TOP
2 2 ON SOUTH SIDE
HORSESHOE
HELEN GOULD
GOLDSMITH
SECTION 7
SECTION 8
SCALE 1" = 300'
APPROXIMATE SECTION LINE
SECTION 18
E12
E11
P.O.T.
E9
E10
FRISBEE PLACER
E8
EC3
40.0' ACCESS EASEMENT
CENTERLINE OF EXISTING ROAD
EXISTING 40.0' ACCESS EASEMENT
SF
EC2
E7
ANDERSON
E6
E5
E4
E3
E2
EC1
E
POB
S57°28'19"E
1269.53'
FLORA A
OPHIR
GENEVIEVE
OIL CITY
RECONSTRUCTION
DAISY
MOHAWK
SECTION 17
EXISTING ACCESS/
EASEMENT
EXISTING PIPE
EASEMENT
COLORADO REGISTERED
PROFESSIONAL LAND SURVEYOR
27598
9/31/05
EXHIBIT H - ACCESS EASEMENT
SETTLING POND AND SLUDGE DRYING BEDS
PARK COUNTY, COLORADO

LEGAL DESCRIPTION:

A 40.0' ACCESS EASEMENT, WHOSE SIDES ARE 20.0' ON EITHER SIDE OF THE FOLLOWING CENTERLINE DESCRIPTION AND ARE SHORTENED OR LENGTHENED AT BOUNDARY CORNERS, POINTS OF BEGINNING AND POINTS OF TERMINUS BEING LOCATED IN THE OPHIR LODE PER THE MINERAL SURVEY NO. 1835 DATED AUGUST 2, 1881 IN THE U.S. SURVEYOR GENERALS OFFICE, HORSESHOE LODE PER THE MINERAL SURVEY NO. 3900 DATED DECEMBER 8, 1884 IN THE U.S. SURVEYOR GENERALS OFFICE, ANDERSON LODE PER THE MINERAL SURVEY NO. 19638 DATED JULY 29, 1907 IN THE U.S. SURVEYOR GENERALS OFFICE, FRISBEE PLACER PER THE MINERAL SURVEY NO. 1161 THE U.S. SURVEYOR GENERALS OFFICE, ALSO BEING A PART OF SECTION 8, 17 AND 18, TOWNSHIP 9 SOUTH, RANGE 78 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF PARK, STATE OF COLORADO, THE CENTERLINE OF SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.

COMMENCING AT CORNER NO. 2 OF SAID OIL CITY LODE A 6"X 12"X 6" STONE FOUND IN PLACE, WHENCE CORNER NO. 1 OF SAID OIL CITY LODE A 6"X 9"X 9" STONE FOUND IN PLACE BEARS N 44°12'08" W A DISTANCE OF 676.17 FORMING THE BASIS OF BEARING OF BEARING FOR THIS DESCRIPTION. THENCE S 57°28'19" E A DISTANCE OF 1269.33 FEET TO THE TRUE POINT OF BEGINNING.

THENCE N 20°13'31" E A DISTANCE OF 22.18 FEET TO A POINT OF CURVATURE; THENCE 25.32 FEET, ALONG AN ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 29°01'04", A RADIUS OF 50.00 FEET, AND A CHORD WHICH BEARS N 34°44'03" E, A DISTANCE OF 25.05 FEET; THENCE N 49°14'35" E A DISTANCE OF 80.00 FEET; THENCE N 57°43'49" E A DISTANCE OF 115.67 FEET; THENCE N 45°58'15" E A DISTANCE OF 83.41 FEET; THENCE N 34°38'07" E A DISTANCE OF 184.17 FEET; THENCE N 69°03'43" E A DISTANCE OF 86.85 FEET; THENCE N 76°42'46" E A DISTANCE OF 416.71 FEET TO A POINT OF CURVATURE; THENCE 168.89 FEET, ALONG AN ARC OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 27°32'49", A RADIUS OF 351.27 FEET, AND A CHORD WHICH BEARS N 62°56'21" E, A DISTANCE OF 167.27 FEET TO A POINT OF REVERSE CURVATURE; THENCE 150.43 FEET, ALONG AN ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 6°05'56", A RADIUS OF 1413.18 FEET, AND A CHORD WHICH BEARS N 52°12'55" E, A DISTANCE OF 150.36 FEET; THENCE N 63°24'39" E A DISTANCE OF 130.09 FEET; THENCE N 54°24'49" E A DISTANCE OF 212.77 FEET; THENCE N 60°59'19" E A DISTANCE OF 215.34 FEET; THENCE N 64°03'26" E A DISTANCE OF 133.45 FEET, THENCE N 57°26'50" E A DISTANCE OF 97.70 FEET; TO THE POINT OF TERMINUS.

SAID ACCESS EASEMENT CONTAINING 1.950 ACRES MORE OR LESS.

BRENT BIGGS PLS#27598
FOR AND ON THE BEHALF OF
PEAK LAND CONSULTANTS, INC

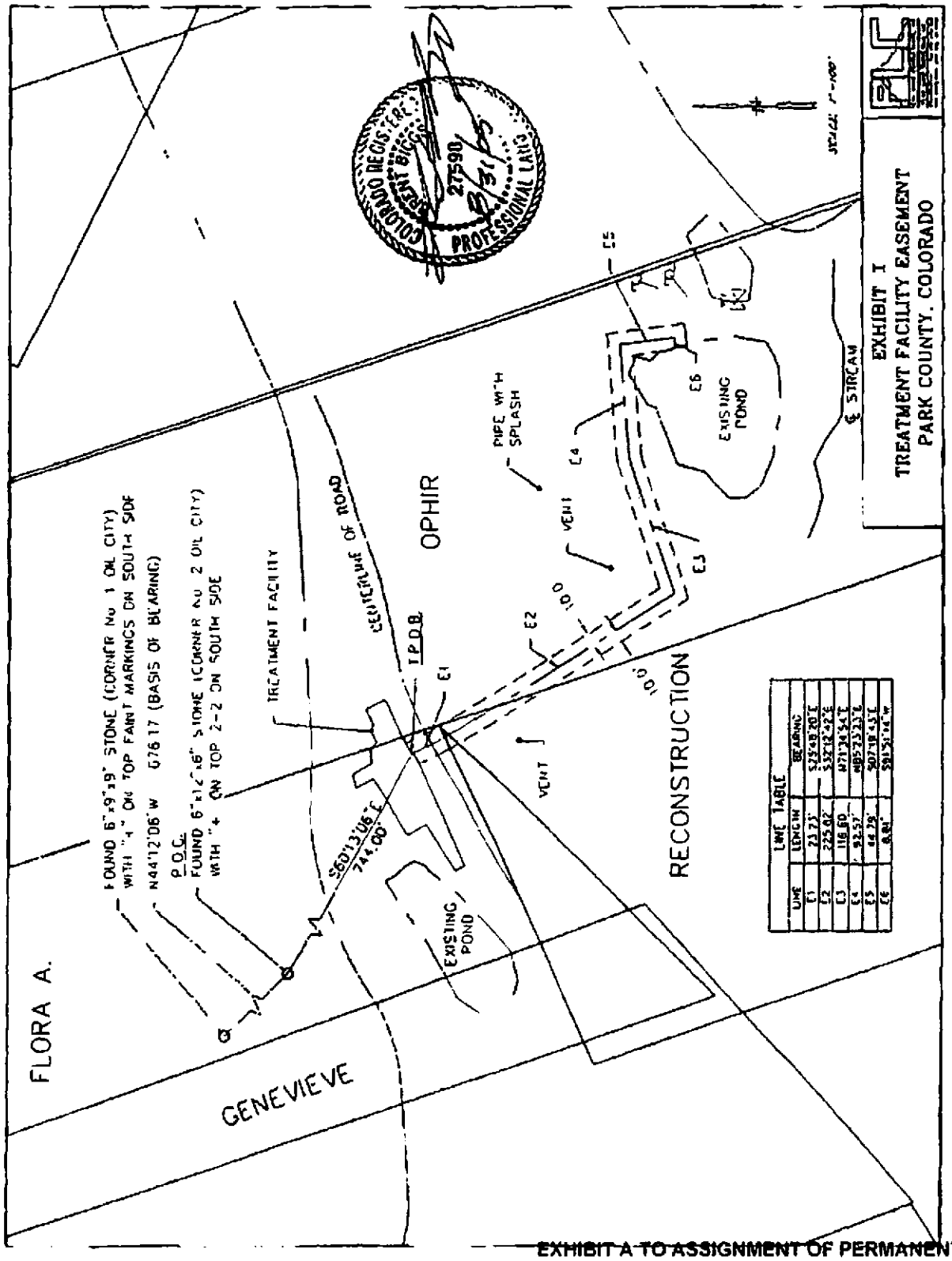


EXHIBIT A TO ASSIGNMENT OF PERMANENT EASEMENT DEED AND AGREEMENT
Page 25 of 26

628494 06/14/2006 01:55P
26 of 26 R 131.00 D 0.00 DEBRA A GREEN PARK CO

LEGAL DESCRIPTION:

A 20.0' UTILITY EASEMENT, WHOSE SIDES ARE 10.0' ON EITHER SIDE OF THE FOLLOWING CENTERLINE DESCRIPTION AND ARE SHORTENED OR LENGTHENED AT BOUNDARY CORNERS, POINTS OF BEGINNING AND POINTS OF TERMINUS BEING LOCATED IN THE

THE FRACTION, FLORA A, AND RECONSTRUCTION LODES PER THE MINERAL SURVEY NO.18430 DATED NOVEMBER 25, 1907, THE OPHIR LODE PER THE MINERAL SURVEY NO. 1835 DATED AUGUST 2, 1881 IN THE U.S. SURVEYOR GENERALS OFFICE, HORSESHOE LODE PER THE MINERAL SURVEY NO. 3900 DATED DECEMBER 8, 1884 IN THE U.S. SURVEYOR GENERALS OFFICE, ALSO BEING A PART OF SECTION 18, TOWNSHIP 9 SOUTH, RANGE 78 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF PARK, STATE OF COLORADO, THE CENTERLINE OF SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT CORNER NO. 2 OF SAID OIL CITY LODE A 6"X 12"X 6" STONE FOUND IN PLACE, WHENCE CORNER NO. 1 OF SAID OIL CITY LODE A 6"X 9"X 9" STONE FOUND IN PLACE BEARS N 44°12'08" W A DISTANCE OF 676.17 FORMING THE BASIS OF BEARING OF BEARING FOR THIS DESCRIPTION. THENCE S 60°13'06" E A DISTANCE OF 744.00 FEET TO THE TRUE POINT OF BEGINNING:

THENCE S 25°48'20" E A DISTANCE OF 23.23 FEET; THENCE S 32°12'42" E A DISTANCE OF 225.82 FEET; THENCE N 71°34'54" E A DISTANCE OF 116.60 FEET; THENCE N 85°23'23" E A DISTANCE OF 92.57 FEET; THENCE S 07°19'43" E A DISTANCE OF 44.79 FEET; THENCE S 61°51'14" W A DISTANCE OF 8.81 FEET; TO THE POINT OF TERMINUS.

SAID EASEMENT CONTAINING 0.235 ACRES MORE OR LESS

COLORADO REGISTERED BRENT BIGGS 27598 8/31/05 PROFESSIONAL LAND SURVEYOR

BRENT BIGGS PLS#27598
FOR AND ON THE BEHALF OF
PEAK LAND CONSULTANTS, INC

STATEMENT OF AUTHORITY
(§38-30-172, C.R.S.)

1. This Statement of Authority relates to an entity[1] named
   Prairie Center Metropolitan District No 9

2. The type of entity is a:
   - ☐ corporation
   - ☐ nonprofit corporation
   - ☐ limited liability company
   - ☐ general partnership
   - ☐ limited artnershi
   - ☐
   - ☐ registered limited liability partnership
   - ☐ registered limited liability limited partnership
   - ☐ limited partnership association
   - ☒ government or governmental subdivision or agency
   - ☐ trust

3. The entity is formed under the laws of State of Colorado

4. The mailing address for the entity is 141 Union Blvd. #150, Lakewood, CO 80228

5. The ☒ name ☒ position of each person authorized to execute instruments conveying, encumbering or otherwise affecting title to real property on behalf of the entity is Michael Tamblyn, President

6. The authority of the foregoing person(s) to bind the entity: ☐ is[2] not limited ☒ is limited as follows:
   execute documents on behalf of Prairie Center Metropolitan District No. 9 pursuant to authority granted by its Board of Directors

7. Other matters concernin the manner in which the entit deals with interests in real ro erty:

8. This Statement of Authority is executed on behalf of the entity pursuant to the provisions of §38-30-172, C.R.S.[3]

9. The Statement of Authority amends and supercedes in all respects any and all prior dated Statements of Authority executed on behalf of the entity.

Executed this 17th day of November, 2016

Prairie Center Metropolitan District No 9

By Michael Tamblyn

President

[1] This form should not be used unless the entity is capable of holding title to real property.
[2] The absence of any limitation shall be prima facie evidence that no such limitation exists.
[3] The statement of authority must be recorded to obtain the benefits of the statute.

State of Colorado)
) ss
County of Denver)

The foregoing Statement of Authority was acknowledged before me this 17th 21st day of November, 2016 by Michael Tamblyn, as President of Prairie Center Metropolitan District No. 9.

Witness my hand and official seal.
My commission expires 9/5/18

Tina L Caraballo
Notary Public

TINA L CARABALLO
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20024028699
COMMISSION EXPIRES SEPTEMBER 05, 2018

WHEN RECORDED RETURN TO:

MINERAL ROYALTY AGREEMENT

This Mineral Royalty Agreement (**Agreement**) is entered into and effective this 22nd day of November, 2016 (**Effective Date**) by and between THF Prairie Center Development, LLC, a Colorado limited liability company (**THF**); and MineWater Finance LLC (**MineWater**) (collectively, **Parties**).

RECITALS

A. MineWater owns real property and mineral interests located in Park County, Colorado, described on attached Exhibit A and incorporated by reference (**London Mine Real Property**).

B. Pursuant to a Mining Lease effective November 22, 2016 (**Mining Lease**), MineWater leases mineral interests in the "**American Flats**" owned by THF and located adjacent to the London Mine Property, described on attached Exhibit B and incorporated by reference. A copy of the Memorandum of Lease is attached as Exhibit C and incorporated by reference. MineWater's interests in the London Mine Real Property and Mining Lease are collectively referred to as "**MineWater's Mineral Interests**".

C. Pursuant to the November 22, 2016 Agreement Concerning Certain Land, Mineral, and Water Interests between THF and MineWater and the Mining Lease, MineWater agrees to pay THF mineral royalties according to the terms set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises and specific monetary considerations set forth in this Agreement, THF and MineWater agree as follows:

1. **MINEWATER ROYALTY PAYMENTS.** During the term of this Agreement, MineWater agrees to pay THF, its successors and assigns, the following royalties:

   1.1. **"Mineral Royalty(ies)"** on the terms provided in this Section 1 of (i) a two percent (2%) royalty on the Net Smelter Returns on the sale of Valuable Materials in, on, or from the London Mine Royalty Bearing Property other than American Flats; and (ii) a four percent (4%) royalty on the Net Smelter Returns on the sale of Valuable Materials in, on, or from the American Flats.

   1.2. A **"Real Estate Royalty"** of ten percent (10%) of the net proceeds from the sale or lease of the London Mine Real Property, and twenty percent (20%) of the net proceeds from the sublease of the American Flats (allowing for deduction of reasonable sales commissions and other reasonable and necessary costs incurred in connection with the sale or lease), during the Mineral Royalty Period, of land, mineral interests or mineral claims comprising all or a portion of the London Mine Royalty Bearing Property.

   1.3. **"London Mine Royalty Bearing Property"** shall mean all London Mine Real Property and American Flats as described in Section 2.5.

   1.4. ***Sale of London Mine Royalty Bearing Property.*** Provided a sale of all or any portion of the London Mine Royalty Bearing Property is made in good faith to third party purchasers who are not Permitted Transferees for fair market value, and not with any intent or purpose to evade the terms of this Agreement, the closing of the sale of all or any part of the London Mine Royalty Bearing Property, together with payment of the Real Estate Royalty payable to THF in connection with such sale, shall extinguish the obligation to pay any further Mineral Royalty(ies) for the period commencing after the closing date relating to the portion of the property sold.

1.5. ***Lease of London Mine Royalty Bearing Property***. With respect to leases of all or any portion of the London Mine Royalty Bearing Property or sublease of the American Flats, the ten percent (10%) Real Estate Royalty will be payable with respect to all lease payments paid to and received by MineWater during the Mineral Royalty Period relating to the London Mine Royalty Bearing Property other than American Flats, and a twenty percent (20%) Real Estate Royalty with respect to sublease payments paid to and received by MineWater during the Mineral Royalty Period relating to the American Flats.

1.6. ***Reduction in Mineral Royalties***. MineWater's obligation to pay THF the Mineral Royalty and Real Estate Royalty set forth in 1.1 and 1.2 shall be reduced as follows:

A. When MineWater has paid $1 Million in Mineral Royalty to THF before the eleventh (11th) anniversary of the Effective Date, then the royalty rate for the London Mine Royalty Bearing Property other than the American Flats under Section 1.1 shall decrease from two percent (2%) to four-tenths of a percent (0.4%); and, for the American Flats, shall decrease from four percent (4%) to eight-tenths of a percent (0.8%) thereafter, and the Real Estate Royalty rate under Section 1.2 shall decrease from ten percent (10%) to two percent (2%) for the London Mine Royalty Bearing Property other than American Flats; and from twenty percent (20%) to four percent (4%) for the American Flats.

B. When MineWater has paid $2 Million in Mineral Royalty to THF before the seventeenth (17th) anniversary of the Effective Date, then the royalty rate for the London Mine Royalty Bearing Property other than the American Flats under Section 1.1 shall be two-tenths of a percent (0.2%); and, for the American Flats, shall be four-tenths of a percent (0.4%) thereafter, and the Real Estate Royalty rate under Section 1.2 shall be one percent (1%) for the London Mine Royalty Bearing Property other than American Flats; and two percent (2%) for the American Flats.

C. In calculating the Real Estate Royalty due on a sale of the London Mine Royalty Bearing Property other than American Flats, the adjustments set forth in Sections 1.6(A) and (B) shall apply, and all Mineral Royalty and Real Estate Royalty paid by MineWater to THF prior to the closing on the sale shall apply against the Sections 1.6(A) and (B) thresholds.

2. **DEFINITIONS**. The following defined terms apply to the calculation and payment of Mineral Royalty(ies) and Real Estate Royalties payable to THF under this Agreement:

2.1. **"Mineral Royalty Period"** means: (i) for the London Mine Royalty Bearing Property other than American Flats, the period commencing on the Effective Date of this Agreement and ending on the sale of the London Mine Royalty Bearing Property to a third party purchaser other than a Permitted Transferee and payment of the Real Estate Royalty due under Section 1.2; and (ii) for the American Flats, the period commencing on the Effective Date of the Mining Lease and until the termination or expiration of the Mining Lease as defined in Exhibit C.

2.2. **"Net Smelter Returns" or "NSR"** means the revenues actually received by MineWater from the sale to any mint, smelter, refinery, custom mill, or other purchaser (collectively, **Smelter**) of any Valuable Materials on or from the London Mine Royalty Bearing Property, less the following costs and expenses actually paid by MineWater and without mark up of any kind:

A. all costs to MineWater of weighing, sampling, determining moisture content, and packaging such material and of loading and transporting Valuable Materials to the point of sale, including insurance and in-transit security costs;

B. all Smelter charges, such as smelting and refining charges, and all charges and penalties for impurities in the ore imposed by the Smelter; and

C. reasonable commissions

(collectively, **Smelter Costs**).

Notwithstanding the foregoing, for purposes of determining the Net Smelter Returns for calculating Mineral Royalties payable to THF in the event MineWater owns, operates, or has a five (5%) or greater ownership interest in the Smelter to which Valuable Materials are delivered (**Affiliated Smelter**), the purchase price for Valuable Materials will be deemed to be the product of the actually recovered amount of Valuable Materials multiplied by the "**Spot Price**." For gold, the Spot Price shall be the London P.M. fix (or the London A.M. fix on days when there is no London P.M. fix) as quoted in the Financial Times (or such other source as is mutually agreeable if that information is not available from the Financial Times), and for other minerals, the general market spot price as published in the most widely published newspaper or journal or reporting agency for such minerals, in each case as of the last business day prior to the date of final settlement from the Affiliated Smelter.

For purposes of calculating Net Smelter Returns, in the event MineWater elects not to sell any portion of the Valuable Materials, but instead elects to have the final product of any such gold and/or other mineral credited to or held for its account with any Smelter, refiner, or broker, such gold and/or other mineral shall be deemed to have been sold at the Spot Price on the day such gold and/or other mineral is actually credited to or placed in MineWater's account.

2.3. **"Permitted Transferees"** means one or more persons or entities owning a controlling interest in MineWater, any entity in which MineWater holds a controlling interest, or any entity under common control with MineWater. Notwithstanding Section 1.2 above, the Real Estate Royalty shall not be payable in connection with the transfer or lease of any portion of the London Mine Real Property: upon the sale of all or a portion of the London Mine Royalty Bearing Property to a Permitted Transferee, in which event this Agreement will be assigned to the Permitted Transferee to the extent of the London Mine Real Property leased or conveyed (**Transferred Property**) and the Permitted Transferee shall assume and be subject to all of MineWater's obligations under this Agreement with respect to the Transferred Property. Notwithstanding the lease or conveyance, in the absence of a written agreement with THF, MineWater shall remain responsible for all obligations of MineWater under this Agreement relating to the Transferred Property and to any London Mine Royalty Bearing Property that is not transferred to the Permitted Transferee.

2.4. **"Valuable Materials"** means any and all minerals or ore of every kind and character in or on the London Mine Royalty Bearing Property, including without limitation, tailings or waste from the London Mine Royalty Bearing Property, except and excluding oil, gas, and other hydrocarbon substances.

2.5. **"London Mine Royalty Bearing Property"** shall mean all London Mine Real Property and American Flats unless and until MineWater shall have paid THF $1 Million on or before the tenth (10th) anniversary of the Effective Date. Upon payment of $1 Million in Mineral Royalties on or before the time permitted, the London Mine Royalty Bearing Property shall thereafter be defined as the London Mine Real Property and the American Flats less the real property generally identified as London Mine Real Property that is located outside of the red ring shown on Exhibit D, which will be attached and incorporated by reference in this Agreement (**Non-Royalty Bearing Property**). When MineWater seeks to establish Non-Royalty Bearing Property, MineWater will provide THF

information specifically identifying the London Mine Royalty Bearing Property then deemed to be Non-Royalty Bearing Property.

2.6. ***Payment Schedule***. Mineral Royalties payable to THF shall be paid within five (5) Business Days of receipt by MineWater of payments from the Smelter, subject to an annual Smelter Costs true-up to occur within sixty (60) calendar days after the end of each calendar year during the Term. In the event additional Smelter Costs are determined to be applicable, any overpaid Mineral Royalties shall be paid by set-off against then current Mineral Royalties due THF under this Agreement. All Real Estate Royalties under this Agreement shall be paid at the closing on any applicable sale transaction of London Mine Royalty Bearing Property and within five (5) calendar days of receipt of lease or sublease payments by MineWater for the London Mine Royalty Bearing Property.

3. **TERM**. This Agreement and MineWater's and any Permitted Transferee's obligation to pay the Mineral Royalty Payments to THF shall terminate following a sale of all of MineWater's Mineral Interests to a third party that is not a Permitted Transferee and payment of any Mineral Royalty Payments due THF on the proceeds of the sale as provided in Sections 1.1 and 2.6.

4. **RECORDING**.

4.1. This Agreement may be recorded with the Clerk and Recorder for Park County, Colorado and the Clerk and Recorder for Lake County, Colorado.

4.2. Upon expiration or termination of this Agreement as provided in Section 3, the Mineral Interests shall be free and clear of the covenants and obligations and lien provided in this Agreement, and THF shall, upon MineWater's request, execute and acknowledge an instrument evidencing such termination and release sufficient to discharge the lien of the recording of this Agreement. Failure to execute a properly requested release shall be a breach of this Agreement

4.3. This Section 4 shall specifically survive expiration or termination of this Agreement.

5. **COVENANT RUNS WITH THE LAND**. Until expiration or termination under Section 3, the Parties acknowledge and agree this Agreement touches and concerns the London Mine Real Property, is intended to and shall run with the London Mine Real Property, and shall inure to the benefit of THF and all subsequent purchasers and assigns of all or any portion of the London Mine Real Property.

6. **GENERAL PROVISIONS**.

6.1. ***Successors and Assigns***. This Agreement shall be binding upon, and will inure to the benefit of, the respective successors and permitted assigns of the Parties.

6.2. ***Modifications***. This Agreement may not be modified in any respect except by a further agreement in writing duly executed by THF and MineWater. However, any consent, waiver, approval or authorization will be effective if signed by the Party granting or making such consent, waiver, approval, or authorization.

6.3. ***Notices***. All notices, demands, requests, or other communications under this Agreement shall be in writing and shall be deemed effectively given or made on the date served upon the Party to be notified personally; three (3) Business Days after being deposited in the United States mail, first class postage prepaid; one (1) Business Day after deposit or delivery to a reputable overnight courier, prepaid, receipt acknowledged; or upon acknowledgement or confirmation of receipt of email from the recipient's email address

when sent by electronic mail; all to the address of such Party set forth below or to such other address as such Party may last have designated by notice under this Agreement. Rejection or refusal to accept delivery or the inability to deliver because of changed mailing address or electronic mail address of which no notice was given shall be deemed to be receipt of notice as of the date such notice was deposited in the mail or delivered to the courier.

THF Prairie Center Development, LLC
Attn: Jason Meyerpeter
211 North Stadium Boulevard, Suite 201
Columbia, Missouri 65203
Tel: 573.449.8323
Email: Jason@milangreenmanagement.com

MineWater Finance LLC
Attn: Joseph G. Harrington
10924 Leroy Drive
Northglenn, Colorado 80233
Tel: 720.883.6700
Email: jgh@MineWater.com

The Parties may change their addresses by notice given in accordance with this Section 6.3.

6.4. ***Captions***. The captions of this Agreement are for convenience and reference only and in no way define, describe, extend, or limit the scope, meaning, or intent of this Agreement.

6.5. ***Severability***. The invalidation or unenforceability in any particular circumstance of any of the provisions of this Agreement will in no way affect any of the other provisions of this Agreement, which will remain in full force and effect.

6.6. ***No Third Party Beneficiaries***. This Agreement does not create, and shall not be construed as creating, any rights enforceable by any person not a Party, or a successor or assign of a Party to this Agreement.

6.7. ***Controlling Law***. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Colorado.

6.8. ***Survival***. The Parties' representations, warranties, releases, and indemnities in this Agreement that contemplate performance after termination or expiration of this Agreement shall survive the termination or expiration of this Agreement.

6.9. ***Counterparts***. This Agreement may be executed in any number of original counterparts, all of which evidence only one agreement, and only one of which need be produced for any purpose.

7. **JURISDICTION, VENUE AND LIMITATION OF ACTIONS**. With respect to any suit, action, or proceedings filed or maintained relating to this Agreement, the transactions contemplated by this Agreement, or the relationship of the Parties (Proceedings), each Party irrevocably:

7.1. Submits to the exclusive jurisdiction of the District Court for Park County, Colorado;

7.2. Waives any right of removal and objection that the Party may have at any time to the venue of any proceedings brought in the District Court for Park County, Colorado, and waives any claim that such proceedings have been brought in an inconvenient forum,

and further waives the right to object, with respect to such proceedings, that the court does not have jurisdiction over such Party.

7.3. Notwithstanding any provisions in this Agreement to the contrary, in the event of litigation arising from or related to this Agreement, the substantially prevailing party will be entitled to recover their reasonable attomeys' fees and costs.

7.4. The provisions of this Section 7 shall specifically survive termination or expiration of this Agreement.

8. **WAIVER OF JURY TRIAL**. The Parties hereby knowingly, voluntarily, and intentionally waive the right either may have to a trial by jury in respect of any litigation based on this Agreement, or arising out of, under, or in connection with this Agreement and any document executed in connection with this Agreement, or any course of conduct, course of dealing, statements, whether oral or written, or actions of either Party. This provision is a material inducement for the Parties to enter into this transaction.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first above written.

MINEWATER FINANCE LLC
a Colorado limited liability company

By: _____
Joseph G. Harrington
Its Manager

STATE OF COLORADO)
) ss.
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 22nd day of November, 2016, by Joseph G. Harrington as Manager of MineWater Finance LLC.

Witness my hand and seal.

My commission expires: 04-02-19

_____
Notary Public

JEANIE A. DREGER
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19914004278
MY COMMISSION EXPIRES APRIL 2, 2019

THF PRAIRIE CENTER DEVELOPMENT, L.L.C.,
a Colorado limited liability company

BY: THF PRAIRIE CENTER INVESTORS, L.L.C.
a Missouri limited liability company, Its Manager

BY: MILAN GREEN MANAGEMENT, L.L.C.
a Missouri limited liability company, Its Manager

By: _____
Jason Meyerpeter, Manager

STATE OF MISSOURI)
) ss.
COUNTY OF Boone)

On this 22nd day of November, 2016, before me appeared Jason Meyerpeter, to me personally known, who, being by me duly sworn, did state he is the Manager of Milan Green Management, L.L.C., a Missouri limited liability company, which is the Manager of THF Prairie Center Investors, L.L.C., a Missouri limited liability company, which is the Manager of THF Prairie Center Development, L.L.C., a Colorado limited liability company. Jason Meyerpeter acknowledged he executed this instrument on behalf of said limited liability company and acknowledged said instrument as the free act and deed of said limited liability companies.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid on the day and year above written.

Debra E. Barton
Notary Public

My commission expires: 3/26/17

DEBRA E. BARTON
Notary Public – Notary Seal
STATE OF MISSOURI
Commissioned for Boone County
My Commission Expires: 3/26/2017
ID. #13450605

EXHIBIT A

LONDON MINE PROPERTY

Parcel 1:
The following mining claims, each being as defined and limited by its patent:
Reconstruction LMC U.S. Survey 18430,
Ophir, LMC U.S. Survey 1835,
Comstock LMC U.S. Survey 2811,
Jerome B. Chafee LMC U.S. Survey 2457,
Grimsby LMC U.S. Survey 2812,
Genevieve, U.S. Survey #17904;
Fraction, U.S. Survey #18430;
Flora A, U.S. Survey #18430;
Ohio, U.S. Survey #20390;
Ibex, U.S. Survey #20248;
Huron, U.S. Survey #1998;
50% interest in the American, U.S. Survey #1997, Below the level of the London Water Tunnel;
County of Park, State of Colorado.

Parcel 2:
The following mining claims, each being as defined and limited by its patent:
An undivided 1/8 interest in Little Champion LMC #4416,
An undivided 1/2 interest in Emma LMC #18966,
An undivided 1/2 interest in Vanderbilt LMC #18966,
An undivided 1/2 interest in Pocohontas LMC #18966,
All of Nova Scotia LMC #9836,
An undivided 1/2 interest in American Eagle LMC #2779
County of Park, State of Colorado

Parcel 3:
The following mining claims, each being as defined and limited by its patent:
33.33% interest in Michigan #1, MS #15373 (Schedule # 91365). as conveyed in Treasurer's Deed recorded May 20, 2010 at Reception No. 671062.
County of Park, State of Colorado

Parcel 4:
The following mining claims, each being as defined and limited by its patent:
A 50% interest in Bob, MS# 18571 (Schedule #91612), as conveyed in Treasurer's Deed recorded April 23, 2009 at Reception No. 661135.
A 33.33% interest in Copperhead MS #16912 (Schedule #91513), as conveyed in Treasurer's Deed recorded April 23, 2009 at Reception No. 661134.
County of Park, State of Colorado

Parcel 5:
The following mining claims, each being as defined and limited by its patent:
The Horseshoe, LMC, U.S. Survey #3900, Below the level of the London Water Tunnel;
The Anderson LMC, U.S. Survey # 19638, Below the level of the London Water Tunnel;
The Key U.S. Survey #1457;
The Joe Dandy Lode Mining Claim , U.S. Survey #8270B;
The Frisbee Placer Mining Claim, U.S. Survey #1161;
The Lehigh Valley Placer, more particularly described in Patent recorded in Book 56 at Page 119;
75% interest of The Waterfall, U.S. Survey #15591;
75% interest of The Crisis Placer, U.S. Survey #15660;
The Westerly part of the W1/4 of Goldslide; U.S. Survey #13224 as described in Book 168 at Page 34;

EXHIBIT A

An undivided 2/3 interest in the East 3/4ths of the Goldslide Placer, U.S. Survey #13224;
The Accomodation, U.S Survey #12478;
The Oliver Twist, U.S. Survey #12478;
The Aetna, U.S. Survey #2091;
The Agnes, U.S. Survey #4982;
33.33% interest in The AJV #1, U.S. Survey #20247
33.33% interest in The AJV #1, U.S. Survey #20247;
33.33% interest in The AJV #2, U.S. Survey #20247;
33.33% interest in The AJV #2, U.S. Survey #20247;
33.33% interest in The AJV #4, U.S. Survey #20247;
33.33% interest in The AJV #4, U.S. Survey #20247;
The Albany, U.S. Survey #15522;
The St. Johns, U.S. Survey #15522;
The Ant Hill #1, U.S. Survey #3403;
The Ant Hill #2, U.S. Survey #3404;
The Ant Hill #3, U.S. Survey #3405;
The Eclipse, U.S. Survey #175;
The Mother, U.S. Survey #204, Below the level of the London Water Tunnel;
66.66% interest in The Keystone, U.S. Survey # 272;
The Champaign, U.S. Survey #646;
The Little Corinne, U.S. Survey #1029;
The Baltic Lode, U.S. Survey # 1211;
The Jacobs Wonder, U.S. Survey # 1394;
The Wonderful, U.S. Survey #1395;
The Imperial, U.S. Survey #1641;
The Ajax, U.S. Survey #1650;
The Souvenir, U.S. Survey #1651;
The South End, U.S. Survey #1733;
The Tunnel, U.S. Survey #1734;
The Henry D, U.S. Survey #1735;
33.33% interest in The Shovel, U.S. Survey #1740;
The Hugo, U.S. Survey #1846;
The BFD, U.S. Survey #1858;
The Venus, U.S. Survey # 2062;
The Hidden Treasure, U.S. Survey #2092;
The Pick, U.S. Survey #2093;
The Three Brothers, U.S. Survey #2102A;
The Three Brothers Mill Site, U.S. Survey #2102B;
The Silverstar, U.S. Survey #2190;
The Sunny South, U.S. Survey #2606;
The Lone Star, U.S. Survey #2774;
The Tip Top, U.S. Survey #2928;
The Iola, U.S. Survey #2929;
The Coney, U.S. Survey #3371;
The Mohawk, U.S. Survey #3561;
The Found Out, U.S. Survey #3628;
The Cliff, U.S. Survey #3817;
The Triangle, U.S. Survey #3818;
The Edna, U.S. Survey #3926;
The SM, U.S. Survey #4022;
The Emma Nevada, U.S. Survey #4348;
The Fanny, U.S. Survey #4490;
The Grand Prize, U.S. Survey #4670;

EXHIBIT A

The Redman, U.S. Survey #5828;
The Lillie Langtry, U.S. Survey #5918;
The Jo Dandy, U.S. Survey #6518;
The June, U.S. Survey #6534;
The Maumee, U.S. Survey #7678;
The London, U.S. Survey #8270B;
66.66% interest in The Michigan 1, U.S. Survey #15373 as described in Book 66 at Page 27;
66.66% interest in The Michigan 2, U.S. Survey #15373 as described in Book 66 at Page 27;
The Michigan 2, U.S. Survey #15373, less that part described in Book 66 at Page 27;
33.33% interest of The Michigan 2, U.S. Survey 15373, as described in Book 66 at Page 27;
66.66% interest of The Michigan 3, U.S. Survey #15373, as described in Book 66 at Page 27;
The Michigan 4, U.S. Survey #15373;
The Michigan 5, U.S. Survey #15373;
The Michigan 6, U.S. Survey #15373;
83.33% of The Michigan 7, U.S. Survey #15373;
83.33% of The Michigan 8, U.S. Survey #15373;
The Aspen 1, U.S. Survey #15384;
The Aspen 2, U.S. Survey #15384;
75% interest of The Big Sacramento, U.S. Survey #15456;
75% interest of Bed Rock, U.S. Survey #15591;
50% interest of The Jewett Placer, U.S. Survey #15627;
25% interest of The Doctor, U.S. Survey #15749;
25% interest of The Doctor #2, U.S. Survey# 15749;
The Harold, U.S. Survey #15957, Below the level of the London Water Tunnel,
The Glen Isle, U.S. Survey #16011;
The Twin Brothers, U.S. Survey #16912;
The Miners Hope, U.S. Survey #16912;
66.66% interest in The Copperhead, U.S. Survey #16912;
The Clipper, U.S. Survey #17024;
50% interest in The Grey Eagle, U.S. Survey #17392;
The Clipper #2, U.S. Survey #17514;
The Camilla, U.S. Survey #17782;
The Birgen, U.S. Survey #17782;
The Pisgah, U.S. Survey #17782;
The Sweet Annie, U.S. Survey #17782;
The Rattler, U.S. Survey #17782;
The Dinero, U.S. Survey #17904;
The Oil City, U.S. Survey #17904;
The Wealth, U.S. Survey #17935, Except any portion in conflict with the Prince Oscar MS#17935;
The Vulcan, U.S. Survey #17935, Except any portion in conflict with the Prince Oscar MS#17935 ;
The Dewey Mine, U.S. Survey #18022;
The Helen Gould #1, U.S. Survey #18053, Below the level of the London Water Tunnel;
The Gold Smith, U.S. Survey #18053, Below the level of the London Water Tunnel;
The Rockslide, U.S. Survey #18425;
The Pine Tree, U.S. Survey #18426;
The Dot, U.S. Survey #18426;
The Miami, U.S. Survey #18426;
50% of The Bob, U.S. Survey #18571;
50% of The Bun, U.S. Survey #18571;
The California, U.S. Survey #18578;
The California #2, U.S. Survey #18578;
The Pawnee, U.S. Survey #19647, Below the level of the London Water Tunnel;
The Commission, U.S. Survey #19647;

EXHIBIT A

The Independent, U.S. Survey #19647; Below the level of the London Water Tunnel;
The Little Newton, U.S. Survey #19926;
The Betty Mill Site, U.S. Survey #19973;
The Emma Nevada Fraction, U.S. Survey #20510;
The Cabin, U.S. Survey #20511;
The Michigan #1, U.S. Survey #20511;
The Michigan #2, U.S. Survey #20511;
The Sunbonnet #1, U.S. Survey #20511;
The Sunbonnet #2, U.S. Survey #20511;
The Washington, U.S. Survey #20592;
The London 1, U.S. Survey #20593;
The London 2, U.S. Survey #20593;
The London, U.S. Survey #206;
The Paris, U.S. Survey #205;
The Venture, U.S. Survey #7405;
The Hard To Beat, U.S. Survey #207;
The Minnesota, U.S. Survey #3301;
The Wisconsin, U.S. Survey #2601;
The Easton, U.S. Survey #17328;
The Senator Patterson, U.S. Survey #17327;
The Allentown, U.S. Survey #15889;
The Matter, U.S. Survey #15889;
The Towne, U.S. Survey #17327; Below the Level of the London Water Tunnel;
37.5% interest in The Little Champion, U.S. Survey #4416;
37.5% interest in The Little Champion, U.S. Survey #4416;
75% interest in The Collingswood, U.S. Survey #16647;
18.75% interest in the Maine 1, U.S. Survey #14416;
18.75% interest in the Maine 2, U.S. Survey #14416;
18.75% interest in the Maine 3, U.S. Survey #14416;
18.75% interest in the Maine 4, U.S. Survey #14416;
18.75% interest in the Maine 5, U.S. Survey #14416;
18.75% interest in the Maine 6, U.S. Survey #14416;
18.75% interest in the Maine 7, U.S. Survey #14416;
The Pennsylvania #1, U.S. Survey #20246;
The Pennsylvania #2, U.S. Survey #20246;
The Pennsylvania #3, U.S. Survey #20246;
71.39% interest in the Iron, U.S. Survey #6478, Less the tract described in Book 48 at Page131-134;
71.39% interest in the Search 1, U.S. Survey #6478, Less the tract described in Book 48 at Page131-134;
71.39% interest in the Search 2, U.S. Survey #6478, Less the tract described in Book 48 at Page131-134;
71.39% interest in the Search 3, U.S. Survey #6478, Less the tract described in Book 48 at Page131-134;
71.39% interest in the Search 4, U.S. Survey #6478, Less the tract described in Book 48 at Page131-134, and except any interest in the Iron Lode, U.S.M.S. No. 6478;
71.39% interest in the Dreadnaught, U.S. Survey #6478, Less the tract described in Book 48 at Page131-134, and except any interest in conflict with U.S.M.S. No. 6057;
71.39% interest in the Supervisor, U.S. Survey #6478, Less the tract described in Book 48 at Page131-134 ;
71.39% interest in the Hattie, U.S. Survey #6478, Less the tract described in Book 48 at Page131-134 and except any interest in conflict with U.S.M.S. No. 6057;
Part of Shearwater Placer aka a Tract in S2S2 17-9-78 and N2N2 20-9-78 as described in Book 78 at Page 520;
97.9% interest in The Allegheny Placer, U.S. Survey #627;
A portion of Iron, Search 1-4, Hattie S. Dreadnaught, Superior, U.S. Survey #6478, as described in Book 302 at Page 506 and in Book 83 at Page 345;

EXHIBIT A

The Helen Gould #2, U.S. Survey #18053;
The Helen Gould #3, U.S. Survey #18053;
The Westerly part of Glengarry Placer as described in Book 168 at Page 35.
County of Park, State of Colorado.

EXHIBIT B

AMERICAN FLATS PROPERTY

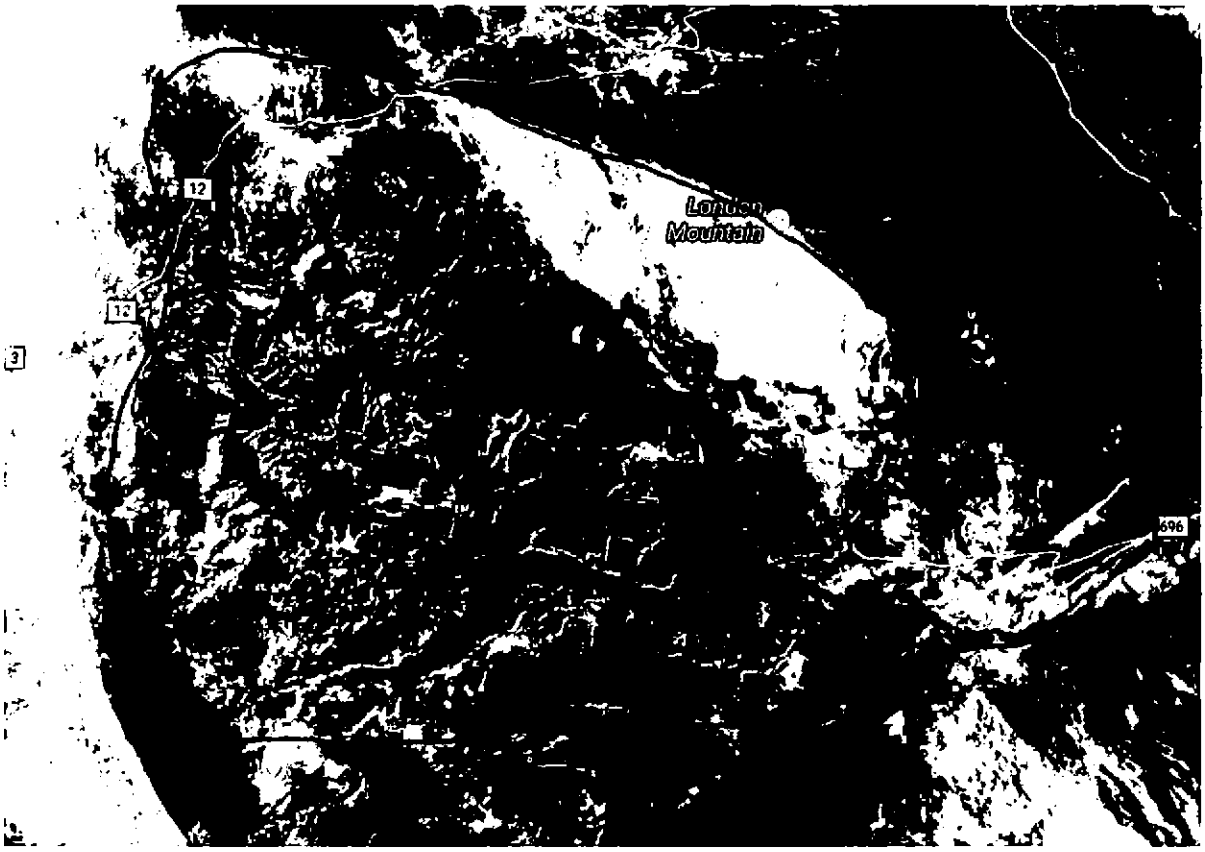
The following patented lode mining claims included within Mineral Survey No. 14297, Patent Nos. _____ and embracing portions of Sections 7 and 18, Township 9 South, Range 78 West of the 6th P.M., and Sections 12 and 13, Township 9 South, Range 79 West of the 6th P.M., Park County, Colorado, to wit:

DEPEW LODE MINING CLAIM
LILA LODE MINING CLAIM
MY QUEEN LODE MINING CLAIM
DRUGGIST LODE MINING CLAIM
AUNT EMMA LODE MINING CLAIM
JOSEPHINE LODE MINING CLAIM
JEN CONNELL LODE MINING CLAIM
ATHENS LODE MINING CLAIM
EXPANSION LODE MINING CLAIM
PHILEMON LODE MINING CLAIM
NINA LODE MINING CLAIM
WESLEY MILLS LODE MINING CLAIM
BONNIE SCOTLAND LODE MINING CLAIM
BESSIE LODE MINING CLAIM
PARADISE LODE MINING CLAIM
VIVA LODE MINING CLAIM
MASCOT LODE MINING CLAIM
LEROY LODE MINING CLAIM
META LODE MINING CLAIM
LOGAN LODE MINING CLAIM
LITTLE HELEN LODE MINING CLAIM
RITA LODE MINING CLAIM
SAMUEL LODE MINING CLAIM
EMMONS LODE MINING CLAIM
GOLDEN HOPES LODE MINING CLAIM
KINLEY MAC LODE MINING CLAIM
LEONA LODE MINING CLAIM
ROOSEVELT LODE MINING CLAIM
ELIZABETH LODE MINING CLAIM
SALVATOR LODE MINING CLAIM
WINCHELL LODE MINING CLAIM
TRIUMVIRATE LODE MINING CLAIM
BEN ALI LODE MINING CLAIM
MABEL LODE MINING CLAIM
UNCLE ALLAN LODE MINING CLAIM

EXCEPT that portion of the surface thereof lying within Maine Lode Mining Claim, Survey No. 14416, all as defined and limited by their patents.

EXHIBIT C

[Memorandum of Lease]



The list of properties within the London Royalty Bearing Area include the following Park County Schedule Nos. which for clarity is intended to include all mineral claims owned by any of the Wright parties as of October 2016 within the drainage above and including the Water Tunnel, and includes the Allegheny Placer (90285) which does not now drain to the Water Tunnel but is likely to include new targets of interest from the mining around the Water Tunnel and will likely drain to the Water Tunnel in the future if mining was restarted:

91589	91731	91581
91590	91877	91710
91587	91881	91679
91588	91882	91607
91764	91878	91581
91420	91728	91677
91727	91730	90557
91729	91884	90439

90418
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90220
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PERMANENT EASEMENT DEED AND MAINTENANCE AGREEMENT

THIS PERMANENT EASEMENT DEED AND AGREEMENT (Easement) is made this 22nd day of November, 2016, (**Effective Date**) by and between THF Prairie Center Development, L.L.C., a Colorado limited liability company (**THF**), whose address is 211 North Stadium Boulevard, Suite 201, Columbia, Missouri, 65203; and MineWater Finance LLC, a Colorado limited liability company (**MineWater**), whose address is 10924 Leroy Drive, Northglenn, Colorado, 80233 (collectively, **Parties**).

RECITALS

A. MineWater owns the real property located in Park County, Colorado, described on attached Exhibit A and incorporated by reference (**London Mine Property**).

B. THF owns the following water rights:

1. Water rights emanating from the London Mine Water Tunnel, specifically including those water rights adjudicated in Case Nos. W-7538, W-8036(75), W-8265(76), and 91CW77, in the Colorado Water Court for Water Division No. 1, further described on attached Exhibit B which is incorporated by reference (**THF London Mine Water Rights**);

2. Water rights adjudicated in Water Court, Water Division No. 1, Case No. W-8314-76, dated November 26, 1986 described on attached Exhibit C and incorporated by reference (**London Mine Conditional Water Right**);

3. Water rights for 724 acre feet associated with the Leach Well adjudicated in Case No. 80CW419 dated January 9, 1992 (**Leach Well Rights**); and

4. Water rights pursuant to the terms of the Personal Representative's Deed effective November 22, 2016 between Judith Anne Meyer, as the Personal Representative of the Estate of Benjamin Lee Wright, Jr., as Grantor and THF as Grantee; and the Bargain and Sale Deed effective November 22, 2016, between London Mine Limited Liability Company as Grantor and THF as Grantee, which deeds were recorded with the Clerk and Recorder for Park County, Colorado on November 22, 2016, at Reception Nos. 730607 and 730605, respectively.

5. The water rights described in Sections 1 through 4 above are collectively referred to in this Easement as the "**THF Water Rights**" or "**THF Water**".

6. There are two adits associated with the London Mine Property and the THF Water Rights described in this Easement as: the London Mine Water Tunnel (**Water Tunnel**) and the London Mine Extension Tunnel (**Extension Tunnel**). Also located on the London Mine Property is a water treatment plant treating water discharged from the Extension Tunnel now owned by MineWater (**Treatment Plant**) and telemetry equipment owned and operated by THF (**Telemetry Equipment**).

C. THF owns the real property known as "**American Flats**" located adjacent to the London Mine Property described in attached Exhibit D and incorporated by reference. The Leach Well Rights are affiliated with American Flats and derive their source of water from developed water associated with the London Syncline.

After recording, return to:

THF Prairie Center Development, L.L.C., c/o
Lee Johnson, CARLSON, HAMMOND & PADDOCK, LLC, 1900 Grant St., Ste. 1200, Denver, CO 80203; Tel: 303.861.9000

D. THF and MineWater, amongst others, have negotiated and executed a Compliance Order on Consent and Settlement Agreement, Number IC-160803-1 (**COC**) with the Water Quality Control Division resolving all outstanding penalties, fines, and liabilities associated with past water discharges from the Water Tunnel and Extension Tunnel and providing a framework for bringing these discharges into compliance in the future.

E. The Parties desire to enter into this Easement to establish easements; rights-of-way; rights of access, use, ingress, and egress; and maintenance and repair obligations relating to the THF Water Rights, the London Mine Property, and the American Flats.

AGREEMENT

NOW, THEREFORE, in consideration of the premises, mutual promises, and obligations set forth in this Easement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. ***Conveyance of Permanent Easement.*** For Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, MineWater grants and conveys to THF, its successors and assigns, a perpetual easement and right of entry and access on, over and under the London Mine Property described in Exhibit A for the purposes of accessing the Water Tunnel, Extension Tunnel, and Treatment Plant, and to take such reasonable and necessary actions in the sole discretion of THF and its successors and assigns:

A. to maintain and measure the flow of water from or in the London Mine Property to the Water Tunnel adit or other discharge locations;

B. to maintain water flow relating to the Leach Well and operation and maintenance of THF's telemetry equipment located at the London Mine Property as it may be relocated from time to time;

C. to enter, occupy, and use at any time, for the purpose of installing, monitoring, inspecting, maintaining, repairing and replacing measuring devices and other facilities or utilities necessary to test, monitor, and report the status and flow from THF Water, including without limitation, discharge pollutants;

D. to improve, relocate, construct, reconstruct, survey, inspect, operate, use, modify, remove, maintain, repair, and replace the Leach Well and Telemetry Equipment, and to maintain power and piping for all related facilities and necessary appurtenances to ensure the flow and delivery of THF Water, including water from the Leach Well;

E. to improve, inspect, operate, use, maintain, repair, and replace the Water Tunnel, Extension Tunnel, and Treatment Plant, and to maintain power and piping for all related facilities and necessary appurtenances to ensure the flow and delivery of THF Water, but only to the extent that MineWater breaches its obligations to conduct such operations under the terms of this Easement; and

F. to access the American Flats and to use all drifts, adits, or underground workings now existing or hereafter developed on, in, or under the London Mine Property for purposes relating to the exploration, development, or production of minerals from the American Flats; provided, however, such uses shall be limited to (i) surface ingress and egress access, (ii) underground access for driving of underground workings across or through the London Mine Property from and onto the American Flats, and (iii) the movement of men, machinery, equipment, water, pipe, ore, waste rock or related or incidental materials or objects through such underground workings upon payment of reasonable compensation to MineWater for such

underground uses. In the event the Parties cannot agree on reasonable compensation, the issue will presented to a single arbitrator from the Judicial Arbiter Group, Inc. of Denver (JAG), or as an alternative, an agreed upon retired judge if JAG is no longer in existence, and the decision of the arbitrator shall be final.

2. ***Access Points***. To the maximum practicable extent, THF shall use existing gates, roads, trail, and facilities and other reasonable access points as determined by MineWater in its reasonable discretion from time to time to avoid disruption of MineWater's use of the London Mine Property.

3. ***Indemnification***. THF will indemnify and hold MineWater harmless for any injuries or damages proximately caused by THF's entry into or activities in the London Mine Property under this Easement.

4. ***Rights of Access***. THF, its agents, employees, and representatives shall have the right, during reasonable working hours and on reasonable advance notice, to enter the London Mine Property, Water Tunnel, and Extension Tunnel to conduct such inspections, investigations, examinations, activities, and operations as may be relevant to its rights under this Easement. It is understood THF will require the use of motor vehicles and other machinery and equipment for construction, repair, replacement, removal, access, operation, maintenance, and testing as necessary within the Easement. THF's access to the London Mine Property shall not unreasonably hinder, interrupt, or interfere with any activity or operation of MineWater. THF and its agents may enter the London Mine Property, Water Tunnel, and Extension Tunnel to install and monitor water measuring devices within the Water Tunnel, Extension Tunnel, or on the London Mine Property; provided THF shall reimburse MineWater for all power and other utilities employed by such devices and all such entries shall be at THF's sole risk and expense. Except in emergencies, THF will give MineWater reasonable advance notice prior to exercising its rights under this Easement; except and excluding routine activities relating to measuring water flow, testing water quality, and maintaining related equipment.

5. ***Grantor's Rights***. MineWater reserves the right to use the London Mine Property for any purpose not inconsistent with the rights and privileges granted in this Easement. THF acknowledges the London Mine Property comprises an operating mine and MineWater's use of the London Mine Property is for the purpose of conducting bona fide mining operations and the permanent easement granted under this Easement shall not interfere with MineWater's use of the London Mine Property for that purpose. In exercising MineWater's grantor rights, MineWater agrees not to:

A. Construct or allow the construction of any buildings or other structure on or over the London Mine Property that negatively impacts THF Water's flow or rights under this Easement;

B. Store or dispose of any dangerous, toxic, or hazardous substance on or under the Easement that negatively impacts THF Water's flow or rights under this Easement; and

C. Impair the lateral or subjacent support for any improvements, facilities, or necessary appurtenances of THF within the London Mine Property Easement without the prior written consent of THF.

6. ***Water Tunnel***. MineWater, and its successors and assigns, agrees to operate and maintain the Water Tunnel, including rehabilitating and repairing it, in a manner that ensures the continued flow of water out of the Water Tunnel. MineWater's obligation to rehabilitate or repair the Water Tunnel shall exclude mine collapse, without regard to whether a mine collapse constitutes a force majeure, and force majeure events. A "**Force Majeure**" event is defined as any event arising from causes which are not reasonably foreseeable, which are beyond the reasonable control of MineWater, and which cannot be overcome by due diligence, including any act of God, strike, lockout, or other industrial disturbance, act of the public enemy, war, blockade, public riot, explosion, lightning, fire, storm, flood, earthquake, or other act of nature, (and any mine collapse resulting from the preceding list of

events), governmental action, governmental delay, restraint or inaction, and unavailability of equipment. Under Force Majeure, MineWater and THF shall work together to devise an acceptable way to restore uninterrupted flows. MineWater agrees to take no action related to the mining activities in or on the London Mine Property that will damage the physical integrity of the existing Leach Well or negatively impact the flow of THF Water out of the Water Tunnel adit.

7. ***Interruptions to THF Water Flow.*** In the event MineWater: (A) breaches its obligations under this Easement to maintain the Water Tunnel and otherwise facilitate the continuous flow of THF Water; or (B) fails to continue bona fide mining operations, THF shall have the right, but not the obligation, to make any repair or maintenance it deems necessary to preserve flows of THF Water from the Water Tunnel, Extension Tunnel, Leach Well, and the London Mine Property. In conducting such repair and maintenance activities, THF shall have no obligation to protect the rights of MineWater or any other party relating to the London Mine Property or any related water rights. THF's exercise of its rights under this Section 7 shall not operate as a waiver or release of MineWater or any third party of the rights THF has under this Easement and shall be without liability for damages arising from such corrective actions.

8. ***Relocation of Access and Facilities.*** Notwithstanding any provision in this Easement:

A. If MineWater or its successors or assigns determines the ingress and egress access points granted in Sections 1 and 2 should be reconfigured within the London Mine Property, MineWater shall have the right from time to time to reasonably direct the relocation of the access points and any and all associated structures, equipment, and facilities to the extent such relocation shall not interfere with THF's rights and intended uses under this Easement; provided that MineWater shall promptly pay all costs and expenses in connection with the relocations proposed; and

B. THF or its successors or assigns shall have the right, from time to time, to reasonably direct the relocation of its Telemetry Equipment, pumps and well equipment, and all associated structures, equipment, and facilities; provided THF shall bear the full cost of such relocations and provided further that any such relocations shall not impede or impair MineWater's operations on the London Mine Property.

9. ***Covenant Runs with the Land.*** The Parties acknowledge and agree this permanent Easement touches and concerns the London Mine Property, is intended to and shall be permanent and run with the London Mine Property, and shall inure to the benefit of THF and all subsequent purchasers and assigns of all or any portion of the THF Water Rights.

10. ***Prior Recorded Instruments.*** The Parties acknowledge and agree this Easement shall control over the covenants and agreements contained in the following recorded documents to the extent the Easement is inconsistent or imposes a different affirmative obligation on MineWater or THF:

A. Water Right Warranty Deed dated August 6, 1974 between London Fault Mining Company and London Mining Co. as Grantors, and Adolph Coors Company as Grantee recorded August 7, 1974 with the Clerk and Recorder for Park County, Colorado, at Reception No. 206113, Book 236 and Page 644 (**August 6, 1974 Water Right Warranty Deed**);

B. Water Right Warranty Deed dated January 16, 1975 between London Fault Mining Company and London Mining Co. as Grantors, and Adolph Coors Company, as Grantee, recorded January 17, 1975 with the Clerk and Recorder for Park County, Colorado, at Reception No. 209538, Book 240 and Page 690 (**January 16, 1975 Water Right Warranty Deed**);

C. Special Warranty Deed and Assignment dated March 15, 1991 between Ben L. Wright, Jr., Ruth E. Wright, David M. Wright, Beverly K. Childress, Alma London Limited Liability Company, Alma American Mining Corporation, Cobb Resources Corporation, London Mine Venture, and Boulder Gold as Grantors, and Adolph Coors Company as Grantee, recorded

December 9, 1991 with the Clerk and Recorder for Park County, Colorado, at Reception No. 399341, Book 470 and Page 306;

D. Special Warranty Deed and Assignment dated March 15, 1991 between Ben L. Wright, Jr., Ruth E. Wright, David M. Wright, Beverly K. Childress, Alma London Limited Liability Company, Alma American Mining Corporation, Cobb Resources Corporation, London Mine Venture, and Boulder Gold as Grantors, and Adolph Coors Company as Grantee, recorded December 9, 1991 with the Clerk and Recorder for Park County, Colorado, at Reception No. 399342, Book 470 and Page 317;

E. Stipulation before the Colorado Water Quality Control (Division) Commission, State of Colorado, and London Mine, L.L.C., and THF Prairie Center Development, L.L.C. recorded October 20, 2014 with the Clerk and Recorder for Park County, Colorado, at Reception No. 710536 (**2004 Stipulation**); and

F. London Mine Tunnel Extension Agreement dated March 15, 1991 between Ben L. Wright, Jr., et al., Adolph Coors Company, and the Alma London Limited Liability Company, recorded July 19, 2005 with the Clerk and Recorder for Park County, Colorado, at Reception No. 615941 (**Extension Agreement**)

(collectively, **Recorded Instrument(s)**). The Parties acknowledge and agree the Easement supplements and does not affect the deeded rights of access and ingress provided for in the Recorded Instruments and is not intended to affect the recording priority of the rights conveyed to THF or its predecessors in title established by the Recorded Instruments. THF's rights and obligations under the Extension Agreement relating to use of the London Mine Property for mining operations on the American Flats are hereby released and the rights and obligations under this Easement shall hereafter control. With respect to the August 6, 1974 and January 16, 1975 Water Right Warranty Deeds, THF, as successor in interest to all rights of Grantee Adolph Coors, Inc., hereby acknowledges all provisions in the August 6, 1974 and January 16, 1975 Water Right Warranty Deeds relating to allocation and purchase of developed water shall no longer be in effect and are released, such provisions being supplanted by the terms of this Easement. With respect to the Stipulation, all provisions providing for obligations of THF for the Extension Tunnel Treatment Plant and Water Tunnel shall no longer be in effect and are released, such provisions being supplanted by the terms of this Easement.

11. ***Remedies.*** Time is of the essence. In event of a default by the Parties to the Easement, the non-defaulting Party shall have the right to pursue all remedies at law and in equity. THF shall specifically have the right to injunctive relief if THF reasonably believes MineWater's mining operations will disrupt the flow of THF Water or its quality. The Parties expressly acknowledge and agree such circumstances will cause potential irreparable harm to THF and the THF Water Rights.

12. ***Attorneys' Fees and Costs.*** In the event of any litigation for breach or failure to perform obligations under this Easement, the prevailing Party shall be awarded its reasonable attorneys' fees and costs, including, without limitation, expert witness expenses.

13. ***Effect of COC***. In the event of a conflict between the terms of this Easement and the COC, the terms of the COC shall control.

14. ***General.***

A. Assignability. Each and every one of the benefits and burdens of this Easement shall inure to and be binding upon the respective legal representatives, heirs, executors, administrators, successors, and assigns of the Parties.

B. Dominant Easement. THF's rights under this Easement shall be construed to be in the nature of a dominant estate. Exercise of any rights in this Easement other than those retained by MineWater shall be within the sole discretion of THF.

C. Warranty of Title. MineWater represents and warrants it has full rights and lawful authority to make the grant of easement and rights under this Easement, subject to existing easements, reservations, and restrictions of record.

D. Indemnity – Mechanic's and Materialmen's Liens. In no event shall THF allow any mechanic's or materialmen's liens to attach against the Property for materials supplied or work performed at the request of or for the benefit of THF, and THF, to the extent expressly permitted by law, shall indemnify and hold MineWater harmless from any cost or expense incurred by MineWater to release any such mechanic's or materialmen's liens against the Property.

E. Entire Easement. This Easement, including Exhibits, represents the entire agreement between the Parties on the subject matters of the Easement and no additional or different oral representation, promise, or agreement shall be binding on any of the Parties with respect to the subject matter of this Easement, unless stated in writing and signed by THF and MineWater.

F. Governing Law and Jurisdiction. This Easement shall be governed by and interpreted in accordance with the laws of the State of Colorado. The Parties consent to venue and the exclusive jurisdiction of the District Court for Park County, Colorado over any action commenced relating to this Easement.

G. Recording. The Easement affects real property in Park County, Colorado. THF will record this Easement with the Clerk and Recorder for Park County, Colorado and pay all recording fees and expenses incurred.

IN WITNESS WHEREOF, the Parties executed this Easement as of the day and year first above set forth.

MINEWATER FINANCE LLC
a Colorado limited liability company

By: _____
Joseph G. Harrington
Its Manager

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

The foregoing instrument was acknowledged before me this 22nd day of November, 2016, by Joseph G. Harrington as the Manager of MineWater Finance LLC.

Witness my hand and seal.

My commission expires: 04-02-19

JEANIE A. DREGER
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19914004278
MY COMMISSION EXPIRES APRIL 2, 2019

_____
Notary Public

THF PRAIRIE CENTER DEVELOPMENT, L.L.C.,
a Colorado limited liability company

BY: THF PRAIRIE CENTER INVESTORS, L.L.C.
a Missouri limited liability company, Its Manager

BY: MILAN GREEN MANAGEMENT, L.L.C.
a Missouri limited liability company, Its Manager

By: _____
Jason Meyerpeter, Manager

STATE OF MISSOURI)
) ss.
COUNTY OF Boone)

On this 22nd day of November, 2016, before me appeared Jason Meyerpeter, to me personally known, who, being by me duly sworn, did state he is the Manager of Milan Green Management, L.L.C., a Missouri limited liability company, which is the Manager of THF Prairie Center Investors, L.L.C., a Missouri limited liability company, which is the Manager of THF Prairie Center Development, L.L.C., a Colorado limited liability company. Jason Meyerpeter acknowledged he executed this instrument on behalf of said limited liability company and acknowledged said instrument as the free act and deed of said limited liability companies.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid on the day and year above written.

Debra E. Barton
Notary Public

My commission expires: 3/26/17

DEBRA E. BARTON
Notary Public – Notary Seal
STATE OF MISSOURI
Commissioned for Boone County
My Commission Expires: 3/26/2017
ID. #13450605

EXHIBIT A

LONDON MINE PROPERTY

Parcel 1:
The following mining claims, each being as defined and limited by its patent:
Reconstruction LMC U.S. Survey 18430,
Ophir, LMC U.S. Survey 1835,
Comstock LMC U.S. Survey 2811,
Jerome B. Chafee LMC U.S. Survey 2457,
Grimsby LMC U.S. Survey 2812,
Genevieve, U.S. Survey #17904;
Fraction, U.S. Survey #18430;
Flora A, U.S. Survey #18430;
Ohio, U.S. Survey #20390;
Ibex, U.S. Survey #20248;
Huron, U.S. Survey #1998;
50% interest in the American, U.S. Survey #1997, Below the level of the London Water Tunnel;
County of Park, State of Colorado.

Parcel 2:
The following mining claims, each being as defined and limited by its patent:
An undivided 1/8 interest in Little Champion LMC #4416,
An undivided 1/2 interest in Emma LMC #18966,
An undivided 1/2 interest in Vanderbilt LMC #18966,
An undivided 1/2 interest in Pocohontas LMC #18966,
All of Nova Scotia LMC #9836,
An undivided 1/2 interest in American Eagle LMC #2779
County of Park, State of Colorado

Parcel 3:
The following mining claims, each being as defined and limited by its patent:
33.33% interest in Michigan #1, MS #15373 (Schedule # 91365), as conveyed in Treasurer's Deed recorded May 20, 2010 at Reception No. 671062.
County of Park, State of Colorado

Parcel 4:
The following mining claims, each being as defined and limited by its patent:
A 50% interest in Bob, MS# 18571 (Schedule #91612), as conveyed in Treasurer's Deed recorded April 23, 2009 at Reception No. 661135.
A 33.33% interest in Copperhead MS #16912 (Schedule #91513), as conveyed in Treasurer's Deed recorded April 23, 2009 at Reception No. 661134.
County of Park, State of Colorado

Parcel 5:
The following mining claims, each being as defined and limited by its patent:
The Horseshoe, LMC, U.S. Survey #3900, Below the level of the London Water Tunnel;
The Anderson LMC, U.S. Survey # 19638, Below the level of the London Water Tunnel;
The Key U.S. Survey #1457;
The Joe Dandy Lode Mining Claim , U.S. Survey #8270B;
The Frisbee Placer Mining Claim, U.S. Survey #1161;
The Lehigh Valley Placer, more particularly described in Patent recorded in Book 56 at Page 119;
75% interest of The Waterfall, U.S. Survey #15591;
75% interest of The Crisis Placer, U.S. Survey #15660;
The Westerly part of the W1/4 of Goldslide; U.S. Survey #13224 as described in Book 168 at Page 34;
An undivided 2/3 interest in the East 3/4ths of the Goldslide Placer, U.S. Survey #13224;

EXHIBIT A

The Accomodation, U.S Survey #12478;
The Oliver Twist, U.S. Survey #12478;
The Aetna, U.S. Survey #2091;
The Agnes, U.S. Survey #4982;
33.33% interest in The AJV #1, U.S. Survey #20247
33.33% interest in The AJV #1, U.S. Survey #20247;
33.33% interest in The AJV #2, U.S. Survey #20247;
33.33% interest in The AJV #2, U.S. Survey #20247;
33.33% interest in The AJV #4, U.S. Survey #20247;
33.33% interest in The AJV #4, U.S. Survey #20247;
The Albany, U.S. Survey #15522;
The St. Johns, U.S. Survey #15522;
The Ant Hill #1, U.S. Survey #3403;
The Ant Hill #2, U.S. Survey #3404;
The Ant Hill #3, U.S. Survey #3405;
The Eclipse, U.S. Survey #175;
The Mother, U.S. Survey #204, Below the level of the London Water Tunnel;
66.66% interest in The Keystone, U.S. Survey # 272,
The Champaign, U.S. Survey #646;
The Little Corinne, U.S. Survey #1029;
The Baltic Lode, U.S. Survey # 1211;
The Jacobs Wonder, U.S. Survey # 1394;
The Wonderful, U.S. Survey #1395;
The Imperial, U.S. Survey #1641;
The Ajax, U.S. Survey #1650;
The Souvenir, U.S. Survey #1651;
The South End, U.S. Survey #1733;
The Tunnel, U.S. Survey #1734;
The Henry D, U.S. Survey #1735;
33.33% interest in The Shovel, U.S. Survey #1740;
The Hugo, U.S. Survey #1846;
The BFD, U.S. Survey #1858;
The Venus, U.S. Survey # 2062;
The Hidden Treasure, U.S. Survey #2092;
The Pick, U.S. Survey #2093;
The Three Brothers, U.S. Survey #2102A;
The Three Brothers Mill Site, U.S. Survey #2102B;
The Silverstar, U.S. Survey #2190;
The Sunny South, U.S. Survey #2606;
The Lone Star, U.S. Survey #2774;
The Tip Top, U.S. Survey #2928;
The Iola, U.S. Survey #2929;
The Coney, U.S. Survey #3371;
The Mohawk, U.S. Survey #3561;
The Found Out, U.S. Survey #3628;
The Cliff, U.S. Survey #3817;
The Triangle, U.S. Survey #3818;
The Edna, U.S. Survey #3926;
The SM, U.S. Survey #4022;
The Emma Nevada, U.S. Survey #4348;
The Fanny, U.S. Survey #4490;
The Grand Prize, U.S. Survey #4670;
The Redman, U.S. Survey #5828;
The Lillie Langtry, U.S. Survey #5918;

EXHIBIT A

The Jo Dandy, U.S. Survey #6518;
The June, U.S. Survey #6534;
The Maumee, U.S. Survey #7678;
The London, U.S. Survey #8270B;
66.66% interest in The Michigan 1, U.S. Survey #15373 as described in Book 66 at Page 27;
66.66% interest in The Michigan 2, U.S. Survey #15373 as described in Book 66 at Page 27;
The Michigan 2, U.S. Survey #15373, less that part described in Book 66 at Page 27;
33.33% interest of The Michigan 2, U.S. Survey 15373, as described in Book 66 at Page 27;
66.66% interest of The Michigan 3, U.S. Survey #15373, as described in Book 66 at Page 27;
The Michigan 4, U.S. Survey #15373;
The Michigan 5, U.S. Survey #15373;
The Michigan 6, U.S. Survey #15373;
83.33% of The Michigan 7, U.S. Survey #15373;
83.33% of The Michigan 8, U.S. Survey #15373;
The Aspen 1, U.S. Survey #15384;
The Aspen 2, U.S. Survey #15384;
75% interest of The Big Sacramento, U.S. Survey #15456;
75% interest of Bed Rock, U.S. Survey #15591;
50% interest of The Jewett Placer, U.S. Survey #15627;
25% interest of The Doctor, U.S. Survey #15749;
25% interest of The Doctor #2, U.S. Survey# 15749;
The Harold, U.S. Survey #15957, Below the level of the London Water Tunnel;
The Glen Isle, U.S. Survey #16011;
The Twin Brothers, U.S. Survey #16912;
The Miners Hope, U.S. Survey #16912;
66.66% interest in The Copperhead, U.S. Survey #16912;
The Clipper, U.S. Survey #17024;
50% interest in The Grey Eagle, U.S. Survey #17392;
The Clipper #2, U.S. Survey #17514;
The Camilla, U.S. Survey #17782;
The Birgen, U.S. Survey #17782;
The Pisgah, U.S. Survey #17782;
The Sweet Annie, U.S. Survey #17782;
The Rattler, U.S. Survey #17782;
The Dinero, U.S. Survey #17904;
The Oil City, U.S. Survey #17904;
The Wealth, U.S. Survey #17935, Except any portion in conflict with the Prince Oscar MS#17935;
The Vulcan, U.S. Survey #17935, Except any portion in conflict with the Prince Oscar MS#17935 ;
The Dewey Mine, U.S. Survey #18022;
The Helen Gould #1, U.S. Survey #18053, Below the level of the London Water Tunnel;
The Gold Smith, U.S. Survey #18053, Below the level of the London Water Tunnel;
The Rockslide, U.S. Survey #18425;
The Pine Tree, U.S. Survey #18426;
The Dot, U.S. Survey #18426;
The Miami, U.S. Survey #18426;
50% of The Bob, U.S. Survey #18571;
50% of The Bun, U.S. Survey #18571;
The California, U.S. Survey #18578;
The California #2, U.S. Survey #18578;
The Pawnee, U.S. Survey #19647, Below the level of the London Water Tunnel;
The Commission, U.S. Survey #19647;
The Independent, U.S. Survey #19647; Below the level of the London Water Tunnel;
The Little Newton, U.S. Survey #19926;
The Betty Mill Site, U.S. Survey #19973;

EXHIBIT A

The Emma Nevada Fraction, U.S. Survey #20510;
The Cabin, U.S. Survey #20511;
The Michigan #1, U.S. Survey #20511;
The Michigan #2, U.S. Survey #20511;
The Sunbonnet #1, U.S. Survey #20511;
The Sunbonnet #2, U.S. Survey #20511;
The Washington, U.S. Survey #20592;
The London 1, U.S. Survey #20593;
The London 2, U.S. Survey #20593;
The London, U.S. Survey #206;
The Paris, U.S. Survey #205;
The Venture, U.S. Survey #7405;
The Hard To Beat, U.S. Survey #207;
The Minnesota, U.S. Survey #3301;
The Wisconsin, U.S. Survey #2601;
The Easton, U.S. Survey #17328;
The Senator Patterson, U.S. Survey #17327;
The Allentown, U.S. Survey #15889;
The Matter, U.S. Survey #15889;
The Towne, U.S. Survey #17327; Below the Level of the London Water Tunnel;
37.5% interest in The Little Champion, U.S. Survey #4416;
37.5% interest in The Little Champion, U.S. Survey #4416;
75% interest in The Collingswood, U.S. Survey #16647;
18.75% interest in the Maine 1, U.S. Survey #14416;
18.75% interest in the Maine 2, U.S. Survey #14416;
18.75% interest in the Maine 3, U.S. Survey #14416;
18.75% interest in the Maine 4, U.S. Survey #14416;
18.75% interest in the Maine 5, U.S. Survey #14416;
18.75% interest in the Maine 6, U.S. Survey #14416;
18.75% interest in the Maine 7, U.S. Survey #14416;
The Pennsylvania #1, U.S. Survey #20246;
The Pennsylvania #2, U.S. Survey #20246;
The Pennsylvania #3, U.S. Survey #20246;
71.39% interest in the Iron, U.S. Survey #6478, Less the tract described in Book 48 at Page131-134;
71.39% interest in the Search 1, U.S. Survey #6478, Less the tract described in Book 48 at Page131-134;
71.39% interest in the Search 2, U.S. Survey #6478, Less the tract described in Book 48 at Page131-134;
71.39% interest in the Search 3, U.S. Survey #6478, Less the tract described in Book 48 at Page131-134;
71.39% interest in the Search 4, U.S. Survey #6478, Less the tract described in Book 48 at Page131-134, and except any interest in the Iron Lode, U.S.M.S. No. 6478;
71.39% interest in the Dreadnaught, U.S. Survey #6478, Less the tract described in Book 48 at Page131-134, and except any interest in conflict with U.S.M.S. No. 6057;
71.39% interest in the Supervisor, U.S. Survey #6478, Less the tract described in Book 48 at Page131-134 ;
71.39% interest in the Hattie, U.S. Survey #6478, Less the tract described in Book 48 at Page131-134 and except any interest in conflict with U.S.M.S. No. 6057;
Part of Shearwater Placer aka a Tract in S2S2 17-9-78 and N2N2 20-9-78 as described in Book 78 at Page 520;
97.9% interest in The Allegheny Placer, U.S. Survey #627;
A portion of Iron, Search 1-4, Hattie S. Dreadnaught, Superior, U.S. Survey #6478, as described in Book 302 at Page 506 and in Book 83 at Page 345;
The Helen Gould #2, U.S. Survey #18053;
The Helen Gould #3, U.S. Survey #18053;
The Westerly part of Glengarry Placer as described in Book 168 at Page 35.
County of Park, State of Colorado.

EXHIBIT B

THF LONDON MINE WATER RIGHTS

1. Any and all interests in the water rights adjudicated in the decree entered by the Park County District Court, Case No. CA-3286, dated March 24, 1953, including, but not limited to any and all rights to the London (Mine) Pipe Line, the London Water Supply Ditch, the London Water Supply Pipe Line, and the North London Ditch;

2. Any and all interests in the water rights adjudicated in the decree entered by the Water Court, Water Division No. 1, Case No. W-7538, dated July 3, 1974;

3. Any and all interests in the water rights adjudicated and/or described in the decree entered by Water Court, Water Division No. 1, Case Nos. W-8036 (75) and W-8256 (76), dated April 15, 1977;

4. Any and all water rights, (specifically including the 7.4 c.f.s. of decreed water associated with the London Syncline, whether absolute or conditionally decreed, whether nontributary and/or developed water), as adjudicated in the decree entered by the Water Court, Water Division No. 1, Case No. W-8314-76, dated November 26, 1986;

5. Any and all interests in the water rights adjudicated in the ruling entered by the Water Court, Water Division No. 1, Case No. 91CW077, dated January 5, 1994, and made the judgment and decree of the Water Court on January 31, 1994;

6. Any and all interests in the water rights adjudicated in the decree entered by the Water Court, Water Division No. 1, Case No. 80CW419, dated January 9, 1992, and including any rights of reopener under the retained jurisdiction provisions of said decree; and,

7. Any and all water rights, (whether groundwater or surface water, whether decreed or undecreed, whether conditional or absolute), directly or indirectly associated with, arising on, or underlying the London Mine, generally located in portions of Sections 3, 5, 6, 7, 8, 9, 15, 16, 17, 18, 19, 20, 29, 30 and 33 of Township 9 South, Range 78 West of the 6th P.M., portions of Sections 31 and 32 of Township 8 South, Range 78 West of the 6th P.M., portions of Sections 35 and 36 of Township 8 South, Range 79 West of the 6th P.M., and portions of Sections 1, 2, 11, 12, 13, 14, 24, and 25, Township 9 South Range 79 West of the 6th P.M.

Together with any and all appurtenances, including, but not limited to, all ditches, pipelines, dams, headgates, diversion structures, wells, well permits, easements and rights of way in any way associated with the above-described water rights.

EXHIBIT C

DESCRIPTION OF LONDON MINE CONDITIONAL WATER RIGHT

The term **"London Mine Conditional Water Right"** means, as of the Effective Date, the water right adjudicated in Water Court, Water Division No. 1, Case No. W-8314-76, dated November 26, 1986.

EXHIBIT D

AMERICAN FLATS PROPERTY

The following patented lode mining claims included within Mineral Survey No. 14297, Patent Nos. _____ and embracing portions of Sections 7 and 18, Township 9 South, Range 78 West of the 6th P.M., and Sections 12 and 13, Township 9 South, Range 79 West of the 6th P.M., Park County, Colorado, to wit:

DEPEW LODE MINING CLAIM
LILA LODE MINING CLAIM
MY QUEEN LODE MINING CLAIM
DRUGGIST LODE MINING CLAIM
AUNT EMMA LODE MINING CLAIM
JOSEPHINE LODE MINING CLAIM
JEN CONNELL LODE MINING CLAIM
ATHENS LODE MINING CLAIM
EXPANSION LODE MINING CLAIM
PHILEMON LODE MINING CLAIM
NINA LODE MINING CLAIM
WESLEY MILLS LODE MINING CLAIM
BONNIE SCOTLAND LODE MINING CLAIM
BESSIE LODE MINING CLAIM
PARADISE LODE MINING CLAIM
VIVA LODE MINING CLAIM
MASCOT LODE MINING CLAIM
LEROY LODE MINING CLAIM
META LODE MINING CLAIM
LOGAN LODE MINING CLAIM
LITTLE HELEN LODE MINING CLAIM
RITA LODE MINING CLAIM
SAMUEL LODE MINING CLAIM
EMMONS LODE MINING CLAIM
GOLDEN HOPES LODE MINING CLAIM
KINLEY MAC LODE MINING CLAIM
LEONA LODE MINING CLAIM
ROOSEVELT LODE MINING CLAIM
ELIZABETH LODE MINING CLAIM
SALVATOR LODE MINING CLAIM
WINCHELL LODE MINING CLAIM
TRIUMVIRATE LODE MINING CLAIM
BEN ALI LODE MINING CLAIM
MABEL LODE MINING CLAIM
UNCLE ALLAN LODE MINING CLAIM

EXCEPT that portion of the surface thereof lying within Maine Lode Mining Claim, Survey No. 14416, all as defined and limited by their patents.

PROJECT NAME: NoLo Mill Stabilization
OSM Project Number: 716
Construction Grant Number: 40 (Amended from Grant 38)
AMLIS PAD#: CO004799
Funding Source(s): SevTax - (7040 PKAA PCAABAM22)

GENERAL PROJECT INFORMATION:

This project was located on the southwestern side of Mosquito Creek in Park County five miles west of Alma. The North London (NoLo) Mill was historically tied to the operation of the North London Mine and was built in 1892. The London Mining and Milling operations were repeatedly described in the press and in government reports as the largest in Park County. The ore from the North London Mine, however, was complex and not easily milled. As milling technologies developed, the Mill was refitted and overhauled to extract gold from these complex ores. Gold mining and milling were integral to the economies and development of Park County and the state of Colorado, and the site was eligible for the National and State Register of Historic Places. The Mill was a representative mill building from its time period and an important feature of the Alma District mining landscape. At over 11,000 feet, the NoLo Mill site was being battered by high winds and heavy snowfall and subject to vandalism.

The site was highly visible, visited by the public, and unsafe. The North London site was frequented in summer and fall by hikers and visitors on motorcycles and in 4-wheel drive vehicles touring Mosquito Pass. With an easy 2-mile tour in from the end of the winter access on CR-12, it was accessible to skiers and snowshoers also. Despite "No Trespassing" signage and a barrier at the road, there was evidence that visitors persisted and burned wood from the buildings in fire rings at the site. The NoLo Mill was in poor condition and was dangerous for unguided visitors to the site. The Mill's roof and walls were in poor condition with large openings and hazardous debris hanging that could fall on visitors. There was also a vertical opening at the eastern corner of the Mill that was a danger for people walking up to the site, especially if there was snow on the ground.

Through a separate SHF Grant outside of DRMS, a Historic Structure Assessment had been completed, documenting critical, serious, and minor deficiencies that must be remedied to stabilize and rehabilitate the building, making it safe for visitors. DRMS's scope of work addressed the critical deficiencies, including shoring of framing, removal of collapsing rafters, resetting columns, installing new timber columns and posts, installation of horizontal members to stabilize columns, rehabilitating exterior walls, and shoring the middle section of the north wall to prevent further collapse. Through another separate SHF Grant outside of DRMS, a set of drawings for this stabilization project were produced

by JVA, Inc. for bidding and construction. Work shown on the construction documents followed the Secretary of the Interior's Standards for the Treatment of Historic Properties. The vertical opening was safeguarded by removing the water and wood debris, adding on-site rock, and backfilling with on-site material. There was one change order on the project to extend the contract time. The NoLo Mill Stabilization project was originally in OSMRE's Grant 38 and was amended to Grant 40.

Project Manager:	Lisa Thompson
Contract Number:	CT-PKAA-2022*3108
Successful Bid Amount:	$212,500.00
Contractor: Address: Phone:	Frontier Environmental Service - Brent Scarbrough 5350 Vivian Street, Unit B Arvada, CO 80002 [redacted]
Final TOTAL PROJECT Cost:	$181,996.82

LIST OF PROJECT DEVIATIONS:

Project Goals	Project Accomplishments	Project Deviation(s)	*Explanation* of Deviation(s) (if any)	Start Date & Complete Date
1 HEF, 1 VO	1 HEF, 1 VO	None	N/A	07/11/2022 - 11/07/2022

Lisa Thompson

Project Manager

1/30/2023

Date

Erica S. Crosby

Senior Project Manager

1/30/2023

Date

NORTH LONDON MILL STABILIZATION OF CRITICAL ITEMS

6632 COUNTY ROAD 12
ALMA, COLORADO 80420

THIS PROJECT WAS FUNDED IN PART WITH A GRANT FROM HISTORY COLORADO - THE STATE HISTORICAL FUND - GRANT #2019-02-014

CONSTRUCTION DOCUMENTS
JUNE 1, 2020

form + works design group, LLC

OWNER

North London Mill Preservation, Inc.
Jeff Crane
Kate McCoy, PhD
p. 845-430-0229
e. nolopreservationinc@gmail.com

ARCHITECT

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Denver, Colorado 80202
Natalie Lord, RA, LEED AP BD+C
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e. natalie@formworksdesigngroup.com

STRUCTURAL

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Ian Glaser, P.E.
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e. iglaser@jvajva.com

HISTORY COLORADO

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Manager, Historic Preservation Specialists
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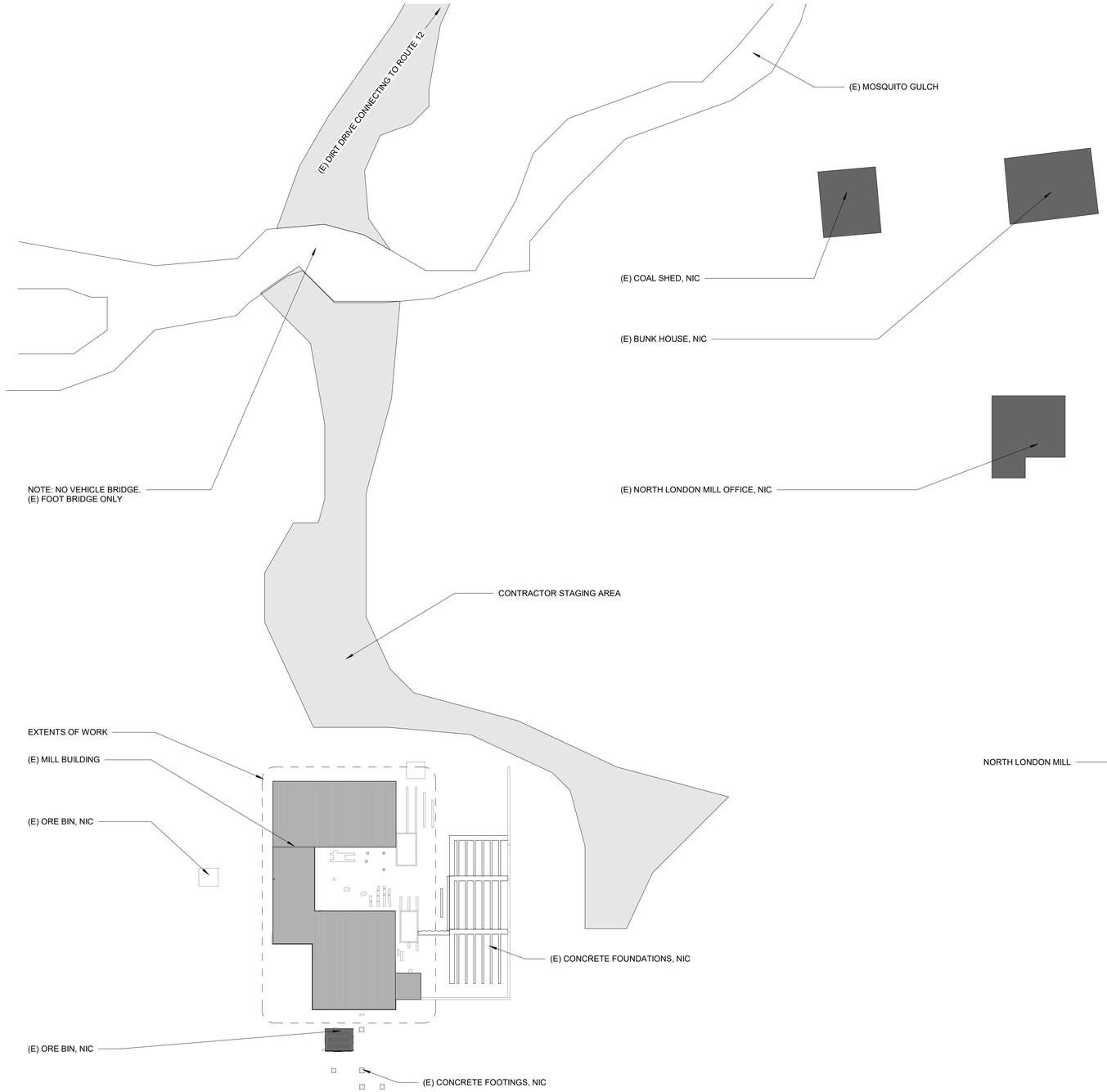


1 SITE PLAN
1" = 30'-0"

N PLAN

N TRUE

0' 15' 30' 60' 90'

SHEET LIST	
SHEET NUMBER	SHEET NAME
00-GENERAL	
G-000	COVER SHEET
G-001	SHEET INDEX, VACINITY MAP AND SITE PLAN
05-STRUCTURAL	
S-001	COVER SHEET
S-002	GENERAL NOTES
S-101	FOUNDATION PLAN
S-102	UPPER FLOOR FRAMING PLAN
S-103	ROOF FRAMING PLAN
S-104	ROOF AERIAL PHOTO
S-201	ELEVATION PHOTOS
S-510	WEST WING DETAILS

PROJECT SCOPE:

THESE DOCUMENTS WERE PREPARED UTILIZING FUNDING FROM A GRANT THROUGH HISTORY COLORADO - THE STATE HISTORICAL FUND.

THE NORTH LONDON MILL OPERATED FROM 1892 TO 1938. IT BEGAN AS A STAMP MILL ORIGINALLY, BUT WAS MODIFIED/CONVERTED OVER TIME AS THE MILLING TECHNOLOGY CHANGED.

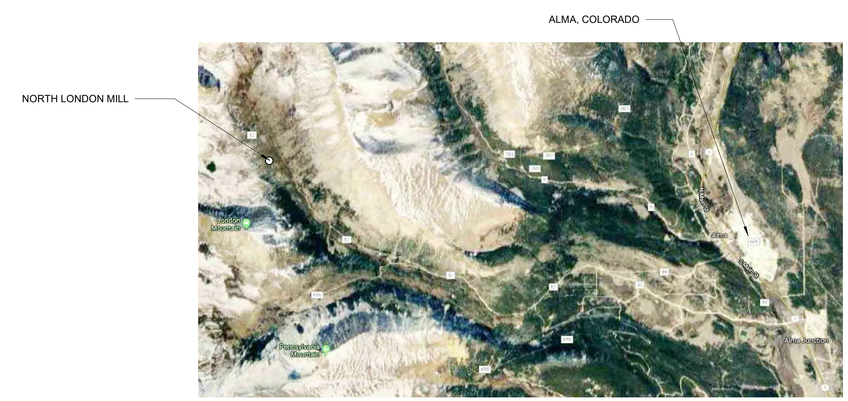
THE BUILDING IS A DESIGNATED HISTORICAL STRUCTURE AND THEREFORE ALL WORK SHALL COMPLY WITH THE SECRETARY OF THE INTERIOR STANDARDS. NOTIFY THE ARCHITECT WITH ANY QUESTIONS ABOUT THE STANDARDS AND/OR THE SCOPE OF WORK PRIOR TO COMMENCING WITH ANY WORK THAT IS NOT FULLY UNDERSTOOD.

A SUMMARY OF THE SCOPE OF WORK INCLUDES:

- SHORING SHIFTED FRAMING AS SPECIFICALLY SHOWN ON PLANS.
- TEMPORARY DISMANTLING AND SALVAGING CENTER WING.
- REMOVE AND REPLACE BROKEN STRUCTURAL COMPONENTS AS SPECIFICALLY SHOWN ON PLANS.
- REHABILITATE SHIFTED/MISSING COLUMNS AND RESUPPORTING BEAMS, RAFTERS AND KNEE BRACES.
- SALVAGE LOOSE MATERIALS WHERE POSSIBLE FOR FUTURE REINSTALLATION.

NOTES:

- ALL SALVAGED USEABLE MATERIALS SHOULD BE CAREFULLY LABELED, STACKED/STORED ON-SITE FOR FUTURE RE-USE. CONTRACTOR SHALL REVIEW LABELING PROCESS WITH OWNER AND ARCHITECT TO DETERMINE BEST TRACKING METHOD. CONTRACTOR TO PROVIDE SALVAGE LIST AND LOCATION INFORMATION FOR EASE OF LOCATING SALVAGED MATERIALS IN THE FUTURE.
- ADDITIONAL STRUCTURAL REPAIRS IN FUTURE PHASES WILL BE REQUIRED. THIS SCOPE OF WORK IS LIMITED TO CRITICAL STABILIZATION ACTIVITIES ONLY.



2 VACINITY MAP
NOT TO SCALE

N

North London Mill Preservation, Inc.

form works design group, LLC
1738 Wynkoop Street, Suite 100
Denver, Colorado 80202
www.formworksdesigngroup.com
303.598.6545

NORTH LONDON MILL STABILIZATION OF CRITICAL ITEMS

6632 COUNTY ROAD 12
ALMA, COLORADO 80420

No.	Description	Date

Project Number	19-009
Date	JUNE 1, 2020
Drawn By	NL
Checked By	JR
Scale	As indicated

SHEET INDEX, VACINITY MAP AND SITE PLAN

G-001

1 S001 ROOF AERIAL
NO SCALE

STRUCTURAL DRAWING LIST	
SHEET NO	SHEET TITLE
S001	COVER SHEET
S002	GENERAL NOTES
S101	FOUNDATION PLAN
S102	UPPER FLOOR FRAMING PLAN
S103	ROOF FRAMING PLAN
S104	ROOF AERIAL PHOTO
S201	ELEVATION PHOTOS
S510	SECTIONS & DETAILS
S511	SECTIONS & DETAILS

SYMBOLS KEY

	DIRECTION OF DECK SPAN
GRID	GRID DESIGNATION
X	REVISION
X SX	INDICATES STRUCTURAL ELEVATION
SWx	SHEAR WALL
	SHORING
	STEP IN FLOOR ELEVATION
	STONE MASONRY
	CIP CONCRETE
	EXISTING CONCRETE
	EARTH
F.X.X	ISOLATED SPREAD FOOTING MARK
FXX	SPREAD FOOTING MARK
STEP	STEP IN BOTTOM OF WALL/GRADE BEAM
XX:12	ROOF SLOPE
SLOPE	DIRECTION OF SLOPE (DOWN)
DN UP	STAIR OR RAMP DIRECTION

XXX'-X	TOP OF CONCRETE OR MASONRY ELEVATION
[XXX'-X]	TOP OF BEAM ELEVATION
JB XXX'-X	JOIST BEARING ELEVATION
BL XXX'-X	BRICK LEDGE ELEVATION
(XXX'-X)	TOP OF FOOTING ELEVATION
XXX'-X	TOP OF FLOOR ELEVATION
BUILDING COLUMN DESIGNATIONS: CONT C	COLUMN CONTINUOUS FROM LEVEL BELOW
CXX	COLUMN STARTING AT THIS LEVEL
B	COLUMN STOPPING BELOW THIS LEVEL, SEE FRAMING PLAN AT NEXT LOWER LEVEL
CXX STUB	COLUMN STARTING AND ENDING AT THIS LEVEL OF FRAMING
CXX HGR	COLUMN CONNECTING A LOWER BEAM TO A HIGHER BEAM AT THIS LEVEL OF FRAMING
	WOOD HEADER
	WOOD JOIST OR BEAM SUPPORTED BY METAL HANGER
	WOOD JOIST CONTINUOUS OVER INTERMEDIATE SUPPORT
	WOOD JOIST BEARING ON TOP OF SUPPORT

ABBREVIATIONS KEY

@	ON CENTER SPACING	DWG	DRAWING	LGS	LIGHT GAGE STEEL		
(E)	EXISTING	DWL	DOWEL	LL	LIVE LOAD	REINF	REINFORCE, -ED, -ING
(N)	NEW	EA	EACH	LLH	LONG LEG HORIZONTAL	REQ	REQUIRED
(R)	REMOVE	ECC	ECCENTRIC	LLV	LONG LEG VERTICAL	REQMT	REQUIREMENT
AB	ANCHOR ROD (BOLT)	E-E	END TO END	LOC	LOCATION	RET	RETAINING
ADDL	ADDITIONAL	EF	EACH FACE	LP	LOW POINT	RM	ROOM
ADJ	ADJUSTABLE	EJ	EXPANSION JOINT	LSL	LAMINATED STRAND LUMBER (GENERIC TERM)	RMO	ROUGH MASONRY OPENING
AESS	ARCHITECTURALLY EXPOSED STRUCTURAL STEEL	EL	ELEVATION	LT	LIGHT	RO	ROUGH OPENING
AFF	ABOVE FINISHED FLOOR	ELEC	ELECTRIC, ELECTRICAL	LVL	LAMINATED VENEER LUMBER (GENERIC TERM)	SC	SLIP-CRITICAL
ALT	ALTERNATE	EMBED	EMBEDMENT	MACH	MACHINE	SCH	SCHEDULE
AMT	AMOUNT	ENGR EOR	ENGINEER ENGINEER OF RECORD	MASY	MASONRY	SDST	SELF-DRILLING/ SELF-TAPPING
ANCH	ANCHOR, ANCHORAGE	EQ	EQUAL	MATL	MATERIAL	SECT	SECTION
APPROX	APPROXIMATE	EQUIP	EQUIPMENT	MAX	MAXIMUM	SF	SQUARE FEET, SUB-FLOOR
ARCH	ARCHITECT, -URAL	EQUIV	EQUIVALENT	MB	MACHINE BOLT	SHT	SHEET
ATR	ALL THREAD ROD	ES	EACH SIDE	MECH	MECHANICAL	SHTG	SHEATHING
AVG	AVERAGE	EST	ESTIMATE	MEZZ	MEZZANINE	SIM	SIMILAR
BC	BOTTOM OF CONCRETE	E-W	EAST TO WEST	MFR	MANUFACTURE, -ER, -ED	SLH	SHORT LEG HORIZONTAL
BL	BRICK LEDGE	EXC	EXCAVATE	MIN	MINIMUM	SLV	SHORT LEG VERTICAL
BLK	BLOCK	EXP	EXPANSION	ML	MICROLLAM (TRUS-JOIST BRAND LVL), MASONRY LINTEL	SOG	SLAB ON GRADE
BLKG	BLOCKING	EXT	EXTERIOR	MO	MASONRY OPENING	SP	SPACES, SPACED
BM	BEAM	FD	FLOOR DRAIN	MTL	METAL	SPEC	SPECIFICATIONS
BOT	BOTTOM	FDN	FOUNDATION	NF	NEAR FACE	SQ	SQUARE
BRG	BEARING	FF	FINISHED FLOOR, FAR FACE	NIC	NOT IN CONTRACT	SSR	SHEAR STUD RAIL
BW	BOTTOM OF WALL	F-F	FACE TO FACE	NS	NEAR SIDE	ST	SNUG-TIGHT
CB	COUNTERBORE	FIG	FIGURE	N-S	NORTH TO SOUTH	STD	STANDARD
CF	CUBIC FOOT	FL	FLUSH	NTS	NOT TO SCALE	STIFF	STIFFENER
CSF	COLD FORMED STEEL	FLG	FLANGE	OCJ	OSHA COLUMN JOIST	STL	STEEL
CG	CENTER OF GRAVITY	FLR	FLOOR	OD	OUTSIDE DIAMETER	STRUCT	STRUCTURE, -AL
CIP	CAST-IN-PLACE	FO	FACE OF	OH	OPPOSITE HAND	SUPT	SUPPORT
CJ	CONSTRUCTION JOINT, CONTROL JOINT	FP	FULL PENETRATION	OPNG	OPENING	SY	SQUARE YARD
CJP	COMPLETE JOINT PENETRATION	FS	FOOTING STEP, FAR SIDE	OPP	OPPOSITE	SYM	SYMMETRICAL
CL	CENTER LINE	FTG	FOOTING	OS	OUTSIDE FACE	T&B	TOP AND BOTTOM
CLG	CEILING	GA	GAGE, GAUGE	OSB	ORIENTED STRAND BOARD	T&G	TONGUE AND GROOVE
CLR	CLEAR	GALV	GALVANIZED	PAF	POWDER ACTUATED FASTENER	TB	TOP OF BEAM
CM	CONSTRUCTION MANAGER, -MENT	GC	GENERAL CONTRACTOR	PC	PRECAST	TC	TOP OF CONCRETE
CMU	CONCRETE MASONRY UNIT	GEN	GENERAL	PCF	POUNDS PER CUBIC FOOT	TCA	TORQUE-CONTROLLED ANCHOR
COL	COLUMN	GL	GLUED LAMINATED, GLULAM	PE	PRE-ENGINEERED	TD	TOP OF DECK
COM	COMMON	GND	GROUND	PEN	PENETRATION	THD	THREAD
COMB	COMBINATION	GR	GRADE	PERP	PERPENDICULAR	THK	THICK, -NESS
CONC	CONCRETE	GT	GIRDER TRUSS	PJP	PARTIAL JOINT PENETRATION	TJ	TOP OF JOIST
CONN	CONNECTION	GYP BD	GYPSUM BOARD	PL	PLATE	TL	TOTAL LOAD
CONT	CONTINUOUS, CONTINUE	HAS	HEADED ANCHOR STUD	PLF	POUND PER LINEAR FOOT	TPG	TOPPING
COORD	COORDINATE, COORDINATION	HDG	HOT-DIP GALVANIZED	PNL	PANEL	TRANS	TRANSVERSE
CS	COUNTERSINK	HDR	HEADER	PP	PANEL POINT	TW	TOP OF WALL
CTR	CENTER	HORIZ	HORIZONTAL	PS	PRESTRESSED	TYP	TYPICAL
CY	CUBIC YARD	HP	HIGH POINT	PSF	POUNDS PER SQUARE FOOT	ULT	ULTIMATE
DAB	DEFORMED ANCHOR BAR	HT	HEIGHT	PSI	POUNDS PER SQUARE INCH	UNO	UNLESS NOTED OTHERWISE
DET	DETAIL	ID	INSIDE DIAMETER	PSL	PARALLEL STRAND LUMBER (GENERIC TERM)	VERT	VERTICAL
DEV	DEVELOP	IF	INSIDE FACE	PT	POST TENSIONED, PRESSURE TREATED	VIF	VERIFY IN FIELD
DIAG	DIAGONAL	INT	INTERIOR, INTERMEDIATE	PTN	PARTITION	WP	WORK POINT
DIM	DIMENSION	IT	INVERTED TEE	PWD	PLYWOOD	WT	WEIGHT
DL	DEAD LOAD	JB	JOIST BEARING	QTY	QUANTITY	WWF	WELDED WIRE FABRIC
DN	DOWN	JST	JOIST	R	RADIUS	XS	EXTRA STRONG
DP	DRILLED PIER	JT	JOINT	RE	REFERENCE, REFER TO	XSECT	CROSS SECTION
DT	DOUBLE TEE	K	KIP (1,000 LBS)	RECT	RECTANGLE	XXS	DOUBLE EXTRA STRONG

JVA #19335.3
JVA, Inc.
1319 Spruce Street
Boulder, CO 80302
303.444.1951
www.jvajva.com
Boulder • Fort Collins • Winter Park
Glenwood Springs • Denver
CONSULTING ENGINEERS

HISTORY Colorado
THE COLORADO HISTORICAL SOCIETY

form + works
design group, LLC
1738 Wynkoop Street, Suite 100
Denver, Colorado 80202
www.formworksdesigngroup.com
303.598.6545

NORTH LONDON MILL STABILIZATION

6632 COUNTY ROAD 12
ALMA, COLORADO 80420

No.	Description	Date

Project Number	19-009
Date	JUNE 1, 2020
Drawn By	CBB
Checked By	IRG
Scale	12" = 1'-0"

COVER SHEET

S001

STRUCTURAL GENERAL NOTES

CODE STUDY:

1. IT IS UNDERSTOOD THAT THIS PHASE OF WORK IS INTENDED TO ADDRESS THE STABILIZATION OF THE NORTH LONDON MILL IN ITS CURRENT CONDITION TO SLOW THE PROGRESSION OF THE NATURAL DESTABILIZATION OF THE STRUCTURE.
2. SINCE THE NORTH LONDON MILL HAS BEEN UNOCCUPIED FOR SEVERAL DECADES AND WILL LARGELY REMAIN UNOCCUPIED OTHER THAN INCIDENTAL HUMAN OCCUPANCY DURING THE STABILIZATION, THE RISK CATEGORY OF THE STRUCTURE IS CATEGORY I. ALL TEMPORARY STRUCTURAL ELEMENTS HAVE BEEN DESIGNED FOR THE LOADS ASSOCIATED WITH CATEGORY I.
3. HOWEVER, IT IS UNDERSTOOD THAT A POSSIBLE FUTURE INTENT FOR THE BUILDING INCLUDES PROVIDING PUBLIC ACCESS WHICH CHANGES THE BUILDING OCCUPANCY TO CATEGORY II. THEREFORE, ALL NEW STRUCTURAL ELEMENTS INTENDED TO REMAIN IN PLACE AFTER ANY TEMPORARY STABILIZATION ELEMENTS ARE REMOVED HAVE BEEN DESIGNED TO RESIST ALL LOADS ASSOCIATED WITH RISK CATEGORY II.
4. SINCE IN ITS STABILIZED STATE THE STRUCTURE WILL BELONG TO RISK CATEGORY I, SEISMIC LOADS WERE NOT CONSIDERED IN THE DESIGN OF THE STABILIZATION EFFORTS.
5. KEYED NOTE TREATMENTS ARE RANKED IN PRIORITY FROM C01 BEING THE HIGHEST PRIORITY TO C06 BEING THE LOWEST PRIORITY.

DESIGN LOADS:

1. DESIGN LOADS: 2012 INTERNATIONAL BUILDING CODE WITH PARK COUNTY AMENDMENTS, ASCE 7-10
2. RISK CATEGORY: I LOW HAZARD
3. ROOFS:
   - A. ROOF DEAD LOAD 10 PSF
   - B. ROOF LIVE LOAD 20 PSF
   - C. GROUND SNOW LOAD, Pg 88 PSF
   - D. FLAT-ROOF SNOW LOAD, Pf 76 PSF
   - E. SNOW EXPOSURE FACTOR, Ce 0.9
   - F. SNOW IMPORTANCE FACTOR, Is 0.8
   - G. THERMAL FACTOR, Ct 1.2
4. FLOOR LIVE LOADS:

OCCUPANCY OR USE	UNIFORMLY DISTRIBUTED (PSF)	CONCENTRATED LOAD (LBS)	LIVE LOAD REDUCTION
INCIDENTAL HUMAN OCCUPANCY	20		

5. WIND:
   - A. ULTIMATE DESIGN WIND SPEED, V_{ULT}, (3-SECOND GUST) 110 MPH (PARK COUNTY AMENDMENTS)
   - B. NOMINAL DESIGN WIND SPEED, V_{ASD}, (3-SECOND GUST) 90 MPH
   - C. INTERNAL PRESSURE COEFFICIENT 0.18 (ENCLOSED)
   - D. WIND EXPOSURE C
   - E. AIR DENSITY COEFFICIENT 0.7
   - F. COMPONENTS AND CLADDING ULTIMATE DESIGN WIND PRESSURES
     1. WALLS:
        - a. WITHIN 6 FEET OF CORNERS +17.6 PSF -23.5 PSF
        - b. AWAY FROM CORNERS +17.6 PSF -19.1 PSF
     2. PARAPETS:
        - a. WITHIN 12 FEET OF CORNERS +42.2 PSF -33.7 PSF
        - b. WITHIN 12 FEET OF HIGH CORNERS +54.7 PSF -33.7 PSF
        - c. WITHIN 6 FEET OF LOW EDGE +34.4 PSF -29.5 PSF
        - d. WITHIN 12 FEET OF RAKES & HIGH EDGE +39.0 PSF -29.5 PSF
     3. ROOFS:
        - a. WITHIN 12 FEET OF CORNERS +16.0 PSF -32.3 PSF
        - b. WITHIN 12 FEET OF HIGH CORNERS +16.0 PSF -33.7 PSF
        - c. WITHIN 6 FEET OF LOW EDGE +16.0 PSF -24.1 PSF
        - d. WITHIN 12 FEET OF RAKES & HIGH EDGE +16.0 PSF -29.0 PSF
        - e. AWAY FROM EDGES +16.0 PSF -29.09 PSF
     4. PRESSURES MAY BE REDUCED FOR EFFECTIVE WIND AREAS LARGER THAN 10 SQUARE FEET, BUT NOT BELOW 16 PSF.

FOUNDATION DESIGN:

1. A GEOTECHNICAL REPORT HAS NOT BEEN PREPARED SPECIFICALLY FOR THIS PROJECT.
2. GEOTECHNICAL ENGINEER SHALL VERIFY SOIL CONDITIONS AND TYPES DURING EXCAVATION AND PRIOR TO PLACEMENT OF FORMWORK OR CONCRETE.
3. MINIMUM FROST DEPTH SHALL BE 2'-0" BELOW EXTERIOR GRADE PER PARK COUNTY BUILDING CODE AMENDMENTS.

FOOTINGS:

1. DESIGN OF FOOTINGS IS BASED ON
   - A. MAXIMUM ALLOWABLE BEARING PRESSURE 3,000 PSF (PER IBC TABLE 1806.2)
2. BEAR ON THE NATURAL UNDISTURBED SOIL OR COMPACTED STRUCTURAL FILL. EXTERIOR FOOTINGS SHALL BEAR BELOW FROST DEPTH.

REINFORCED CONCRETE:

1. DESIGN IS BASED ON ACI 318 "BUILDING CODE REQUIREMENTS FOR STRUCTURAL CONCRETE."
2. CONCRETE WORK SHALL CONFORM TO ACI 301 "STANDARD SPECIFICATIONS FOR STRUCTURAL CONCRETE."
3. STRUCTURAL CONCRETE SHALL HAVE THE FOLLOWING PROPERTIES:

INTENDED USE	EXPOSURE CLASS	f'c, PSI 28 DAYS	MAX W/CM RATIO	MAXIMUM AGGREGATE	SLUMP, INCHES (+/- 1")	AIR CONTENT PERCENT (+/- 1.5%)	CEMENT TYPE	ADMIXTURES / COMMENTS
FOOTINGS	F0-S0-W0-C1	3000	0.52	3/4" STONE	5	2%	I/II	

4. DETAILING, FABRICATION, AND PLACEMENT OF REINFORCING STEEL SHALL BE IN ACCORDANCE WITH ACI 315 "DETAILS AND DETAILING OF CONCRETE REINFORCEMENT."
5. WELDED WIRE FABRIC SHALL CONFORM TO ASTM A185.
6. REINFORCING BARS SHALL CONFORM TO ASTM A615, GRADE 60, EXCEPT TIES OR BARS SHOWN TO BE FIELD-BENT, WHICH SHALL BE GRADE 40.
7. EPOXY COATED REINFORCING BARS SHALL CONFORM TO ASTM A775 (STRAIGHT BARS) AND ASTM A934 (PRE-FABRICATED BARS).
8. ZINC COATED (GALVANIZED) REINFORCING BARS SHALL CONFORM TO ASTM A767.
9. BARS TO BE WELDED SHALL CONFORM TO ASTM A706.
10. UNLESS NOTED OTHERWISE ON THE STRUCTURAL DRAWINGS, LAP BARS 50 DIAMETERS (MINIMUM).
11. AT CORNERS AND INTERSECTIONS, MAKE HORIZONTAL BARS CONTINUOUS OR PROVIDE MATCHING CORNER BARS FOR EACH LAYER OF REINFORCEMENT.
12. TRIM OPENINGS IN WALLS AND SLABS WITH (2) #5 FOR EACH LAYER OF REINFORCEMENT, FULLY DEVELOPED BY EXTENSION OR HOOK.
13. IN CONTINUOUS MEMBERS, SPLICE TOP BARS AT MID-SPAN AND SPLICE BOTTOM BARS OVER SUPPORTS.
14. FORM INTERMITTENT SHEAR KEYS AT ALL CONSTRUCTION JOINTS AND AS SHOWN ON THE STRUCTURAL DRAWINGS.
15. EXCEPT AS NOTED ON THE DRAWINGS, CONCRETE PROTECTION FOR REINFORCEMENT IN CAST-IN-PLACE CONCRETE SHALL BE AS FOLLOWS:
    - A. CAST AGAINST AND PERMANENTLY EXPOSED TO EARTH: 3"
      1. EXPOSED TO EARTH OR WEATHER:
         - a. #6 THROUGH #18 BARS 2"
         - b. #5 BAR, W31 OR D31 WIRE, AND SMALLER 1-1/2"
    - B. NOT EXPOSED TO WEATHER OR IN CONTACT WITH GROUND:
      1. SLABS, WALLS, JOISTS: #11 BARS AND SMALLER 3/4"
      2. BEAMS AND COLUMNS:
         - a. PRIMARY REINFORCEMENT 1-1/2"
         - b. STIRRUPS, TIES, SPIRALS 1-1/2"
16. FIBER ADMIXTURE SHALL BE 100% VIRGIN POLYPROPYLENE, FIBRILLATED FIBERS, TYPE III 4.1.3, PERFORMANCE LEVEL ONE, PER ASTM C1116.
17. ANCHOR BOLTS AND RODS FOR BEAM AND COLUMN-BEARING PLATES SHALL BE PLACED WITH SETTING TEMPLATES.

POST-INSTALLED ANCHORS

1. ALL CAST IN PLACE ANCHORS DESIGNED IN ACCORDANCE WITH ACI 318.
2. POST-INSTALLED ANCHORS SHALL ONLY BE USED WHERE SPECIFIED ON THE CONSTRUCTION DOCUMENTS. THE CONTRACTOR SHALL OBTAIN APPROVAL FROM THE ENGINEER-OF-RECORD PRIOR TO INSTALLING POST-INSTALLED ANCHORS IN PLACE OF MISSING OR MISPLACED CAST-IN-PLACE ANCHORS.
3. CARE SHALL BE TAKEN IN PLACING POST-INSTALLED ANCHORS TO AVOID CONFLICTS WITH EXISTING REBAR. EXISTING REINFORCING BARS SHALL NOT BE CUT UNLESS APPROVED BY THE EOR.
4. ALL ANCHORS MUST BE INSTALLED IN STRICT ACCORDANCE WITH THE MANUFACTURER'S PRINTED INSTALLATION INFORMATION (MPII) IN CONJUNCTION WITH EDGE DISTANCE, SPACING, AND EMBEDMENT DEPTH AS INDICATED ON THE DRAWINGS. HOLES SHALL BE DRILLED AND CLEANED IN ACCORDANCE WITH THE MPII.
5. SUBSTITUTION REQUESTS, FOR PRODUCTS OTHER THAN THOSE SPECIFIED, SHALL BE SUBMITTED BY THE CONTRACTOR TO THE ENGINEER-OF-RECORD ALONG WITH CALCULATIONS THAT ARE PREPARED & SEALED BY A REGISTERED PROFESSIONAL ENGINEER; REGISTRATION MUST BE IN THE STATE IN WHICH THE PROJECT IS LOCATED. THE CALCULATIONS SHALL DEMONSTRATE THAT THE SUBSTITUTED PRODUCT IS CAPABLE OF ACHIEVING EQUIVALENT PERFORMANCE VALUES (MINIMUM) OF THE SPECIFIED PRODUCT USING THE APPROPRIATE DESIGN PROCEDURE AND/OR STANDARD(S) AS REQUIRED BY THE AUTHORITY HAVING JURISDICTION.
6. THE CONTRACTOR SHALL ARRANGE FOR A MANUFACTURER'S FIELD REPRESENTATIVE TO PROVIDE INSTALLATION TRAINING FOR ALL PRODUCTS TO BE USED, PRIOR TO THE ANCHOR INSTALLATION. A RECORD OF TRAINING SHALL BE KEPT ON SITE AND MADE AVAILABLE TO THE EOR/ SPECIAL INSPECTOR AS REQUESTED.
7. ADHESIVE ANCHORS INSTALLED IN HORIZONTAL TO VERTICALLY OVERHEAD ORIENTATION THAT SUPPORT SUSTAINED TENSION LOADS SHALL BE DONE BY A CERTIFIED ANCHOR INSTALLER (AAI) AS CERTIFIED THROUGH ACI/CRSI (ACI 318-11 D 9.2.2, ACI 318-14 17.8.2.2). PROOF OF CURRENT CERTIFICATION SHALL BE SUBMITTED TO THE EOR FOR APPROVAL PRIOR TO COMMENCEMENT OF INSTALLATION.
8. ADHESIVE ANCHORS MUST BE INSTALLED IN CONCRETE AGED A MINIMUM OF 21 DAYS (ACI 318-11 D 2.2, ACI 318-14 17.1.2)
9. ALL POST INSTALLED ANCHORS SHALL BE INSTALLED IN DRY HOLES THAT HAVE BEEN DRILLED, CLEANED, AND PREPARED IN STRICT ACCORDANCE WITH THE MANUFACTURER'S PRINTED INSTALLATION INFORMATION AND THE RESPECTIVE ICC-ES EVALUATION REPORTS.
10. PROVIDE SPECIAL INSPECTION FOR ALL MECHANICAL AND ADHESIVE ANCHORS PER THE APPLICABLE BUILDING CODE AND PER THE CURRENT ICC-ES REPORT (IBC 2012/2015 TABLE 1705.3 NOTE B).

STRUCTURAL STEEL:

1. STRUCTURAL STEEL SHALL BE DETAILED, FABRICATED, AND ERECTED IN ACCORDANCE WITH THE "SPECIFICATION FOR STRUCTURAL STEEL BUILDINGS" (AISC 360) AND THE "CODE OF STANDARD PRACTICE FOR STEEL BUILDINGS AND BRIDGES" (AISC 303) BY THE AMERICAN INSTITUTE OF STEEL CONSTRUCTION (AISC).
2. STRUCTURAL STEEL WIDE FLANGE BEAMS SHALL CONFORM TO ASTM A992, 50 KSI YIELD.
3. ROLLED STEEL FLOOR PLATES SHALL CONFORM TO ASTM A786, COMMERCIAL GRADE.
4. OTHER ROLLED SHAPES, INCLUDING PLATES, CHANNELS, WTS, AND ANGLES SHALL CONFORM TO ASTM A36, 36 KSI YIELD.
5. HOLLOW STRUCTURAL SECTION (HSS) RECTANGULAR SHAPES SHALL CONFORM TO ASTM A500, GRADE C, 50 KSI YIELD.
6. HSS ROUND SHAPES SHALL CONFORM TO ASTM A500, GRADE C, 46 KSI YIELD.
7. PIPE SHAPES SHALL CONFORM TO ASTM A53, GRADE B, 35 KSI YIELD.
8. EXCEPT AS NOTED, FRAMED BEAM CONNECTIONS SHALL BE BEARING-TYPE WITH 3/4" DIAMETER, SNUG TIGHT, ASTM A325 BOLTS, DETAILED IN CONFORMANCE WITH THE STRUCTURAL DRAWINGS AND THE "STEEL CONSTRUCTION MANUAL" BY THE AISC. INSTALL BOLTS IN ACCORDANCE WITH AISC'S "SPECIFICATION FOR STRUCTURAL JOINTS USING ASTM A325 OR A490 BOLTS".
9. ALL BEAMS SHALL HAVE FULL DEPTH WEB STIFFENERS EACH SIDE OF WEBS ABOVE AND BELOW COLUMNS.
10. ANCHOR RODS SHALL CONFORM TO ASTM F1554, GRADE (36, 55 WITH WELDABILITY SUPPLEMENT S1, AND/OR 105) AS NOTED ON THE STRUCTURAL DRAWINGS.
11. HEADED ANCHOR STUDS (HAS) SHALL CONFORM TO ASTM A108 AND SHALL BE CONNECTED TO STRUCTURAL STEEL WITH EQUIPMENT APPROVED BY THE STUD MANUFACTURER ACCORDING TO THE STUD MANUFACTURER'S RECOMMENDATIONS.
12. WELDING SHALL BE DONE BY A CERTIFIED WELDER IN ACCORDANCE WITH THE AISC DOCUMENTS LISTED ABOVE, THE AMERICAN WELDING SOCIETY (AWS) D1.1; STRUCTURAL WELDING CODE, AND THE RECOMMENDATIONS FOR USE OF WELD E70 ELECTRODES. WHERE NOT SPECIFICALLY NOTED, MINIMUM WELD SHALL BE 3/16" FILLET BY LENGTH OF CONTACT EDGE.
13. GROUT BENEATH COLUMN BASE AND BEAM BEARING PLATES SHALL HAVE A MINIMUM 28-DAY, COMPRESSIVE STRENGTH OF 7,500 PSI AND SHALL BE NON-SHRINK, NON-METALLIC, AND TESTED IN ACCORDANCE WITH ASTM C1107.

STRUCTURAL WOOD FRAMING:

1. IN-GRADE BASE VALUES HAVE BEEN USED FOR DESIGN.
2. DIMENSIONAL LUMBER FRAMING SHALL BE S4S HEM FIR NO. 2 AND BETTER UNO.
3. SOLID TIMBER BEAMS AND POSTS SHALL BE DOUGLAS FIR-LARCH NO. 1 AND BETTER UNO.
4. STUDS SHALL BE HEM FIR STUD GRADE AND BETTER UNO.
5. TOP AND BOTTOM PLATES SHALL BE DOUGLAS FIR-LARCH NO. 2 AND BETTER UNO.
6. ALL NEW LUMBER SHALL BE DATE STAMPED TO DIFFERENTIATE FROM EXISTING WOOD MEMBERS.
7. ALL LUMBER SHALL BE 19% MAXIMUM MOISTURE CONTENT AT THE TIME OF INSTALLATION UNO.
8. ALL WOOD EXPOSED TO WEATHER OR IN CONTACT WITH CONCRETE OR MASONRY SHALL BE PRESSURE TREATED DOUGLAS FIR-LARCH OR SOUTHERN YELLOW PINE. PRESERVATIVE-TREATED WOOD SHALL BE TREATED IN ACCORDANCE WITH AWPA STANDARDS U1 AND M4. TREATMENTS SHALL HAVE NO AMMONIA ADDED AND SHALL BE THE FOLLOWING USE CATEGORY:
   - A. UC2 AT INTERIOR
   - B. UC3B AT EXTERIOR WITH NO GROUND CONTACT
   - C. UC4B AT EXTERIOR WITH GROUND CONTACT
9. FASTENERS FOR USE WITH TREATED WOOD SHALL BE CORROSION RESISTANT IN ACCORDANCE WITH SECTION 2304.9.5 (2304.10.5 IN 2015 IBC) OF THE IBC.
10. ALL CONNECTORS USED WITH PRESSURE-TREATED MATERIAL SHALL BE STAINLESS STEEL ASTM 304 OR 316, OR HAVE A SIMPSON Z-MAX (G185) OR HDG COATING. STANDARD COATING (G90) IS ACCEPTABLE AT INTERIOR CONDITIONS WITH NON PRESSURE-TREATED LUMBER ONLY. CONNECTORS ARE TO BE IN ACCORDANCE WITH ASTM A653 OR ASTM 123.
11. ALL IRON AND STEEL PRODUCTS ATTACHED TO TREATED LUMBER SHALL BE HOT-DIPPED GALVANIZED IN ACCORDANCE WITH ASTM A123 OR SHALL BE TYPE 304 OR 316 STAINLESS STEEL.
12. STRUCTURAL MEMBERS SHALL NOT BE CUT FOR PIPES, ETC. UNLESS SPECIFICALLY NOTED OR DETAILED ON THE STRUCTURAL DRAWINGS.
13. ALL BOLTS SHALL BE RETIGHTENED PRIOR TO CLOSING IN OF WALLS, FLOORS, AND ROOFS.
14. ALL BOLTS BEARING ON WOOD SHALL HAVE STANDARD CUT WASHERS UNDER HEAD AND/OR NUT, UNO.
15. METAL FRAMING ANCHORS SHOWN OR REQUIRED, SHALL BE SIMPSON STRONG-TIE OR EQUAL CODE APPROVED CONNECTORS AND INSTALLED WITH ALL HOLES FILLED (ROUND AND TRIANGULAR) WITH THE MAXIMUM SIZE NAIL RECOMMENDED BY THE MANUFACTURER TO DEVELOP THE MAXIMUM RATED CAPACITY.
16. CONNECTOR BOLTS AND LAG SCREWS SHALL CONFORM TO ANSI/ASME B18.2.1 AND ASTM SAE J429 GRADE 1.
17. NAILS AND SPIKES SHALL CONFORM TO ASTM F1667.
18. WOOD SCREWS SHALL CONFORM TO ANSI/ASME B18.6.1.
19. LEAD HOLES FOR LAG SCREWS SHALL BE 40%-70% OF THE SHANK DIAMETER AT THE THREADED SECTION AND EQUAL TO THE SHANK DIAMETER AT THE UNTHREADED SECTION.
20. CONVENTIONAL LIGHT FRAMING SHALL COMPLY WITH IBC SECTION 2308.
21. COLUMNS / MULTIPLE STUDS IN BEARING WALLS SUPPORTING ALL BEAMS AND HEADERS SHALL OCCUR CONTINUOUSLY THROUGH EACH FLOOR LEVEL DOWN TO THE FOUNDATION OR ANOTHER SUPPORT BEAM. SOLID SQUASH BLOCKING EQUIVALENT IN AREA TO THE COLUMN/MULTIPLE STUDS ABOVE SHALL BE PROVIDED WITHIN THE JOIST SPACE BENEATH THE COLUMN/MULTIPLE STUDS.
22. ALL BEAMS AND TRUSSES SHALL BE BRACED AGAINST ROTATION AT POINTS OF BEARING.
23. ALL JOISTS AND BEAMS (EXCLUDING I-JOISTS) SHALL BE SEAT-CUT FOR FULL UNIFORM BEARING AT SUPPORTS, SEATS, CAPS, ETC.
24. EXCEPT AS NOTED OTHERWISE, MINIMUM NAILING SHALL BE PROVIDED AS SPECIFIED IN TABLE 2304.9.1 "FASTENING SCHEDULE" (2304.10.1 IN 2015 IBC) OF THE IBC.
25. ALL MULTIPLE MEMBER BEAMS SHALL BE NAILED TOGETHER WITH MAX NUMBER OF 10D NAILS VERTICALLY @ 3" AND HORIZONTALLY @ 12" PER PLY.

FIELD VERIFICATION OF EXISTING CONDITIONS:

1. THE GENERAL CONTRACTOR SHALL THOROUGHLY INSPECT AND SURVEY THE EXISTING STRUCTURE TO VERIFY CONDITIONS THAT AFFECT THE WORK SHOWN ON THE DRAWINGS.
2. THE GENERAL CONTRACTOR SHALL REPORT ANY VARIATIONS OR DISCREPANCIES TO THE ARCHITECT AND STRUCTURAL ENGINEER BEFORE PROCEEDING.

STRUCTURAL ERECTION AND BRACING REQUIREMENTS:

1. THE STRUCTURAL DRAWINGS ILLUSTRATE AND DESCRIBE THE COMPLETED STRUCTURE WITH ELEMENTS IN THEIR FINAL POSITIONS, PROPERLY SUPPORTED, CONNECTED, AND/OR BRACED.
2. THE STRUCTURAL DRAWINGS ILLUSTRATE TYPICAL AND REPRESENTATIVE DETAILS TO ASSIST THE GENERAL CONTRACTOR. DETAILS SHOWN APPLY AT ALL SIMILAR CONDITIONS UNLESS OTHERWISE INDICATED. ALTHOUGH DUE DILIGENCE HAS BEEN APPLIED TO MAKE THE DRAWINGS AS COMPLETE AS POSSIBLE, NOT EVERY DETAIL IS ILLUSTRATED AND NOT EVERY EXCEPTIONAL CONDITION IS ADDRESSED.
3. DRAWINGS DESCRIBE END GOAL OF EACH STEP, HOWEVER NOT EVERY DETAIL IS INCLUDED HEREIN. PRICING SHOULD INCLUDE DETAIL ASSOCIATED WITH EACH STEP.
4. DETAILS WILL BE FURTHER DEVELOPED VIA DESIGN-BUILD DELIVERY WITH CONTRACTOR AND EOR DURING CONSTRUCTION PROCESS.
5. ALL PROPRIETARY CONNECTIONS AND ELEMENTS SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURERS' RECOMMENDATIONS.
6. ALL WORK SHALL BE ACCOMPLISHED IN A WORKMANLIKE MANNER AND IN ACCORDANCE WITH THE APPLICABLE CODES AND LOCAL ORDINANCES.
7. THE GENERAL CONTRACTOR IS RESPONSIBLE FOR COORDINATION OF ALL WORK, INCLUDING LAYOUT AND DIMENSION VERIFICATION, MATERIALS COORDINATION, SHOP DRAWING REVIEW, AND THE WORK OF SUBCONTRACTORS. ANY DISCREPANCIES OR OMISSIONS DISCOVERED IN THE COURSE OF THE WORK SHALL BE IMMEDIATELY REPORTED TO THE ARCHITECT AND STRUCTURAL ENGINEER FOR RESOLUTION.
8. CONTINUATION OF WORK WITHOUT NOTIFICATION OF DISCREPANCIES RELIEVES THE ARCHITECT AND STRUCTURAL ENGINEER FROM ALL CONSEQUENCES.
9. UNLESS OTHERWISE SPECIFICALLY INDICATED, THE STRUCTURAL DRAWINGS DO NOT DESCRIBE METHODS OF CONSTRUCTION.
10. THE GENERAL CONTRACTOR, IN THE PROPER SEQUENCE, SHALL PERFORM OR SUPERVISE ALL WORK NECESSARY TO ACHIEVE THE FINAL COMPLETED STRUCTURE, AND TO PROTECT THE STRUCTURE, WORKMEN, AND OTHERS DURING CONSTRUCTION. SUCH WORK SHALL INCLUDE, BUT NOT BE LIMITED TO TEMPORARY BRACING, SHORING FOR CONSTRUCTION EQUIPMENT, SHORING FOR EXCAVATION, FORMWORK, SCAFFOLDING, SAFETY DEVICES AND PROGRAMS OF ALL KINDS, SUPPORT AND BRACING FOR CRANES AND OTHER ERECTION EQUIPMENT.
11. DO NOT BACKFILL AGAINST BASEMENT OR RETAINING WALLS UNTIL SUPPORTING SLABS AND FLOOR FRAMING ARE IN PLACE AND SECURELY ANCHORED, UNLESS ADEQUATE TEMPORARY BRACING IS PROVIDED.
12. TEMPORARY BRACING SHALL REMAIN IN PLACE UNTIL ALL FLOORS, WALLS, ROOFS AND ANY OTHER SUPPORTING ELEMENTS ARE IN PLACE.
13. THE ARCHITECT AND STRUCTURAL ENGINEER BEAR NO RESPONSIBILITY FOR THE ABOVE ITEMS, AND OBSERVATION VISITS TO THE SITE DO NOT IN ANY WAY INCLUDE INSPECTIONS OF THESE ITEMS.

LETTERS OF CONSTRUCTION COMPLIANCE:

1. THE GENERAL CONTRACTOR SHALL DETERMINE FROM THE LOCAL BUILDING AUTHORITY, AT THE TIME THE BUILDING PERMIT IS OBTAINED, WHETHER ANY LETTERS OF CONSTRUCTION COMPLIANCE WILL BE REQUESTED FROM THE STRUCTURAL ENGINEER.
2. THE CONTRACTOR SHALL NOTIFY THE STRUCTURAL ENGINEER OF ALL SUCH REQUIREMENTS IN WRITING PRIOR TO THE START OF CONSTRUCTION.
3. TWO-DAY ADVANCE NOTICE SHALL BE GIVEN WHEN REQUESTING SITE VISITS NECESSARY AS THE BASIS FOR THE COMPLIANCE LETTER.
4. THE GENERAL CONTRACTOR SHALL PROVIDE COPIES OF ALL THIRD-PARTY TESTING AND INSPECTION REPORTS TO THE ARCHITECT AND STRUCTURAL ENGINEER A MINIMUM OF ONE WEEK PRIOR TO THE DATE THAT THE COMPLIANCE LETTER IS NEEDED.

JVA #19335.3

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THE COLORADO HISTORICAL SOCIETY

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NORTH LONDON MILL STABILIZATION

6632 COUNTY ROAD 12
ALMA, COLORADO 80420

No.	Description	Date

Project Number	19-009
Date	JUNE 1, 2020
Drawn By	CBB
Checked By	IRG
Scale	3/4" = 1'-0"

GENERAL NOTES

S002

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NORTH LONDON MILL STABILIZATION

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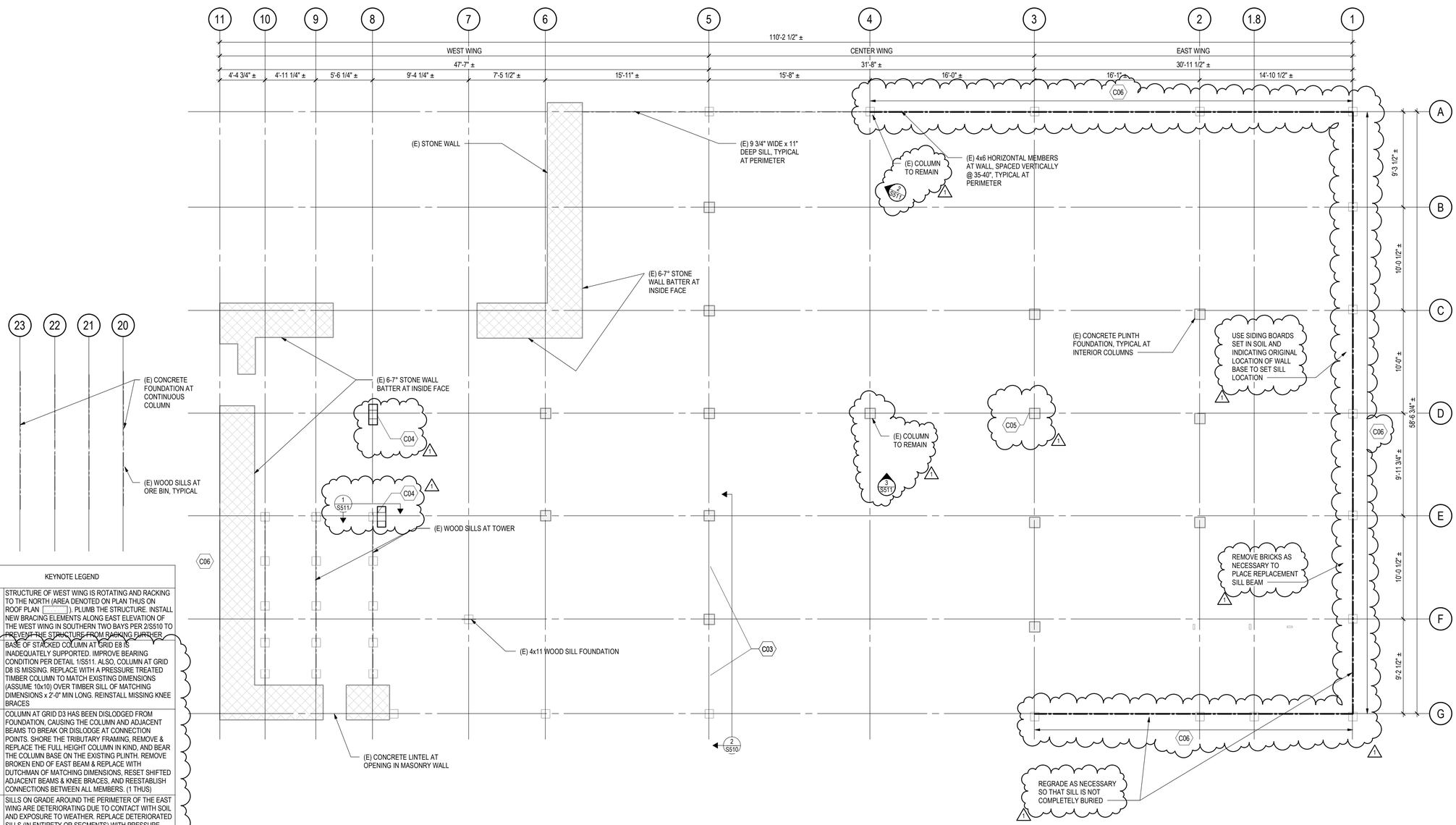

KEYNOTE LEGEND	
C03	STRUCTURE OF WEST WING IS ROTATING AND RACKING TO THE NORTH (AREA DENOTED ON PLAN THUS ON ROOF PLAN ▭). PLUMB THE STRUCTURE. INSTALL NEW BRACING ELEMENTS ALONG EAST ELEVATION OF THE WEST WING IN SOUTHERN TWO BAYS PER 2/S510 TO PREVENT THE STRUCTURE FROM RACKING FURTHER.
C04	BASE OF STACKED COLUMN AT GRID E8 IS INADEQUATELY SUPPORTED. IMPROVE BEARING CONDITION PER DETAIL 1/S511. ALSO, COLUMN AT GRID D8 IS MISSING. REPLACE WITH A PRESSURE TREATED TIMBER COLUMN TO MATCH EXISTING DIMENSIONS (ASSUME 10x10) OVER TIMBER SILL OF MATCHING DIMENSIONS x 2'-0" MIN LONG. REINSTALL MISSING KNEE BRACES
C05	COLUMN AT GRID D3 HAS BEEN DISLODGED FROM FOUNDATION, CAUSING THE COLUMN AND ADJACENT BEAMS TO BREAK OR DISLODGE AT CONNECTION POINTS. SHORE THE TRIBUTARY FRAMING, REMOVE & REPLACE THE FULL HEIGHT COLUMN IN KIND, AND BEAR THE COLUMN BASE ON THE EXISTING PLINTH. REMOVE BROKEN END OF EAST BEAM & REPLACE WITH DUTCHMAN OF MATCHING DIMENSIONS, RESET SHIFTED ADJACENT BEAMS & KNEE BRACES, AND REESTABLISH CONNECTIONS BETWEEN ALL MEMBERS. (1 THUS)
C06	SILLS ON GRADE AROUND THE PERIMETER OF THE EAST WING ARE DETERIORATING DUE TO CONTACT WITH SOIL AND EXPOSURE TO WEATHER. REPLACE DETERIORATED SILLS (IN ENTIRETY OR SEGMENTS) WITH PRESSURE TREATED TIMBERS TO MATCH THE DIMENSIONS AND ELEVATIONS OF THE EXISTING SILLS. SHORE STRUCTURE, REMOVE REMAINING EXISTING SILL MATERIAL & ANY ACCUMULATED DEBRIS, SET NEW SILLS AT ORIGINAL LOCATIONS, AND PLUMB WALLS & COLUMNS TO BEAR ON SILLS. RESET SHIFTED STRUCTURAL ELEMENTS (SUCH AS THE ROOF BEAM ON THE COLUMN AT GRID G3). WHERE BASE OF VERTICAL WOOD ELEMENTS ARE TOO DETERIORATED TO BEAR ON NEW SILL, REMOVE THE DETERIORATED MATERIAL AND ADD CRIBS, SISTERS, OR SHIMS DOWN TO THE SILL. (ASSUME APPROXIMATELY 140 LF OF 10x12 PRESSURE TREATED SILL FOR ESTIMATING PURPOSES).

PLAN NORTH

NORTH

FOUNDATION PLAN

3/16" = 1'-0"

0 2' 4' 8' 12'

- CONTRACTOR TO VERIFY ALL DIMENSIONS PRIOR TO CONSTRUCTION
- CONTRACTOR TO STACK ALL SALVAGEABLE MATERIALS (AS DETERMINED BY OWNER) IN DESIGNATED AREA ON THE SITE
- CONTRACTOR ALLOWED TO MOVE DEBRIS ON GRADE AS NECESSARY TO ACCESS WORK AREAS. IF DEBRIS IS NOT IN THE WAY, LEAVE IN PLACE
- REPLACEMENT SILLS, COLUMNS, BEAMS, ETC. SHALL MATCH ORIGINAL IN SIZE
- CONTRACTOR MAY USE SALVAGEABLE ONSITE WOOD FOR TIES, KICKERS, BRIDGING ACROSS ROTTED BEAMS, SISTERS, ETC.
- IN GENERAL FOR THIS SCOPE OF WORK, CONTRACTOR IS NOT REQUIRED TO (BUT MAY) REPLICATE JOINERY WHEN REINSTATING MISSING MEMBERS.

No.	Description	Date
1	AMENDMENT 2	09/27/21

Project Number	19-009
Date	JUNE 1, 2020
Drawn By	CBB
Checked By	IRG
Scale	3/16" = 1'-0"

FOUNDATION PLAN

S101

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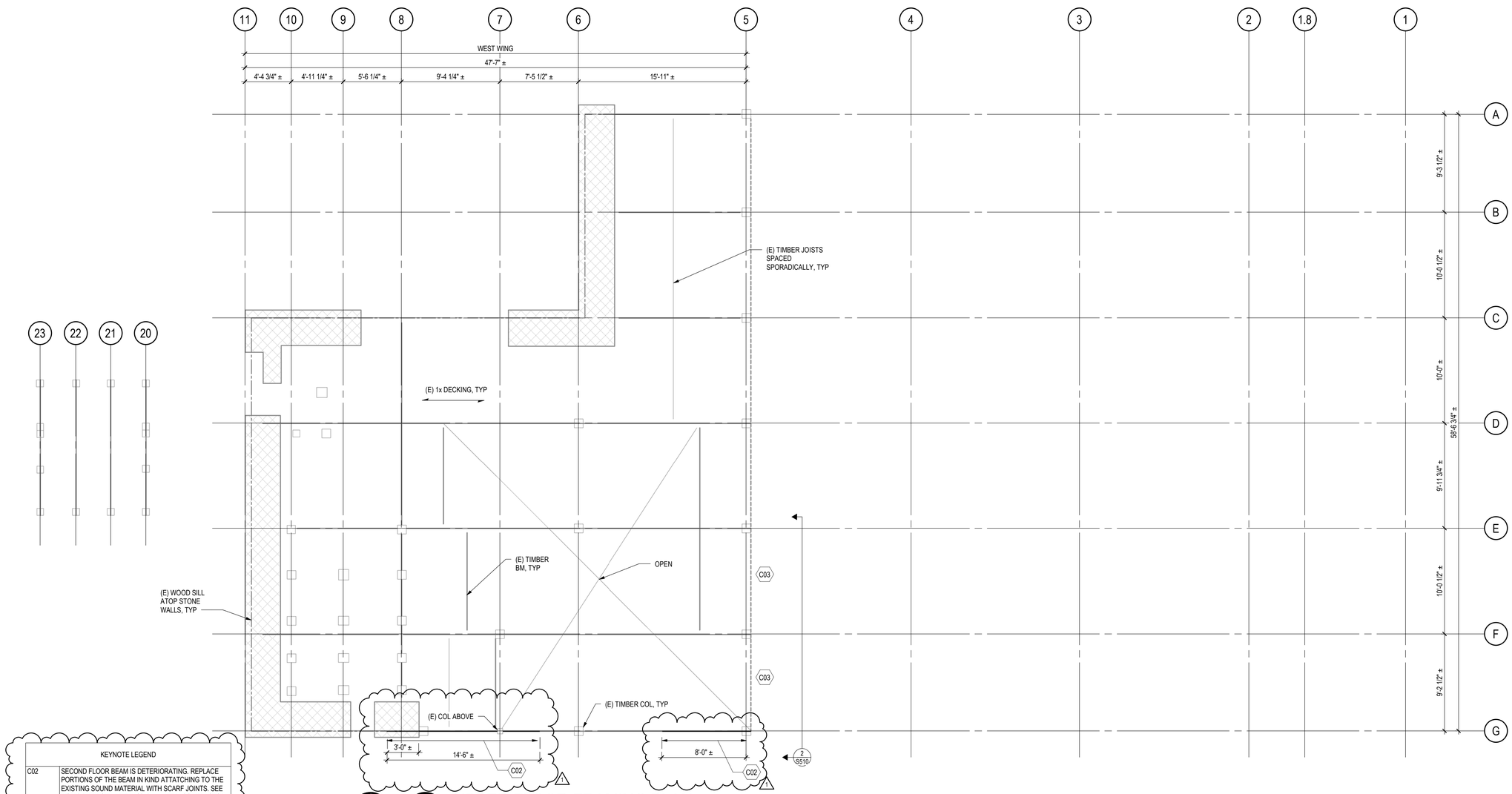
NORTH LONDON MILL STABILIZATION

6632 COUNTY ROAD 12
ALMA, COLORADO 80420



KEYNOTE LEGEND	
C02	SECOND FLOOR BEAM IS DETERIORATING. REPLACE PORTIONS OF THE BEAM IN KIND ATTATCHING TO THE EXISTING SOUND MATERIAL WITH SCARF JOINTS. SEE 1/S510 (APPROXIMATELY 22'-6" LUMBER. CONTRACTOR TO VERIFY IN FIELD)
C03	STRUCTURE OF WEST WING IS ROTATING AND RACKING TO THE NORTH (AREA DENOTED ON PLAN THUS ON ROOF PLAN [ ]). PLUMB THE STRUCTURE. INSTALL NEW BRACING ELEMENTS ALONG EAST ELEVATION OF THE WEST WING IN SOUTHERN TWO BAYS PER 2/S510 TO PREVENT THE STRUCTURE FROM RACKING FURTHER

PLAN NORTH

NORTH

UPPER FLOOR FRAMING PLAN

3/16" = 1'-0"

0 2' 4' 8' 12'

- ALL NEW LUMBER SHALL BE DATE STAMPED TO DIFFERENTIATE FROM EXISTING WOOD MEMBERS
- CONTRACTOR TO VERIFY ALL DIMENSIONS PRIOR TO CONSTRUCTION
- CONTRACTOR TO STACK ALL SALVAGEABLE MATERIALS (AS DETERMINED BY OWNER) IN DESIGNATED AREA ON THE SITE

FRAMING
INTERMEDIATE FRAMING
SILL

No.	Description	Date
1	AMENDMENT 2	09/27/21

Project Number	19-009
Date	JUNE 1, 2020
Drawn By	CBB
Checked By	IRG
Scale	3/16" = 1'-0"

UPPER FLOOR FRAMING PLAN

S102

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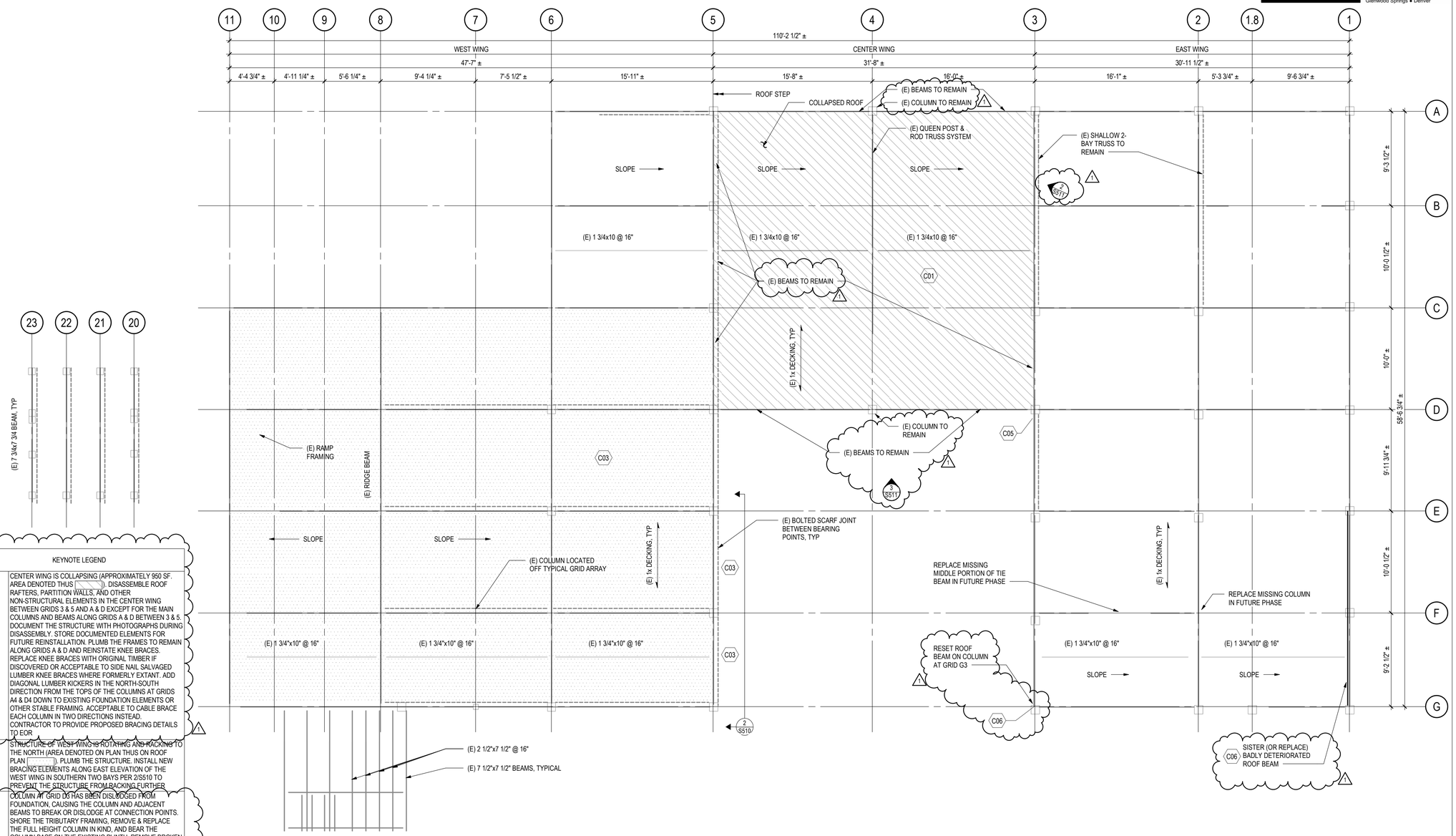
NORTH LONDON MILL STABILIZATION

6632 COUNTY ROAD 12
ALMA, COLORADO 80420



KEYNOTE LEGEND	
C01	CENTER WING IS COLLAPSING (APPROXIMATELY 950 SF. AREA DENOTED THUS [ ]). DISASSEMBLE ROOF RAFTERS, PARTITION WALLS, AND OTHER NON-STRUCTURAL ELEMENTS IN THE CENTER WING BETWEEN GRIDS 3 & 5 AND A & D EXCEPT FOR THE MAIN COLUMNS AND BEAMS ALONG GRIDS A & D BETWEEN 3 & 5. DOCUMENT THE STRUCTURE WITH PHOTOGRAPHS DURING DISASSEMBLY. STORE DOCUMENTED ELEMENTS FOR FUTURE REINSTALLATION. PLUMB THE FRAMES TO REMAIN ALONG GRIDS A & D AND REINSTATE KNEE BRACES. REPLACE KNEE BRACES WITH ORIGINAL TIMBER IF DISCOVERED OR ACCEPTABLE TO SIDE NAIL SALVAGED LUMBER KNEE BRACES WHERE FORMERLY EXTANT. ADD DIAGONAL LUMBER KICKERS IN THE NORTH-SOUTH DIRECTION FROM THE TOPS OF THE COLUMNS AT GRIDS A4 & D4 DOWN TO EXISTING FOUNDATION ELEMENTS OR OTHER STABLE FRAMING. ACCEPTABLE TO CABLE BRACE EACH COLUMN IN TWO DIRECTIONS INSTEAD. CONTRACTOR TO PROVIDE PROPOSED BRACING DETAILS TO EOR
C03	STRUCTURE OF WEST WING IS ROTATING AND RACKING TO THE NORTH (AREA DENOTED ON PLAN THUS ON ROOF PLAN [ ]). PLUMB THE STRUCTURE. INSTALL NEW BRACING ELEMENTS ALONG EAST ELEVATION OF THE WEST WING IN SOUTHERN TWO BAYS PER 2/S510 TO PREVENT THE STRUCTURE FROM RACKING FURTHER
C05	COLUMN AT GRID D3 HAS BEEN DISLODGED FROM FOUNDATION, CAUSING THE COLUMN AND ADJACENT BEAMS TO BREAK OR DISLODGE AT CONNECTION POINTS. SHORE THE TRIBUTARY FRAMING, REMOVE & REPLACE THE FULL HEIGHT COLUMN IN KIND, AND BEAR THE COLUMN BASE ON THE EXISTING PLINTH. REMOVE BROKEN END OF EAST BEAM & REPLACE WITH DUTCHMAN OF MATCHING DIMENSIONS, RESET SHIFTED ADJACENT BEAMS & KNEE BRACES, AND REESTABLISH CONNECTIONS BETWEEN ALL MEMBERS. (1 THUS)
C06	SILLS ON GRADE AROUND THE PERIMETER OF THE EAST WING ARE DETERIORATING DUE TO CONTACT WITH SOIL AND EXPOSURE TO WEATHER. REPLACE DETERIORATED SILLS (IN ENTIRETY OR SEGMENTS) WITH PRESSURE TREATED TIMBERS TO MATCH THE DIMENSIONS AND ELEVATIONS OF THE EXISTING SILLS. SHORE STRUCTURE, REMOVE REMAINING EXISTING SILL MATERIAL & ANY ACCUMULATED DEBRIS, SET NEW SILLS AT ORIGINAL LOCATIONS, AND PLUMB WALLS & COLUMNS TO BEAR ON SILLS. RESET SHIFTED STRUCTURAL ELEMENTS (SUCH AS THE ROOF BEAM ON THE COLUMN AT GRID G3). WHERE BASE OF VERTICAL WOOD ELEMENTS ARE TOO DETERIORATED TO BEAR ON NEW SILL, REMOVE THE DETERIORATED MATERIAL AND ADD CRIBS, SISTERS, OR SHIMS DOWN TO THE SILL. (ASSUME APPROXIMATELY 140 LF OF 10x12 PRESSURE TREATED SILL FOR ESTIMATING PURPOSES).

PLAN NORTH

NORTH

ROOF FRAMING PLAN

3/16" = 1'-0"

0 2' 4' 8' 12'

- ALL NEW LUMBER SHALL BE DATE STAMPED TO DIFFERENTIATE FROM EXISTING WOOD MEMBERS
- CONTRACTOR TO VERIFY ALL DIMENSIONS PRIOR TO CONSTRUCTION
- CONTRACTOR TO STACK ALL SALVAGEABLE MATERIALS (AS DETERMINED BY OWNER) IN DESIGNATED AREA ON THE SITE

FRAMING
INTERMEDIATE FRAMING
SILL

No.	Description	Date
1	AMENDMENT 2	09/27/21

Project Number	19-009
Date	JUNE 1, 2020
Drawn By	CBB
Checked By	IRG
Scale	3/16" = 1'-0"

ROOF FRAMING PLAN

S103

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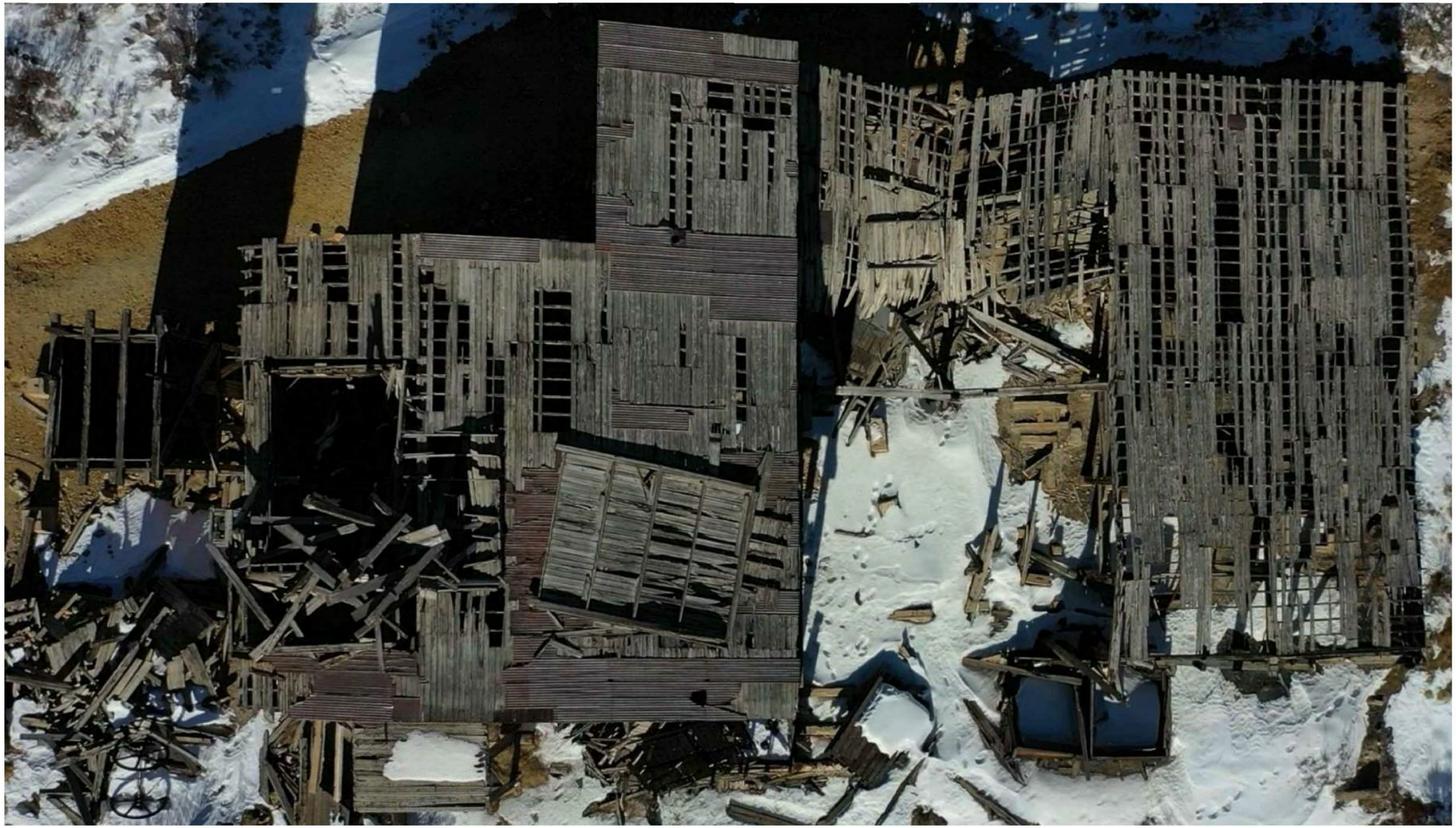

PLAN NORTH

NORTH

1 / S104 ROOF PLAN PHOTO
NO SCALE

- FOR REFERENCE ONLY

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NORTH LONDON MILL STABILIZATION

6632 COUNTY ROAD 12
ALMA, COLORADO 80420

No.	Description	Date

Project Number	19-009
Date	JUNE 1, 2020
Drawn By	CBB
Checked By	IRG
Scale	12" = 1'-0"

ROOF AERIAL PHOTO

S104

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2 S201 SOUTH ELEVATION
NO SCALE
• FOR REFERENCE ONLY

3 S201 WEST ELEVATION
NO SCALE
• FOR REFERENCE ONLY

1 S201 NORTH ELEVATION
NO SCALE
• FOR REFERENCE ONLY

4 S201 EAST ELEVATION
NO SCALE
• FOR REFERENCE ONLY

NORTH LONDON MILL STABILIZATION

6632 COUNTY ROAD 12
ALMA, COLORADO 80420

No.	Description	Date

Project Number	19-009
Date	JUNE 1, 2020
Drawn By	CBB
Checked By	IRG
Scale	12" = 1'-0"

ELEVATION PHOTOS

S201

(2) 3/4"Ø BOLTS. WHERE BEARING ON STONE WALL, EPOXY ANCH INTO TOP OF WALL W/ 8" EMBED

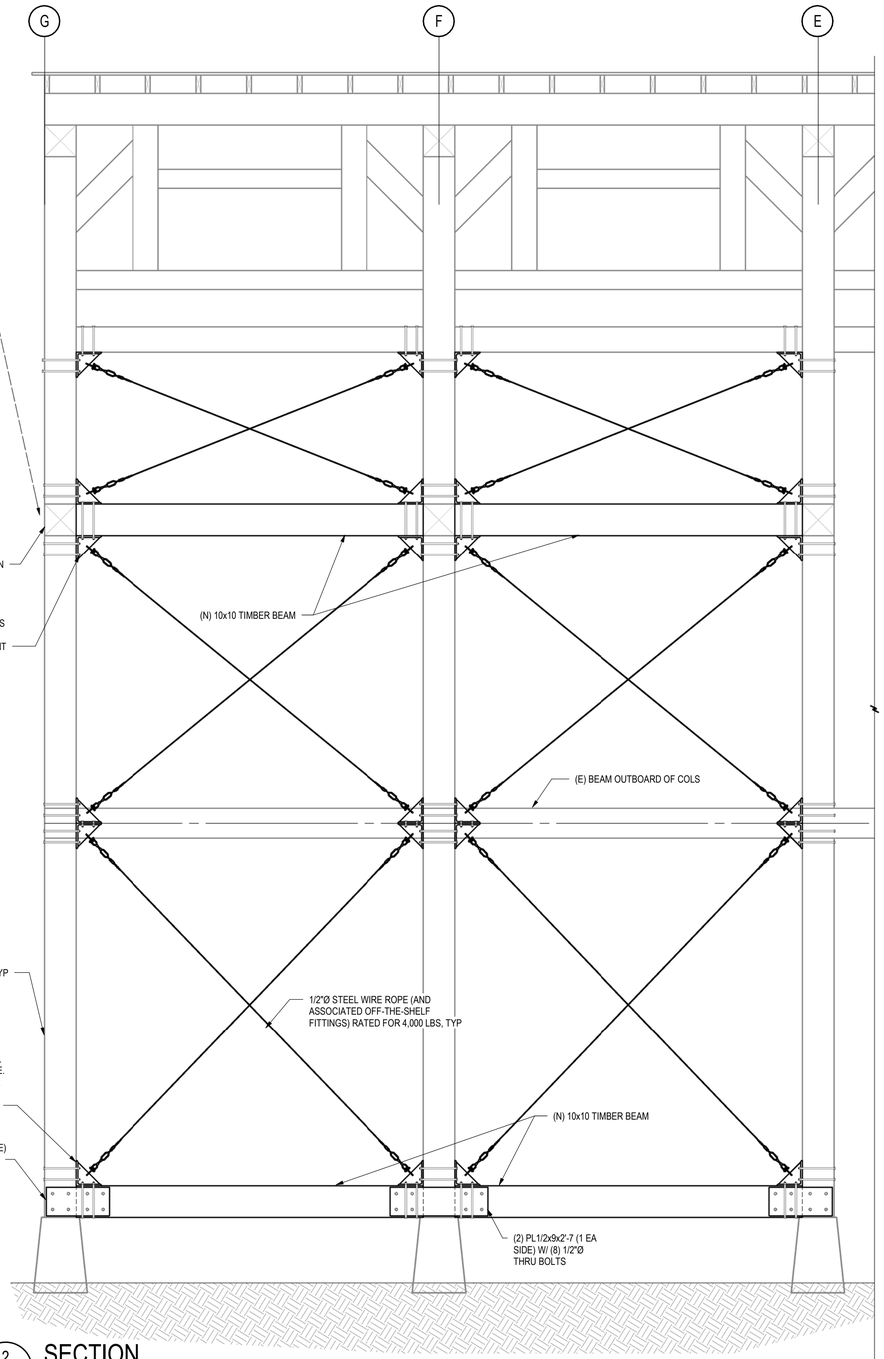
REPLACE DETERIORATING END OF BEAM. CONNECT TO REMAINING SOUND BEAM BEYOND WITH A NOTCHED SCARF JOINT SIMILAR TO JOINERY FOUND ELSEWHERE IN THE MILL PER THE PHOTO ABOVE

REPLACE DETERIORATING END OF BEAM. CONNECT TO REMAINING SOUND BEAM BEYOND WITH A NOTCHED SCARF JOINT SIMILAR TO JOINERY FOUND ELSEWHERE IN THE MILL PER THE PHOTO ABOVE

1 / S510 **SECTION**

NO SCALE

- TEMPORARILY REMOVE SIDING TO COMPLETE WORK. REINSTALL ONCE BEAM INSTALLED



2 / S510 **SECTION**

1/2" = 1'-0"

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CONSULTING ENGINEERS

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NORTH LONDON MILL STABILIZATION

6632 COUNTY ROAD 12
ALMA, COLORADO 80420

No.	Description	Date
1	AMENDMENT 2	09/27/21

Project Number	19-009
Date	JUNE 1, 2020
Drawn By	CBB
Checked By	IRG
Scale	As indicated

SECTIONS & DETAILS

S510

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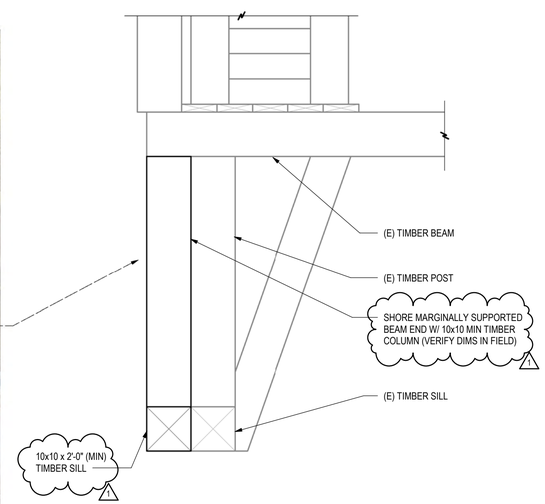
2 / S511 CENTER WING GRID A FRAMING
NO SCALE

3 / S511 CENTER WING GRID D FRAMING
NO SCALE



1 / S511 SECTION
1/2" = 1'-0"
0 6" 1' 2' 4'

NORTH LONDON MILL STABILIZATION

6632 COUNTY ROAD 12
ALMA, COLORADO 80420

No.	Description	Date
1	AMENDMENT 2	09/27/21

Project Number	19-009
Date	JUNE 1, 2020
Drawn By	CBB
Checked By	IRG
Scale	As indicated

SECTIONS & DETAILS

S511

STATE OF COLORADO
DIVISION OF PURCHASING
303 WEST COLFAX AVENUE
SUITE 600
DENVER, COLORADO 80204

INVITATION AND BID

DATE July 10, 1992

BID NO. RN-MINES- 299

Please direct inquiries concerning this bid to:
Robert Nondorf (303) 866-6100

Direct technical inquiries to:
Jim Herron (303) 866-3567

Bids properly marked as to Bid no., Date and Hour of Opening, subject to the conditions herein stipulated and in accordance with applicable specifications, will be accepted in the office of the DIVISION OF PURCHASING, Suite 600, 303 W. Colfax Avenue, Denver, Colorado 80204, prior to the following date and time.

Project: North London Mill Tailings

Bid Opening: DATE August 12, 1992 TIME 2:00 P.M.
ALL BIDS SHALL BE QUOTED F.O.B. DESTINATION UNLESS OTHERWISE SPECIFIED

Pre-Bid Meeting: A mandatory PRE-BID MEETING will be held on July 29, 1992 at 10:00 A.M. ~~P.M.~~
See Attached Bid Documents for location.

ITEM NO.	COMPLETE DESCRIPTION OF ITEMS OR SERVICES	QTY.	UNIT	UNIT PRICE	AMOUNT
	Furnish all labor, equipment, and material for the above mentioned project, as per all applicable bid documents and the following bid schedule:				
	North London Mill Tailings Non-Point Source Project				
	GRAND TOTAL (total from Bid Specs)	1	Job	N/A	$

The successful bidder will be responsible for all fees, permits, insurance requirements, Pre-Bid Meeting attendance, and compliance with the General Conditions and bid documents.

Social Security or Federal Employer I.D. Number _____

TERMS _____
(TERMS OF LESS THAN 30 CALENDAR DAYS WILL NOT BE CONSIDERED)
SEE ATTACHED "TERMS AND CONDITIONS"

BID MUST BE SIGNED IN INK

TYPED OR PRINTED SIGNATURE

VENDOR _____

Handwritten Signature By Authorized Officer of Firm or Agent

ADDRESS _____ TITLE _____ DATE _____

_____ Zip: _____ Phone #: _____

The above bid is subject to attached "Terms and Conditions"

RETURN THIS COPY

INVITATION FOR BID INSTRUCTIONS

1. LATE BIDS WILL NOT BE ACCEPTED OR CONSIDERED. It is the responsibility of the bidder to insure that the bid arrives in the Division of Purchasing prior to the time indicated in the "Invitation for Bid". Telephone quotes will not be accepted when competitive sealed bids are solicited.

2. Each bidder shall furnish the information required; the unit price for each item bid must be shown, a total for each item bid must be entered; in case of error in extension, unit price prevails.

3. Specifications are provided to identify the product required and to establish an acceptable quality level. Bids on products of equal quality and usability will normally be considered unless otherwise stated. Brochures and/or specifications must be submitted where applicable. Samples of item or items, when required, must be furnished free of expense to the State, and if not destroyed by tests, may upon request made at the time the sample is furnished, be returned at the bidder's expense. Failure to furnish brochures, specifications, and/or samples as requested may be sufficient cause for rejection of bids.

4. In order to be considered for further bids it is necessary that all bids be returned. In the event of "No Bid" please sign the bid indicating "No Bid" and return.

5. The original of the "Invitation for Bid" should be returned in the envelope provided; the return bid envelope should be sealed and properly marked in the spaces provided.

6. Materials and/or services are to be supplied as specified. The State will be the sole judge in determining "equals" in regard to quality, price and performance.

7. The State of Colorado reserves the right to reject any or all bids and to waive informalities and minor irregularities in bids received and to accept any portion of the bid or all items if deemed in the best interest of the State of Colorado. The bid inquiry implies no obligation on the part of the State nor does the State's silence imply any acceptance or rejection of any quotation offer.

8. Bidders are expected to examine the drawings, specifications, schedule of delivery, and all instructions. Failure to do so will be at the bidder's risk.

9. No bid shall be withdrawn for a period of sixty (60) days subsequent to the opening of the bids without the consent of the State Purchasing Director or delegated representative.

10. Notwithstanding the fact that a blank is provided for a cash discount, discounts offered for payment within less than thirty (30) calendar days will not be considered in evaluating offers for award. Discounts of less than thirty (30) days will be taken if payment is made within the discount period, even though not considered in evaluation of the bid. The term "Prox." is not considered to meet the requirements of 30 day criteria as noted above.

11. The Contract/Purchase Order will be awarded to that responsive and responsible bidder whose bid will be most advantageous to the State of Colorado, price, specifications, and other factors considered.

12. This Invitation for Bid does not obligate the State to pay any costs incurred in the preparation or the submission of such bids, or to purchase or contract for materials or services.

13. You must submit documents, exhibits or other evidence within 7 working days if you wish to protest any portion of this Invitation for Bid.

PURCHASE ORDER TERMS & CONDITIONS

1. OFFER/ACCEPTANCE: If the Purchase Order refers to your bid then the Purchase Order is an ACCEPTANCE of your OFFER TO SELL, as stated in your bid. If no bid is referenced, the Purchase Order is an OFFER TO BUY, subject to your acceptance; which can be demonstrated by your performance of the Order or by a formal acknowledgement. Any COUNTER-OFFER TO SELL is automatically construed as CANCELLATION of the Purchase Order unless a Change Order is issued accepting a counter offer.

2. CHANGES: Nothing in the Purchase Order may be added to, modified, superceded or otherwise altered except in writing signed by an authorized representative of the Division of Purchasing and acknowledged by the vendor. Each shipment received or service performed shall be deemed to be only upon the terms contained in the Purchase Order notwithstanding any terms that may be contained in any invoice or other act of vendor other than acknowledgement of a written Change Order to the Purchase Order.

3. DELIVERY: In its acceptance of any quotation offer, the State of Colorado is relying on the promised delivery date, installation, or service performance as material and basic to its acceptance. In the event of seller's failure to deliver as and when promised, the State of Colorado reserves the right to cancel it's order, or any part thereof, and seller agrees that the State of Colorado may return all or part of any shipment so made, and may charge seller with any loss or expense sustained as a result of such failure to deliver as promised.

4. NEW GOODS: All equipment delivered against this Purchase Order shall be newly manufactured and of the manufacturer's current model unless otherwise specified.

5. QUALITY: The State will be the sole judge in determining "equals" in regard to quality, price and performance.

6. INSPECTION: Receipt of goods or services in response to this order can result in authorized payment on the part of the Agency or Institution. However it is understood that final acceptance is dependent upon completion of all applicable required inspection procedures. Should the goods or services fail to meet all inspection requirements the State will exercise all of is rights including those provided in the Uniform Commercial Code.

7. WARRANTIES: All provisions and remedies of the Uniform Commercial Code relating to both implied and expressed warranties are herewith referred to and made a part of these Terms and Conditions.

8. TERMINATION: In the event of Vendor's FAILURE to deliver as and when specifically promised, the State of Colorado reserves the right to cancel the Purchase Order, or any part thereof, without prejudice to its other rights, and VENDOR AGREES that the Agency may return all or part of any shipment so made and may charge vendor any loss or expense sustained as a result of such failure to deliver as promised.

Settlement of the Purchase Order terminated for Convenience of the State of Colorado not involving delay or late delivery may be affected by negotiated agreement. Every effort will be made to reach a fair and prompt settlement with the vendor.

9. CASH DISCOUNT: The Cash Discount Period will start from date of receipt of acceptable invoice or from date of receipt of acceptable merchandise at destination, whichever is the later.

10. TAXES: The State of Colorado as purchaser, is exempt from all Federal taxes under Chapter 32 of the Internal Revenue Code (Registration No. 84-730123K) and from all State and Local Government Use Taxes (Ref. Colorado Revised Status Chapter 39-26.114(a).) (Our Colorado State and Local Sales Tax Exemption Number is 98-02565.) Seller is hereby notified that when materials are purchased in certain political sub-divisions (for example - City of Denver) the seller may be required to pay sales tax even though the ultimate product or service is provided to the State of Colorado. This sales tax will not be reimbursed by the State.

11. PRICES: The seller agrees, if this bid is accepted by the State within the time specified, to furnish the goods and/or services in strict accordance with the specifications, and at the price set forth each item. In case of error in extension, the unit price will prevail. If the price is omitted on the Purchase Order, seller's price will be the lowest prevailing market price.

12. PROMPT PAYMENT: It is the State of Colorado Policy to promptly pay vendors for goods or services provided the State. State law and regulations provide that vendors will be paid within forty five days after receipt of goods or services and a correct notice of amount due. Unless agreed to by contract or special conditions of the Purchase Order. A State liability not paid within forty five days is considered delinquent and interest on the unpaid balance shall be paid beginning with the forty sixth day at the rate of one percent per month on the unpaid balance until paid in full. A liability shall not arise if a good faith dispute exists as to the agency's obligation to pay all or a portion of the liability.

Vendors shall invoice the State separately for interest on delinquent amounts due. The billing shall reference the delinquent payment, the number of days interest to be paid and the applicable interest rate. (Ref. Sec 24-30-202(24), CRS)

13. ASSIGNMENT: Except for Assignment of Antitrust Claims, neither party to the Contract may assign any portion of the agreement without the prior written consent of the other party.

Vendor and Purchaser, State of Colorado, recognize that in actual economic practice antitrust violations ultimately impact on the purchaser. Therefore, for good cause and as consideration for executing this contract, Vendor hereby assigns to the State of Colorado any and all claims it may now have or hereafter acquire under federal or state antitrust laws relating to the particular goods or services purchased or acquired by the State of Colorado pursuant to this purchase order contract.

14. EQUAL OPPORTUNITY: The vendor agrees to comply with the letter and spirit of the Colorado Antidiscrimination Act of 1957, as amended, and the applicable law respecting discrimination and unfair labor practices. (Reference 24-34-301, CRS, as amended and the Governor's Executive Order of April 16, 1975 relating to equal opportunity and affirmative action and Section 202 of the Federal Executive Order No. 11246 issued by the President of the United States as amended by Executive Order No. 11375 as applicable, which are incorporated herein by reference.)

The vendor agrees to comply both specifically and with the intent of Sections 503 and 504 of the Rehabilitation Act as amended. (The Act deals with nondiscrimination in hiring and personnel practices related to the handicapped and with making facilities accessible to the disabled.)

15. O.S.H.A.: All chemicals, equipment and materials proposed and/or used in the performance of the Purchase Order must conform to the standards required by OSHA.

16. INDEMNIFICATION: In the event any article sold or delivered under the purchase order is covered by any patent, copyright, trademark, or application therefor, the seller will indemnify and hold harmless the State of Colorado from any and all loss, cost, expenses and legal fees on account of any claims, legal actions, or judgements on account of manufacture, sale or use of such, article in violation, infringement or the like or rights under such patent, copyright, trademark or application.

17. VENUE: The laws of the State of Colorado, U.S.A. shall govern in connection with the formation, performance and the legal enforcement of this purchase order. Further, Title 24, CRS as amended, Article 101 through 112 and Rules adopted to implement the statutes govern this procurement.

BID SCHEDULE

North London Mill Tailings Project

RN-MINES-299

	Item	Quantity	Unit Price	Bid Price
1.	Mobilization/Demobilization	1 Job	N.A.	$_____
2.	Excavate disposal trench and consolidate tailings	1 Job	N.A.	$_____
3.	Regrade tailings dam	1 Job	N.A.	$_____
4.	Construct sediment pond	1 Job	N.A.	$_____
5.	Topdress lower areas	1 Job	N.A.	$_____
6.	Rehabilitate stream channel	1 Job	N.A.	$_____
7.	Topdress upper area	1 Job	N.A.	$_____
8.	Provide and transport fertilizer to site	1 Ton	$_____	$_____
9.	Provide and transport mulch to site	20 Tons	$_____	$_____
10.	Furnish crushed rock, if required	15 C.Y.	$_____	$_____
11.	Apply crushed rock, if required	1 Job	N.A.	$_____
12.	Tractor with operator, crawler type, equipped with hydraulically operated bulldozer, 140 FHP minimum Furnishing _____ FHP	80 Hrs.	$_____	$_____
13.	Loader with operator, track type, equipped with 1 cubic yard bucket (minimum rated capacity), 65 FHP min. Furnishing _____ FHP	20 Hrs.	$_____	$_____
14.	Backhoe with operator, rubber tired, equipped with 1/2 cubic yard bucket (minimum rated capacity), 65 FHP min. Furnishing _____ FHP	40 hrs.	$_____	$_____

GRAND TOTAL $_____
(Enter this total on the Invitation and Bid sheet)

THIS BID SCHEDULE MUST BE RETURNED WITH YOUR BID

LIST OF EQUIPMENT OFFERED

Under the headings shown below, list all equipment which you offer to perform the work described in the Invitation for Bids.

Item	Make	Model No.	Serial No.	Year Manufactured

RETURN THIS COPY WITH YOUR BID

7614F

State of Colorado

Bid Bond

PROJECT NO. _____

PROJECT:

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS,

hereinafter called the "PRINCIPAL", is submiting a PROPOSAL for the above described project, to the STATE OF COLORADO, hereinafter called the "OBLIGEE".

WHEREAS, the Advertisement for Bids has required as a condition of receiving the Proposals that the Principal submit with the PROPOSAL a PROPOSAL GUARANTY in an amount not less than five per cent (5%) of the Proposal, which sum it is specifically agreed is to be forfeited as Liquidated Damages in the event that the Principal defaults in his obligations as hereinafter specified, and, in pursuance of which Requirement, this Bid Bond is made, executed and delivered.

NOW, THEREFORE, the Principal and

a corporation of the State of _____, duly authorized to transact business in Colorado, as Surety, are held and firmly bound unto the Obligee, in the sum of five per cent (5%) of the Principal's total bid price, lawful money of the United States for the payment of which sum, well and truly to be made to the Obligee, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

FURTHER THAT, a condition of this obligation is such that the Principal shall maintain his Proposal in full force and effect for thirty (30) days after the opening of the proposals for the project, or, if the Principal's Proposal is accepted, the Principal shall, within the prescribed time, execute the required Agreement, furnish the required Performance Bond, Labor and Material Payment Bond, Insurance Policy, and Certificates of Insurance, then this obligation shall be null and void, otherwise it shall remain in full force and effect, and subject to forfeiture upon demand as Liquidated Damages.

IN WITNESS WHEREOF said Principal and Surety have executed this Bond, this _____ day of _____, A.D., 19____.

(Corporate Seal)

THE PRINCIPAL

_____

_____
Address

ATTEST:

_____
Secretary

By _____

SIGNATURES: If the "Principal" is doing business as a Corporation, the Bid Bond shall be signed by an officer, i.e., President or Vice-President. The signature of the officer signing shall be attested to by the Secretary and properly sealed.

If the "Principal" is an individual or a partnership, the Bid Bond shall so indicate and be properly signed.

(Corporate Seal)

THE SURETY

_____

By _____
Attorney-in-Fact

THIS BOND MUST BE ACCOMPANIED BY POWER OF ATTORNEY, EFFECTIVELY DATED

State Form SC-6.14
Issued 9/1/65 (Rev. 7/1/70)

SPECIAL CONDITIONS

North London Mill Tailings Project

RN-MINES-299

PROJECT LOCATION

The project is located approximately 7 miles northwest of Fairplay in the Mosquito Creek valley. The site location is shown in Figure 1.

WORK SUMMARY

The project work will include excavation of a tailings burial area, burial of tailings, restoration of a tailings dam and construction of a sediment pond at the North London Mill Tailings site. A map of the area and the proposed reclamation is shown in Figure 2.

PRE-BID MEETING AND SITE SHOWING

A mandatory pre-bid meeting and site showing will be held at the junction of State Highway 9 and Park County Road 12 on July 29, 1992 (see Figure 1), at 10:00 a.m.

The Pre-Bid Meeting is for the purpose of showing prospective bidders the work site and vicinity. Bidders are advised to be prompt. Failure to attend the entire meeting will be cause for rejection of a bid.

Bidders are cautioned that, notwithstanding any remarks or clarifications given at this meeting and site showing, all terms and conditions of the contract documents remain unchanged unless they are changed by written amendment issued by the OWNER. If the answers to questions, or any amendment to the contract documents create ambiguities, it is the responsibility of the bidder to seek clarification prior to submitting a bid.

BID OPENING DATE

The bid opening date for this project is August 12, 1992 at 2:00 p.m. Please see Number 2 of the "General Conditions". A written tabulation of the Bid results will be available to those bidders who submit a self-addressed stamped envelope with their bid. Telephone requests cannot be honored because of time constraints.

PROJECT START

The project is scheduled with a startup date of September 1, 1992. If your company cannot schedule construction during this period, please do not bid on this project. A Notice of Award will be sent to the apparent low bidder within four (4) days of the bid opening. The Mined Land Reclamation Division must receive the required insurance, bonds and project schedule within fourteen (14) days after the bid opening. At the expiration of the fourteen days, CMLRD may elect to award the contract to the next lowest bidder. Bidders are advised to keep close contact with CMLRD during this period.

PROJECT SCHEDULE AND PRE-CONSTRUCTION REQUIREMENTS

The project is scheduled for construction between September 1, 1992 and October 6, 1992. A schedule of work items to be completed within this time period must be submitted to the PROJECT MANAGER for approval prior to the start of construction. The project schedule shall show the time lines of major activities and bid items, and shall demonstrate the CONTRACTORS ability to complete the project within the allotted time.

TIME OF COMPLETION

This project must be complete by October 5, 1992 because a volunteer project is scheduled for October 6, 1992 at the project site and construction work must be completed prior to the volunteer project. It is estimated that construction will take 30 calendar days.

LIQUIDATED DAMAGES

The liquidated damages for this project will be $300.00 per day. Please see "General Conditions", Numbers 9 and 10.

BID BOND

A bid bond is required for this job. Please see the "General Conditions" Number 4.

PERFORMANCE BOND AND LABOR AND MATERIALS PAYMENT BOND

A performance bond and a labor and materials payment bond are required for this job. Please see the "General Conditions" Number 6.

THREE-WAY AGREEMENT AND INSURANCE

A three way "Agreement for Reclamation Activities" is not required for this job. Please see Number 5 of the "General Conditions" for the applicable insurance requirements.

LIST OF EQUIPMENT OFFERED

The List of Equipment Offered form must be returned with each bid. All equipment to be used on the project must be listed. The CONTRACTOR must own, have a current lease for the equipment intended to be used to perform the work, or must furnish a statement of arrangements to rent, or otherwise procure, adequate equipment to perform the work. Inclusion of a piece of equipment on the List of Equipment Offered represents a commitment to devote that piece of equipment to the project work for the entire duration of the project. If several contractors propose to join together to perform the work under this purchase order contract, equipment owned or controlled by each should be listed and the owner identified. A purchase order contract will not be awarded to a bidder who in the opinion of the OWNER (a) does not have adequate equipment, or (b) does not have firm and satisfactory arrangements to obtain adequate equipment to perform the work described in the Invitation and Bid.

PROJECT FUNDING

This project is funded by Federal grant money made available to the State of Colorado through the Clean Water Act. Additional funding has been supplied by private parties through in-kind contributions.

PROJECT WORK DESCRIPTION

The project work will include excavation of a tailings burial area, burial of tailings, restoration of a tailings dam and construction of a sediment pond at the North London Mill Tailings site. A map of the area and the proposed reclamation is shown in Figure 2. Note that a culvert will be installed across Mosquito Creek by Park County prior to the start of work on this contract.

BID ITEM 1: MOBILIZATION AND DEMOBILIZATION

DESCRIPTION

This specification covers the CONTRACTOR'S operations for:

a. Payment of premiums for bonds and insurance acquired specifically for the construction of this project, including premiums for performance and payment bonds;

b. Movement of personnel, equipment, operation supplies, and incidentals to the project site, but not within the work limit area;

c. Establishment of office, buildings, plants, and other necessary facilities at the project site, but not within the work limit area;

d. Preparatory work at the construction site;

e. Demobilization of CONTRACTOR'S equipment and all other facilities, final project clean-up, and for all other work for which payment is not otherwise provided under the contract.

The temporary works and construction plant may include, but not be limited to the following:

a. Workshops, offices, storage yards, and construction plant and equipment including spare parts, fuels, and oil;

b. Sanitation facilities, communication facilities, and sprinkler trucks;

c. Contractor's electrical power system;

d. Other items such as water, compressed air, etc., not specifically listed but required for the functioning of construction activities.

EXECUTION

Mobilization

Upon receipt of the Notice to Proceed, the CONTRACTOR shall furnish, mobilize, move in, and install such temporary works, equipment and construction plant as are necessary for the successful completion of the work. The CONTRACTOR shall also operate and maintain such temporary works, equipment and construction plant throughout the period of construction. All applicable temporary works, such as sanitation facilities shall fully comply with any rules and regulations.

Clearing and grubbing operations necessary for the temporary works, if any, shall also be included as mobilization.

Demobilization

Upon completion of the work under this Contract, the CONTRACTOR shall remove all temporary works, equipment and construction plant. The CONTRACTOR shall remove from the work site all rubbish, unused materials, and shall fill and dress all holes and cavities made for convenience, and leave all areas in good order and condition, subject to the approval of the PROJECT MANAGER.

MEASUREMENT AND PAYMENT

All costs related to mobilization and demobilization shall be included under Bid Item Number 1. No measurement for payment shall be made for mobilization and demobilization. Payment of two-thirds of the lump sum price bid will be made with the first monthly progress payment after completion of the work described above for mobilization. Payment of one-third of the lump sum price bid will be made with the final progress payment for the work if demobilization has been completed. If the price bid for mobilization and demobilization is greater than 15 percent (15%) of the total contract price, invoices supporting the mobilization costs will be required before payment is approved.

BID ITEM 2: EXCAVATE DISPOSAL TRENCH AND CONSOLIDATE TAILINGS

This bid item includes excavating the disposal trench for consolidating all the tailings except the wind blown tailings and the dam embankment, stockpiling the materials excavated from the trench, and consolidating the tailings from three areas. It is estimated that 5,000 cubic yards of tailings will be moved.

The first step is to excavate the glacial/alluvial material in the ridge to the northeast of the tailings pile to an average depth of eight feet (8') and stockpile the material to the north of the tailings for later use as topdressing. Some wind blown tailings are present on top of the ridge. These tailings may be mixed with the excavated material. If ground water is encountered, excavation of the trench must cease, and the PROJECT MANAGER must be notified. The resulting trench will be approximately 100 feet wide and 130 feet long. The trench will expose tailings and topsoil at the west edge. The limits of the trench and the stockpile area will be staked in the field by the PROJECT MANAGER.

The second step is to remove the tailings immediately west of the trench and place them in the excavated trench. The tailings must be removed and placed in the trench until the soil/tailings contact is level with the bottom of the trench excavated in the first step.

The third step is to remove the soil material exposed by the tailings removal in step two and place it in the stockpile. The soil must be removed to be level with the bottom of the trench excavation in the first step.

The fourth step is to consolidate all the tailings in the disposal trench. Approximately 200 cubic yards of tailings are located along the banks of Mosquito Creek northeast of the mill building. The remaining 4800 cubic yards of tailings are located west and southwest of the disposal trench. The PROJECT MANAGER will stake the limits of tailings removal in the field.

These tailings should be moved immediately after the completion of the third step above. These tailings should be removed to expose the soil below the tailings. In general, the material to be removed consists of somewhat acidic, fine-grained mill waste that may or may not be saturated. These tailings are a maximum of 16 feet deep.

MEASUREMENT AND PAYMENT

There will be no measurement for payment for this bid item. Payment will be made on the basis of the lump sum bid price for Bid Item Number 2. Such payment will constitute full compensation for all labor, materials, equipment, and all other items necessary and incidental to completing the job as described.

BID ITEM 3: REGRADE TAILINGS DAM

The current tailings dam is approximately 400 feet long. The slopes of the tailings dam should be regraded to 3h:1v (Step 5). The width of the tailings dam at the top shall range from 8 to 12 feet.

MEASUREMENT AND PAYMENT

There will be no measurement for payment for restoring the side slopes of the tailings dam. Payment will be made on the basis of the lump sum bid price for Bid Item Number 3. Such payment will constitute full compensation for all labor, materials, equipment, and all other items necessary and incidental to completing the job as described.

BID ITEM 4: CONSTRUCT SEDIMENT POND AND SPILLWAY

To control sedimentation from the reclaimed site, a sediment pond should be excavated just upstream of where the stream passes through the tailings dam (Step 6). The sediment pond will be 40 feet wide, 60 feet long, and 10 feet deep.

A spillway will be constructed from the sediment pond through the wind-blown tailings. The spillway will be about 150 feet long and 2 feet wide at the base and one foot deep. The side slopes of the spillway should be at 2h:1v. The grade of the spillway should not exceed 5%. The spillway will be lined with a layer of rock (approximately 4 inches) to prevent erosion of the tailings. Details of the rock lining are included in Bid Items Number 14 and 15.

MEASUREMENT AND PAYMENT

There will be no measurement for payment for construction of the sediment pond and spillway. Payment will be made on the basis of the lump sum bid price for Bid Item Number 4. Such payment will constitute full compensation for all labor, materials, equipment, and all other items necessary and incidental to completing the job as described.

BID ITEM 5: TOPDRESS LOWER AREAS

The soil generated during excavation of the sediment pond should be used to topdress the tailings dam, the spillway and areas near the sediment pond where tailings are exposed (Step 7). The goal is to cover all exposed tailings to minimize erosion.

MEASUREMENT AND PAYMENT

There will be no measurement for payment for topdressing the lower areas. Payment will be made on the basis of the lump sum bid price for Bid Item Number 5. Such payment will constitute full compensation for all labor, materials, equipment, and all other items necessary and incidental to completing the job as described.

BID ITEM 6: REHABILITATE STREAM CHANNEL

The intermittent stream channel that presently flows through the tailings pile will be improved to keep upland surface runoff from eroding the pile (Step 10). The result of rehabilitation should be a grass-lined swale. The base of the channel must be in natural soil, so that additional erosion of the tailings does not occur. Excavation will be necessary to construct the swale.

MEASUREMENT AND PAYMENT

There will be no measurement for payment for rehabilitating the intermittent stream channel. Payment will be made on the basis of the lump sum bid price for Bid Item Number 6. Such payment will constitute full compensation for all labor, materials, equipment, and all other items necessary and incidental to completing the job as described.

BID ITEM 7: TOPDRESS UPPER AREA

The consolidated tailings will be topdressed with the glacial/alluvial material stockpiled at the north end of the site (Step 9). Cover material should be applied to the regraded tailings and channel swale uniformly with no potential ponding areas. A map of the final contours of the area will be distributed to all prospective bidders at the pre-bid meeting.

MEASUREMENT AND PAYMENT

There will be no measurement for payment for topdressing the upper area. Payment will be made on the basis of the lump sum bid price for Bid Item Number 7. Such payment will constitute full compensation for all labor, materials, equipment, and all other items necessary and incidental to completing the job as described.

BID ITEM 8: PROVIDE AND TRANSPORT FERTILIZER TO SITE

One ton of commercial grade diammonium phosphate (18-46-0) should be purchased and transported to the site. The fertilizer may be furnished in either bags or in bulk. If the fertilizer is furnished in bulk, the bulk container must be left on-site until after October 10, 1992. It is the responsibility of the CONTRACTOR to remove the container from the site by October 17, 1992.

The fertilizer provided should be free flowing, suitable for application with hydraulic or pneumatic type equipment or fertilizer spreaders and conforming to applicable Colorado State Fertilizer laws. Caked or lumpy fertilizer will not be accepted. The CONTRACTOR shall furnish a supplier's certificate of analysis and weight. All fertilizer shall be in a form readily available to plants.

Upon arriving at the site, the fertilizer should be stacked in a location specified by the PROJECT MANAGER. The CONTRACTOR will provide a means of keeping the fertilizer bags off the ground and covering the fertilizer so it does not get wet.

MEASUREMENT AND PAYMENT

The quantity of fertilizer will be measured after delivery to the work site. Payment will be made on the basis of the unit price bid per pound of the fertilizer furnished to the site. No separate payment will be made for delivery of the fertilizer to the work site, or for storing the fertilizer properly to avoid deterioration until used. Such payment will constitute full compensation for all labor, materials, equipment, and all other items necessary and incidental to completing the job as described.

BID ITEM 9: PROVIDE AND TRANSPORT MULCH TO SITE

Twenty tons of mulch will be provided and transported to the site. Mulch shall consist of hay or straw mulch, pest-free or weed-free to the extent possible. Approximately 30 percent by weight of the mulch material shall be ten inches (10") in length or longer. Rotted, caked, decayed or moldy material will not be accepted.

Upon arriving at the site, the mulch should be stored in a location specified by the PROJECT MANAGER. The CONTRACTOR will provide a means of keeping the mulch off the ground and covering the mulch so it does not get wet.

MEASUREMENT AND PAYMENT

The CONTRACTOR shall furnish weight slips certifying as to weight of the shipment to the PROJECT MANAGER at the site upon delivery. Payment will be made on the basis of the unit price bid per ton of hay or straw furnished to the site. No separate payment will be made for delivery of the mulch to the work site, or for storing the mulch properly to avoid deterioration until used. Such payment will constitute full compensation for all labor, materials, equipment, and all other items necessary and incidental to completing the job as described.

PLEASE NOTE: Steps 8 and 11, shown on Figure 2 will be undertaken by other groups as part of the in-kind match for this project.

ADDITIONAL BID ITEMS

Several additional bid items are included in this project. These bid items are not guaranteed, and will be used only in the event that conditions change and only after approved by the PROJECT MANAGER. The additional bid items for this project include:

BID ITEM 10: Furnish crushed rock (4 inches or greater in diameter) to line the spillway. It is estimated that 15 cubic yards of 4-inch rock will be required.

BID ITEM 11: Apply crushed rock to bottom and side slopes of spillway. A single layer of rock is required. This will control erosion until vegetation can get established.

BID ITEM 12: Equipment Rental - Tractor with operator, crawler type, equipped with hydraulically operated bulldozer, 140 FHP minimum, per the following Equipment Rental specifications.

BID ITEM 13: Equipment Rental - Loader with operator, track type, equipped with 1 cubic yard bucket (minimum rated capacity), 65 FHP minimum, per the following Equipment Rental specifications.

BID ITEM 14: Equipment Rental - Backhoe with operator, rubber tired, equipped with 1/2 cubic yard bucket (minimum rated capacity), 65 FHP minimum, per the following Equipment Rental specifications.

EQUIPMENT RENTAL SPECIFICATONS

DESCRIPTION

The CONTRACTOR shall provide for furnishing and operation of all equipment as designated on the Bid and Invitation sheet as needed at the work site for final finish grading operations and other work as directed by the PROJECT MANAGER.

Equipment

All equipment shall be of the type and equipped as specified herein when listed on the Bid and Invitation form. Mounted or attached equipment shall be that customarily manufactured for the respective size of equipment being offered. Sizes of equipment will be determined by maximum flywheel horsepower ratings at sea level and are the minimum size that shall be furnished and operated under this special condition.

Equipment shall be in good operating condition and must be maintained in good operating condition by the CONTRACTOR throughout the life of the purchase order contract. The PROJECT MANAGER shall be the sole judge of whether equipment is, or is not, in "good operating condition" within the meaning of the term used herein.

Bids shall be furnished for the hourly rental of the various sizes and types of equipment as shown on the Invitation and Bid form. Equipment of any size larger than the minimums specified above and listed on the Invitation and Bid form may be furnished, subject to the approval of the PROJECT MANAGER. In order to evaluate and compare bids for various sizes of equipment proposed to be furnished by bidders, the unit price inserted in the bid must be adjusted. Following is an example of how the bidder can perform a computation for the applicable bid item to calculate the unit price to insert in the Invitation and Bid form.

A bidder wishes to furnish a 215 FHP tractor dozer instead of the minimum size of 140 FHP tractor dozer as specified. If the desired unit rate per hour to be received is $70.00 per hour for a 215 FHP bulldozer, the multiply $70.00 x 140/215 = $45.58 per hour. Use $45.58 as a unit price on the Invitation and Bid form and extend the price by multiplying this unit price by the number of hours shown on the bid schedule.

If the bidder plans to furnish a machine other than the minimum FHP listed on the Invitation and Bid form, he or she should write the FHP of the machine to be furnished, in ink, under the bid item in the space provided on the form. **Failure to enter an alternate FHP on the Invitation and Bid form will result in the OWNER assuming the machine to be furnished is the minimum size as specified.**

After a purchase order contract has been awarded and the successful bidder has entered an alternate FHP in the space provided on the Bid and Invitation form, and has furnished satisfactory evidence of the rated FHP of the equipment to be used, the purchase order contract will be modified (by reversing the above procedure) to reflect the unit price desired by the CONTRACTOR, with a corresponding reduction in the quantity of hours required.

The number of hours indicated on the Invitation and Bid form are estimated. It is not possible to determine in advance the actual number of hours that the equipment will be required to be used. There is no guarantee that any equipment hours will be required to be used. In the event that more than 125 percent of the hours (as modified, if necessary) is required, the unit price for hours over 125 percent will be established by negotiation.

Operators

All equipment shall be furnished complete with competent operating personnel. Operators shall be qualified to perform all work in a skillful and workmanlike manner. The OWNER may, by written directive, require the CONTRACTOR to remove from the work any employee the OWNER deems incompetent or careless.

Supervision

The CONTRACTOR shall be responsible for the supervision of all mechanical operations of the equipment including proper maintenance. Equipment maintenance, fueling and repairs shall be done so spillage of lubricants and fuel is minimized.

Performance of Work

Equipment rental hours in conformance with this specification shall be used to accomplish grading operations and other work only as directed by the PROJECT MANAGER.

Equipment Rental Documentation

a. The PROJECT MANAGER will maintain a diary to record day-to-day activities, progress and accomplishments.

b. At the close of each day's work when equipment rental work has been directed to be done by the PROJECT MANAGER, the PROJECT MANAGER shall prepare, in duplicate, a form entitled "Equipment Rental Record" listing the date, times and total hours (computed to the nearest one-half hour), that each piece of equipment was actually operated in accordance with this special condition.

   "Actual operation" is defined as time spent in performing designated work, as well as the time necessary for moving equipment around the site when directed by the PROJECT MANAGER. However, "actual operation" does not include the time spent in initially transporting the equipment to the work site, the time for removing the equipment from the site when all work has been satisfactorily completed, or the time for transporting the equipment away from, or returning it to the work site in the event of a temporary suspension of work due to unsuitable weather or any other cause. It also does not include time used for maintenance of the equipment, any time which the equipment is "bogged down" or is otherwise non-productive, nor for any periods during which operations are suspended by the OWNER for any cause.

c. After completion of the "Equipment Rental Record" form, the PROJECT MANAGER will obtain the concurrence of the CONTRACTOR as to times and total number of hours each piece of equipment was actually operated each day in conformance with this special condition and furnish a copy of each day's "Equipment Rental Record" form to the CONTRACTOR for his records.

MEASUREMENT AND PAYMENT

The number of hours each piece and type of equipment used as directed by the PROJECT MANAGER, and as recorded on the "Equipment Rental Record" forms, will be counted to the nearest one-half hour.

Payment will be made at the unit price per hour established in the purchase order contract, or as modified for alternate size equipment, for each piece and type of equipment. Such payment shall include the cost of all materials, accessories, labor, maintenance and repairs, operating supplies, salaries of operators, and any other expenses incidental to the operation of the equipment in the performance of work in accordance with this special condition. No extra payment will be made for the use of the same equipment while performing work on other bid items. No additional payment will be made for transporting equipment to or away from the work site except as may be proper under Mobilization/Demobilization.

PROJECT OBSERVATION

The PROJECT MANAGER will be at the project site periodically to monitor construction activities and ensure that each work item is completed and constructed to design specifications. The PROJECT MANAGER will be available during regular business hours, (8:00 a.m. to 5:00 p.m.), Monday through Friday. Inspection points will not fall on a weekend or holiday without prior approval of the PROJECT MANAGER. The following items must be observed and approved by the PROJECT MANAGER before proceeding with additional work:

1. Prior to placing tailings in the excavated trench, the trench must be inspected by the OWNER.

2. Prior to topdressing the tailings, the regraded tailings should be inspected by the PROJECT MANAGER.

3. The regraded tailings dam should be inspected by the PROJECT MANAGER prior to topdressing.

4. An overall inspection by the PROJECT MANAGER of the completed reclamation work at the North London Mill Tailings is required prior to final approval of the site.

April 2, 1992

GENERAL CONDITIONS

1. DEFINITIONS

OWNER or **PURCHASER** - the Director of the State of Colorado Mined Land Reclamation Division (MLRD) or designee. The Colorado Mined Land Reclamation Division is located at 1313 Sherman Street, Room 215, Denver, Colorado, 80203, telephone (303) 866-3567.

PROJECT MANAGER - the Director of the State of Colorado Mined Land Reclamation Division or the MLRD employee or representative responsible for day to day observation of project work at the project site.

CONTRACTOR or **SELLER** - the sole proprietorship, partnership, or corporation to which the Purchase Order is addressed.

PURCHASE ORDER CONTRACT DOCUMENTS - An enforceable contract in that it is written evidence of the purchaser's acceptance of the seller's previous and unretracted offer to perform the work subject of the purchase order for the price stated therein. The Purchase Order Contract includes the Invitation and Bid sheet, Bid Schedule if any, Bonds, Insurance Certificates, Invitation for Bid Instructions, Terms and Conditions, General Bid Specifications, Special Conditions, Drawings and any Amendments. These documents are complementary; what is called for by any one document shall be as binding as if called for by all.

In case of a difference between the contract documents, precedence shall be given in the following respective order: Invitation and Bid Sheet, Special Conditions, General Bid Conditions, Invitation for Bid Instructions, Terms and Conditions, and Drawings. Amendments shall take precedence in the area of the bid document which they modify or clarify. In the case of any such difference, the matter shall be promptly brought to the attention of the PROJECT MANAGER who will make a determination in writing.

WORK - The material and/or labor the seller is to furnish to the purchaser by operation of the purchase order.

SUBCONTRACTOR - A sole proprietorship, partnership or corporation which has a contract with the CONTRACTOR for the performance of labor at the site of the work regardless of whether supplying of material is part of such contract, but without contractual relationship to the purchaser.

SUPPLIER - A sole proprietorship, partnership or corporation which over-the-counter or under contract furnishes the CONTRACTOR material or equipment incorporated in the work or otherwise incident to the CONTRACTOR'S performance, but which performs no labor at the work site.

2. SUBMISSION AND AWARD OF BIDS

Sealed bids in single copy for the work described herein will be received until the date and time specified on the Invitation and Bid form at the Colorado Division of Purchasing, 303 West Colfax Avenue, Suite 600, Denver, Colorado 80204, and at that time publicly opened.

Bids shall be submitted on the INVITATION AND BID form furnished. Bids must be manually signed in ink. All bid items must be priced or the bid will be disqualified. In case of error in the extension of price, the unit price shall govern. If a Bid Schedule is included it must also be returned with the bid. The quantities listed on which unit prices are requested are estimates only. The prices indicated on the Bid Schedule and included in the Contract Documents shall include the cost of all labor and materials, equipment and services, and all other expenses necessary for the completion of the work. Alternate bids will not be accepted.

This is a sealed bid. Telegraphic or electronic (FAX, Western Union, Telex, etc.) bids will NOT be accepted by the Division of Purchasing in response to this sealed bid.

Award will be made to the responsive and responsible bidder based upon the lowest GRAND TOTAL PRICE, corrected if necessary for errors in price extension and/or addition, on the Bidder's equipment if a List of Equipment Offered is required with the bid, and capability to meet the performance time requirements. The GRAND TOTAL PRICE will be used for comparing bids only.

All bid openings are open to the public and bidders are welcome to attend and record the bid results. A written tabulation of the Bid results will be available to those bidders who submit a clearly-visible, self-addressed, stamped envelope with their bid. Please allow two weeks for receipt of Bid results. Telephone requests cannot be honored because of time constraints.

3. CONDITIONS AFFECTING THE WORK

In addition to examining the drawings and specifications, completion schedule, and other instructions, bidders shall visit the site and take such other steps as may be reasonably necessary to ascertain the nature and location of the work, including average climatic conditions and the general and local conditions which can affect the work or the cost thereof. Failure to do so will not relieve bidders from responsibility for estimating properly the difficulty or cost of successfully performing the work.

4. BID BOND

A bid bond is required for all jobs. A bid guarantee in an amount not less than 5 percent of the total bid price must be submitted in the form of a firm commitment, such as a bid bond, bank money order, certified check or cashier's check. Checks or money orders should be made payable to the Treasurer, State of Colorado. If a bid bond is submitted, the State form shall be used. An irrevocable letter of credit is not acceptable as a bid guarantee. Bid guarantees, other than bid bonds, will be returned (a) to unsuccessful bidders as soon as practicable after the opening of bids, and (b) to the successful bidder upon execution of such further contractual documents and bonds (including any necessary coinsurance or reinsurance agreements) as may be required by the bid as accepted.

Failure to furnish a bid guarantee in the proper form and amount by the time set for opening of bids may be cause for rejection of the bid.

If the successful bidder, upon acceptance of his bid by the OWNER, fails to execute such further contractual documents, and give such bond(s) (including any necessary coinsurance or reinsurance agreements) as may be required within ten (10) days after receipt of the Notice of Award, the contract may be terminated for default. In such event the CONTRACTOR shall be liable for any cost of procuring the work which exceeds the amount of his bid, and the bid guarantee shall be available toward offsetting such difference.

5. INSURANCE AND THREE-WAY AGREEMENTS

The successful bidder will be required to submit certificates showing the following minimum coverages:

1. Standard Worker's Compensation and Employer Liability, as required by State Statute including occupational disease, covering all employees at the work site.

2. General Liability (Public Liability & Property Damage) (Minimum):

   a. Combined single limit of $500,000 written on an occurrence basis;
   b. Any aggregate will not be less than $1 million;
   c. The contractor must purchase additional insurance if claims reduce the annual aggregate below $500,000;
   d. The State of Colorado must be named as additional insured on each comprehensive general liability policy;
   e. Certificates of insurance must be provided to the State within 10 working days after receipt of Award; and,
   f. Insurance shall include provisions providing notification to the State 10 days prior to cancellation of the coverage.

3. Automobile Liability (Minimum). The contractor must carry a minimum of $500,000 combined single limit.

If a three-way "Agreement for Reclamation Activities" is required, the CONTRACTOR shall enter into a three-way agreement between the CONTRACTOR, the State of Colorado and the private landowner (a sample is included in Appendix 1), and maintain for the duration of the work, in addition to that specified above, additional insurance coverages of:

a. Comprehensive General Liability Insurance, which includes operations & premises coverage, products/completed operation coverage, all on an occurrence basis, all with combined single limit of liability of $1,000,000.00;
b. Statutory Worker's Compensation and Occupational Disease Disability Insurance;
c. Employers' Liability Insurance with limits of $500,000.00 each occurrence; and
d. Automobile Insurance with a combined single limit of liability of $1,000,000.00,

and furnish evidence of the insurance coverages as prescribed the three-way agreement.

If a three-way "Agreement for Reclamation Activities" is required, the CONTRACTOR will be required to furnish lien waivers to the private landowner. See Number 5 of the sample three-way "Agreement for Reclamation." The landowner's address will be furnished to the CONTRACTOR with the Notice to Proceed.

The STATE OF COLORADO <u>must</u> be named as an "Additional Insured" on the certificate of insurance. BIDDERS ARE ADVISED TO CONSULT WITH THEIR INSURANCE CARRIER CONCERNING THESE REQUIREMENTS. SUBMIT A BID ONLY IF YOU ARE PREPARED TO COMPLETE THESE REQUIREMENTS.

6. <u>PURCHASE ORDER CONTRACT AND BONDS</u>

The bidder whose bid is accepted will, within ten (10) calendar days after receipt of the notice of award, furnish labor and material payment and performance bonds in the amounts of 100 percent and 100 percent, respectively, of the original amount of the contract, pursuant to State Law, Title 24-105, 202-203, C.R.S. as amended. The bonds shall be submitted using the State forms. A certified or cashiers check or bank money order may be accepted in lieu of the bonds. If a surety other than a bond is used, the State will hold fifty percent (50%) of the surety until the final settlement date and fifty percent (50%) for six (6) months after the final settlement date.

When the insurance certificates and bonds are submitted to the Mined Land Reclamation Division and found to be in order, the CONTRACTOR shall enter into a written Purchase Order contract with the OWNER.

7. PROJECT SCHEDULE

The successful bidder shall, within ten (10) days after receipt of the Notice of Award, and prior to issuance of a Purchase Order, furnish a plan for construction of the work showing (1) the date(s) he expects to move various pieces of equipment onto the work site, and (2) the dates and period(s) he proposes to perform each phase of the project work.

8. NOTICE TO PROCEED

After a Purchase Order has been issued, the OWNER will issue Notice to Proceed. Under no circumstances shall the CONTRACTOR begin work before a Notice to Proceed is issued.

9. WORK PROGRESS

The CONTRACTOR agrees that work will be performed with due diligence in accordance with good engineering and construction practices to the end that the entire contract work shall be completed within the time specified in the Special Conditions after receipt of the Notice to Proceed. It is expressly understood and agreed, by and between the parties hereto, that the stipulated performance time for completion of the work described is a reasonable time for completion of the work, taking into consideration all factors, including average climatic conditions prevailing in the area.

For good and sufficient cause, such as (a) unsuitable weather, (b) faulty workmanship, (c) improper superintendence, (d) the CONTRACTOR'S failure to carry out any reasonable order or to perform any provision of the purchase order and collateral documents, or (e) any other circumstance unfavorable for prosecution of the work, the OWNER shall have the right to suspend the CONTRACTOR'S performance of the work. Notice of such suspension shall be in writing. The CONTRACTOR shall resume performance of the work promptly when so notified in writing. The CONTRACTOR shall not be entitled to any cost or damages resulting from such suspension. There will be added to the time estimated for the project work noted in the Special Conditions the number of days, if any, that the CONTRACTOR is allowed for reasons of unusual, unsuitable weather as stipulated above. No extension of time shall be allowed for reasons as stipulated in (b), (c), and (d) above.

If the CONTRACTOR is responsible for a delay in progress of the work, the CONTRACTOR shall, without additional cost, work overtime and utilize such additional equipment and manpower as may be necessary to complete the contract work by the stipulated date. Failure to comply will be grounds for termination of this Agreement as stipulated below or assessment of liquidated damages as stipulated under the Liquidated Damages clause of these General Conditions.

If the CONTRACTOR should fail to prosecute the work properly and diligently, or default performance of any provision of the purchase order and its collateral documents, the OWNER after seven days written notice to the CONTRACTOR and his surety may, without prejudice to any other remedy the OWNER may have, dismiss the CONTRACTOR and complete the work, and may deduct the cost of so doing from any unpaid balance of the contract price due or to become due the CONTRACTOR. If such cost of completion of the work is in excess of the unpaid balance of the contract price, the CONTRACTOR shall reimburse the OWNER for such excess or the OWNER shall have cause of action at law for the amount of such excess and all costs of prosecution of such action.

10. LIQUIDATED DAMAGES

If the CONTRACTOR shall neglect, fail or refuse to complete the work within the time agreed upon in this purchase order contract or any extension thereof, the CONTRACTOR shall be liable to the OWNER in the amount specified the Special Conditions for this project for each and every calendar day the completion of the work is delayed beyond the time provided in this purchase order contract, as fixed and agreed liquidated damages and not as a penalty. If the OWNER terminates the CONTRACTOR'S right to proceed, the resulting damage will consist of liquidated damages until such reasonable time as may be required for final completion of the work along with any increased costs incurred by the OWNER in completing the work. If the OWNER does not terminate the CONTRACTOR'S right to proceed, the resulting damage will consist of liquidated damages until the work is completed or accepted.

The OWNER shall have the right to deduct from and retain out of monies which may be due or which may become due and payable to the CONTRACTOR, the amount of such liquidated damages; and if the amount so retained by the OWNER is insufficient to pay in full such liquidated damages, the CONTRACTOR shall pay to the OWNER the amount necessary to effect payment in full of such liquidated damages.

11. PLANS AND WORKING DRAWINGS

The drawings if any, included with this specification are complete and adequate for construction. While every effort has been made to have the plans and drawings free of errors and ambiguities, any such points must be brought to OWNER'S attention immediately.

12. JOB PROGRESS REPORTS

The CONTRACTOR will be required to properly complete weekly progress reports, forms for which will be provided by the PROJECT MANAGER. Completed reports must be submitted to the PROJECT MANAGER prior to or at the time of requests for payment. Payment requests will not be processed until progress reports corresponding to the payment period are received.

13. LABOR, MATERIAL AND WAGES

Title 8-17-101, C.R.S., as amended is applicable to this purchase order contract and reads, "Colorado labor shall be employed to perform the work to the extent of not less than eighty percent of each type or class of labor in the several classifications of skilled and common labor employed on such project or public works. The term, "Colorado labor, as used in this article means any person who has been a bona fide resident of the State of Colorado for a period of not less than one year, without discrimination as to race, color, creed or religion."

Title 8-19-101 to 103 C.R.S. as amended is applicable to this purchase order contract and reads. "A resident bidder shall be allowed preference against a nonresident bidder from a state or foreign country equal to the preference given or required by the state or foreign country in which the nonresident bidder is a resident."

The rate of wages to be paid for all laborers and mechanics shall be in accordance with the laws of Colorado. The Davis-Bacon Act does not apply.

The State of Colorado as purchaser, is exempt from all Federal taxes under Chapter 32 of the Internal Revenue Code (Registration No. 84-730123K) and from all State and Local Government Use Taxes (Ref. Colorado Revised Statutes Chapter 39-26.114(a).) (Our Colorado State and Local Sales Tax Exemption Number 98-022381.) The Contractor is hereby notified that when materials are purchased in certain political dub-divisions (for example - City of Denver) the Contractor may be required to pay sales tax even though the ultimate product or service is provided to the State of Colorado. This sales tax will not be reimbursed by the State.

14. PRIME CONTRACTOR

If several CONTRACTORS propose to join together to perform the work, the OWNER will recognize only one bonded prime CONTRACTOR, who will enter into a purchase order contract with the OWNER, and who will subcontract the work to such others as are required to perform the work, unless a "joint venture" arrangement between CONTRACTORS satisfactory to the OWNER has been executed. In this case, the "joint venture" shall be bonded in accordance with these General Conditions and shall designate a Superintendent with whom the OWNER can communicate and who will supervise the work and be fully responsible for the performance thereof.

15. SUBCONTRACTORS

The CONTRACTOR shall not, without prior written approval of the OWNER, enter into any subcontract covering any part of the work covered by this contract. An approved verbal request to subcontract shall be followed in writing with the name of the proposed subcontractor and a description of the work to be subcontracted.

If at any time the OWNER determines that any subcontractor is incompetent or undesirable, he shall notify the CONTRACTOR accordingly and the CONTRACTOR shall take immediate steps for cancellation of the subcontract.

Nothing contained in this purchase order contract shall create any contractual relationship between any subcontractor and the OWNER. Approval by the OWNER to any subcontract or any provisions thereof shall not be construed to be a determination of the acceptability of any subcontract price, or of any amount paid under subcontract or to relieve the CONTRACTOR of any responsibility for performing this purchase order contract.

Subcontracting by subcontractors shall be subject to the above requirements.

16. SUPERINTENDENCE OF THE WORK

The CONTRACTOR shall keep a competent and reliable superintendent on the job at all times that labor is being performed. The superintendent, in the CONTRACTOR'S absence from the site, shall stand in the stead of the CONTRACTOR and any authoritative directions given to the superintendent shall be as binding as if given to the CONTRACTOR.

17. WORK BY OTHERS

The work site is located in a mining area and mining or other construction activities may be occurring at the same time as the work proposed under this contract. It shall be the CONTRACTOR'S responsibility to coordinate his work with those of the landowners, mining companies or other CONTRACTORS on the site.

The CONTRACTOR shall, without charge, permit the landowner, mining companies, and such other CONTRACTORS to use the roads and other facilities constructed or improved by the CONTRACTOR for the contract work; provided, that such usage shall in no way interfere with the contract work of the CONTRACTOR.

18. ACCESS AND WORKING AREA

Access to the sites or to the vicinity of sites is by public roads and private roads as shown on the drawings or as may be located in the field. Some sites may not have adequate access roads for CONTRACTOR'S methods or equipment and construction or improvement of existing roads may be required. Access roads used or constructed by the CONTRACTOR shall be maintained and restored to pre-existing or better conditions.

The CONTRACTOR shall confine his access roads, equipment, the storage of materials and the operation of his workmen to the immediate vicinity of the work sites and shall not unreasonably encumber the premises with his materials and equipment. Caution shall be exercised at all times to avoid blocking roads or in any other way interfering with operations by others or presenting a hazard to personnel, equipment, or to the public.

The CONTRACTOR shall obtain all permits and/or permission required to use public and private roads. The CONTRACTOR shall obey all laws and regulations affecting the use of public thoroughfares.

The CONTRACTOR shall provide such temporary barricades, fences, or warning signs as may be necessary to make temporary or permanent roads safe by night as well as by day. He shall at all times have a sufficient number of watchmen, flagmen, and warning lights to protect traffic where it is interfered with by his operations, where his trucks enter or leave public roads, or where work is being done adjacent to such roads.

19. PERMITS, LICENSES AND REGULATIONS

Permits and licenses required for prosecution of the work shall be procured and paid for by the CONTRACTOR.

20. ESTIMATED QUANTITIES

The CONTRACTOR shall understand that the quantities and measurements set forth in the Special Conditions are in no case exact and in some instances the exact quantities and measurements are impossible to determine until after conditions have become known during construction; that the quantities shown in the Special Conditions are for use as a basis for comparing bids only. The OWNER does not expressly, or by implication, agree that the actual amount of work performed or material furnished or installed will correspond therewith and further, that during the progress of the work the OWNER may find it advisable and shall have the right to make changes in locations of portions of the work, to omit portions of the work and to increase or decrease the quantities, as may be deemed necessary or desirable. Under no circumstances or conditions will the CONTRACTOR be paid anything on account of anticipated profits upon the work or any portion thereof covered by the Contract which is not actually performed; nor will the CONTRACTOR be paid more than the unit price bid for any item of the Bid because the actual quantity is greater or less than the quantity shown in the Invitation and Bid Sheet.

Measurements of any openings have been made in sufficient detail to establish general shapes and dimensions. The locations and dimensions of vertical and horizontal openings and depths of materials shown on the documents as waste material, soil and unconsolidated material and rock material are approximate measurements only and shall be verified by excavation.

The OWNER, without invalidating the purchase order contract, may order extra work, or make any other reasonably related changes by altering adding to or deducting from the work; the contract price and time for completion of the work will be adjusted accordingly by mutual agreement. C.R.S. 24-105-301 through 24-106-101, as amended are incorporated and made a part herein by reference as if fully set forth herein.

If the OWNER deems inexpedient the correction of damaged work or of work not performed in accordance with the contract, equitable reduction of contract price shall be made.

21. ACCIDENT PREVENTION AND SAFETY MEASURES

The CONTRACTOR shall comply with applicable provisions of OSHA Part 1926, Construction Standards and Interpretations, in effect on the date of issuance of the Invitation for Bids. The CONTRACTOR shall continuously maintain, at his expense, adequate protection of the work and the OWNER'S property, and shall take all practicable precautions in the interest of safety.

Any shafts which were fenced prior to construction activities shall be protected by a temporary fence during non-working hours. Other openings may be designated by the PROJECT MANAGER as requiring fencing due to proximity of houses or visitation by tourists.

This work may involve working around unprotected hazardous mine shafts, stopes, adits and other openings which may be open to the surface or hidden from view by trash, debris, vegetation, or thin and unstable layers of surficial materials or rock. The CONTRACTOR shall be responsible for thoroughly investigating the site conditions and scheduling his equipment, equipment operations, personnel and safety procedures to prevent accidents and injuries. Failure to comply will be cause for immediate suspension of the work.

22. PROJECT PUBLICITY

The OWNER will be sole provider of information about the project work to area residents, utility companies and special districts, county, state, and federal agencies, and individuals from the media. Any contact with these groups by the CONTRACTOR must be cleared through the OWNER.

23. HISTORICAL PRESERVATION

Areas adjacent to the mine sites often contain related artifacts and structures, such as buildings, tipples, ore houses, headframes and foundations, that may be historically significant. Care shall be exercised to avoid any disturbances to these structures and artifacts, in order to preserve their integrity. Existing structures shall not be used as load-bearing devices.

24. UTILITIES

Utilities, both underground and above-ground, may exist which could affect construction work covered under this contract. The CONTRACTOR is responsible for determining the nature and locations of any and all utilities which could affect construction work covered under this contract. The horizontal and vertical locations of utilities may vary. The CONTRACTOR is responsible for excavation and equipment movement without damage to utilities. The CONTRACTOR assumes all responsibility for damages to any utilities he causes under this contract.

25. ELECTRICAL POWER AND POTABLE AND CONSTRUCTION WATER

The CONTRACTOR shall be responsible for providing electrical power and potable and construction water as needed to perform the contract work. If the CONTRACTOR desires to use power other than portable generators, the CONTRACTOR'S plans for providing such power will be subject to the OWNER'S prior approval. The cost for providing power and water will not be paid for separately but shall be included in the bid prices of the various work items.

26. CLAIMS

Any claim by the CONTRACTOR arising by virtue of this purchase order contract which is not disposed of by agreement shall be submitted in writing, together with any written and oral evidence in support thereof, to the OWNER for decision. Before making a decision the OWNER shall notify the CONTRACTOR that any additional written and/or oral evidence in support of the claim may be presented to the OWNER within thirty (30) days from receipt by the CONTRACTOR of such notification, or within such further period of time as may be granted by the OWNER. The OWNER shall make his decision in writing and mail or otherwise furnish a signed copy thereof to the CONTRACTOR. Pending the decision of the OWNER, the CONTRACTOR shall proceed diligently with the performance of this purchase order contract.

27. CLEANUP

The CONTRACTOR shall at all times keep the construction area free from accumulations of waste material or rubbish resulting from his work. Upon completion of the work, the CONTRACTOR shall remove from the vicinity of the work and haul all rubbish, trash, garbage, and debris to a county-approved disposal site. Additionally, the CONTRACTOR shall remove from the vicinity all unused materials, and the like, belonging to the CONTRACTOR or used under the CONTRACTOR'S direction during construction.

Cleanup is subject to the approval of the PROJECT MANAGER.

28. CORRESPONDENCE FROM THE CONTRACTOR

All correspondence from the CONTRACTOR to the OWNER shall be submitted to:

Colorado Mined Land Reclamation Division
1313 Sherman Street, Room 215
Denver, Colorado 80203
(303) 866-3567
Fax (303) 832-8106

29. PERIODIC PARTIAL PAYMENTS

If the time for completion of the work is more than one month, the CONTRACTOR may requisition and receive monthly progress payments in the amount of ninety percent (90%) of the value of the work completed to date, less the total of such previous payments, if the CONTRACTOR is satisfactorily performing the contract. The CONTRACTOR must submit his Social Security Number or Federal Employer Identification Number with his initial bill.

30. ACCEPTANCE AND FINAL PAYMENT

Within ten days after the CONTRACTOR'S declaration of completion of the work, the OWNER will make a final inspection of the work to determine whether the WORK has been completed in accordance with the purchase order contract and collateral documents. If any punch-list results from such final inspection, the CONTRACTOR shall promptly rectify all items appearing thereon.

When the OWNER indicates acceptance of the work, the CONTRACTOR may requisition final payment, including retainage, on account of the purchase order contract price.

Before such final payment may be made the OWNER must comply with Title 38-26-107 C.R.S. as amended, which requires that publication of a notice of final settlement with the CONTRACTOR be made twice in a newspaper of general circulation in the county wherein the purchase order contract was made (usually Denver County) and the county wherein the work was performed. The date fixed in such notice, before which final payment to the CONTRACTOR may not be made, must be no less than ten days after the second publication of the notice.

Any unpaid creditor of the CONTRACTOR who supplied labor and/or material for the work has those ten days in which to file with the OWNER a verified statement of the amount due and unpaid. The OWNER must withhold from payment to the CONTRACTOR the total amount of such claim for a period of ninety days after the date in the notice fixed for settlement, but the OWNER may not directly make payment to the creditor(s). If within those ninety days a creditor does not reach settlement with the CONTRACTOR, he must serve on the OWNER a notice of "lis pendens" that he has brought action at law, otherwise the OWNER, at expiration of ninety days, will pay the CONTRACTOR for the amount withheld.

31. GUARANTY AND WARRANTIES

The CONTRACTOR shall furnish the OWNER with a written guaranty for one year covering all labor, materials and workmanship incorporated in the work. The CONTRACTOR, in instances of work performed or material or equipment furnished for which warranties are required by the specifications, shall procure such warranties and deliver them to the OWNER on completion of the work. Such warranties will no way lessen the CONTRACTOR'S responsibilities under the purchase order documents. Whenever warranties or guarantees are required by the specifications for a period longer than one year, such longer period shall govern. Written guaranties must be received by the OWNER before final payment will be approved.

32. LIENS

No Mechanic's Lien against a publicly-owned building in the State of Colorado. However, as outlined in 30. ACCEPTANCE AND FINAL PAYMENT, unsatisfied creditors of the CONTRACTOR, for labor and/or materials, of such a building are by law provided certain security.

33. POST-COMPLETION INSPECTIONS

Final payment made to the CONTRACTOR on account of the work shall not operate to relieve the CONTRACTOR of responsibility for faulty material or workmanship, and unless otherwise provided the CONTRACTOR shall remedy any defect due thereto and pay for any damages resultant therefrom which shall appear within one year from the date of final acceptance of the work, which date will be that of the Final Inspection and Certificate of Completion.

If the CONTRACTOR fails promptly to pick up the punch list items of such inspections, the OWNER may correct such defects and deficiencies and backcharge the CONTRACTOR for the cost thereof.

34. EQUAL OPPORTUNITY

The CONTRACTOR agrees to comply with the letter and spirit of the Colorado Antidiscrimination act of 1957, as amended, and the applicable law respecting discrimination and unfair employment practices. (Reference 24-34-402, C.R.S. as amended and the Governor's Executive Order of April 16, 1975 relating to equal opportunity and affirmative action which are incorporated and made a part hereof by reference as if fully set forth herein.)

35. GENERAL

(1) The laws of the State of Colorado and rules and regulations issued pursuant thereto shall be applied in the interpretation, execution and enforcement of this contract. Any provision of this contract whether or not incorporated herein by reference which provides for arbitration by any extra-judicial body or person or which is otherwise in conflict with said laws, rules and regulations shall be considered null and void. Nothing contained in any provision incorporated herein by reference which purports to negate this or any other special provision in whole or in part shall be valid or enforceable or available in any action at law whether by way of complaint, defense or otherwise. Any provision rendered null and void by the operation of this provision will not invalidate the remainder of this contract to the extent that the contract is capable of execution.

April 2, 1992

(2) The signatories hereto aver that they are familiar with 18-8-301 of seq. (Bribery and corrupt influences) and 18-8-401, et seq. (abuse of Public Office), C.R.S., as amended and that no violation of such provisions is present.

(3) The signatories aver that to their knowledge, no state employee has any personal or beneficial interest whatsoever in the service of property described herein.

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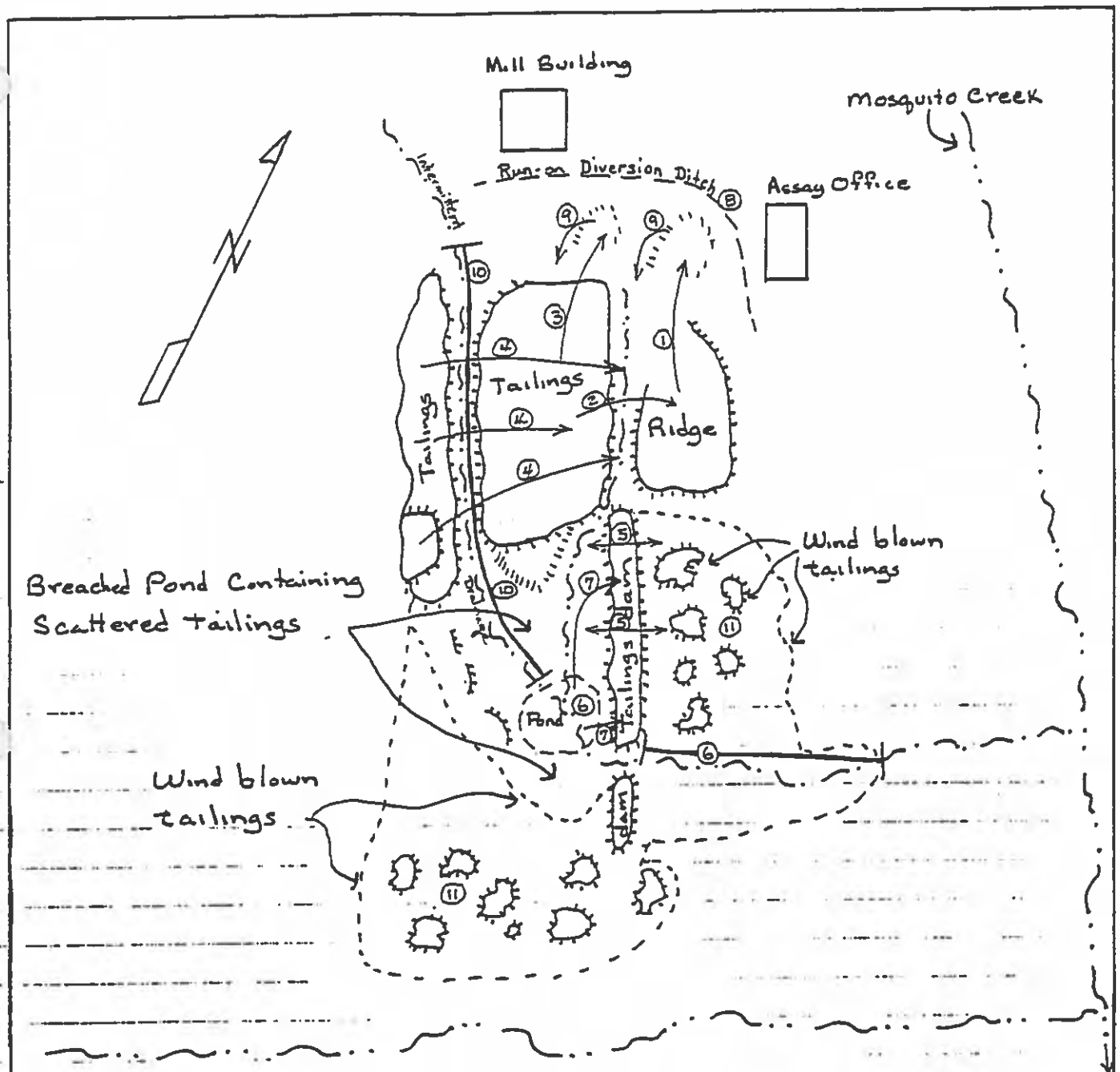
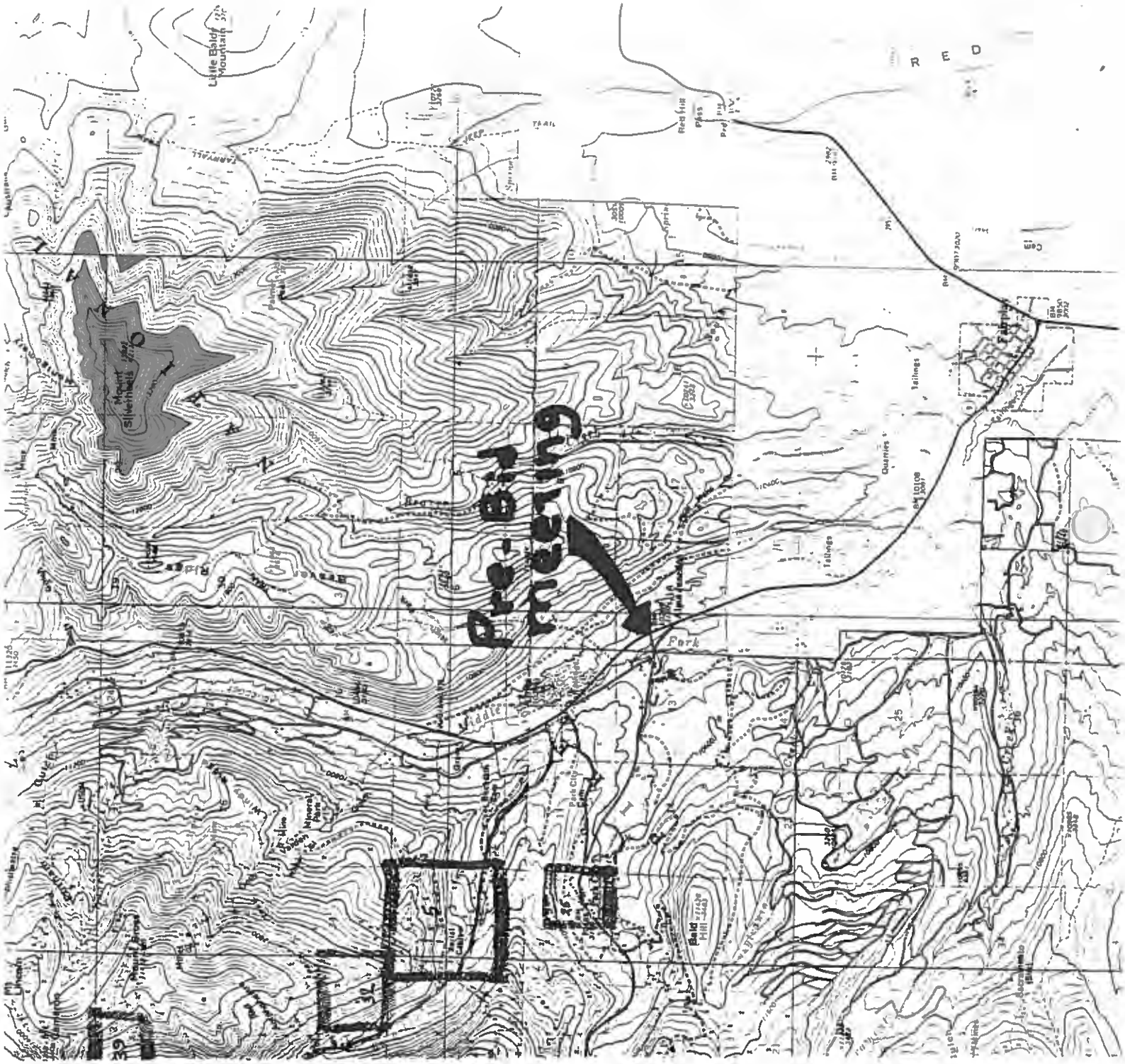


Figure 2
Proposed Reclamation for North London Mill Tailings

STEPS FOR RECLAMATION

1. Excavate trench; stockpile soil.
2. Move tailings into trench.
3. Excavate topsoil below tailings.
4. Consolidate tailings.
5. Regrade tailings dam.
6. Excavate pond and pond spillway.
7. Topdress tailings dam.
8. Construct run-on diversion ditch.
9. Topdress tailings.
10. Improve existing drainage.
11. Revegetate Windblown tailings.

Ridge or Tailings Crest Line
--- Outline of Wind Blown Tailings
~·~ Drainage
Scale: 1" = 200' (approx)



NORTH LONDON MILL TAILINGS PROJECT
RN-MINES-299

REVISED SPECIAL CONDITIONS

NOLO MILL STABILIZATION PROJECT

IFB1, PKAA, #2022*0046

PROJECT LOCATION AND SITE OVERVIEW

The NoLo Mill Stabilization Project is located on the southwestern side of Mosquito Creek at the North London Mill, about five miles west of Alma on Mosquito Pass Road in Park County, Colorado. Please see the attached Google Map. The North London (NoLo) Mill is historically tied to the operation of the North London Mine. The gold ore bodies were discovered in 1873, surveyed in 1876, and patented in 1878. The Mill was not built until 1892 and operated until 1938. It began as a stamp mill originally, but was modified/converted over time as the milling technology changed. The London Mining and Milling operations were repeatedly described in the press and in government reports as the largest in Park County.

The ore from the North London Mine, however, was complex and not easily milled. As milling technologies developed, the Mill was refitted and overhauled to extract gold from these complex ores. From 1892 to 1894, it operated as a stamp mill, and from 1897 to 1902, it was outfitted as a cyanide plant. The Mill shut down in 1902 when operations moved to the south side of London Mountain and then reopened in 1927 with flotation technologies, operating until 1937. There is some evidence that a final overhaul took place in 1938, converting it into a grate-type, low discharge plant. The site is now eligible for the National and State Register of Historic Places. Gold mining and milling were integral to the economies and development of Park County and the state of Colorado. At over 11,000 feet, the NoLo Mill site is now being battered by high winds and heavy snowfall and subject to vandalism. The Mill is a representative mill building from its time period and is an important feature of the Alma District mining landscape.

WORK SUMMARY

Project consists of the stabilization of critical items at the historic North London Mill building, which is currently vacant as shown on Construction Documents prepared by Form+Works Design Group, LLC and JVA Consulting Engineers dated June 1, 2020. These documents were prepared utilizing funding from a grant through History Colorado – the State Historical Fund. The building is a designated historical structure, and therefore all work shall comply with the Secretary of the Interior Standards. Additional structural repairs in further phases will be required. This scope of work is limited to critical stabilization activities only and consists of, but is not limited to:

1) Shore the shifted adjacent framing, excavate and replace the sills. Then remove and the broken structural components and salvage loose materials where possible for future reinstallation.

2) Replace a column in kind and shore the tributary area. Once the column is replaced, then re-support the beams, rafters, and knee braces adjacent to the column.

3) Replace sections of the second floor beam in kind, as it is rotting, by attaching the replacement beams to the remaining sound beam material with scarf joints.

4) Install new horizontal members at regular intervals and plumb the racking of the bays along the east elevation of the west wing, to stabilize the columns and prevent further racking of the structure.

5) Install a new column and sill below a marginally supported beam end to improve the bearing condition, and install a new column and sill at the next point over, as they are both inadequately supported.

6) Dismantle the rafters in the center wing and salvage/store where possible, documenting each element with photographs. Reset the columns and beams and install kickers or a system of cable braces.

7) Dig out, remove wood, and machine backfill a water-filled vertical opening with on-site material to safeguard the hazard.

PRE-BID MEETING AND SITE SHOWING

A mandatory pre-bid meeting and site showing will be held on site at the North London Mill on Tuesday, September 21, 2021 at 11:00 AM. See driving directions below and map attached.

The purpose of the Pre-Bid meeting is to afford potential bidders the opportunity to inspect the proposed work and access conditions. Attending the entire Pre-Bid meeting is mandatory. Bidders are advised to be prompt. A sign-in sheet will be available at the Pre-Bid meeting for firms to register their attendance. It is the bidder's responsibility to make certain their attendance is recorded on the sign-in sheet. **Each individual may represent him/herself or a single company for the purpose of bidding. Signing the Pre-Bid Meeting attendance list to represent more than one person or company is not permitted.** Failure to sign-in **And** sign out, as directed by the Project Manager, will be cause for rejection of a bid.

THIS PRE-BID MEETING INVOLVES INSPECTION OF HAZARDOUS AND UNSTABLE SITE CONDITIONS. THE SAFETY OF PROSPECTIVE BIDDERS IS OF UTMOST IMPORTANCE TO THE DIVISION OF RECLAMATION, MINING AND SAFETY. THE MILL BUILDING IS DARK AND CONTAINS UNSTABLE CONDITIONS. CONTRACTORS MUST HAVE HARDHATS, PROPER LIGHTING, AND FOOTWEAR.

Bidders are cautioned that, notwithstanding any remarks or clarifications given at this meeting and site showing, all terms and conditions of the contract documents remain unchanged unless they are changed by written amendment issued by the OWNER. If the answers to questions, or any amendment to the contract documents create ambiguities, it is the responsibility of the bidder to seek clarification prior to submitting a bid.

Driving directions to the pre-bid meeting location:

1. From Fairplay, head northwest on CO-9 N for approximately 4.3 miles.
2. Turn left onto Mosquito Pass Rd/CR 12 and head west for approximately 4.7 miles.
3. At the Y, veer right and head northwest to stay on Mosquito Pass Rd/CR 12 for approximately 1.8 miles.
4. Enter through a gate on the left side of the road and drive for 1300 feet to the site.

SPECIAL REQUIREMENTS

A responsive bid must meet the following minimum qualifications and must provide documentation to support the requirements:

- Previous work on at least three historical building stabilization projects, showing a highly competent contractor. Experience working on both historic buildings and on timber buildings is a plus. This must be documented with references or contract paperwork.

The list of qualifications and references must be received with the Bid Package to be considered a responsive bid. See Bid Item A.

BID SUBMITTAL

The Deadline for all bids to be submitted is no later than 4:00 p.m. on Tuesday, October 26, 2021.

At this time, all bids must be submitted electronically via Colorado Vendor Self Service (ColoradoVSS) at the following link:

https://codpa-vss.cloud.cgifederal.com/webapp/PRDVSS2X1/AltSelfService.

You can find more information on how to submit solicitations here at the following link:

https://vss.state.co.us/instructions/solicitations.

A responsive bid must include the following, properly completed and submitted:

- Bid Form
- Bid Schedule
- Bid Bond
- List of Equipment
- Summary of Pre-Qualifications

This is a sealed bid. Only submittals through VSS will be accepted by the Division of Reclamation, Mining and Safety in response to this bid.

Bid Form. Bids shall be submitted on the bid form furnished. Bids must be manually signed in ink. All bid items must be priced or the bid will be disqualified. In case of error in the extension of price, the unit price shall govern. If a Bid Schedule is included, it must also be returned with the bid. The quantities listed on which unit prices are requested are estimates only. The prices indicated on the Bid Schedule and included in the Contract Documents shall include the cost of all labor and materials, equipment and services, and all other expenses necessary for the completion of the work. Alternate bids will not be accepted. Bids must be signed as follows:

If the Bidder is a corporation: The bid must be signed by an officer (President or Vice President), and the title indicated.

If the Bidder is a proprietorship: The Owner must sign the bid and print or type his name, the business name.

If the Bidder is a partnership: The majority or general partner must sign the bid. The same person must sign the contract, if awarded. Also include the company name.

Bid Bond. A bid bond is required for all jobs over $50,000.00. A bid guarantee in an amount not less than five percent (5%) of the total bid price must be submitted in the form of a firm commitment, such as a bid bond, bank money order, certified check or cashier's check. Checks or money orders should be made payable to the Treasurer, State of Colorado. If a bid bond is submitted, the State form shall be used. An irrevocable letter of credit is not acceptable as a bid guarantee. Bid guarantees, other than bid bonds, will be returned (a) to unsuccessful bidders as soon as practicable after the opening of bids, and (b) to the successful bidder upon execution of such further contractual documents and bonds (including any necessary coinsurance or reinsurance agreements) as may be required by the bid as accepted.

Failure to furnish a bid guarantee in the proper form and amount by the time set for opening of bids may be cause for rejection of the bid.

If the successful bidder, upon acceptance of his bid by the OWNER, fails to execute such further contractual documents, and give such bond(s) (including any necessary coinsurance or reinsurance agreements) as may be required within ten (10) days after receipt of the Notice of Award, the contract may be terminated for default. In such event, the Contractor shall be liable for any cost of procuring the work which exceeds the amount of his bid, and the bid guarantee shall be available toward offsetting such difference.

BID OPENING DATE

The bid opening date for this project is Wednesday, October 27, 2021 at 10:30 am.

Under the current COVID-19 restrictions, no in-person bid opening will be conducted. A written tabulation of the Bid results will be available to those bidders who submit an email address with their bid. You may join the Bid Opening via Google Meet at meet.google.com/gji-bhuo-nqs or via phone (US) +1 617-675-4444 PIN: 409 232 551 7500#. Please allow two weeks for receipt of Bid results. **Telephone requests cannot be honored because of time constraints.**

Performance and Payment Bonds – ARE REQUIRED for bids $150,000.00 and over.

The Contractor shall furnish a labor and material payment bond for 100 percent of the original contract price and a performance bond for 100 percent of the original amount of the contract. The bonds are required by State Law, Title 24-105,202,203, C.R.S., as amended. The bonds shall be submitted using the State forms. A certified or cashier's check or bank money order may be accepted in lieu of the bonds. If a surety other than a bond is used, the State will hold fifty percent (50%) of the surety until the final settlement date and fifty percent (50%) for six (6) months after the final settlement date.

RETAINAGE

If the bid amount is between $50,000.00 and $149,999.00, ten percent (10%) retainage will be withheld until the project has been satisfactorily completed and advertised. If the bid amount is $150,000.00 or over, five percent (5%) retainage will be withheld until the project has been satisfactorily completed and advertised.

List of Equipment Offered. The List of Equipment Offered form must be returned with each bid. All equipment to be used on the project must be listed. The Contractor must own, have a current lease for the equipment intended to be used to perform the work, or must furnish a statement of arrangements to rent, or otherwise procure, adequate equipment to perform the work. Inclusion of a piece of equipment on the List of Equipment Offered represents a commitment to devote that piece of equipment to the project work for the entire duration of the project. If several contractors propose to join together to perform the work under this contract, equipment owned or controlled by each should be listed and the owner identified. A contract will not be awarded to a bidder who in the opinion of the OWNER (a) does not have adequate equipment, or (b) does not have firm and satisfactory arrangements to obtain adequate equipment to perform the work described in the Invitation and Bid.

If the List of Equipment Offered is not submitted with the bid, the bid may be considered non-responsive.

BID AWARD

Award will be made with reasonable promptness, by written notice to the low responsive and responsible bidder whose bid meets the requirements and criteria set forth in the Invitation for bid. These criteria will include, but not be limited to the lowest GRAND TOTAL PRICE, corrected if necessary for errors in price extension and/or addition, on the Bidder's equipment if a List of Equipment Offered is required with the bid, and capability to meet the performance time requirements. The GRAND TOTAL PRICE will be used for comparing bids only.

To be considered responsive and responsible, bidders may not have a Below Standard "(1)", OVERALL (Final) performance rating in the Colorado Contract Management System (CMS), for any construction project completed for Colorado in the last five years, per C.R.S. 24-105-1(2).

Additive Alternates. The lowest responsible bid, taking into account the Colorado resident bidder preference, Article 14 of the General Conditions, will be determined by and the contract will be awarded on the base bid plus all additive alternates, to the extent that the addition of alternates results in a sum total within available funds to finance the contract. Additive alternates will be used in determining the lowest responsible bidder, adding in the numerical order listed. An equal number of alternates shall be added to the base bid of each bidder within funds available to finance the contract for the purposes of determining the lowest responsible bidder. If this bid exceeds such amount, the right is reserved to reject all bids.

GENERAL BID SPECIFICATIONS

The Colorado Inactive Mine Reclamation Program *General Bid Specifications 2009*, which include General Conditions, Standard Work Specifications, and Standard Drawings and Figures are intended to complement these Special Conditions. The Special Conditions combined with the *General Bid Specifications 2009* form the complete Invitation and Bid document. Please refer to the Standard Work Specifications for all applicable types of work required in the Special Conditions. The General Conditions apply to all work covered in the Special Conditions. Copies of the General Bid Specifications are available at the Pre-Bid Meeting or from the Division of Reclamation, Mining and Safety (CDRMS), 1313 Sherman Street, Room 215, Denver, Colorado 80203 (303) 866-3567.

PROJECT DATES

The project is scheduled for construction between June 27, 2022 and September 25, 2022. This includes ten (10) days mobilization time. These dates are tentative and may change, especially given the current COVID 19 pandemic.

TIME OF COMPLETION

The time of completion allowed for the project is 90 calendar days after receipt of the Notice to Proceed. This includes ten (10) days mobilization time.

LIQUIDATED DAMAGES

The liquidated damages for this project will be $400.00 per day. Please see *General Conditions*, Article 39.

NOTICE OF AWARD AND EXECUTION OF DOCUMENTS

NOTE: As of 4/15/2018 all Vendors are now required to complete & return an EFT form unless they currently have a valid form on file.

A Notice of Award will be sent to the apparent low bidder with reasonable promptness. The contract signing date and time will be set for fourteen (14) days after the bid is awarded. The Division of Reclamation, Mining and Safety must receive the following:

(a) Executed Agreement;

(b) Fully-executed Performance and Payment Bonds, accompanied by appropriate Power of Attorney, if required;

(c) Certificates of Insurance showing proof of required coverage and Additional Insured Endorsement;

(d) Project Schedule;

(e) *AML Contractor Ownership and Control Form*;

(f) *Minority (MBE)/women (WBE) Business Participation* form;

(g) Three-Way *Agreement for Reclamation Activities*, if required by the Special Conditions;

(h) A list of all subcontractors to be used on the project, the work tasks and dollar value to be subcontracted to each, and

(i) Completed W-9 forms, if required (for contractors new to the State).

(j) Completed EFT Form

Please consult Articles 2-7 of the *General Conditions*.

If the above documents are not submitted properly by the contract signing date, the Division of Reclamation, Mining and Safety may elect to award the contract to the next lowest bidder. Bidders are advised to keep close contact with CDRMS during this period.

THREE-WAY AGREEMENT

A three way "Agreement for Reclamation Activities" **is not required** for this job. Please see Article 4 of the *General Conditions* for the applicable insurance requirements.

INSURANCE

A. The Contractor shall obtain at his own expense, and maintain at all times during the term of this contract, insurance listed below. Proof of insurance must be submitted on certificates showing the following minimum coverage:

1) Worker's Compensation Insurance as required by state statute, and Employer's Liability Insurance covering all of Contractor's employees acting within the course and scope of their employment.

2) Commercial General Liability Insurance written on ISO occurrence form CG 00 01 10/93 or equivalent, covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:

a. $1,000,000 each occurrence;

b. $1,000,000 general aggregate;

c. $1,000.00 products and completed operations aggregate; and

d. $50,000.00 any one fire.

If any aggregate limit is reduced below $1,000,000 because of claims made or paid, the Contractor shall immediately obtain additional insurance to restore the full aggregate limit and furnish to the State a certificate or other document satisfactory to the State showing compliance with this provision.

3) Automobile Liability Insurance covering any auto (including owned, hire and non-owned autos) with a minimum limit as follows: $1,000,000 each accident combined single limit.

The Certificates of Insurance and insurance policies required above shall be subject to the following stipulations:

B. The State of Colorado shall be named as additional insured on the Commercial General Liability and Automobile Liability Insurance policies (leases and construction

contracts will require the additional insured coverage for completed operations on endorsements CG 2010 11/85, CG 2037 or equivalent). Coverage required of the contract will be primary over any insurance or self-insurance program carried by the State of Colorado.

C. The Insurance shall include provisions preventing cancellation or non-renewal without at least 45 days prior notice to the State by certified mail.

D. The Contractor will require all insurance policies in any way related to the contract and secured and maintained by the Contractor to include clauses stating that each carrier will waive all rights of recovery, under subrogation or otherwise, against the State of Colorado, its agencies, institutions, organizations, officers, agents, employees and volunteers.

E. All policies evidencing the insurance coverages required hereunder shall be issued by insurance companies satisfactory to the State.

F. The Contractor shall provide certificates showing insurance coverage required by this contract to the State within ten days of the notice of award. No later than 15 days prior to the expiration date of any such coverage, the Contractor shall deliver the State certificates of insurance evidencing renewals thereof. At any time during the term of this contract, the State may request in writing, and the Contractor shall thereupon within 10 days supply to the State, evidence satisfactory to the State of compliance with the provisions of this section.

G. Subrogation Waiver: All insurance policies secured or maintained by Contractor or its Subcontractors in relation to this Contract shall include clauses stating that each carrier shall waive all rights of recovery under subrogation or otherwise against Contractor or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

Bidders are advised to consult with their insurance carrier concerning these requirements. Submit a bid only if you are prepared to complete these requirements.

CONDITIONS AFFECTING THE WORK

In addition to examining the drawings and specifications, completion schedule, and other instructions, bidders shall visit the site and take such other steps as may be reasonably necessary to ascertain the nature and location of the work, including average climatic conditions and the general and local conditions which can affect the work or the cost thereof. Failure to do so will not relieve bidders from responsibility for estimating properly the difficulty or cost of successfully performing the work.

PROJECT FUNDING

This project is funded by Federal grant money made available to the State of Colorado through the U.S. Department of Interior, Office of Surface Mining, Reclamation and Enforcement through Title IV of the Surface Mining Control and Reclamation Act, Public Law 95-87. (CFDA 15.252).

This project is also funded by Severance Tax collected by the State of Colorado.

AMERICANS WITH DISABILITIES ACT

All programs, services and activities of the Department of Natural Resources, Division of Reclamation, Mining and Safety and the Colorado Mined Land Reclamation Board are operated in compliance with the Americans with Disabilities Act. Questions, complaints and requests for additional information may be directed to ADA Coordinator, Department of Natural Resources, 1313 Sherman Street, Room 415, Denver, CO 80203.

CORA DISCLOSURE

To the extent not prohibited by federal law, this Contract and the performance measure and standards under CRS 24-103.5-101, if any, are subject to public release through the Colorado Open Records Act, CRS 24-72-101, et. seq.

STATEWIDE CONTRACT MANAGEMENT SYSTEM

[This section shall apply when the Effective Date is on or after July 1, 2009 and the maximum amount payable to Contractor hereunder is $100,000 or higher]

By entering into this Contract, Contractor agrees to be governed, and to abide, by the provisions of CRS §24-102-205, §24-102-206, §24-103-601, §24-103.5-101 and §24-105-102 concerning the monitoring of vendor performance on state contracts and inclusion of contract performance information in a statewide contract management system.

Contractor's performance shall be evaluated in accordance with the terms and conditions of this Contract, State law, including CRS §24-103.5-101, and State Fiscal Rules, Policies and Guidance. Evaluation of Contractor's performance shall be part of the normal contract administration process and Contractor's performance will be systematically recorded in the statewide Contract Management System. Areas of review shall include, but shall not be limited to quality, cost and timeliness. Collection of information relevant to the performance of Contractor's obligations under this Contract shall be determined by the specific requirements of such obligations and shall include factors tailored to match the requirements of the Statement of Project of this Contract. Such performance information shall be entered into the statewide Contract Management System at intervals established in the Statement of Project and a final review and rating shall be rendered within 30 days of the end of the Contract term. Contractor shall be notified following each performance and shall address or correct any identified problem in a timely manner and maintain work progress.

Should the final performance evaluation determine that Contractor demonstrated a gross failure to meet the performance measures established under the Statement of Project, the Executive Director of the Colorado Department of Personnel and Administration (Executive Director), upon request by the Department of Natural Resources, and showing of good cause, may debar Contractor and prohibit Contractor from bidding on future contracts. Contractor may contest the final evaluation and result by: (i) filing rebuttal statements, which may result in either removal or correction of the evaluation (CRS §24-105-102(6)), or (ii) under CRS §24-105-102(6), exercising the debarment protest and appeal rights provided in CRS §§24-109-106, 107, 201 or 202, which may result in the reversal of the debarment and reinstatement of Contractor, by the Executive Director, upon showing of good cause.

INDEMNIFICATION

Contractor shall indemnify, save and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses and attorney fees and related costs, incurred as a result of any act or omission by Contractor or its employees, agents, subcontractors, or assignees pursuant to the terms of this contract.

PROJECT WORK DESCRIPTION

The North London Mill was originally constructed in 1892 and tied to the operation of the North London Mine. The mill is representative mill building from its time period and is an important feature of the Alma District mining landscape. The site is eligible for the National and State Register of Historic Places, but years of wind, snowfall, and vandalism have taken their toll. The stabilization project will be conducted in the 2022 season to ensure worker and visitor safety related to the mill structure. No utilities, including water or electricity are available on site.

The *General Conditions of the Contract* and *Purchase Order Terms and Conditions* apply to all work.

ITEM 1.0 MOBILIZATION AND DEMOBILIZATION

This item includes those measures necessary and incidental to clean and move equipment and supplies onto the Project Area, to move equipment within the Project Area, and to complete any other requirements necessary to accomplish the goals of this Project. This item also includes all labor, equipment, and costs associated with demobilization and clean-up of the work site following completion of the Project. All applicable equipment and supplies, such as sanitation facilities, shall fully comply with all rules and regulations, see the Specification 1.0, Mobilization / Demobilization of the *General Bid Specifications, 2009*.

The CONTRACTOR *must* comply with the following provisions during performance of this Project:

No clearing will be conducted without prior approval of the PROJECT MANAGER and without an approved sediment control structure in place and functional, as required by the PROJECT MANAGER, until construction is completed. Generally, silt fence, installed per manufacturer's specifications and the Section 22.4 of the *General Bid Specifications, 2009* is acceptable as a sediment control measure.

The CONTRACTOR will dispose of waste materials, including but not limited to refuse, garbage, sanitary wastes, spent solvents; oil and other petroleum products off of the Project Area in accordance with applicable laws and regulations. The CONTRACTOR will specify to the PROJECT MANAGER proposed methods for all waste collection and disposal, modes of waste transport, and waste disposal facilities and locations the CONTRACTOR and subcontractors will use while performing the work, including making any necessary arrangements for waste collection and disposal. Any fees or charges required to be paid for collection, transport or disposal of waste materials shall be paid by the CONTRACTOR.

At its expense, the CONTRACTOR will comply with all applicable federal, state, and local laws, ordinances, rules and regulations relating to the work, the site, and any materials and/or equipment provided by the CONTRACTOR.

Upon completion of the work under this Contract, the CONTRACTOR shall remove all temporary facilities, temporary infrastructure and equipment. The CONTRACTOR shall remove from the work site all rubbish, unused materials, and leave all areas in good order and condition, subject to the approval of the PROJECT MANAGER.

NOXIOUS WEEDS

In an attempt to mitigate the rampant spread of noxious weeds from one area to another, there will be a mandatory inspection of all equipment to be used during the course of construction at the project site. Prior to inspection, it is the responsibility of the CONTRACTOR to employ whatever cleaning methods are necessary to ensure that all equipment is free of soil, seeds, vegetative matter, or other debris that could contain or hold seeds. Equipment shall be considered clean when a visual inspection determines the equipment free of such material. The CONTRACTOR will be required to notify the PROJECT MANAGER in advance of mobilizing equipment on site to arrange for inspection. Disassembly of equipment components will not be required.

Measurement and Payment

Payment for Item 1.0 shall be reflected in a lump sum quote price under Item 1.0 on the Bid Schedule. Payment shall include all the CONTRACTOR'S expenses for mobilization of equipment to the site, transportation of the equipment within the project area, employee time, labor and materials necessary to accomplish the requirements of this item, compliance with the conditions and requirements described in this item description, and final clean-up of the work place.

ITEM 2.0 PROJECT SAFETY, HEALTH, AND ENVIRONMENTAL ACTION PLAN

The job will involve working around inactive mine features and hazards, and it is the responsibility of the CONTRACTOR to be aware of all OSHA regulations which apply to this contract. This item includes all the CONTRACTORS expenses for employee time, labor, materials, and safety equipment and safety training necessary for preparing and executing a job safety plan. The Successful Bidder will be required to prepare the Project Safety, Health, and Environmental Action Plan (SHEAP) and submit it for review and approval to the DRMS. The CONTRACTOR is required to develop and implement a Project Safety Plan in conjunction with project implementation. The PROJECT MANAGER must receive the Project Safety Plan within five (5) working days of Notice to Proceed date. It is expected that the Project Safety Plan will be comprehensive and sufficiently detailed so that every member of the work crew (including sub-contractors) on site understands their responsibilities and the responsibilities of the CONTRACTOR to ensure a safe and injury free workplace.

The Project Safety Plan must be submitted to:

Lisa Thompson
1313 Sherman Street, Room 215
Denver, CO 80203
FAX (303) 832-8106
lisa.thompson@state.co.us

At a minimum, the plan **MUST** provide specific, detailed responses to the following list of safety concerns that are likely to present themselves during the course of Project completion. When developing the Project Safety Plan, please list specific types of equipment to be provided by the CONTRACTOR, including subcontractor(s), in order to address the safety concern, or specifically state the actions to be taken by the CONTRACTOR, including crew and subcontractor(s) order to address the safety concern.

1. No smoking allowed in and around the mill building;
2. Use of personal safety equipment on the job site appropriate for the materials to be applied (hard hats, hard toe footwear, work gloves, safety glasses, hearing protection, ventilation equipment);
3. Mill Building is dimly lit with abundant hazards, provide sufficient lighting and be aware of hidden hazards;
4. Provision of first aid kid for each work crew;
5. Methods of safely transporting and securing tools, equipment and supplies;
6. Fire prevention and safety;
7. Accident prevention and safety when operating hand operated power tools;
8. Accident prevention and safety when operating motorized equipment;
9. Fall prevention for all work conducted where a fall hazard exists;
10. Daily safety meetings.

Note: *If unusually dry conditions exist at or during the execution of the project, or as directed by the PROJECT MANAGER, a twenty (20) pound fire extinguisher and a large round-pointed shovel with an overall length of at least forty-eight (48) inches or equivalent will be required to be on site at all times*.

SHEAP SPECIAL REQUIREMENTS

Disinfection of the Mill Interior: In areas of cleanup work, the interior floors and walls of the mill building will be lightly sprayed with a solution of ten-percent chlorine bleach and water to prevent potential worker exposure to Hantavirus. Disinfection of the mill interior should include waste cleanup areas and be concentrated on mice feces and urine areas. Precautions against producing excessive dust should be taken in areas where there is a high possibility of liberating Hantavirus into the air. Workers will wear protective clothing (e.g. Tyvek™), proper respiratory protection, eye protection, hard hats, and steel toed boots during the disinfection procedure.

COVID-19 Requirements: The SHEAP must address concerns related to the spreading of coronavirus. Current State of Colorado or Park County Public Health Orders, whichever is strictest, will be enforced during the project implementation. The State of Colorado, *Multi-Industry Construction Guidance,* contains specific requirements and suggested practices during construction activities to deal with COVID-19 restrictions.

The CONTRACTOR should provide a signature block that *each employee* can sign to verify that they have read and understand the safety aspects of the project and accept the provisions of the SHEAP.

NOTE that the PROJECT MANAGER may suspend the work, either wholly or in part, for such period or periods as he / she may deem necessary, due to unsafe work practices. The job clock will NOT be stopped in such a circumstance.

Measurement and Payment

There will be no measurement for payment. Payment for this item will be reflected in a lump sum quote under Item 2.0 on the Bid Schedule. This lump sum bid will cover all costs for developing and implementing the Project Safety Plan or SHEAP, including writing and revising the plan as required, provision and maintenance of safety equipment, conduct of daily safety meetings and all other items necessary and incidental to meeting the specifications of this item and of the Project Safety Plan or SHEAP. Payment shall be made as this item is completed and approved by the PROJECT MANAGER. Payment for this Task will be made only on the final (before retainage) invoice.

ITEM 3.0 MILL BUILDING STABILIZATION

This Item provides for labor hours required to repair and stabilize components of the North London Mill structure. An estimated one thousand, two hundred (1,200) labor hours may be required for this Item. A labor hour is defined as one person working for one hour. Full expenditure of this Item is not guaranteed. Some actual work items, materials, and repair methods may be determined in the field with the CONTRACTOR, PROJECT MANAGER, and consulting structural engineer. Construction structural services regarding the selective stabilization of the North London Mill building will be provided by JVA Consulting Engineers through the OWNER, including technical/structural advice on engineering matters. Note that the design of temporary bracing and shoring is excluded and expected to fall within the purview of the CONTRACTOR.

The CONTRACTOR shall follow the work outlined in the attached North London Mill Stabilization of Critical Items Construction Documents, which describes the scope of work of the proposed stabilization tasks. All stabilization efforts must comply with these Construction Documents and the Secretary of the Interior's Standards for the Treatment of Historic Properties. Any deviations of materials or methods require approval by the PROJECT MANAGER.

The North London Mill building is listed on the National Register of Historic Places. All artifacts and machinery are to be left in place. Absolutely no items will be removed from the site. All materials and methods used must strictly adhere to the *Secretary's Standards for Rehabilitation, 36 CFR 67.7* outlined below:

1. A property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment.
2. The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.
3. Each property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken.

4. Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.
5. Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a historic property shall be preserved.
6. Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence.
7. Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.
8. Significant archeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken.
9. New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.
10. New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

The following items summarize the recommended stabilization, as shown on the attached North London Mill Stabilization of Critical Items Construction Documents. All new lumber shall be date stamped to differentiate from the existing wood members.

A. SHORE SHIFTED FRAMING AND REPLACE SILL

The existing framing of the building has shifted and will be shored. As noted at C06 on the S101 Foundation and S103 Roof Framing Plans, the sills around the perimeter of the structure are deteriorating, due to contact with soil and exposure to weather. The CONTRACTOR shall first temporarily shore the existing framing using wood, steel, aluminum, i.e. Then, excavate the deteriorated sills and replace the sills (in entirety or segments) with equivalent, pressure treated timbers around the perimeter of the structure as needed - assume 140 linear feet of the building perimeter for estimating purposes. Sills are to be reinstalled in their original locations. Also, the CONTRACTOR shall remove any broken structural components and salvage any loose materials where possible for use in future reinstallation to preserve the historic integrity of the site. All salvaged useable materials shall be stacked neatly and stored on-site at a location determined by the OWNER for future reuse. The CONTRACTOR shall follow procedures outlined in the attached Section 01 3510 – Special Procedures for Historic Treatment.

B. REPLACE COLUMN AND RE-SUPPORT ADJACENT ITEMS

Column D-3 has shifted and will be replaced. As noted at C05 on the S101 Foundation and S103 Roof Framing Plans, Column D-3 has been dislodged from the foundation, causing the column and adjacent beams to break or dislodge at the connection points. The CONTRACTOR shall shore the tributary area, replace Column D-3 in kind, and bear the

column base on the existing concrete plinth that is reset plumb and in its original location. Once the Column D-3 is replaced, the CONTRACTOR shall repair, replace, and/or reset the affected adjacent beams, joists/rafters, and knee braces, as necessary.

C. REPLACE SECTIONS OF SECOND FLOOR BEAM

This task includes all work to replace two sections of the second floor beam to address the bearing issue. As noted at C02 on the S102 Upper Floor Framing Plan, both ends of the approximately 32'-0"± long 10"x10" second floor beam is rotting. The CONTRACTOR shall replace both ends of the second floor beam in kind and attach the replacement beams to the remaining sound beam material (middle section) with scarf joints, per the S510 Sections & Details.

D. INSTALL NEW MEMBERS AND PLUMB RACKING OF BAYS

This task includes all work to provide and install new 10"x10" (field verify dimensions to match existing) horizontal members at regular intervals along the east elevation of the west wing, to stabilize the columns and prevent further racking of the structure. Horizontal members are to frame between the existing columns, to emulate the framing around the perimeter of the structure used to support the exterior siding. As noted at C03 on the S101 Foundation, S102 Upper Floor Framing, and S103 Roof Framing Plans, the structure of the west wing is rotating and racking to the north. The CONTRACTOR shall plumb the structure and install new bracing elements, involving X-brace installation, along the east elevation of the west wing in the southern two bays, per the S510 Sections & Details to prevent the structure from racking further.

E. INSTALL NEW COLUMN POST TO IMPROVE BEARING CONDITION

The CONTRACTOR shall provide and install a new column and sill below the marginally supported beam end near grid point E-8 directly below the roof column that extends from roof to grade, to provide a direct load path to grade. As noted at C04 on the S101 Foundation Plan, the base of the stacked column at grid point E-8 is inadequately supported. The CONTRACTOR shall improve the bearing condition of the stacked column by installing a new column and sill adjacent to the existing column, per the S511 Sections & Details. Additionally, the column at point D-8 is missing and is to be replaced on a sill to support the structure above.

F. RESET COLUMNS AND DISASSEMBLE CENTER WING

The CONTRACTOR shall temporarily dismantle rafters in the center wing and salvage/store wood for reinstallation in a future phase where possible. The CONTRACTOR shall reset/plumb the columns and beam frames along grid A-4, D-4, per the S511 Sections & Details. Once the approximately 10"x10" columns are in place, the CONTRACTOR shall install kickers or a system of cable braces to brace the columns along grid 4 in the north-south direction. As noted at C01 on the S103 Roof Framing Plan, the center wing is collapsing (approximately a 950 square foot area). The CONTRACTOR shall disassemble the remainder of the collapsing center wing while keeping the back wall intact, documenting each element with photographs during disassembly. The CONTRACTOR shall organize by kind and store the documented elements on pallets/crates at a location determined by the OWNER for future reinstallation. Once the debris is cleared, if existing foundation elements or framing members cannot be used to connect the kickers, new concrete footers may be needed.

Measurement and Payment

Payment for this task will be made at the unit price per labor hour bid under Item 3.0 of the Bid Schedule. Hours will be measured to the nearest one-half (0.5) hour. The price bid for providing labor hours to perform stabilization repairs shall include all labor, tools, equipment, salaries, and any other items necessary and incidental to complete the tasks described in Item 3.0. Payment shall be made as this Item is completed and approved by the PROJECT MANAGER.

ITEM 4.0 PERMANENT MATERIALS BUDGET

This Item provides a budget to be used for purchase and delivery of materials required to stabilize the North London Mill. Construction materials may include any items deemed necessary to successfully complete the critical stabilization of the North London Mill, as outlined in the attached North London Mill Stabilization of Critical Items Construction Documents. The CONTRACTOR will be required to purchase and supply to the project site any requested materials or an approved equivalent alternative. Cost of requested materials must be authorized by the PROJECT MANAGER prior to purchasing. Itemized receipts for all materials must be included with project invoices. This Item will be used to purchase materials needed only under Item 3.0. It will not be used to purchase materials specified under any other Bid Item in these specifications. This Item will have a fixed price of $35,000.00 established on the Bid Schedule. Full expenditure of this Item is not guaranteed.

The Table below is the Engineer's Opinion of Probable Materials Estimate for bidding purposes only. Actual quantities may vary to complete the project. Note that materials necessary for temporary shoring (i.e. wood, steel, aluminum) of the structure where necessary during construction or tools/materials necessary to plumb the building are not included in the materials list.

North London Mill Stabilization - Materials List Estimate			
Item No.	**Description**	**Unit**	**Qty.**
1	Heavy Timber Elements (approx. 10" x 10", field verify all dimensions)	LF	100
2	Pressure Treated Heavy Timber Elements (approx. 10" x 12", field verify all dimensions)	LF	140
3	Reinforced Concrete	CF	9
4	1" diameter thru bolts (verify lengths in field)	EA	6
5	1/2" diameter steel wire rope	LF	150
6	Steel L8x8x1/2 x 0'-10" with stiffener plate	EA	24
7	1/2" diameter thru bolts (verify lengths in field)	EA	68

8	Steel Plate (1/2x9x1'-8")	EA	4
9	Steel Plate (1/2x9x2'-7")	EA	2

Measurement and Payment

Payment for this Item will be reflected under Item 4.0 of the Bid Schedule and will be made based on the CONTRACTOR's frequent submission of daily job logs and itemized receipts for the requested items delivered to the project site upon approval by the PROJECT MANAGER. Payment will include documented receipt value of items requested plus an additional twenty percent (20%) of the documented receipt value. Such Payment will be considered full compensation for provision of the requested item and delivery to the project site. An up-to-date spreadsheet will be kept to track expenses under this material budget.

ITEM 5.0 BACKFILL FEATURE ID: 02

This work shall consist of machine backfilling the mine opening with on-site materials from a location determined by the OWNER, project monumentation, and erosion control as designated in the Specification 2.0, Backfill Closure of the *General Bid Specifications, 2009*. The CONTRACTOR shall dig out the opening, remove the wood, and set the elements to the side in the salvage area. Per the cultural report, this water-filled, vertical opening is identified as a "plank-lined pit", and its original use is unknown. It is located near the southeastern corner of the mill. The CONTRACTOR may use on-site rock backfill materials, only if permission is obtained from the landowner by the CONTRACTOR and with the approval of the PROJECT MANAGER.

Measurement and Payment

There will be no measurement for payment. Payment for this item will be reflected in a lump sum quote under Item 5.0 on the Bid Schedule. This lump sum quote will cover all costs for backfilling the hazard, including all supplies, materials, labor, tools, equipment, salaries, and any other items necessary and incidental to complete the tasks described in Item 5.0. Payment shall be made as this Item is completed and approved by the PROJECT MANAGER.

ITEM 6.0 ADDITIONAL MANUAL LABOR (NOT GUARANTEED)

This item includes manual labor time for three hundred (300) hours of additional labor time due to unforeseen tasks necessary to complete the project as directed by the PROJECT MANAGER. Additional labor time will start as directed by the PROJECT MANAGER. A labor hour is defined as one person working for one hour. The manual labor hours in Additional Bid Item 6.0 are **NOT GUARANTEED**.

Measurement and Payment

Payment for this item will be reflected under Additional Item 6.0 of the Bid Schedule as an hourly unit price for labor hours worked, not to exceed three hundred (300) hours. No travel time is allowed. Labor hours will be measured to the nearest one-half (0.5) hour and paid at

the unit price in Item 6.0 on the Bid Schedule. The price bid for providing labor hours to perform stabilization repairs shall include all labor, tools, equipment, salaries, and any other items necessary and incidental to complete the tasks. Payment for this item will be upon completion and approval by the PROJECT MANAGER**.** The additional labor hours in Bid Item 6.0 are **NOT GUARANTEED.**

ITEM 7.0 ADDITIONAL MATERIAL BUDGET (NOT GUARANTEED)

This Item provides an additional budget to be used for purchase and delivery of materials required to stabilize the North London Mill. Construction materials may include any items deemed necessary to successfully complete the critical stabilization of the North London Mill, as outlined in the attached North London Mill Stabilization of Critical Items Construction Documents. Additional material budget will start as directed by the PROJECT MANAGER. The CONTRACTOR will be required to purchase and supply to the project site any requested materials or an approved equivalent alternative. Cost of requested materials must be authorized by the PROJECT MANAGER prior to purchasing. Itemized receipts for all materials must be included with project invoices. This Item will have a fixed price of $15,000.00 established on the Bid Schedule. Full expenditure of this Item is not guaranteed. The material budget in Additional Bid Item 7.0 is **NOT GUARANTEED**.

Measurement and Payment

Payment for this Item will be reflected under Additional Item 7.0 of the Bid Schedule and will be made based on the CONTRACTOR's frequent submission of daily job logs and itemized receipts for the requested items delivered to the project site upon approval by the PROJECT MANAGER. Payment will include documented receipt value of items requested plus an additional twenty percent (20%) of the documented receipt value. Such Payment will be considered full compensation for provision of the requested item and delivery to the project site. An up-to-date spreadsheet will be kept to track expenses under this additional material budget. The additional material budget in Bid Item 7.0 is **NOT GUARANTEED**.

ITEM 8.0 ROUGH TERRAIN FORKLIFT W/ OPERATOR (NOT GUARANTEED)

If required, this Item is to provide mobilization and up to five (5) hours of equipment operation time with competent operator for a rough terrain forklift or a machine with similar capabilities (Cat® TL642 or equivalent). This Item is **NOT GUARANTEED**. The number of hours indicated above is estimated. It is impossible to determine in advance the actual number of hours that the equipment will be required to be used, or to guarantee that any additional equipment time will be necessary.

"Operation" means time spent in performing work, as well as time necessary for moving equipment around the work site when directed by the PROJECT MANAGER. However, "operation" does not include time spent in transporting the equipment to the initial work site, removing the equipment when all work has been completed, transporting the equipment away from and returning it to the work site in the event of a temporary or seasonal suspension of operation, maintenance of the equipment, any time during which the equipment is "bogged down" or otherwise not working, nor for any periods when operations are suspended by the PROJECT MANAGER.

Measurement and payment

Payment for this task will be made at the unit prices established in Item 8.0 of the Bid Schedule. The number of hours each piece and type of equipment used as directed by the PROJECT MANAGER under this specification will be counted to the nearest one-half (0.5) hour, not to exceed five (5) hours. Such payment shall include the cost of all materials, accessories, labor, maintenance, operating supplies, salaries of operators, and any other expenses incidental to the operation of the equipment to complete the tasks as described in Item 8.0. No additional payment will be made for hauling equipment to or away from the work site, except as may be proper under Mobilization and Demobilization. The labor hours in Additional Bid Item 8.0 are **NOT GUARANTEED**.

ITEM 9.0 MINI EXCAVATOR W/ OPERATOR (NOT GUARANTEED)

If required, this Item is to provide mobilization and up to ten (10) hours of equipment operation time with competent operator for a mini excavator or a machine with similar capabilities (Bobcat® E85 or equivalent). This Item is **NOT GUARANTEED**. The number of hours indicated above is estimated. It is impossible to determine in advance the actual number of hours that the equipment will be required to be used, or to guarantee that any additional equipment time will be necessary.

"Operation" means time spent in performing work, as well as time necessary for moving equipment around the work site when directed by the PROJECT MANAGER. However, "operation" does not include time spent in transporting the equipment to the initial work site, removing the equipment when all work has been completed, transporting the equipment away from and returning it to the work site in the event of a temporary or seasonal suspension of operation, maintenance of the equipment, any time during which the equipment is "bogged down" or otherwise not working, nor for any periods when operations are suspended by the PROJECT MANAGER.

Measurement and payment

Payment for this task will be made at the unit prices established in Item 9.0 of the Bid Schedule. The number of hours each piece and type of equipment used as directed by the PROJECT MANAGER under this specification will be counted to the nearest one-half (0.5) hour, not to exceed ten (10) hours. Such payment shall include the cost of all materials, accessories, labor, maintenance, operating supplies, salaries of operators, and any other expenses incidental to the operation of the equipment to complete the tasks as described in Item 9.0. No additional payment will be made for hauling equipment to or away from the work site, except as may be proper under Mobilization and Demobilization. The labor hours in Additional Bid Item 9.0 are **NOT GUARANTEED**.

PROJECT OBSERVATION

The PROJECT MANAGER and structural engineer will visit the project site periodically to monitor and observe construction activities and ensure that each work item is completed and constructed to design specifications. A field observation report will be issued by the structural engineer after each visit to the site, not to exceed three visits. The PROJECT

MANAGER will be available during regular business hours (8:00 A.M. to 5:00 P.M.) on weekdays. Inspections will not be scheduled on weekend days or holidays without prior approval of the PROJECT MANAGER. It is the CONTRACTOR'S responsibility to schedule inspections with the PROJECT MANAGER, so as not to delay the work.