

**Application Type:**

<input checked="" type="checkbox"/> Conceptual Review	<input type="checkbox"/> Preliminary PUD	<input type="checkbox"/> Temporary Use
<input type="checkbox"/> Subdivision, Preliminary	<input type="checkbox"/> Final PUD	<input type="checkbox"/> Variance
<input type="checkbox"/> Subdivision, Final	<input type="checkbox"/> Rezone	<input type="checkbox"/> Conditional Use
<input type="checkbox"/> Plat Correction/ Vacation	<input type="checkbox"/> Special Use	<input type="checkbox"/> Other: _____

**PROJECT NAME:**

**APPLICANT**

Name(s):  Phone #:

Address:

City, State, Zip:

2nd Phone #:  Email:

**OWNER**

Name(s):  Phone #:

Address:

City, State, Zip:

2nd Phone #:  Email:

**TECHNICAL REPRESENTATIVE (Consultant, Engineer, Surveyor, Architect, etc.)**

Name:  Phone #:

Address:

City, State, Zip:

2nd Phone #:  Email:

## DESCRIPTION OF SITE

Address:	see attached list of parcel numbers
City, State, Zip:	
Area (acres or square feet):	238 acres
Tax Assessor Parcel Number	see attached list of parcels
Existing Zoning:	Agriculture
Existing Land Use:	Agriculture
Proposed Land Use:	Gravel Mine, Water Storage

I hereby certify that I am making this application as owner of the above described property or acting under the authority of the owner (attached authorization, if not owner). I am familiar with all pertinent requirements, procedures, and fees of the County. I understand that the Application Review Fee is non-refundable. All statements made on this form and additional application materials are true to the best of my knowledge and belief.

Name: W. Chance Allen Date: 6-5-2020

Owner's Printed Name

Name: W. Chance Allen

Owner's Signature



4/29/2020 3:16:28 PM - DRAWING1.DWG - ANDRYAUSKAS, JEREMY

CERTIFICATION:  
THIS MAP WAS ORIGINALLY PREPARED & CERTIFIED BY TETRATECH,  
3/15/2019, PROJECT NUMBER 200-23514-18004. MODIFIED BY MARK  
SPANIEL WITH LAFARGEHOLCIM 4/30/2020.

TUCSON SOUTH RESOURCE  
PRE-MINING AND MINING PLAN MAPS



**TETRA TECH**

www.tetratech.com  
1900 S. Sunset St., Ste. 14E  
Longmont, CO 80501  
Phone: (303) 772-6262

MARK	DATE	DESCRIPTION	BY
1	7/8/19	FIRST ADEQUACY REVIEW RESPONSE	TH
2	9/16/19	SECOND ADEQUACY REVIEW RESPONSE	TH
3	11/6/19	THIRD ADEQUACY REVIEW RESPONSE	TH
4	4/30/20	NOT MINING SOUTH AREA UPDATE	MES

AGGREGATE INDUSTRIES - WCR, INC.  
TUCSON SOUTH  
RESOURCE

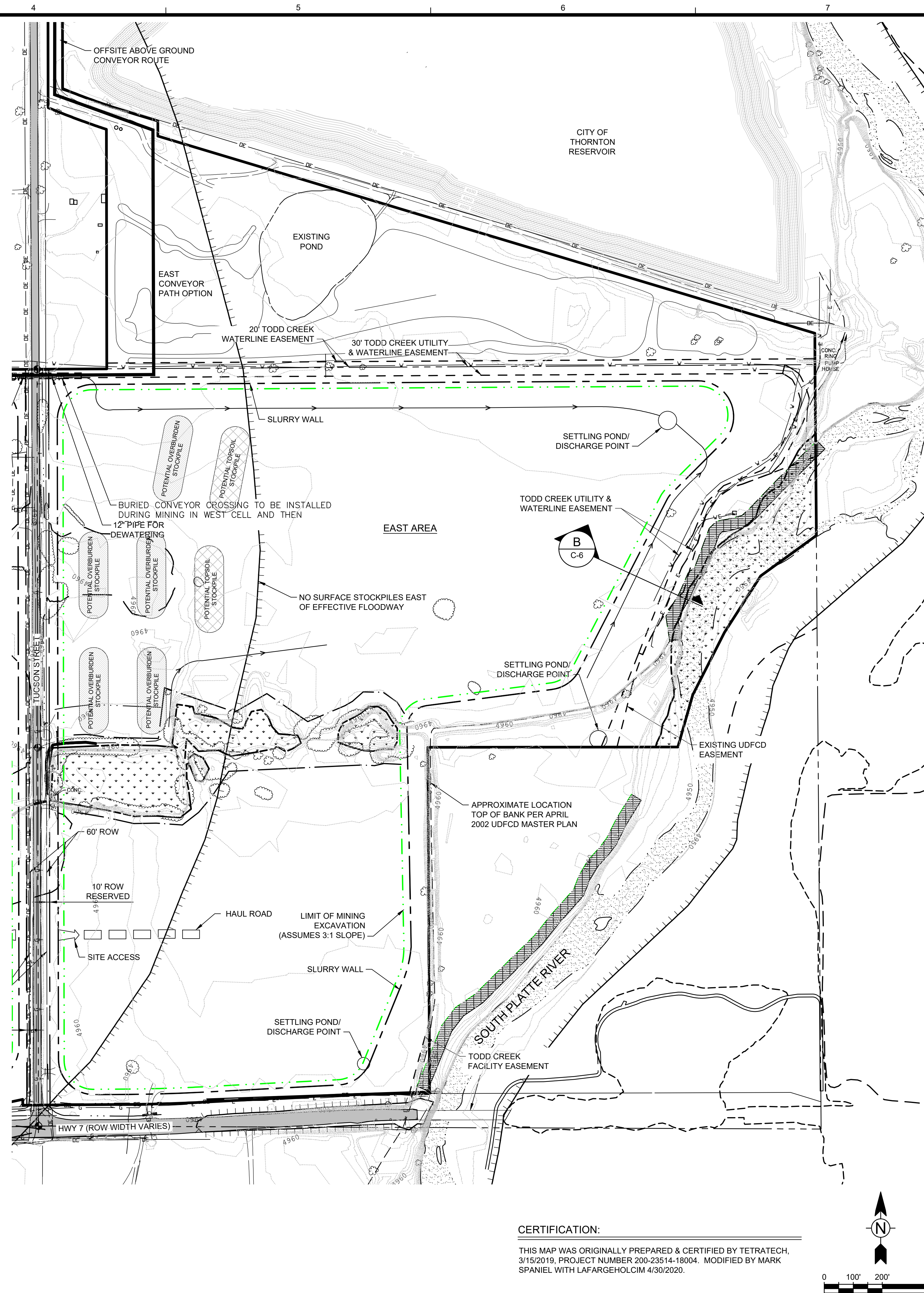
EXHIBIT C  
COVER SHEET & MINING NOTES

Project No.: 200-23514-18004  
Designed By: JAB  
Drawn By: JJA  
Checked By: JAB

**C-1**  
EXHIBIT

Copyright Tetra Tech  
Bar Measures 1 inch





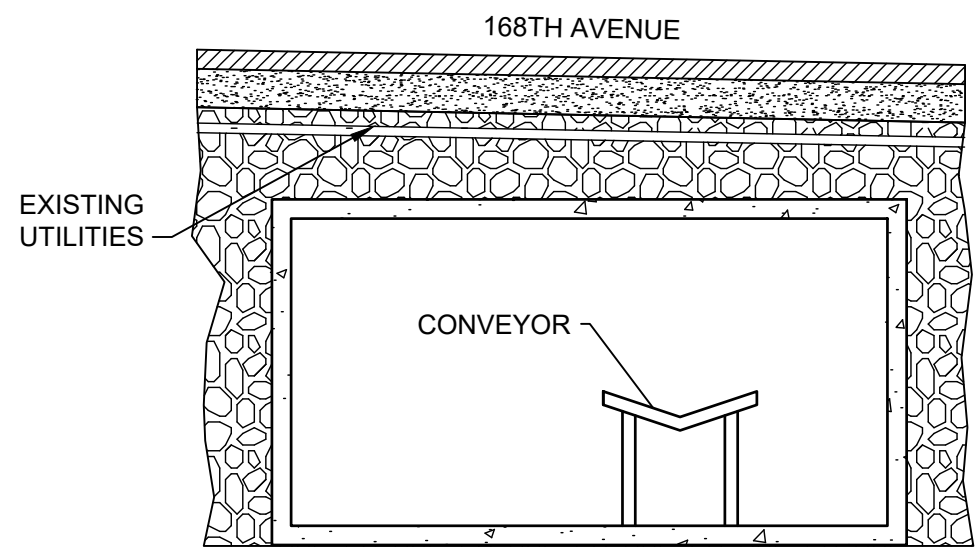
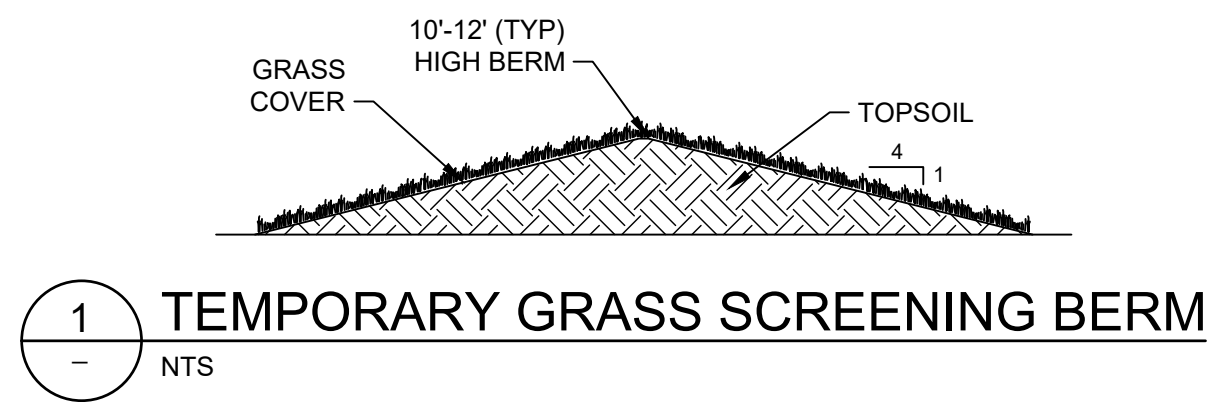
MARK	DATE	DESCRIPTION	BY
1	7/8/19	FIRST ADEQUACY REVIEW RESPONSE	TH
2	9/16/19	SECOND ADEQUACY REVIEW RESPONSE	TH
3	11/8/19	THIRD ADEQUACY REVIEW RESPONSE	TH
4	5/1/20	REMOVE SOUTH AREA FROM MINING PLAN	MES

AGGREGATE INDUSTRIES - WCR, INC.  
TUCSON SOUTH  
RESOURCE  
EXHIBIT C  
EAST & WEST  
AREA MINING PLAN

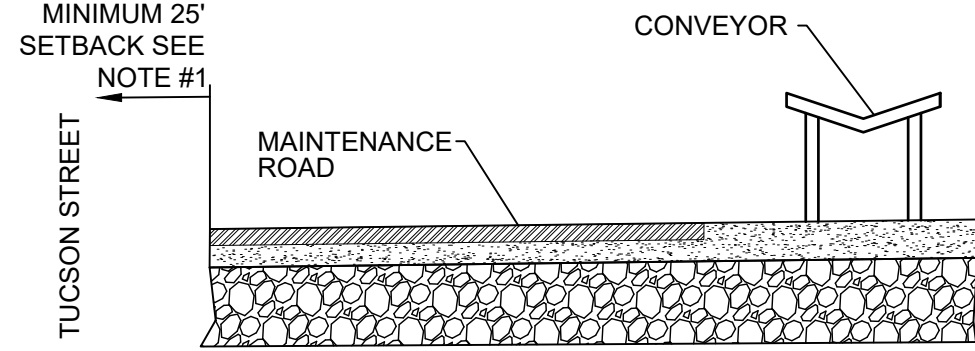
Project No.:	200-23514-18004
Designed By:	
Drawn By:	
Checked By:	
<b>C-4/C-5</b>	
EXHIBIT	
Bar Measures 1 inch	



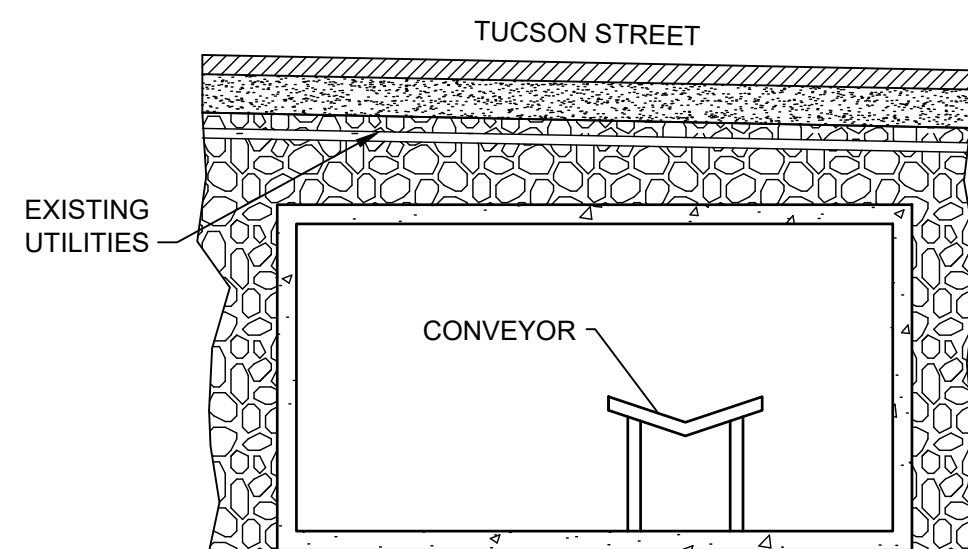
7/1/2019 9:36:08 AM - C:\PROJECTS\DENVER\235141\33-23514-17005\CAD\SHEETFILES\DRMS\5 EXHIBIT C EAST AREA (PHASE 3) MINING PLAN.DWG - ANDRYAUSKAS, JEREMY



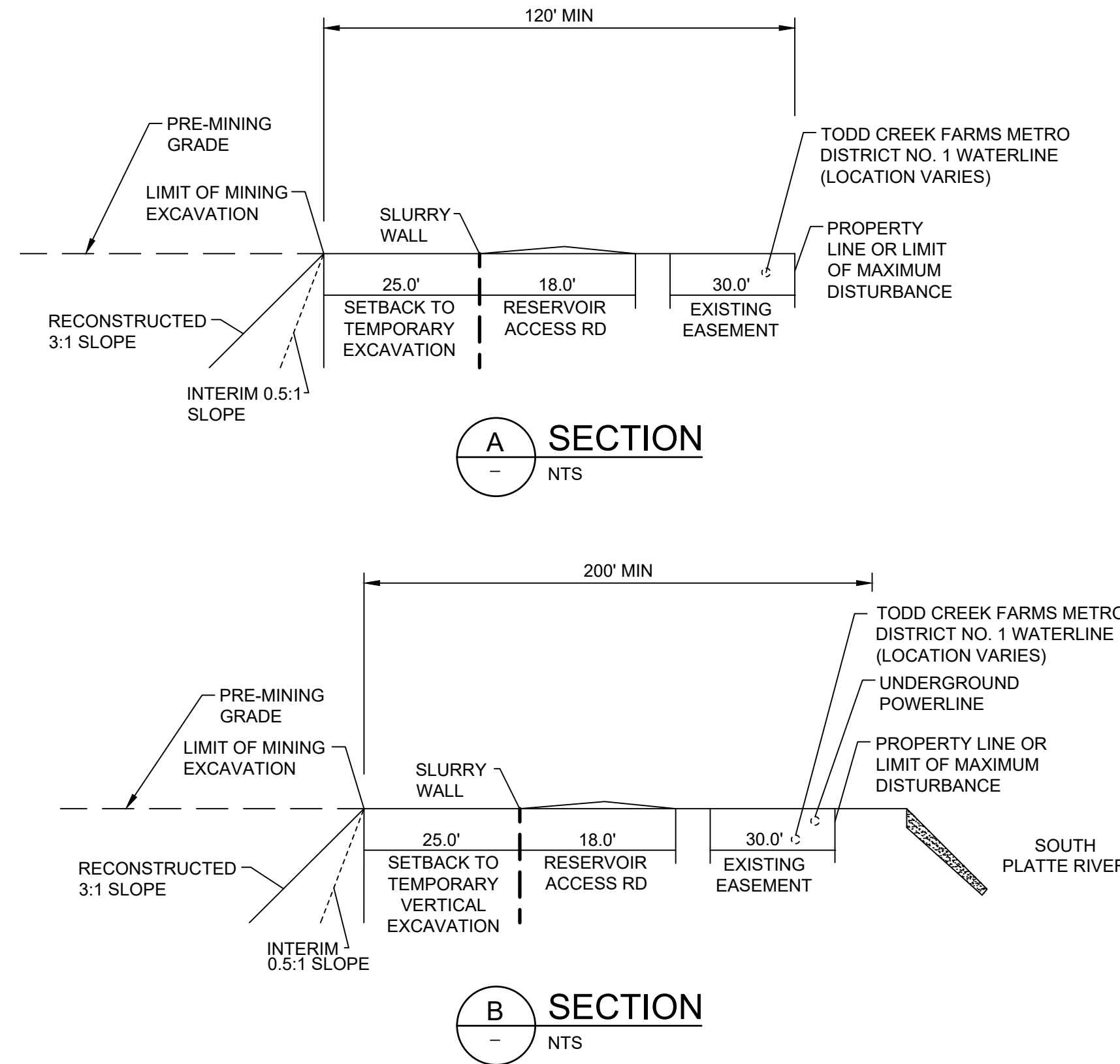
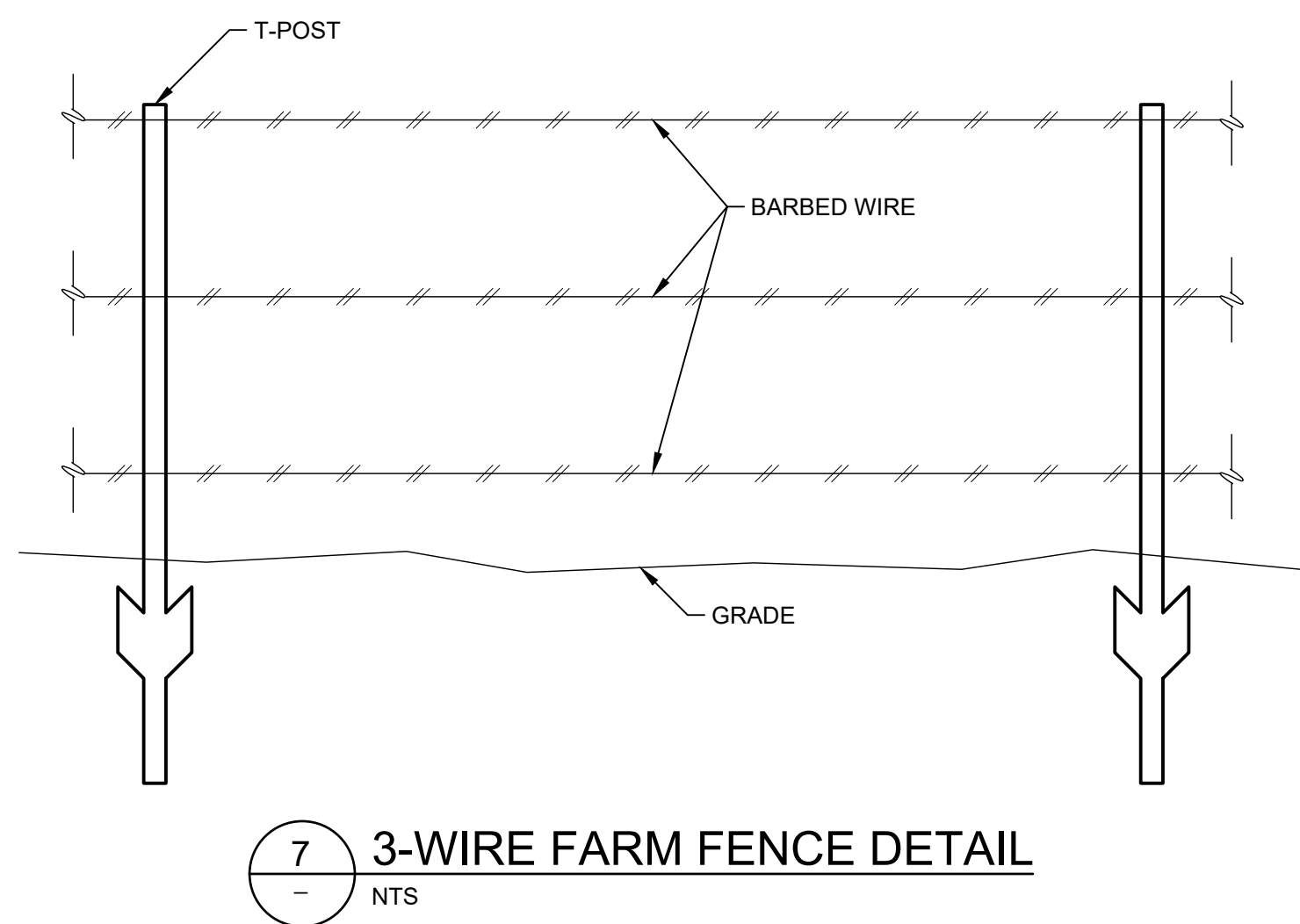
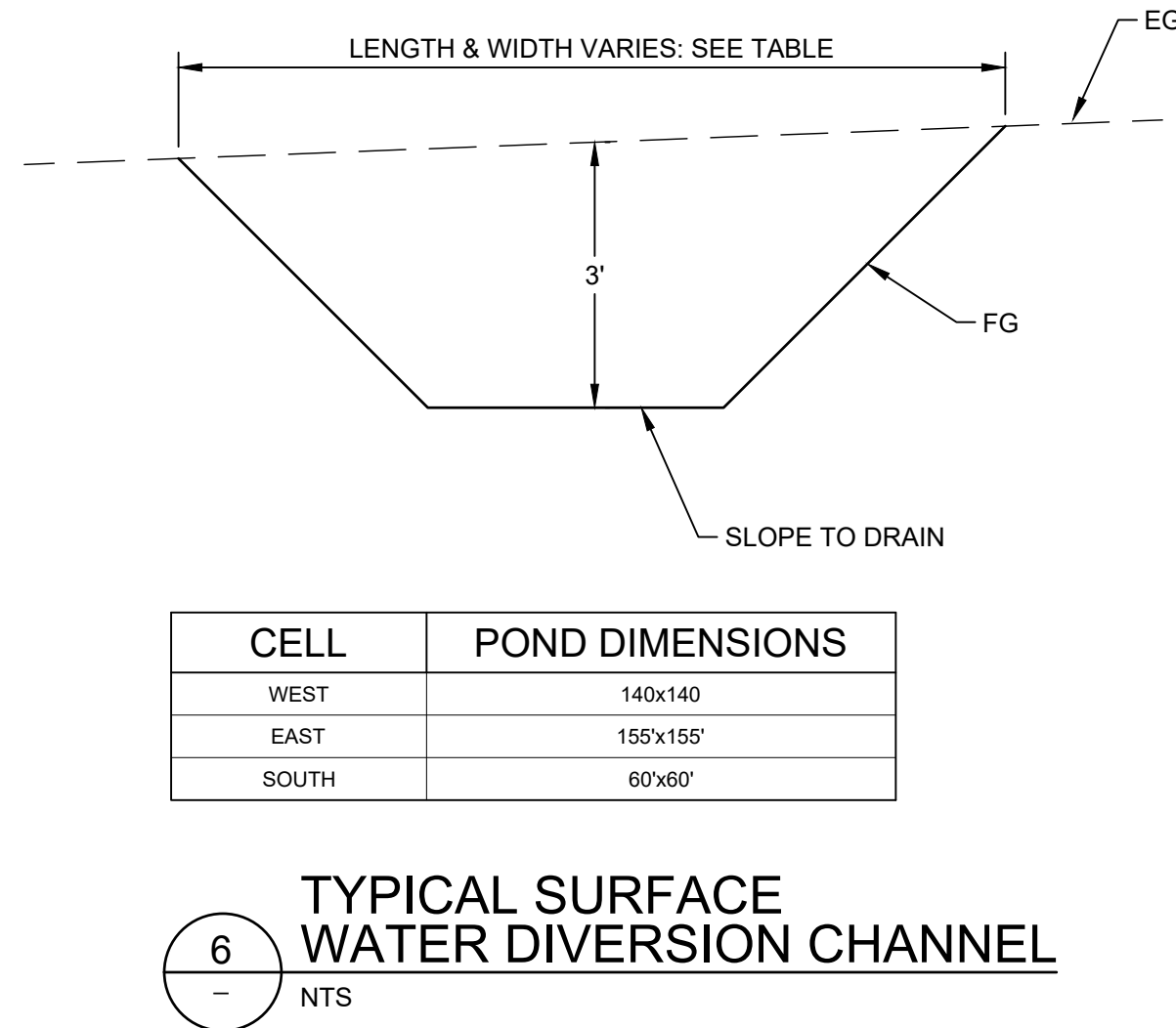
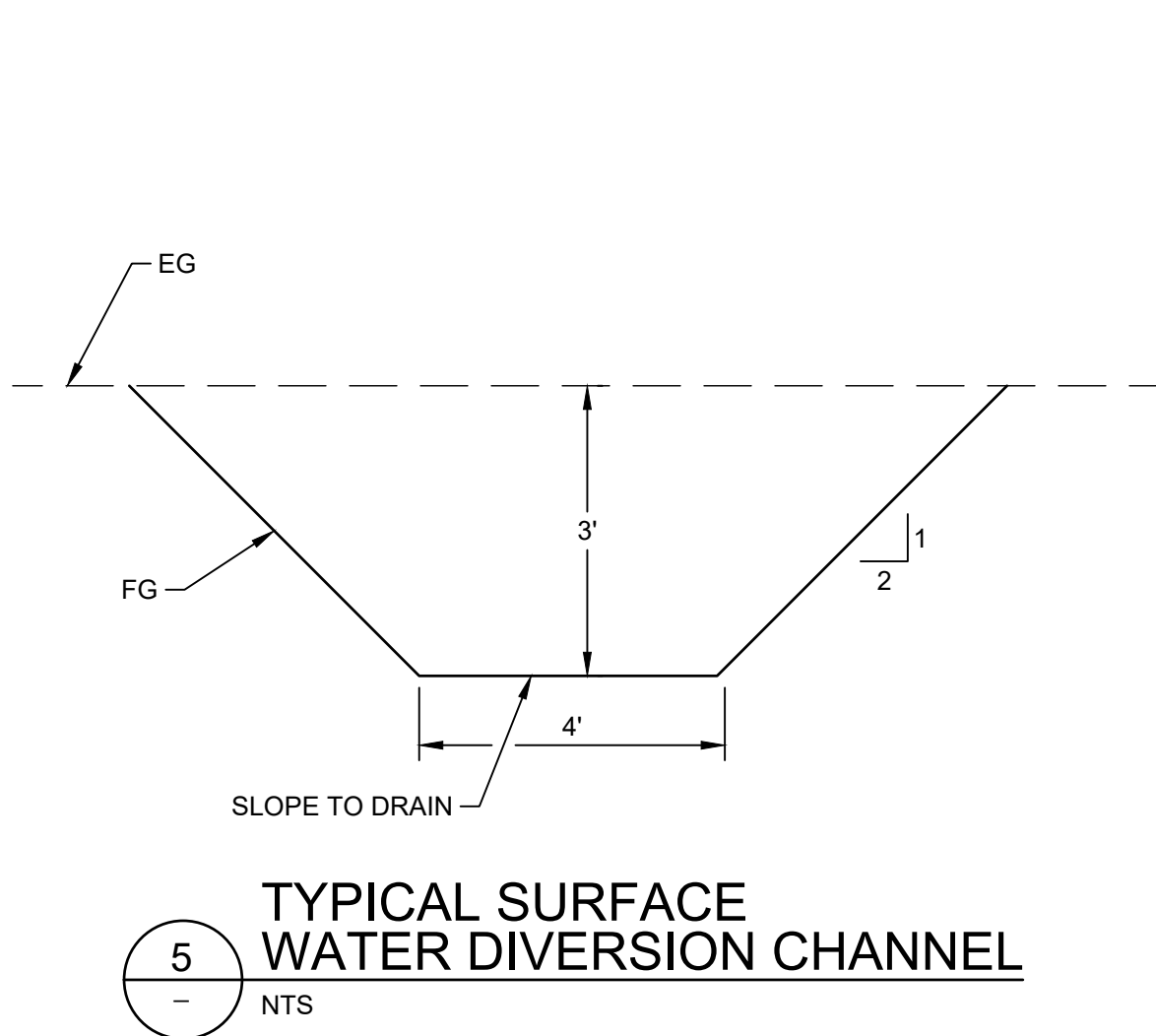
- NOTE:
1. THIS DETAIL IS INTENDED TO BE CONCEPTUAL DESIGN. INSTALLATION OF THE CONVEYOR CROSSING BOX UNDER 168TH AVENUE IS SUBJECT TO APPROVAL OF ADAMS COUNTY AND WELD COUNTY PUBLIC WORKS DEPT. AND COORDINATION WITH EXISTING UTILITIES.
  2. CONVEYOR UNDER 168TH STREET WILL BE PERMITTED THROUGH AN AMENDMENT TO WATTENBERG LAKES (M-2004-051) 112 PERMIT.



- NOTE:
1. CONVEYOR ACCESS AND MAINTENANCE ROAD SHALL BE SETBACK A MINIMUM OF 25' FROM TUCSON STREET.



- NOTE:
1. THIS DETAIL IS INTENDED TO BE CONCEPTUAL DESIGN. INSTALLATION OF THE CONVEYOR CROSSING BOX UNDER TUCSON STREET IS SUBJECT TO APPROVAL OF ADAMS COUNTY AND WELD COUNTY PUBLIC WORKS DEPT. AND COORDINATION WITH EXISTING UTILITIES.



CERTIFICATION:

THIS MAP WAS PREPARED BY TETRA TECH IN COOPERATION WITH AGGREGATE INDUSTRIES-WCR, INC. AGGREGATE INDUSTRIES-WCR, INC. WILL KEEP THE DIVISION OF RECLAMATION, MINING, AND SAFETY INFORMED OF ANY CHANGES TO THE MINING OR RECLAMATION PLANS THROUGH ANNUAL REPORTS AND FILE TECHNICAL REVISIONS OR AMENDMENT APPLICATIONS AS NECESSARY THROUGHOUT THE LIFE OF THE MINE.

THOMAS HESEMANN 3/15/2019  
DATE

TETRA TECH

www.tetratech.com

1900 S. Sunset St. Ste. 1-E  
Longmont, CO 80501  
Phone: (303) 772-5282

MARK	DATE	DESCRIPTION	BY	TH
1	3/15/19	FIRST ADEQUACY REVIEW RESPONSE		

AGGREGATE INDUSTRIES - WCR, INC.

TUCSON SOUTH  
RESOURCE

EXHIBIT C

MINING PLAN DETAILS

Project No.: 200-23514-18004

Designed By: JAB

Drawn By: JJA

Checked By: JAB

C-6

EXHIBIT

Bar Measures 1 inch

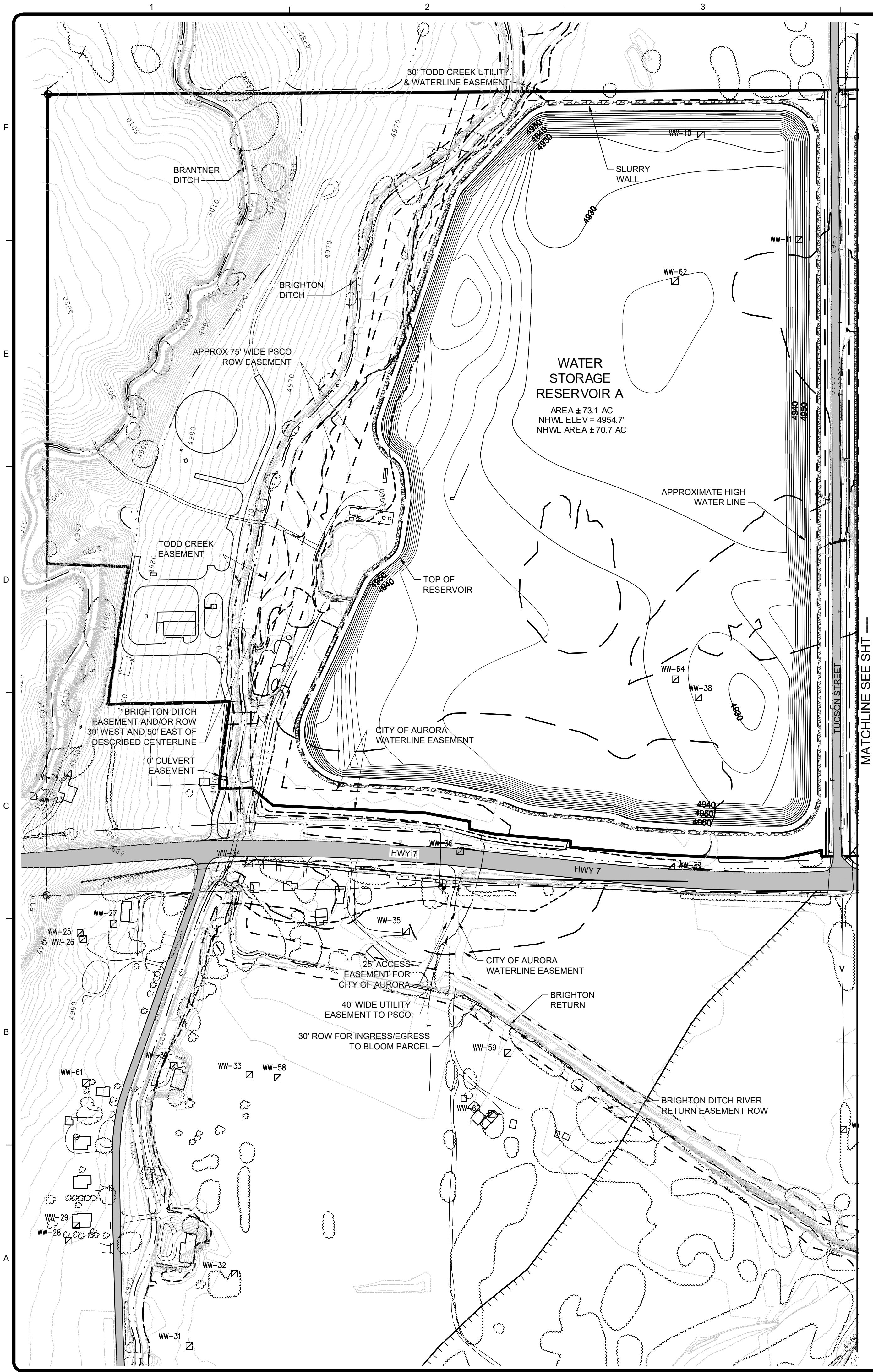
Copyright: Tetra Tech







4/29/2020 3:16:28 PM - DRAWING1.DWG - ANDRYAUSKAS, JEREMY





This topographic map illustrates the proposed Water Storage Reservoir B and its surrounding environment. The reservoir is centrally located, with its topography defined by contour lines ranging from 4890 to 4950 feet. Key features include:

- Water Storage Reservoir B:** An area of approximately 85.2 AC, with a Normal High Water Level (NHWL) elevation of 4953.4' and a Normal Low Water Level (NHL) area of approximately 82.7 AC. The reservoir is bounded by a slurry wall and a top of reservoir line.
- Reclaimed Upland Meadow:** Located to the north of the reservoir, this area is shown with a stippled pattern.
- Infrastructure and Easements:**
  - 20' Todd Creek Waterline Easement:** Located to the north of the reservoir.
  - 30' Todd Creek Utility & Waterline Easement:** Located to the east of the reservoir.
  - Todd Creek Facility Easement:** Located to the south of the reservoir.
  - Todd Creek Utility & Waterline Easement:** Located to the east of the reservoir.
  - Existing UDFCD Easement:** Located to the south of the reservoir.
- Geographic Context:**
  - Lucas Street:** Runs vertically along the western edge of the map.
  - HWY 7:** Runs horizontally along the southern edge of the map.
  - Morgan Smith Nature Area (City of Brighton):** Located to the south of the reservoir.
  - South Platte River:** Located to the south of the reservoir, with a direction of flow indicated.
- Other Features:**
  - Slurry Wall:** A boundary line for the reservoir.
  - Top of Reservoir:** A line indicating the highest point of the reservoir.
  - Approximate High Water Line:** A line indicating the approximate high water level.
  - Approximate Location of the South Platte River Top of Channel:** A line indicating the approximate location of the river's top of channel.

The map also includes various labels for easements and other features, such as "20' TODD CREEK WATERLINE EASEMENT", "30' TODD CREEK UTILITY & WATERLINE EASEMENT", "TODD CREEK UTILITY & WATERLINE EASEMENT", "TODD CREEK FACILITY EASEMENT", "EXISTING UDFCD EASEMENT", "MORGAN SMITH NATURE AREA (CITY OF BRIGHTON)", "SOUTH PLATTE RIVER DIRECTION OF FLOW", and "APPROXIMATE LOCATION OF THE SOUTH PLATTE RIVER TOP OF CHANNEL PER APRIL 2002 UDFCD MASTER PLAN STUDY BY CAMP, DRESSER AND MCKEE".

Bar Measures 1 inch




CONSENT TO PERMITTING ACTIVITIES

This Consent is granted by the City of Aurora, whose address is 15151 E. Alameda Parkway, Suite 3200, Aurora, Colorado, 80012, in favor of Aggregate Industries-WCR, Inc. ("AI"), whose address is 1687 Cole Boulevard, Suite 300, Golden, CO 80401.

Aurora and AI are parties to a purchase and sale agreement pertaining to gravel pit reservoirs near Brighton, Colorado, and are in the process of amending said agreement. The parties contemplate that certain lands now owned by Aurora and described in Exhibit A hereto (the "Real Property"), will be mined by AI pursuant to the amended agreement.

Aurora hereby consents to AI's inclusion of the Real Property in all federal, state and local permit applications necessary for AI to conduct a sand and gravel mining operation on the Real Property. This Consent will automatically terminate in the event AI and Aurora have not entered into an amended agreement providing for AI's mining of the Real Property by December 31, 2020.

  
\_\_\_\_\_  
Hector Reynoso, Manager  
Real Property Services Division  
Public Works Department  
City of Aurora

STATE OF COLORADO     )  
  ) ss  
COUNTY OF ARAPAHOE   )

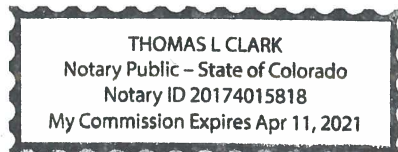
The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of June, 2020 by Hector Reynoso, Manager, Real Property Services Division, Public Works Department, City of Aurora, Colorado.

Witness my hand and official seal.

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

My commission expires: April 11, 2021

(SEAL)







# Adams County Treasurer

## Receipt of Tax Payment

Account	Parcel Number	Receipt Date	Effective Date	Receipt Number
R0008076	0157101000016	Apr 24, 2020	Apr 23, 2020	2020-04-23-GE-6731

AGGREGATE INDUSTRIES-WCR INC  
1687 COLE BLVD STE 300  
GOLDEN, CO 80401-3318

Situs Address	Payor
TUSCON SOUTH RESOURCE M2004044	AGGREGATE INDUSTRIES MGMT INC 24 CROSBY DRIVE BEDFORD MA 01730

Legal Description
TUCSON SOUTH RESOURCE M-2004-044 EXC HIWAY AND EXC W 30 FT 30/119A SECT,TWN,RNG:1-1-67 DESC: SW4 SE4 EXC PARC IN NW COR

Property Code	Actual	Assessed	Year	Area	Mill Levy
1276 - 1276	114,484	8,190	2019	290	92.196
AG FLOOD IRRG LAND - 4117	24,286	7,040	2019	290	92.196
FARM/RANCH BLDG - 4279	32,197	9,340	2019	290	92.196

### Payments Received

Check Multi-Account Payment  
Check Number 4000199876  
Payor AGGREGATE INDUSTRIES MGMT INC

### Payments Applied

Year	Charges	Billed	Prior Payments	New Payments	Balance
2019	Tax Charge	\$2,265.26	\$0.00	\$1,132.63	\$1,132.63
				\$1,132.63	\$1,132.63
				<b>Balance Due as of Apr 23, 2020</b>	<b>\$1,132.63</b>

WE ARE EXPANDING TO SERVE YOU BETTER! WATCH FOR NEW LOCATIONS ON OUR WEBSITE!

4430 S ADAMS COUNTY PKWY C2436  
BRIGHTON CO 80601  
MON - FRI 7 AM - 5 PM

720-523-6160

ALL CHECKS ARE SUBJECT TO FINAL COLLECTION. THANK YOU FOR YOUR PAYMENT!





# Adams County Treasurer

## Receipt of Tax Payment

Account	Parcel Number	Receipt Date	Effective Date	Receipt Number
R0008076	0157101000016	Apr 24, 2020	Apr 23, 2020	2020-04-23-GE-6731

AGGREGATE INDUSTRIES-WCR INC  
1687 COLE BLVD STE 300  
GOLDEN, CO 80401-3318

Situs Address	Payor
TUSCON SOUTH RESOURCE M2004044	AGGREGATE INDUSTRIES MGMT INC 24 CROSBY DRIVE BEDFORD MA 01730

Legal Description
TUCSON SOUTH RESOURCE M-2004-044 EXC HIWAY AND EXC W 30 FT 30/119A

Property Code	Actual	Assessed	Year	Area	Mill Levy
1276 - 1276	114,484	8,190	2019	290	92.196
AG FLOOD IRRG LAND - 4117	24,286	7,040	2019	290	92.196
FARM/RANCH BLDG - 4279	32,197	9,340	2019	290	92.196

Payments Received	
Check	Multi-Account Payment
Check Number 4000199876	
Payor AGGREGATE INDUSTRIES MGMT INC	

Payments Applied					
Year	Charges	Billed	Prior Payments	New Payments	Balance
2019	Tax Charge	\$2,265.26	\$0.00	\$1,132.63	\$1,132.63
				\$1,132.63	\$1,132.63
				Balance Due as of Apr 23, 2020	\$1,132.63

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4430 S ADAMS COUNTY PKWY C2436  
BRIGHTON CO 80601  
MON - FRI 7 AM - 5 PM

720-523-6160

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# Statement Of Taxes Due

Account Number R0008077

Assessed To

Parcel 0157101000017

CITY OF AURORA  
15151 E ALAMEDA PKWY  
AURORA, CO 80012-1555

## Legal Description

## Situs Address

SECT,TWN,RNG:1-1-67 DESC: BEG AT NW COR SW4 SE4 TH E 880 FT TH S 250 FT TH W 880 FT TO W LN SD SW4 SE4 TH N 250 FT TO POB EXC W 30 FT 4/83A 0

Year	Tax	Interest	Fees	Payments	Balance
Grand Total Due as of 06/05/2020					\$0.00

Tax Billed at 2019 Rates for Tax Area 290 - 290

Authority	Mill Levy	Amount	Values	Actual	Assessed
RANGEVIEW LIBRARY DISTRICT	3.6770000	\$0.00	TOWNS LND	\$120,750	\$35,020
FIRE DISTRICT 6	11.7950000	\$0.00	Total	\$120,750	\$35,020
GENERAL	22.7930000	\$0.00			
RETIREMENT	0.3140000	\$0.00			
ROAD/BRDGE	1.3000000	\$0.00			
DEVELOPMENTALLY DISABLED	0.2570000	\$0.00			
SD 27 BOND (Brighton)	22.0690000	\$0.00			
SD 27 GENERAL (Brighton)	26.7410000	\$0.00			
URBAN DRAINAGE SOUTH PLATTE	0.0970000*	\$0.00			
URBAN DRAINAGE & FLOOD CONT	0.9000000	\$0.00			
SOCIAL SERVICES	2.2530000	\$0.00			
Taxes Billed 2019	92.1960000	\$0.00			

\* Credit Levy

Tax amounts are subject to change due to endorsement, advertising, or fees.

Please call the office to confirm amount due after August 1st.

All Tax Lien Redemption payments must be made with cash or cashier's check.

Adams County Treasurer  
4430 S Adams County Parkway Suite C2436  
Brighton, CO 80601  
720-523-6160





# Statement Of Taxes Due

Account Number R0008078

Assessed To

Parcel 0157101000018

AGGREGATE INDUSTRIES - WCR INC  
1707 COLE BLVD STE 100  
GOLDEN, CO 80401-3219

## Legal Description

## Situs Address

SECT,TWN,RNG:1-1-67 DESC: BEG AT SW COR SEC 1 TH N 1449 FT TH S 84D 05M E 1334/7 FT TO POB TH S 69D 18M E 260/7 0  
FT TH N 07D 32M E 171/6 FT TH N 69D 18M W 260/7 FT TH S 07D 32M W 171/6 FT TO POB 1A

Year	Tax	Interest	Fees	Payments	Balance
<b>Tax Charge</b>					
2019	\$163.76	\$3.28	\$0.00	\$0.00	\$167.04
Total Tax Charge					\$167.04
<b>Lien</b>					
2018 Lien: 2019-18887	\$54.68	\$4.37	\$0.00	\$0.00	\$59.05
2018	\$0.00	\$0.00	\$7.00	\$0.00	\$7.00
Total Lien					\$66.05
<b>GRAND TOTAL</b>					<b>\$233.09</b>
<b>Grand Total Due as of 06/05/2020</b>					<b>\$233.09</b>

Tax Billed at 2019 Rates for Tax Area 294 - 294

Authority	Mill Levy	Amount	Values	Actual	Assessed
RANGEVIEW LIBRARY DISTRICT	3.6770000	\$6.29	UNIM LND 35-99.99 AC	\$5,900	\$1,710
CENTRAL COLO WATER CONSERVA	1.2860000	\$2.20			
CENTRAL COLO GROUND WATER S	2.2790000	\$3.90	Total	\$5,900	\$1,710
FIRE DISTRICT 6	11.7950000	\$20.17			
GENERAL	22.7930000	\$38.97			
RETIREMENT	0.3140000	\$0.54			
ROAD/BRDGE	1.3000000	\$2.22			
DEVELOPMENTALLY DISABLED	0.2570000	\$0.44			
SD 27 BOND (Brighton)	22.0690000	\$37.74			
SD 27 GENERAL (Brighton)	26.7410000	\$45.73			
URBAN DRAINAGE SOUTH PLATTE	0.0970000*	\$0.17			
URBAN DRAINAGE & FLOOD CONT	0.9000000	\$1.54			
SOCIAL SERVICES	2.2530000	\$3.85			
Taxes Billed 2019	95.7610000	\$163.76			
* Credit Levy					

Tax amounts are subject to change due to endorsement, advertising, or fees.

Please call the office to confirm amount due after August 1st.

All Tax Lien Redemption payments must be made with cash or cashier's check.

Adams County Treasurer  
4430 S Adams County Parkway Suite C2436  
Brighton, CO 80601  
720-523-6160





# Statement Of Taxes Due

Account Number R0008084

Assessed To

Parcel 0157101000028

CITY OF AURORA  
15151 E ALAMEDA PKWY  
AURORA, CO 80012-1555

## Legal Description

SECT.TWN.RNG:1-1-67 DESC: PT OF THE SW4 OF SEC 1 DESC AS BEG AT THE CENTER SD SEC 1 TH N 90D 00M 00S W 30 FT TO THE TRUE POB TH CONT ALG SD LN A DIST OF 324/12 FT TH S 00D 11M 00S W 672 FT TH N 90D 00M 00S E 324/12 FT TH N 00D 11M 00S E 672 FT TO THE POB  
5/50A

## Situs Address

16315 TUCSON ST

Year	Tax	Interest	Fees	Payments	Balance
<b>Grand Total Due as of 06/05/2020</b>					<b>\$0.00</b>

Tax Billed at 2019 Rates for Tax Area 469 - 469

Authority	Mill Levy	Amount	Values	Actual	Assessed
RANGEVIEW LIBRARY DISTRICT	3.6770000	\$0.00	TOWNS LND	\$137,500	\$39,880
CENTRAL COLO WATER CONSERVA	1.2860000	\$0.00	Total	\$137,500	\$39,880
FIRE DISTRICT 6	11.7950000	\$0.00			
GENERAL	22.7930000	\$0.00			
RETIREMENT	0.3140000	\$0.00			
ROAD/BRIDGE	1.3000000	\$0.00			
DEVELOPMENTALLY DISABLED	0.2570000	\$0.00			
SD 27 BOND (Brighton)	22.0690000	\$0.00			
SD 27 GENERAL (Brighton)	26.7410000	\$0.00			
URBAN DRAINAGE SOUTH PLATTE	0.0970000*	\$0.00			
URBAN DRAINAGE & FLOOD CONT	0.9000000	\$0.00			
SOCIAL SERVICES	2.2530000	\$0.00			
CENTRAL COLO WELL AUGMENTAT	9.0340000	\$0.00			
Taxes Billed 2019	102.5160000	\$0.00			
* Credit Levy					

Tax amounts are subject to change due to endorsement, advertising, or fees.

Please call the office to confirm amount due after August 1st.

All Tax Lien Redemption payments must be made with cash or cashier's check.

Adams County Treasurer  
4430 S Adams County Parkway Suite C2436  
Brighton, CO 80601  
720-523-6160





# Adams County Treasurer

## Receipt of Tax Payment

Account	Parcel Number	Receipt Date	Effective Date	Receipt Number
R0008089	0157101000033	Apr 24, 2020	Apr 23, 2020	2020-04-23-GE-6731

AGGREGATE INDUSTRIES-WCR INC  
1687 COLE BLVD STE 300  
GOLDEN, CO 80401-3318

Situs Address	Payor
16332 TUCSON ST	AGGREGATE INDUSTRIES MGMT INC 24 CROSBY DRIVE BEDFORD MA 01730

### Legal Description

SECT,TWN,RNG:1-1-67 DESC: PT OF N2 SE4 SEC 1 DESC AS BEG AT NW COR SD N2 SE4 TH E 1050/57 FT TH S 621/95 FT TO A LN // WITH N LN SD N2 SE4 AND 5 FT S OF EXISTING HOUSE TH W 1050/57 FT TO W LN SD N2 SE4 TH N 621/95 FT TO POB EXC W 40 FT 14/43A

Property Code	Actual	Assessed	Year	Area	Mill Levy
UNIM LND 10-34.99 AC - 0540	7,215	2,090	2019	290	92.196

### Payments Received

Check Multi-Account Payment  
Check Number 4000199876  
Payor AGGREGATE INDUSTRIES MGMT INC

### Payments Applied

Year	Charges	Billed	Prior Payments	New Payments	Balance
2019	Tax Charge	\$192.68	\$0.00	\$96.34	\$96.34
				\$96.34	\$96.34
				<b>Balance Due as of Apr 23, 2020</b>	<b>\$96.34</b>

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4430 S ADAMS COUNTY PKWY C2436  
BRIGHTON CO 80601  
MON - FRI 7 AM - 5 PM

720-523-6160

ALL CHECKS ARE SUBJECT TO FINAL COLLECTION. THANK YOU FOR YOUR PAYMENT!





# Adams County Treasurer

## Receipt of Tax Payment

Account	Parcel Number	Receipt Date	Effective Date	Receipt Number
R0008090	0157101000034	Apr 24, 2020	Apr 23, 2020	2020-04-23-GE-6731

AGGREGATE INDUSTRIES-WCR INC  
1687 COLE BLVD STE 300  
GOLDEN, CO 80401-3318

Situs Address	Payor
16312 TUCSON ST	AGGREGATE INDUSTRIES MGMT INC 24 CROSBY DRIVE BEDFORD MA 01730

### Legal Description

SECT,TWN,RNG:1-1-67 DESC: PT OF N2 SE4 SEC 1 DESC AS BEG AT NW COR SD N2 SE4 TH S 621/95 FT TO A LN // WITH N LN SD N2 SE4 AND 5 FT S OF EXISTING HOUSE AND THE POB TH E 1050/57 FT TH N 621/95 FT TO N LN SD N2 SE4 TH E 1635/47 FT TO NE COR SD N2 SE4 TH S 590/02 FT TO C/L S PLATTE RIVER TH SLY ALG SD C/L S 53D 55M W 142/93 FT TO A LN THAT IS 646/34 FT N OF AND // WITH S LN SD N2 SE4 TH W 1324/16 FT TO A LN THAT IS 1250 FT E OF AND // WITH W LN SD N2 SE4 TH S 169/08 FT TO A LN THAT IS 477/26 FT N OF AND // WITH S LN SD N2 SE4 TH W 1250 FT TO W LN SD N2 SE4 TH N 207/94 FT TO POB EXC W 40 FT 30/73A

Property Code	Actual	Assessed	Year	Area	Mill Levy
UNIM LND 10-34.99 AC - 0540	15,365	4,460	2019	290	92.196

### Payments Received

Check Multi-Account Payment  
Check Number 4000199876  
Payor AGGREGATE INDUSTRIES MGMT INC

### Payments Applied

Year	Charges	Billed	Prior Payments	New Payments	Balance
2019	Tax Charge	\$411.20	\$0.00	\$205.60	\$205.60
				\$205.60	\$205.60
				<b>Balance Due as of Apr 23, 2020</b>	<b>\$205.60</b>

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4430 S ADAMS COUNTY PKWY C2436  
BRIGHTON CO 80601  
MON - FRI 7 AM - 5 PM

720-523-6160

ALL CHECKS ARE SUBJECT TO FINAL COLLECTION. THANK YOU FOR YOUR PAYMENT!





# Adams County Treasurer

## Receipt of Tax Payment

Account	Parcel Number	Receipt Date	Effective Date	Receipt Number
R0008091	0157101000035	Apr 24, 2020	Apr 23, 2020	2020-04-23-GE-6731

AGGREGATE INDUSTRIES-WCR INC  
1687 COLE BLVD STE 300  
GOLDEN, CO 80401-3318

Situs Address	Payor
16202 TUCSON ST	AGGREGATE INDUSTRIES MGMT INC 24 CROSBY DRIVE BEDFORD MA 01730

### Legal Description

SECT,TWN,RNG:1-1-67 DESC: PT OF N2 SE4 SEC 1 LYING N AND W OF C/L SOUTH PLATTE RIVER DESC AS BEG AT SW COR SD N2 SE4 SD PT BEING THE POB TH N 477/26 FT TH E 1250 FT TH N 169/08 FT TH E 1324/16 FT TO C/L SOUTH PLATTE RIVER TH THE FOL COURSES AND DIST ALG SD C/L S 53D 55M W 94/57 FT S 32D 39M W 231/53 FT S 26D 54M W 242/48 FT S 15D 48M W 187/17 FT TO S LN SD N2 SE4 TH W 2210/47 FT TO POB EXC W 40 FT 29/56A

Property Code	Actual	Assessed	Year	Area	Mill Levy
UNIM LND 10-34.99 AC - 0540	29,560	8,570	2019	290	92.196

### Payments Received

Check Multi-Account Payment  
Check Number 4000199876  
Payor AGGREGATE INDUSTRIES MGMT INC

### Payments Applied

Year	Charges	Billed	Prior Payments	New Payments	Balance
2019	Tax Charge	\$790.12	\$0.00	\$395.06	\$395.06
				\$395.06	\$395.06
		Balance Due as of Apr 23, 2020			\$395.06

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BRIGHTON CO 80601  
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# Statement Of Taxes Due

Account Number R0113598

Assessed To

Parcel 0157101002001

CITY OF THORNTON  
9500 CIVIC DR  
THORNTON, CO 80229-1220

## Legal Description

## Situs Address

SUB:TUCSON RESOURCES SUBDIVISION LOT:1 (LAND ONLY)

Year	Tax	Interest	Fees	Payments	Balance
<b>Grand Total Due as of 06/05/2020</b>					<b>\$0.00</b>

Tax Billed at 2019 Rates for Tax Area 292 - 292

Authority	Mill Levy	Amount	Values	Actual	Assessed
RANGEVIEW LIBRARY DISTRICT	3.6770000	\$0.00	TOWNS LND	\$2,766,750	\$802,360
CENTRAL COLO WATER CONSERVA	1.2860000	\$0.00	Total	\$2,766,750	\$802,360
FIRE DISTRICT 6	11.7950000	\$0.00			
GENERAL	22.7930000	\$0.00			
RETIREMENT	0.3140000	\$0.00			
ROAD/BRDGE	1.3000000	\$0.00			
DEVELOPMENTALLY DISABLED	0.2570000	\$0.00			
SD 27 BOND (Brighton)	22.0690000	\$0.00			
SD 27 GENERAL (Brighton)	26.7410000	\$0.00			
URBAN DRAINAGE SOUTH PLATTE	0.0970000*	\$0.00			
URBAN DRAINAGE & FLOOD CONT	0.9000000	\$0.00			
SOCIAL SERVICES	2.2530000	\$0.00			
Taxes Billed 2019	93.4820000	\$0.00			

\* Credit Levy

Tax amounts are subject to change due to endorsement, advertising, or fees.

Please call the office to confirm amount due after August 1st.

All Tax Lien Redemption payments must be made with cash or cashier's check.

Adams County Treasurer  
4430 S Adams County Parkway Suite C2436  
Brighton, CO 80601  
720-523-6160





# Statement Of Taxes Due

Account Number R0113597

Assessed To

Parcel 0157101002001

CITY OF THORNTON  
9500 CIVIC CENTER DR  
THORNTON, CO 80229-4326

**Legal Description**

TUSCON RESOURCE MINE M-1991-140 SUB:TUCSON RESOURCES SUBDIVISION LOT:1  
(LAND ONLY)

**Situs Address**

TUSCON RESOURCE MINE M-1991-140

Year	Tax	Interest	Fees	Payments	Balance
<b>Grand Total Due as of 06/05/2020</b>					<b>\$0.00</b>

Tax Billed at 2019 Rates for Tax Area 290 - 290

Authority	Mill Levy	Amount	Values	Actual	Assessed
RANGEVIEW LIBRARY DISTRICT	3.6770000	\$0.00	TOWNS LND	\$1,959,300	\$568,200
FIRE DISTRICT 6	11.7950000	\$0.00	Total	\$1,959,300	\$568,200
GENERAL	22.7930000	\$0.00			
RETIREMENT	0.3140000	\$0.00			
ROAD/BRDGE	1.3000000	\$0.00			
DEVELOPMENTALLY DISABLED	0.2570000	\$0.00			
SD 27 BOND (Brighton)	22.0690000	\$0.00			
SD 27 GENERAL (Brighton)	26.7410000	\$0.00			
URBAN DRAINAGE SOUTH PLATTE	0.0970000*	\$0.00			
URBAN DRAINAGE & FLOOD CONT	0.9000000	\$0.00			
SOCIAL SERVICES	2.2530000	\$0.00			
Taxes Billed 2019	92.1960000	\$0.00			

\* Credit Levy

Tax amounts are subject to change due to endorsement, advertising, or fees.

Please call the office to confirm amount due after August 1st.

All Tax Lien Redemption payments must be made with cash or cashier's check.

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# Statement Of Taxes Due

Account Number R0134288

Assessed To

Parcel 0157101100002

AGGREGATE INDUSTRIES-WCR INC  
1687 COLE BLVD STE 300  
GOLDEN, CO 80401-3318

## Legal Description

## Situs Address

SECT,TWN,RNG:1-1-67 DESC: PARCEL B PARC OF LAND IN THE S2 OF THE NE4 OF SEC 1 DESC AS FOLS BEG AT THE E4 0  
COR OF SD SEC 1 TH W 2445/14 FT TH N 827/14 FT TH 214/58 FT ALG THE ARC OF A CURV TO THE RT HAV A RAD 2944/62  
FT AND A LONG CHD WHICH BRS N 69D 36M W 214/53 FT TO A PT 40 FT ELY FROM THE W L.... Additional Legal on File

Year	Tax	Interest	Fees	Payments	Balance
<b>Tax Charge</b>					
2019	\$732.96	\$0.00	\$0.00	(\$366.48)	\$366.48
Total Tax Charge					\$366.48
<b>First Half Due as of 06/05/2020</b>					<b>\$0.00</b>
<b>Second Half Due as of 06/05/2020</b>					<b>\$366.48</b>

Tax Billed at 2019 Rates for Tax Area 290 - 290

Authority	Mill Levy	Amount	Values	Actual	Assessed
RANGEVIEW LIBRARY DISTRICT	3.6770000	\$29.23	UNIM LND 10-34.99	\$27,423	\$7,950
FIRE DISTRICT 6	11.7950000	\$93.77	AC		
GENERAL	22.7930000	\$181.20	Total	\$27,423	\$7,950
RETIREMENT	0.3140000	\$2.50			
ROAD/BRDGE	1.3000000	\$10.34			
DEVELOPMENTALLY DISABLED	0.2570000	\$2.04			
SD 27 BOND (Brighton)	22.0690000	\$175.45			
SD 27 GENERAL (Brighton)	26.7410000	\$212.59			
URBAN DRAINAGE SOUTH PLATTE	0.0970000*	\$0.77			
URBAN DRAINAGE & FLOOD CONT	0.9000000	\$7.16			
SOCIAL SERVICES	2.2530000	\$17.91			
Taxes Billed 2019	92.1960000	\$732.96			

\* Credit Levy

Tax amounts are subject to change due to endorsement, advertising, or fees.

Please call the office to confirm amount due after August 1st.

All Tax Lien Redemption payments must be made with cash or cashier's check.

Adams County Treasurer  
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Brighton, CO 80601  
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# Statement Of Taxes Due

Account Number R0167838

Assessed To

Parcel 0157101300001

CITY OF AURORA  
15151 E ALAMEDA PARKWAY 5TH FLOOR  
AURORA, CO 80012

## Legal Description

## Situs Address

SECT.TWN.RNG:1-67- TRACT:1 DESC: PT OF THE SW4 OF SEC 1 DESC AS FOLS BEG AT THE SW COR OF SD SW4 TH N 1100 12255 E 160TH AVE 000000000  
FT TO THE POB TH CONT N 1555/90 FT TH E 1623/37 FT TH S 43D 28M W 515/25 FT TH S 19D 00M W 1408/34 FT TH N 88D  
48M E 118/37 FT TH S 24D 39M W 399/44 FT TH S 11D 35M W 274/54 FT TH N 50D 22M... Additional Legal on File

Year	Tax	Interest	Fees	Payments	Balance
<b>Grand Total Due as of 06/05/2020</b>					<b>\$0.00</b>

Tax Billed at 2019 Rates for Tax Area 290 - 290

Authority	Mill Levy	Amount	Values	Actual	Assessed
RANGEVIEW LIBRARY DISTRICT	3.6770000	\$0.00	TOWNS LND	\$539,000	\$156,310
FIRE DISTRICT 6	11.7950000	\$0.00	FIRE/WATER/SAN	\$2,113,650	\$612,960
GENERAL	22.7930000	\$0.00	IMPRV		
RETIREMENT	0.3140000	\$0.00	Total	\$2,652,650	\$769,270
ROAD/BRDGE	1.3000000	\$0.00			
DEVELOPMENTALLY DISABLED	0.2570000	\$0.00			
SD 27 BOND (Brighton)	22.0690000	\$0.00			
SD 27 GENERAL (Brighton)	26.7410000	\$0.00			
URBAN DRAINAGE SOUTH PLATTE	0.0970000*	\$0.00			
URBAN DRAINAGE & FLOOD CONT	0.9000000	\$0.00			
SOCIAL SERVICES	2.2530000	\$0.00			
Taxes Billed 2019	92.1960000	\$0.00			

\* Credit Levy

Tax amounts are subject to change due to endorsement, advertising, or fees.

Please call the office to confirm amount due after August 1st.

All Tax Lien Redemption payments must be made with cash or cashier's check.

Adams County Treasurer  
4430 S Adams County Parkway Suite C2436  
Brighton, CO 80601  
720-523-6160



# Adams County Treasurer

## Receipt of Tax Payment

Account	Parcel Number	Receipt Date	Effective Date	Receipt Number
R0167871	0157101300002	Apr 24, 2020	Apr 23, 2020	2020-04-23-GE-6731

AGGREGATE INDUSTRIES WCR INC  
1687 COLE BLVD STE 300  
GOLDEN, CO 80401-3318

Situs Address	Payor
0 000000000	AGGREGATE INDUSTRIES MGMT INC 24 CROSBY DRIVE BEDFORD MA 01730

### Legal Description

SECT,TWN,RNG:1-67- TRACT:1 DESC: SW4 EXC ROW EXC PARCS AND EXC HIWAY 84/8630A

Property Code	Actual	Assessed	Year	Area	Mill Levy
UNIM LND 35-99.99 AC - 0550	500,692	145,200	2019	290	92.196

### Payments Received

Check Multi-Account Payment  
Check Number 4000199876  
Payor AGGREGATE INDUSTRIES MGMT INC

### Payments Applied

Year	Charges	Billed	Prior Payments	New Payments	Balance
2019	Tax Charge	\$13,386.86	\$0.00	\$6,693.43	\$6,693.43
				\$6,693.43	\$6,693.43
Balance Due as of Apr 23, 2020					\$6,693.43

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# TUCSON SOUTH RESOURCE CONDITIONAL USE PERMIT PROJECT DESCRIPTION

## INTRODUCTION AND OVERVIEW

The Tucson South Resource permit area is currently owned by Aggregate Industries-WCR Inc. and the City of Aurora and consists of dryland agriculture, a small, partially reclaimed gravel resource and a former greenhouse growing operation and water utility infrastructure including an above ground tank and auxiliary building. The property is located both north and south of Colorado Highway 7, bisected by Tucson Street. Mining of the Tucson South Resource is proposed to happen in two phases. The East cell (Phase 1) is located north of Colorado Highway 7 and east of Tucson Street and the West cell (Phase 2) is located north of Colorado Highway 7 and west of Tucson Street.

In general, drainage on the site flows toward the South Platte River to the north and east of the property. The pattern in the West cell either flows to local low spots on the property, is conveyed off-site to the north, or is conveyed via an irrigation return ditch to the East cell. The East cell generally drains north and east to the river via overland flow or through existing channels and ditches left by historic disturbance.

### Permit Boundary Area

The proposed Permit Boundary contains the following areas as shown on Sheet 1 of the Conditional Use Site Plan:

- Tracts of land owned by Aggregate Industries-WCR, Inc. referred to on our mapping as Tracts A, B, D, E, F, H and M.
- Tracts of land owned by the City of Aurora referred to on our mapping as Tracts C, G and K.
- Tucson Street right-of-way referred to on our maps as Tract L (the slurry wall liner for the future water storage reservoir will cross under Tucson Street Right-of-Way (ROW) in two locations as shown on the Exhibit C-4 and Exhibit C-5 Mine Plan Maps and Exhibit F-2 and Exhibit F-3 Reclamation Plan Maps.)
- Land owned by the City of Thornton referred to on our maps as Tract M. The applicant is working with the landowner to obtain a right-of-way easement for a conveyor on this tract. The goal is to reduce truck traffic and transport the material to the existing Wattenberg Lakes Mine (M-2004-051) via conveyor.

### Affected Land

- The Affected Land includes all Tracts described in the Permit Boundary except Tract K, which is owned by the City of Aurora. This area is located west of and including the Brighton Ditch and will not be disturbed by the mining activities and reclamation operations. Therefore, it was excluded from the Affected Land.

### Existing Land Uses

The proposed Tucson South Resource mine currently consists of dryland agriculture, one house and a former greenhouse growing operation. The former greenhouse growing operation has been demolished by the City of Aurora in preparation of mining. Aggregate Industries is in the process of demolishing the existing house. The Todd Creek water well and associated United Power overhead electric line on the west side of the West area will also be removed. There is one rural residential property located adjacent to property on Tucson Street, several rural residential properties south of Tract H and Highway 7 and east of Tract I, and there is a developing residential subdivision located west of Tract K. The South Platte River corridor receives recreational use and the City of Brighton operates a parks and wildlife recreational area north of Highway 7 and east of Tract H along the east side of the South Platte River.

Improvements owned by the applicant or property owners that are located within the Permit Boundary Area such as un-improved roads, fences, alluvial water wells and associated pumps, houses and outbuildings, irrigation ditches and laterals, may be removed or relocated during mining and reclamation. There are two established oil and gas wells and associated facilities located on the property. The operator of the well on the west parcel capped and abandoned the well in 2019. No mining will take place within 75' of the existing oil and gas wells until the wells are plugged and abandoned per Colorado Oil and Gas Conservation Commission standards. Structures, easements, or rights-of-ways not owned by the applicant or property owner will not be disturbed without prior permission (see Mine Plan). None of the easements, rights-of-ways, or associated structures are expected to be negatively affected by mining or reclamation operations.

#### Final Proposed Land Use

The current land use for the Tucson South Resource property is a combination of partially reclaimed mining area, dryland agriculture, upland meadow and a City of Aurora water facility. The City of Aurora water facility (located outside the Affected Lands, west of the Brighton Ditch) will be removed from the Permit Boundary at a future date and continue to operate. The proposed final land use for the remainder of the property is lined municipal water storage for the West cell and the majority of the East cell, upland meadow on the northern portion of the East cell. Surrounding land uses include: Water storage to the north, rural residential and agriculture to the south, Town of Brighton wildlife conservation area and the South Platte River to the east and water storage and suburban residential to the west. The lined storage and upland meadows are compatible with existing and future adjacent land uses. This property lies within the City of Brighton Urban Growth area and is designated as natural resource conservation and flood plain on the 2016 Future Land Use Map

### **MINING PLAN**

The proposed Tucson South Resource Conditional Use for Gravel Mining permit area is approximately 1.5 miles south of the Aggregate Industries Wattenberg Lakes Mine (M-2004-051), which supplies aggregate construction materials to much of southern Weld and western Adams counties. The Permit Boundary contains substantiated aggregate resources to continue the supply in this region of Colorado. Supplementing resources at the Wattenberg operation, new supplies from the amended Tucson South Resource will continue to provide construction materials to meet the Front Range Colorado demand.

#### Nature of Deposit to be Mined



Test borings indicate a layer of topsoil and overburden ranging from 1 to 11 feet in depth with a typical depth of 5 feet. In the western part of the site, the topsoil has been tilled until recently and likely contains a significant amount of organics. The overburden is underlain by an aggregate layer with a thickness ranging from 0 to 46 feet with a typical thickness of 25 feet. In some parts of the sites, the aggregate layer contains a 2- to 9-foot thick mud lense. The total depth to bedrock from the surface grade ranges from 5 feet in the west to approximately 50 feet in an apparent paleochannel in the eastern part of the site. The typical depth to bedrock is approximately 27 feet over most of the mine area. The aggregate layer overlies sedimentary bedrock of the Denver Basin. A complete soils report is attached in Exhibit I of the CDRMS Permit herein for reference.

### Mine Phasing

Aggregate Industries anticipates mining and reclaiming the proposed Tucson South Resource site in approximately 5 to 8 years. The rate of mining and overall life of the mine is dependent on several factors including product demand. Test pits have verified that commercial deposits of sand and gravel exist up to 46 feet below the surface of the ground. In addition to the commercial sand and gravel materials, clay, silt, and other non-marketable materials excavated from the proposed permit area will be used on-site for reclamation.

The mining plan currently includes mining in two phases:

- West (Phase 1), is located north of Highway 7 and west of Tucson Street and included Tracts A, B and C
- East (Phase 2) is north of Highway 7 and east of Tucson Street and includes Tracts D, E, F, G and H

Tract J will contain the conveyor to carry product off-site to the processing facility at the Wattenberg Lakes Site and will be used during all mining phases.

Processing and sale of the material will occur on the Platte Valley site (M-1989-120). All necessary permits will be obtained. A summary of mining phases is presented in the following table.

### Mine Phasing Summary

Mine Phase	Total Acreage To be mined (acres)	Duration (years)
West	72	4
East	83.8	4
Total	155.8	8

The Tucson Resource Mine will be mined in two phases. Mining will be integrated with concurrent reclamation activities. A slurry wall will be installed around the West and East cells prior to mining.

### Mining Methods

There will be one method of mining used within the permit boundary:

- The slurry wall liner for the West and East cells will be installed prior to mining. Once the slurry wall is installed the West and East cells will be dewatered. The deposit will be dry mined using dewatering trenches and pumps within the slurry lined area. Prior to excavation of each mining phase, trenches will be cut along the perimeter of the cell area to begin dewatering the sand and gravel material. The trenches will extend through the overburden and alluvium to bedrock. Pumps will be used to remove the groundwater that drains from the deposit within the lined cell. If necessary, water from the trenches will be circulated through a settling pond prior to being discharged to adjacent drainage ditches and/or the South Platte River (see Exhibit C Mining Maps). As excavation begins, the mining cell and dewatering trenches on the cell floor will continue to collect any water entering the lined cell, keeping the deposit material relatively dry. The collected water will be directed to settling ponds within the cells or near the final discharge point to South Platte River. It is anticipated that dewatering will be completed within the slurry wall lined mining area within 12 months and dewatering throughout the life of the mine will be limited to precipitation, stormwater runoff that drains into the mining cells, and minor amounts of groundwater.

### Earth Moving

Setbacks from the top of slope of each mining cell to the proposed permit boundary or man-made structures not owned by the applicant will generally be 30 feet or greater. Specific setbacks from Highway 7 and Tucson Street also account for future expansion of the roadways. The perimeter setbacks from the permit boundary are shown on Sheets 4 and 5 of the Conditional Use Site Plan.

These setbacks were determined in combination with Adams County regulations and the Slope Stability Analysis prepared by Tetra Tech provided herein in the Geotechnical Stability Exhibit. The setbacks reflect the Factors of Safety in the Proposed Slope Stability/Geotechnical Analysis Policy in the DRMS memorandum dated May 16, 2018.

Areas to be mined will be prepared by removal of topsoil and overburden. Each preparation area may be as much as 100 feet wide along the anticipated mining face. Usually, only enough area is stripped and prepared to provide the estimated needs for the next 10 to 14 months of mining. Surface topsoil material



will be stripped separate from the underlying, deeper subsoil or overburden material. This topsoil layer contains most of the soils organic matter and will be stockpiled separately for use in reclamation. Once the topsoil has been removed, the rest of the overburden will be stripped and stockpiled separate from the topsoil.

When the alluvial material is exposed and sufficiently dewatered, the aggregate material will be recovered using equipment typical for sand and gravel mining operations. In the West and East cells, the aggregates will be mined using conventional dry mining methods. Earth moving equipment may include, but is not limited to, dozers, loaders, scrapers, and excavators as mining progresses to a depth of 20 to 40 feet below the surface. The alluvial material is an unconsolidated deposit and, therefore, no blasting is required. The aggregate material from the cell will be temporarily stockpiled within the cell, conveyed to the staging area, or immediately transported off-site for processing. During mining and reclamation activities, watering trucks for dust control will be used as needed.

The active mining face will extend no more than 1,500 feet in length. During mining and prior to reclamation in the West and East cells, the mine walls will be a nearly vertical to  $\frac{1}{2}$ H:1V slope (see Exhibit C, Mining Maps). Mining will progress down to the depth of quality aggregate material. Backfilling and/or grading of side slopes may follow behind the mining activities before mining in the cell is complete.

As mining progresses, topsoil, overburden, and non-marketable materials will be removed and stockpiled for use in reclamation activities. During mining in the West and East cells, topsoil will be segregated and stockpiled in the locations shown on Exhibit C Mining Maps. As mining progresses, overburden will be taken directly to mined out slopes for use in reclamation. Topsoil and overburden stockpiles will be configured to have side-slopes no steeper than 3H:1V. If the stockpiles are inactive for more than one growing season, such as the stockpiles used for screening, they will be seeded with the fast-growing grass seed mixture below.

### Stockpile Grass Seed Mixture

Grass Species	Rate (#PLS/acre)
Intermediate Wheatgrass	6.0
Blue Grama	1.5
White Sweetclover	1.5
Rates are for broadcast seeding.	

Other than those used for screening, long-term stockpiles are not anticipated. Temporary stockpile materials will continually be used for reclamation and the stockpiles will likely be disturbed on a frequent basis and seeding the stockpiles may not be practical during the operation. If stockpile seeding is not used, surface roughening will be maintained to limit wind and water erosion.

Most of the proposed Tucson South Resource Permit Boundary Area is within the regulatory floodplain of South Platte River. Because of floodplain regulatory restrictions, stockpiling will occur within a mining cell whenever possible with the top of stockpile elevation lower than the pre-project grade. Stockpiles within the modeled floodplain above the existing ground surface, such as those used for screening, will be created parallel to potential South Platte River flood flows. The stockpiles will be no longer than 300 feet, with minimum spacing of 100 feet between stockpiles for flood flows to pass (see Exhibit C, Mining Maps). Stockpiles outside of the modeled floodplain are not proposed to have any restriction on length or orientation.

Additional mining and reclamation procedures will be used within the regulatory floodplain to minimize damage from potential flood flows. Flood season is considered to be April 1 through September 30. The slopes will either be maintained during mining or established with reclamation backfill. If flood waters reach the mining cells prior to complete reclamation, the 3H:1V slopes will allow controlled flow into the cells while reducing the potential for head cutting and damage to the creek channel.

A Floodplain Use Permit has been received by Adams County for this project. Adams County is the regulating authority on the flood permit; however, Adams County may request review and comment from Urban Drainage and Flood Control District (UD&FCD).

The table below illustrates a point in time when the mining disturbance could be at its maximum. At the proposed Tucson South Resource site, it is assumed that the mining disturbance will be at its greatest when the East cell mining is nearly complete. The slurry wall will be completed and backfill, topsoil replacement and initial seeding will be completed for West cell.

### Mine Operation Aspects and Disturbance Areas

Mining Operation	Disturbed Area (acres)
<b>Active Mining Area</b> 1. Backfill remaining East Cell mining face and side slopes (2,300 feet in length averaging 27 feet deep requiring backfill and rough grading to 3H:1V slopes.) 2. Rough Grade remaining disturbed areas of the east cell 3. Replace topsoil on backfilled area of East cell above the HWL of the reservoir (61.5 acres) 1. 4. Final Grade East Cell	
<b>Miscellaneous Disturbed Areas for scarifying and topsoil:</b> 1. Replace topsoil on internal haul roads and main site entrance (3 acres x 0.5') 2. Replace topsoil on conveyor route (3.3 acres X 0.5') 3. Replace topsoil on stockpile area (5 acres x 0.5') 4. Scarify internal haul roads and conveyor route areas 5. Final grade all miscellaneous areas (8.3 acres x 0.5') 6. Reseed 20% of all areas in the area of disturbance above the HWL of the reservoirs.	
<b>Final Reclamation:</b> 1. Seeding – entire East cell above the highwater line of the reservoir plus internal haul route and the conveyor route. 2. Weed management and re-seeding (20% of the Affected Lands located above the highwater line of the reservoirs)	
<b>Total:</b>	83.8

#### *Diversions and Impoundments*

Roads and irrigation ditches will effectively minimize stormwater surface run-on to the mining site, so run-on diversion structures are not anticipated. The existing grade of the proposed permit area generally drains to the South Platte River. To manage stormwater runoff, stormwater that falls directly on the affected area will be contained in the reclaimed ponds, upland meadow and active mining cells. The ponds and mining cells will effectively contain stormwater flows and prevent surface runoff from the site. Stormwater entering the active mining cell will be controlled in the dewatering trenches and, if necessary, circulated through a settling pond prior to being discharged to South Platte River.

#### *Material Processing and Associated Facilities*

Pit run material will be hauled or conveyed off-site to the Wattenberg Lakes site (M-2004-051) to be conveyed for processing at the Platte Valley site (M-1989-120).

#### Commodities to be Mined and Intended Use



Sand and gravel for use as construction materials will be the primary products produced from the proposed Tucson South Resource. Test pits have verified that commercial deposits of sand and gravel exist up to 46 feet below the surface of the ground. In addition to the commercial sand and gravel materials, topsoil and overburden materials will be used on-site for reclamation.

### Use of Explosives

The material is unconsolidated deposits, no explosives or blasting

## **RECLAMATION**

### General Overview of the Reclamation Plan

Reclamation of the proposed permit area will contain two land forms; uplands and lined, open water ponds. Cottonwoods and shrubs will be planted along the South Platte River on the eastern side of the east cell. Timing and installation of the plantings will be coordinated with the Urban Drainage and Flood Control District. It is anticipated that these plantings will be installed prior to mining in the East cell and will be established as part of the concurrent reclamation of the site. The primary reclamation process will be backfilling the slopes of the mined-out areas to be reclaimed as reservoirs and the partially reclaimed area on the northern end of the East cell to create an upland meadow. Overburden, and non-marketable materials from the site will be used as backfill. As mined out cells are backfilled, rough grading will establish the slopes and elevations necessary to facilitate the appropriate land form for that specific area of the site. In upland areas backfill materials will be placed to an elevation near or below the pre-mining surface elevation. For areas where ponds are to be located, backfill will be used to create pond side slopes. Pond depth may extend all the way to bedrock and side slopes will be 3H:1V or flatter.

Except for pond slopes below normal average highwater surface elevation, all areas disturbed by mining activities will be prepared with topsoil to a minimum of 6 to 12 inches and revegetated during reclamation. Revegetation will generate a blend of upland grass species. Given suitable precipitation, seeding should produce good vegetation cover over much of the reclaimed site. Roads not necessary for future access and other disturbed areas will be reclaimed with topsoil and overburden replacement and vegetative cover to stabilize the areas and minimize erosion.

### Reclamation Measures/Materials Handling

All available topsoil and overburden material will be used for backfilling and reclamation. Earth moving equipment may include, but is not limited to dozers, loaders, scrapers, and excavators. Additional farm equipment for grading and seeding may be used for revegetation activities.

#### *Materials Handling – Backfilling*

The site will be concurrently reclaimed to create the water storage ponds. Compaction for the pond side slopes at this site will be 95 percent (or better) standard proctor. When an area is completely mined out from grade to bedrock, each section approximately 800-foot-wide (or approximately 30 acres), will begin side slope construction while the next contiguous area or consecutive phase is beginning mining. Due to the floodway, there is limited space for stockpile placement at this site; by concurrently reclaiming, as an

area is being prepared for mining, the overburden and topsoil can be stripped and immediately placed, or stockpiled in the previously mined area, limiting the material handling. It is estimated that within 6 months of an area being completely mined, it will be reclaimed.

Backfilling of mining cells and other reclamation activities will be concurrent with mining. Topsoil, overburden, and non-marketable material excavated during mining will be used almost immediately. Small temporary stockpiles may be created within or along the edge of the mining cells. When enough material is available in the stockpile, the material will be graded into the previously mined areas. Locations of topsoil and overburden stockpiles are shown on Exhibit C Mining Maps.

Material may be imported for reclamation if on-site material is insufficient to create the reclaimed pond slopes. Prior to receiving any backfill material from outside the proposed permit area, the operator will provide notice with information that includes the backfill location and volume of off-site material to be used, an affidavit certifying that the material is clean and inert, an approximate time frame for backfilling with off-site material, and an update regarding material placement procedures and the final reclamation configuration. The on-site or off-site backfill material used will not contain known toxic or hazardous materials.

All backfilling and grading will be done to stabilize the material and control erosion. Final grading and seeding will be done as soon as possible after backfilling, grading, and top soiling have been completed. The reclamation will not leave high walls on the property. In addition, there will be no auger holes, excavations, or shafts left on the property.

#### *Materials Handling - Grading*

Once backfill is placed to the approximate final grade for upland meadow or pond side slope creation, the area will be rough graded to establish final elevations, slopes, and transitions. Final grading will include addition of topsoil and surface preparation for revegetation. Special attention shall be given to transitions from reclaimed areas to undisturbed land. The final topography will not create new surface drainage directed onto adjacent properties.

Pond side slopes will include the steepest reclaimed grades on the site, potentially as steep as 3H:1V. The side slopes will be graded smooth to accommodate future maintenance of the lined reservoirs. The reclamation will not leave high walls on the property.

#### *Materials Handling – Slurry Wall*

The proposed slurry wall will provide a vertical low permeable cutoff between alluvial groundwater outside of mining cells and water stored below-grade inside of mining cells. Slurry walls (also known as slurry cutoff walls or slurry trenches) are non-structural liners constructed to provide a primary low permeability liner and isolate a mining cell from the existing alluvial aquifer. Soil-bentonite slurry walls are a very common type of liner constructed in Colorado. Construction of a soil-bentonite slurry wall liner is planned at the Tucson South Resource. Once the liners are constructed and meet an SEO required 90-day minimum leak test, lined water storage reservoirs located north of State Highway 7 will be available for use. Draft Technical Specifications dated July 2004 for the construction of soil-bentonite slurry wall liners at Tucson South in Adams County Colorado were prepared by Tetra Tech RMC and submitted to the Division for review. These specifications are a “placeholder” and are on record with the Division as part of the

existing permit for this property. Aggregate Industries has contracted with Deere and Ault Consultants, Inc. to provide a final design of a soil-bentonite slurry wall liner for Tucson South.

The slurry wall will be constructed with a long reach excavator, clamshell, or other suitable trenching equipment. A trench approximately 3 to 5 feet wide and 100 to 150 feet in length will be excavated through the existing alluvium and several feet into the underlying shale bedrock. The total slurry wall depth varies from top to bottom based on the existing geology but will average 30 feet deep for this project. The trench will be flooded with fresh bentonite slurry to stabilize the excavation during construction of the slurry wall. A mixture of alluvium excavated from the trench, dry bentonite, and clayey supplemental fines will be mixed at the surface and placed into the trench in a semi-fluid state typically with a bulldozer and/or second excavator. The slurry in the trench is displaced by the soil-bentonite backfill as the excavation of the trench is advanced. Once the excavation of the trench followed by the backfill operation is complete, the soil-bentonite backfill consolidates and behaves as a soft clayey soil. The top of the slurry wall is typically capped with a few feet of clayey soils to speed up the primary consolidation, identify the approximate location of the slurry wall, and provide clayey soils to fill depressions due to the consolidation of the slurry wall.

Other considerations required for successful construction of a soil-bentonite slurry wall include a stable, relatively flat gently sloping (i.e. less than 2 percent parallel to the wall) construction platform along the proposed slurry wall alignment. Construction of the construction platform along the slurry wall alignment is primarily on stable, native soils found at the site and should not present a challenge for construction equipment. There are narrow areas proposed for the construction platform at this site. However, the narrow areas are relatively short and soil-bentonite slurry wall construction activities should not be greatly affected by these sections. Once soil-bentonite slurry wall construction is complete, the construction platform will be final graded for stability and an operations and maintenance access route will be left in place. The route will be reclaimed and stabilized as a low traffic dirt road.

#### Water Resources

This site is directly adjacent to the Brantner Ditch, Brighton Ditch and the South Platte River. The Brantner Ditch, the Brighton Ditch and South Platte River will not be disturbed because of the mining and reclamation activities on the site.

Water use at the site is governed by the current well permit (Permit No. 81342-F) and the associated Substitute Water Supply Plan (SWSP) for the site. Water use will be at its highest during the mining phase of the project. Mining at the site will intercept groundwater tributary to the South Platte River. Consumptive uses of groundwater at the site include evaporation from groundwater exposed to the atmosphere, water retained in material hauled off sites, and water used for dust control.

Evaporative losses at the site are attributable to groundwater exposed in the dewatering trenches in the West and East cells, groundwater exposed in the settling pond. The dewatering trenches will be constructed following completion of the slurry walls surrounding the West and East cells. The maximum exposed surface area during the life of the mine is equal to the dewatering trench surrounding the West cell (Phase 1), and the settling pond associated with the West cell. The maximum exposed surface area during the life of the mine is estimated at 4 acres. Additional exposed groundwater from the old Tucson Pit (DRMS Permit No. M-1991-140) has been incorporated into the permit boundary of the Tucson South Pit. Therefore, the maximum exposed groundwater allowed pursuant to the approved well permit is 25 acres.



## Potential Mining Impacts

Tucson South Resource Groundwater Modeling Study on the Hydrogeologic Effects of Mining, prepared by Tetra Tech RMC dated August 2004 was submitted as a referral response to DRMS August 3, 2004. The plan was reviewed and approved by the Division as part of the original permit for the site. The approved Groundwater Monitoring and Mitigation Plan is described below.

The Conclusions and Recommendations as outlined in the Groundwater Modeling Study are outlined below. Please note that two of the parcels referenced in the model (Greenhouses and the small property located entirely within the east mining area now owned by the City of Aurora and located within the permit boundary), make recommendations regarding mitigation no longer relevant. In addition, the mine phasing with this Amendment was revised so references to the Phase 2 cells are now relevant to the East cell.

A finite difference groundwater model was constructed for the proposed Tucson South Mine. The model indicates the groundwater near the mine will be lowered or slightly raised locally during mining in response to dewatering and slurry wall installation. The most widespread drawdown was found to occur during the dewatering of the Challenger Pit, Baseline Mine, and southern portion of the Rogers Pit. The dewatering of the Challenger Pit could potentially draw some water out of the Brighton Ditch (depending on the hydraulic connection between the Brighton Ditch and groundwater table in that area) unless local mitigation steps are taken. The largest local drawdown occurred near the greenhouses at the northeast corner of the Tucson South West cell, after the installation of all slurry walls and slope liners. *(Note: the greenhouses are no longer in operation and the property is now included in the permit boundary.)*

Water was found to mound several feet along the upstream (southern and western) edges of the West cell after installation of the slurry wall. Depending on the hydraulic connection between the Brighton Ditch and groundwater table, the ditch could potentially gain over parts of the reach nearest the west cell slurry wall. Simulations run without the presence of the Challenger Pit and Baseline Mine showed that groundwater impacts from only the Tucson South cells was much less compared to the impact of all proposed mines. Specifically, the simulations show that for the isolated Tucson South scenarios, water tends to mound instead of being drawn down. Well impacts in these isolated scenarios are predicted to be minimal. ***(Note: the greenhouses are no longer in operation and the property is now included in the permit boundary and owned by the City of Aurora. The Area will be mined and included within the reclaimed reservoir – no mitigation is required.)***

Groundwater flows from south-southwest to north-northeast, and hence no "shadowing effect" in the Morgan Smith Natural Area. The proximity of the River also minimizes the impacts of groundwater levels in the Morgan Smith Natural Area. Scenario 4 (Figures 5 and 6), was modeled as dewatering the Tucson South Phase 2A (now East cell) area, dewatering the Challenger mine, and the slurry wall around the Tucson South Phase 2 (now East cell) East cell is not yet constructed. The groundwater model predicts a 2- to 3-foot draw-down in the Morgan Smith Natural Area. However, the impact from the Phase 2A (now East cell) area has historically been occurring for the period mining and dewatering has been happening in this area, with no known measured impact. If the trees in this area are impacted, Aggregate can direct dewatering water to the ground surface in this area for irrigation. This draw-down would be temporary until the slurry wall is installed around the Phase 2 (now East cell) area.

As indicated in Scenario 5 and shown graphically in Figure 7 and 8 of the modeling report, the simulated cumulative effect of the groundwater for the area after the slurry wall is installed around the Phase 2 (now East cell), has no impact on groundwater levels in the Morgan Smith Natural Area.

Based on the groundwater model, there will be no impact to the Brighton or Brantner Ditches from mine dewatering operations.

Groundwater monitoring and evaluation of potential mining or reclamation impacts shall be conducted as part of the Groundwater Monitoring and Mitigation Plan. The monitoring plan was reviewed and approved by the Division with the original permit and will be used during mining and reclamation activities. The plan is outlined below.

To establish a baseline, Aggregate installed 17 monitoring wells at the mining site and is measuring water levels monthly prior to beginning of mining and will continue monthly monitoring. (Note: MW-11 was removed during Todd Creek Metropolitan District's construction of a water pipeline and MW-2 on the Bloom property was replaced with a new well in roughly the same location. The monitoring plan will now consist of 16 monitoring wells. Monitoring data will be used to identify potential changes in alluvial groundwater flow or elevation associated with mining and reclamation activities. Baseline data collected from the monitoring program will provide a range of relative water levels associated with pre-mining groundwater conditions. Experience at other sand and gravel mine sites in similar geologic settings has found that groundwater levels tend to fluctuate between two to four feet each year, being highest in the summer and lowest in the winter and early spring.

- If, during mining, the relative seasonal groundwater elevation at any of the domestic wells or monitoring wells differs from the baseline conditions by more than two feet, and the condition was not observed during baseline monitoring, or if Aggregate Industries receives a complaint from any well owner within 600 feet from the site boundary, then Aggregate Industries will evaluate the cause and take action within 30 days and the DRMS will be notified.
- After the DRMS has been notified. Aggregate Industries will review the available data and information and submit a report to the DRMS within 30 days. The evaluation will include discussions with any well owner who has contacted Aggregate Industries regarding a concern and review of baseline data from the well and vicinity to evaluate whether changes may be due to seasonal variations, climate, mining, or other factors. The report will identify the extent of potential or actual impacts associated with the changes. If the extent of groundwater changes due to mining or reclamation activities is determined to be a significant contributing factor that has or may create adverse impacts. the mining associated impacts will be addressed to the satisfaction of the DRMS. Aggregate Industries will begin to implement one or more mitigation measures if mining and reclamation activity is determined to be a significant contributing factor to groundwater changes requiring mitigation. If, however, a subject well has not been put to beneficial use prior to mining, then Aggregate Industries would have no responsibility to provide mitigation.

- Mitigation measures may include, but are not limited to:
  - Cleaning a well to improve efficiency.
  - Providing an alternative source of water or purchasing additional water to support historic well use in terms of water quantity and quality. If needed, water quality parameters will be checked in affected wells to ensure
  - alternative sources support the historic use.
  - Modifying a well to operate under lower groundwater conditions. This could include deepening existing wells or lowering the pumps. All work would be done at Aggregate Industries' expense except for replacing equipment that was non-functional prior to mining.
  - If existing wells cannot be retrofitted or repaired: replacing the impacted well with a new replacement well.
  - Providing flood irrigation to address concerns over impacts to sub irrigated lands adjacent to the site.
  - Aggregate agrees to provide the water level data collected from monitoring well sampling to the DRMS with the annual report for the site.
  
- If a groundwater mitigation action is required, Aggregate Industries will notify the DRMS of the condition, action taken and result.

A complete well inventory "Well Inventory, Tucson South/Haake, Aggregate Site near Brighton Colorado dated March 13, 2004" was submitted to the Division with Exhibit G of the original application for this site. The information is on record at the Division. Since that time Aggregate Industries has obtained the required well permit for this property. Copies of the Well Permit and the Well Completion Report are attached in Exhibit G.

Aggregate Industries, through the SEO well permit process gave notice to well owners within 600 feet of the mining boundary. The potentially impacted well owners entered into agreements with Aggregate Industries for protection for the senior vested water rights. The SEO well permit is attached in Exhibit G

#### Potential Reclamation Impacts

Once mining and reclamation are complete and dewatering pumps are turned off, potential impacts to surrounding wells from mine cell dewatering will cease.

#### *Reclamation Impact Mitigation Plan*

Although impacts and damages are not anticipated, it is the intent of the operator and property owners to operate responsibly and to mitigate damage to wells or structures that is directly attributable to the mining and reclamation of the Tucson South Resource site.

If mine cell (or slurry wall) reclamation creates injury to surrounding properties, the applicant will take all necessary actions to remedy the injury. The approved well permit addresses potential impacts to wells within 600 feet of the Permit Boundary.

Additionally, if it is determined that mine cell reclamation creates mounding impacts to surrounding structures or water resources, the applicant will take appropriate corrective action. Impacts would trigger mitigation measures that may include, but are not limited to:



1. Installing surface or underground drain systems to transport groundwater from mounding areas to shadowing areas.
2. Diverting surface water flows to recharge ponds in shadowing areas.

### Water Quality

Mining and reclamation operations shall comply with Colorado Department of Public Health and Environment National Pollution Discharge Elimination System (NPDES) regulations. A Colorado Discharge Permitting System (CDPS) permit for stormwater management and discharge flows to protect surface water quality on and off the proposed permit area from mining and reclamation activities will be obtained. The permit includes the continued updating and implementation of a site Stormwater Management Plan designed to prevent the contact and transport of potential contaminants to surface waters by stormwater flows.

The depth to groundwater fluctuates by a couple of feet depending on the season, but averages about 10 feet below ground surface. Due to the absence of large quantities of potential pollutants on site (no on-site processing or concrete or asphalt production), the mining and reclamation operations are not likely to affect groundwater quality on or off the site. As stated above, mining and reclamation activities shall operate under a CDPS permit and Stormwater Management Plan. The plan provides for regular inspections of potential contaminant areas such as mobile equipment and fuel or lubricant storage locations. Inspections and best management practices are incorporated into the plan to protect both surface and groundwater quality.

### **WILDLIFE INFORMATION**

Please refer to the attached *Tucson South Sand and Gravel Mine Project— Adams County, Colorado Biological Resources Inventory Report September 2018*, prepared by Tetra Tech. Specific details and recommendations regarding vegetation and wildlife are outlined in the report. The general wildlife resources described in the study are as follows:

Biologists documented four of the nine general wildlife species identified as having potential to occur by Colorado Parks and Wildlife (CPW) in the Project area including four black-tailed prairie dogs, one Great Blue Heron, five White Pelicans, and three wild turkeys. In addition, an eastern cottontail rabbit (*Sylvilagus floridanus*) was observed. Other avian species observed perched or flying in the Project area included Mallard (*Anas platyrhynchos*), American Crow (*Corvus brachyrhynchos*), Black-billed Magpies (*Picea hudsonia*), Redwing Blackbird (*Agelaius phoeniceus*), Mourning Dove (*Zenaida macroura*), and Western Tanager, (*Piranga ludoviciana*). All the bird species observed in the Project area are protected under the Migratory Bird Treaty Act (MBTA) (United States Fish and Wildlife Service (USFWS 2013).

The mammals identified by CPW as having potential to occur in the Project area or identified during the survey are not restricted to the site and commonly have large home ranges. Rodent species are known to hibernate or become dormant for portions of the winter. Avian species may be migrants or residents of the Project area.

Activity in the Project area would temporarily displace wildlife and reduce available habitat for animals currently living in the Project area during active operations. Vegetation and preparation of work sites poses the greatest disruption to wildlife in the Project area. During vegetation clearing, most individuals would

move away from construction activities given the disruptive nature of these activities. Some individuals would either attempt to hide within the path of disturbance (e.g., small mammals or reptiles may attempt to burrow underground or remain motionless within the vegetation during clearing) or would be unable to relocate away from the disturbed area.

The Project is not expected to have significant impacts on migratory routes for avian resources. The Project is not within any known major avian migration corridors or stop-over sites and would not impede flight for avian resources or prohibit stop-over in nearby areas. The Project may cause a minor temporary displacement in local food resources for carnivores as some small mammals and insects would be displaced or during construction. A slight decrease in available food for herbivores may also occur due to vegetation clearing.

Some species such as birds or ungulates would continue to use the Project area while project activities are underway. Noise and dust emissions during construction would also cause some wildlife to temporarily leave the Project area during construction. No long-term impacts to wildlife species are expected by the Project. Permanent reclamation of the site will be reclaimed as two below-grade water storage reservoirs and a reclaimed upland meadow in the Project area. Native vegetation will be seeded and planted which will support wildlife species. Wildlife would be allowed to return to the Project area following mining operations. Overall wildlife and vegetation habitat are expected to improve compared to the habitat that currently exists. Available food for both herbivores and carnivores is expected to increase when the Project is completed because wildlife habitat and vegetation habitat is expected to improve.

Conclusions and recommendations regarding wildlife as outlined in the study are as follows:

“This Biological Resources assessment evaluated major categories of resources including special status species, general wildlife and vegetation, and state listed noxious weeds. The special status species included assessment of federal and state listed species, raptors, and migratory birds.”

#### Federal and State Listed Species

No federal listed species were determined to have suitable habitat in the Project area. Five state-listed species were determined to have suitable habitat and potential to occur within the Project area including burrowing owl (ST), brassy minnow (ST), plains minnow (SE), suckermouth minnow (SE), and river otter (ST). These species are protected against take under CRS 33-2-105. Species-specific mitigation measures for each species are described in Section 2.2.1.4 and are summarized in Table 10 below which was taken from the *Tucson South Sand and Gravel Mine Project— Adams County, Colorado Biological Resources Inventory Report September 2018, prepared by Tetra Tech*. All state threatened and state endangered species within the Project area will be protected against take under CRS 33-2-105.

Table 10:

**Mitigation Measures for State-Listed Species With Potential To Occur in the Project Area**

Common Name	Scientific Name (Release)	Status	Mitigation Measures
Burrowing Owl	<i>Athene cunicularia</i>	ST	Pre-construction surveys for burrowing owls according to CPW-recommended survey protocol would be conducted in these locations if construction occurs during the burrowing owl breeding season (March 15–October 31). If nesting owls are observed, the nesting location will be documented and the CPW-recommended seasonal 150-foot non-encroachment buffer will be implemented to minimize the potential for species harassment
Brassy minnow	<i>Hybognathus hankinsoni</i>	ST	These have potential to occur in perennial and intermittent waters intersected by the Project. Perennial and intermittent streams in the Project area will be avoided. No impacts to these species are expected.
Plains Minnow	<i>Hybognathus placitus</i>	SE	
Suckermouth Minnow	<i>Phenacobius mirabilis</i>	SE	
River Otter	<i>Lontra canadensis</i>	ST	The Project would avoid direct impacts to the river otter and impacts to potential river otter breeding habitat along the South Platte River and its associated riparian area including potential natal dens for the river otter. No impacts to the South Platte River, the river otter, or its habitat is anticipated.

**Migratory Birds**

Two potential raptor nests were observed in the Project area during the raptor nest survey. Both were confirmed to be inactive at the time of the survey. Nest surveys will be completed prior to the first year of construction during the winter months prior to leaf-out of trees in the Project. If an active raptor nest is encountered during pre-construction surveys, AI will follow the recommendations of CPW's "Recommended Buffer Zones and Seasonal Restrictions for Colorado Raptors" (CPW 2008). Construction disturbance is not expected to affect raptors to the extent that injury, loss of productivity, or nest abandonment occurs. All migratory birds within the Project area will be protected against take under the MBTA."

During the previous review of this application, the Division of Wildlife recommended that Aggregate consider creation of islands, varied side slopes, and plantings along the shorelines. Final reclamation of the site is slurry wall-lined water storage reservoirs. Any proposed plantings need to be maintained at a safe distance from the clay liner. This need limits the plantings along the outside edge of the reservoir. The potential fluctuation of the water inside the reservoir is not ideal for plantings along the interior of the liner system. To compensate for wildlife habitat within the water storage vessel, Phase 1 and the portion of Phase 3 located north of the reservoir will be reclaimed as upland. Additional plantings including cottonwoods, chokecherry, wild rose, plum and serviceberry will be planted along the eastern side of Phase 3, adjacent to the South Platte River to enhance wildlife habitat.

**VEGETATION INFORMATION**

A Biological Resources Inventory Report, September 2018 was prepared for the project area by Tetra Tech. The complete study is included in Exhibit H. The field survey identified 47 species of native and introduced plants within the Project area. Seven main cover types were observed during the field survey: forested riparian floodplain, mowed grassland, fallow corn field, invasive annual grassland, invasive annual/biannual forb land, and riparian/ herbaceous wetland. Shortgrass and prairie would be the dominant native ecosystem type in the Project area under natural conditions, which were not observed during the field survey.



Four List B Noxious Weed species were identified in the Project area and two List C noxious weeds were identified. Adams County has listed Russian Olive and Musk Thistle for eradication by 2022. Downy Brome, in particular, was observed in several large dense patches. Tetra Tech recommends consultation with the Adams County noxious weed coordinator to determine requirements for control of noxious weeds prior to construction. The severely degraded riparian area along South Platte River is overrun by invasive species such as Crack Willows, Siberian Elm, and Russian Olive trees that inhibit native Willow and Cottonwood growth.

**Noxious Weed Species Observed During Field Surveys**

Weed List (A, B, or C) <sup>1</sup>	Common Name	Scientific Name	State Management Policy
List A Weeds	None observed.	—	—
List B Weeds	Scotch cottonthistle	<i>Onopordum acanthium</i>	Contain: Figure 20.01
	Russian-olive	<i>Elaeagnus angustifolia</i>	Eliminate by 2022
	Musk thistle	<i>Carduus nutans</i>	Eliminate by 2022
	Russian knapweed	<i>Acroptilon repens</i>	Contain: Figure 14.01
List C Weeds	Downy brome	<i>Bromus tectorum</i>	Control up to landowners' discretion
	Field bindweed	<i>Convolvulus arvensis</i>	Control up to landowners' discretion

Source: CDA (2017b)

<sup>1</sup> List B: the state of Colorado and Adams County have developed noxious weed management plans to stop the continued spread of these species. Figure numbers refer to containment maps included in the 2015 Noxious Weed Act—Rules and Regulation Containment Figures by Counties (CDA 2017b.)

List C: widespread and well-established noxious weed species for which control is recommended but not required by the state.

Following mining, disturbed areas will be seeded with a mixture of upland grass species and a weed management plan will be implemented. Revegetation with native grasses and the weed management plan will help minimize the weedy vegetation that typically degrades wildlife habitat.

Please refer to the attached *Tucson South Sand and Gravel Mine Project—Adams County, Colorado Biological Resources Inventory Report September 2018*, prepared by Tetra Tech. Specific details and recommendations regarding vegetation and wildlife are outlined in the report. The conclusions and recommendations regarding vegetation are included below.

### Vegetation Resources

The field survey identified 47 species of native and introduced plants within the Project area. Seven main cover types were observed during the field survey and are shown in Figure 3: forested riparian floodplain, mowed grassland, fallow corn field, invasive annual grassland, invasive annual/biannual forb land, and riparian/ herbaceous wetland. Shortgrass and prairie would be the dominant native ecosystem type in the Project area under natural conditions, which were not observed during the field survey.

### *Listed Noxious Weeds*

Four List B species were identified in the Project area and two List C noxious weeds were identified. No large infestations of noxious weeds were identified. Adams County has listed Russian olive and Musk thistle for eradication by 2022. Downy brome was observed in several large dense patches. Tetra Tech recommends consultation with the Adams County noxious weed coordinator to determine requirements for control of noxious weeds prior to construction.

### Wetlands

An approved Jurisdictional Determination was completed for this project by the Army Corps of Engineers on July 23, 2019. Based on the approval, a Department of Army (DA) permit will not be required for this project.

### **DRAINAGE**

Adams County requires the submittal and preparation of report regarding on-site grading and drainage as a component of the CUP submittal. A Level 1 – Storm Drainage Plan per Adams County regulations is attached for review. Due to the minimal impacts of the proposed project, higher level studies should not be required. The analysis was prepared to demonstrate no adverse impacts to adjacent landowners due to any increase in runoff from development of the land. A summary of the analysis is presented below.

The Tucson South Resource is a proposed aggregate mine located in unincorporated Adams County. Aggregate Industries proposes to excavate the mine to produce aggregates for sale. The proposed project is expected to occur in phases. Phase 1 is located west of Tucson Street and north of State Highway 7. Phase 2 is located east of Tucson Street and north of Highway 7.

### Mining Activities

The project phasing does delineate the major phases of the project and generally denote a change in operational practices such as conveying. Each phase will be subdivided into cells, which will be the working areas where material is actively mined. Cells are approximately 20 acres in size. Initial activities will include the stripping of topsoil and overburden, which will be stockpiled in the locations shown on the CUP mining plans.

A pond perimeter access road, temporary haul roads, and a conveyor system will also be installed for mining operations. Due to the phased nature of the work, installation of roads and the conveyor are expected to take place periodically as operational needs dictate. The conveyor will be elevated above the ground on columns.

The conveyor columns are the only anticipated impervious cover on the site. The conveyor system will be temporary and removed at the end of mining.

Reclamation of each cell is expected to begin during of mining. Phases 1 and 2 will be reclaimed was water storage ponds. The mined high walls will be lined with a compacted soil slope.

### Drainage Impacts of Mining Activities

Aggregate mining, including stripping and stockpiling, are expected to decrease the amount of runoff leaving the site. This is due to the creation of excavations, which will trap all rainfall that falls within the excavation. Some increase in runoff is expected from the construction of the reservoir access roads and the conveyor system.

These increases will be offset from the reduction in runoff due to the excavation of the mines. Phase 2 drains east towards the South Platte River. Runoff is generally not concentrated, except in the area where a previous owner constructed outflow ditches to the river. Phase 1 drains north towards and adjacent property owner.

To evaluate potential impacts, Rational Method calculations were conducted. The runoff calculations were performed in conjunction with the methods, coefficients, and calculations as noted in the Urban Storm Drainage Criteria Manual, published by the Urban Drainage and Flood Control District. For the analysis, runoff was calculated for both the pre-project and post-project conditions. Pre-project conditions were calculated for the total mine phase area. The post-project conditions assumed a smaller area equal to pre-project area less total mine acreage.

The soil types for each of the phases are a combination of hydrologic soil group types A, C, and D. The total area of each per phase for the pre-project evaluations was determined using ArcGIS. For the post-project evaluation, the soil distribution percentages were adjusted proportionally to the post-project area. The time of concentration was assumed to be the same for both the pre-project and post-project conditions so that a direct comparison could be made. The impacts of the conveyor were neglected because the conveyor is elevated off the ground on columns with relatively minor impervious area. The imperviousness of the access road is approximately 40% according to the Urban Storm Drainage Criteria Manual. The imperviousness of the undeveloped conditions is approximately 2% according to the Urban Storm Drainage Criteria Manual. The total area for Phase 2 is approximately 139.4 acres. Up to 83.8 acres will be mined. The post-project condition runoff generating area is approximately 59.9 acres. The pond access road has a surface area of approximately 3.6 acres. The total area for Phase 3 (now Phase 1) is approximately 88.6 acres. Up to 69.2 acres will be mined. The post-project condition runoff generating area is approximately 19.4 acres. The reservoir access road has a surface area of approximately 3.1 acres. A summary sheet showing the calculations parameters is attached. A table summarizing the calculations is presented below.

**Table 1 – Summary of Peak Runoff by Phase**

Basin	Pre-Project Runoff 100-Year Discharge (cfs)	Post-Project Runoff 100-Year Discharge (cfs)
Phase 2	144.2	65.6
Phase 3	120.1	29.5

## Conclusions

As demonstrated with the calculations, the cumulative impact of mining operations is a net reduction in peak runoff from the site. This reduction is due to the impacts of creating basin which will capture runoff. Runoff that falls in the reservoirs will be released at a controlled rate in accordance with the operational guidelines of the reservoirs.

## WATER QUALITY/EROSION CONTROL

Adams County requires the submittal and preparation of an erosion and sediment control plan as a component of the CUP submittal. There are some peculiarities in the regulations covering stormwater discharges for this site. Construction stormwater discharges are regulated and covered by Colorado Discharge Permit System (CDPS) Permit COR030000. This permit specifically covers discharges associated with construction activities only.

As a mine, all stormwater discharges, except as noted in the permit, are covered under permit COG500000, which includes discharges from sand and gravel mining and processing. The published Fact Sheet for permit COG500000, section IV.C, states that "Consistent with Division practice, construction activity does not include land disturbance resulting from the act of mining, such as removal of topsoil and overburden to expose mineable minerals, or the extraction, removal or recovery of minerals." The fact sheet also states that construction activities including, but not limited to haul roads, pads, structures, etc. are considered construction activities. Construction activities must be covered separately under CDPS Permit COR030000. CDPS Permit COG500000 does require the preparation and maintenance of a Stormwater Management Plan (SWMP) similar in nature to that required by CDPS Permit COR030000.

The SWMP must include erosion control drawings that are periodically updated to reflect the measures installed, maintained, or removed. Since the mine is a multi-year project with only certain mining cells open at any one time, it is impractical to prepare a drawing showing all planned erosion control measures for the lifetime of the mine. Mining operations depend on many conditions and are similarly impractical to predict. The preparation of erosion control drawings for work performed under CDPS Permit COG500000 is not practical due to the nature of the work and thus are not submitted as a part of this application. As a part of the CUP submittal, an engineering application for erosion and sediment control is required. As noted in the fact sheet, some activities on the mine will be considered construction activities. This has been interpreted to mean that haul roads and erection of the conveyor system would be considered construction activities.

Erosion control drawings for construction activities have been prepared as a part of this application. The drawings only cover the haul road construction and erection of the conveyor system. No other structures are planned for this project at this time. Due to the nature of the work, an erosion control drawing for only the initial construction phase is provided. The interim phase, which traditionally refers to the phase after underground utility construction, is not applicable for this project. The final phase, where final stabilization is shown, was also not applicable because disturbed lands near the constructed improvements will be covered by permit COG500000 because it is within the mine boundary

## CULTURAL RESOURCES

A Cultural Resource Inventory for the Tucson South Sand and Gravel Mine Project, Adams County, Colorado, was prepared by Tetra Tech in September 2018. Complete copy of the report is included with this application.

### Statement of Objectives



The goals of the cultural resource study were to identify cultural resources likely to be present and possibly affected by the Project, evaluate the cultural resources for their NRHP status, and make management recommendations for those cultural resources in relation to the Project. To achieve these goals, seven tasks were undertaken, which are as follows:

1. Conduct a site file search of the OAHP database to determine whether previous inventories have been performed in or near the Project Research Area (the area within 0.5 miles of the area of potential effect [APE]), and whether previously recorded cultural resources are present in the Research Area. Review historic maps and GLO records to look for possible historic features found in the Research Area.
2. Conduct a cultural resource inventory of the Project APE and identify sites.
3. Record all present cultural resources within the APE. Recordation to include global positioning system (GPS) coordinates, site sketch map, photographs, and site descriptions.
4. Complete OAHP site forms for all observed cultural resources within the APE.
5. Evaluate all recorded cultural resources within the APE.
6. Make appropriate management recommendations for all recorded cultural resources.
7. Prepare a report of the results of the inventory and submit to the lead agency with the understanding that the lead agency will submit to the OAHP.

### Recommendations

The cultural resource survey resulted in the identification of four new cultural resource (5AM.3866.1, 5AM.3867.1, 5AM.3868.1, and 5AM.3869). Tetra Tech has left site 5AM.3866.1 as unevaluated pending additional research to better assess their NRHP eligibility and should be treated as eligible site and avoided by any ground disturbing activity. According to the latest Project engineering design, the site will not be directly impacted by the mine and a slurry wall will be erected along the eastern extent of the ditch segment. Sites 5AM.3867.1, 5AM.3868.1, and IF 5AM.3869 have been recommended as not eligible for inclusion onto the NRHP.

If construction staff or others observe previously unidentified archaeological resources during construction, work should be halted in the vicinity of the find(s) and the Project Archaeologist immediately notified so that the resource value may be assessed as soon as possible, and appropriate next steps determined in coordination with the landowner, OAHP, and/or lead agency. Such finds should be formally recorded and evaluated for NRHP eligibility, as appropriate. The resource should be protected from further disturbance or looting pending evaluation and agreement from the State Historic Preservation Office regarding the resource's eligibility status. Should the unanticipated discovery be determined to be a historic property that is NRHP-eligible and cannot be avoided, AI should provide justification why the resource cannot be avoided and recommend treatment options (e.g., data recovery) to the landowner and OAHP.

If human remains are inadvertently discovered during construction activities, all work in the vicinity of the find should cease and the Adams County Coroner contacted immediately to determine the nature of the remains and if the remains are Native American

### **TRAFFIC IMPACTS**

There are no traffic impacts during this project. Aggregate Industries is proposing to use conveyor only to transport material to the existing Weld County site.

## FLOOD PLAIN

A complete Floodplain Use Permit Application was prepared by Tetra Tech for this property. The complete application is included with the application materials. The report concluded:

From the results of the modeling, Aggregate Industries has demonstrated compliance with applicable rules and regulations regarding work within the effective floodplain. Fill for temporary stockpiles are proposed in areas that were selected because the location was presumed to have the least impacts on water surface elevations and were located outside the effective floodway. Hydraulic modeling was performed to evaluate the impacts.

Adams County allows up to 0.25 feet of rise in the water surface elevations. The results of the modeling, including the unlikely "all phases" scenario, show that the total impacts on water surface elevation do not exceed 0.09 feet of rise.

A Floodplain Use Permit has been received by Adams County for this project.

## ADAMS COUNTY REVIEW CRITERIAL, SECTION 3-38-06 OPERATION AND REHABILITATION STANDARDS FOR ALL MINING OPERATIONS

### 3-38-06-01 MINING PERMIT REQUIRED

All mining operations shall have a permit to excavate issued by the State of Colorado prior to beginning mineral extraction.

*There is an existing State of Colorado Division of Reclamation, Mining and Safety (CDRMS) 112 Permit to mine sand and gravel on the site (M-2002-044). The applicant has applied to revise the permit and a decision on the application is anticipated in mid- June 2020. A complete copy of the CDRMS permit amendment application is included with this application. Aggregate Industries will not begin mining on the site until all required permits are obtained.*

### 3-38-06-02 EXCAVATION SETBACK FROM ADJACENT PROPERTY

No excavation or deposit of overburden within twenty-five (25) feet of the boundary of adjacent property, easement, irrigation ditch or right-of-way is permitted unless written agreement of the owner(s) of such property, easement, irrigation ditch, or right-of-way is obtained by the mining operation.

*The application as presented meets the setback standards as outlined above. Additional setbacks have been determined through slope stability modeling and are illustrated on sheets 4 and 5 of the Conditional Use Site Plan map. The applicant has also submitted structure agreement to all owners of structures within 200' of the area of disturbance as required by the CDRMS. Copies of the agreements are included in Exhibit S of the DRMS application materials.*

### 3-38-06-03 EXCAVATION SETBACK FROM NEARBY RESIDENCE

No excavation within one-hundred-twenty-five (125) feet of any existing residence is permitted unless written agreement of the owners and occupants of such residence are obtained.

*No excavation will take place within 125' of any residence not owned by the applicant. Setbacks have been determined through slope stability modeling.*

#### 3-38-06-04 ROCK CRUSHERS SETBACK FROM NEARBY RESIDENCE

No excavation involving the use of rock crushers or other similar equipment shall take place within two-hundred-fifty (250) feet of a residence.

*There are no rock crushing operations associated with this permit.*

#### 3-38-06-05 HAULING ROADS

Hauling roads within the premises shall be maintained in a reasonably dust free condition.

*Hauling roads will be maintained in a reasonably dust free condition through the use of a watering trucks.*

#### 3-38-06-06 HOURS OF OPERATION

Mineral excavation, crushing, hauling, loading, sorting or similar operation shall only occur between the hours of 6:00 a.m. to 10:00 p.m. Shorter hours of operation may be imposed in urbanized areas, as part of conditional use approval.

*Proposed hours of operation are 7:00AM to 7:00PM, six days per week.*

#### 3-38-06-07 TWO FEET OF WATER BEARING STRATA

All sand and gravel shall be excavated in such a manner as to have an average of two (2) feet of undisturbed sand and gravel to provide a water bearing strata, unless the reclamation plan provides for a permanent lake or a landfill.

*The applicant as proposed included line, municipal water storage ponds to provide for permanent lakes.*

#### 3-38-06-08 CUT SLOPES

In no event shall a slope of less than 2:1 be left for dry pits, or a slope of 3:1 to a depth of ten (10) feet and 2:1 thereafter for a wet pit when operations are completed, except as provided herein.

*All reclaimed slopes will be a minimum of 3:1.*

#### 3-38-06-09 HAULING ROUTE

The operator shall submit a route plan to the Director of Community and Economic Development and receive permission to use for haulage any public right-of-way not designated for such haulage by reason of load limit, dust, right-of-way or pavement width or other relevant factors. The Director of Community and Economic Development may place reasonable restrictions on such right-of-way use.

*Not applicable*

#### 3-38-06-10 EXCAVATION PIT FLOOR

The floor of excavation pits whether wet or dry shall be left in a reasonably smooth condition.

*Reclamation will leave the floor of the reservoirs in a reasonably smooth condition.*

#### 3-38-06-11 FLOODING AND DRAINAGE

The operator shall not excavate, store overburden, or excavate materials or dike in such a manner as to increase any drainage or flooding on property not owned by the operator or damage to public facilities.

*All mining activities will be governed by a Flood Plain Development Permit to assure that this requirement is met.*

#### 3-38-06-12 FENCING

Prior to starting excavation, the operator shall fence gravel pit operations with a "V" mesh or chain link fence to a height of seventy-two (72) inches topped with three strands of barbed wire canted to a forty-five (45) degree angle outward. Where the operation is adjacent to subdivided and/or developed commercial,

residential, or industrial property (except I-3) a solid screen fence will be erected to prevent the visibility of the mining operation if deemed necessary by the Community and Economic Development Department. The operator may fence the entire area immediately, or fence only areas of excavation; however, no fence shall be removed until rehabilitation has been completed.

*The applicant will install the required fencing in phases. It is anticipated that the fence around the pond cells will remain upon completion of the reclamation.*

### 3-38-06-13 NOISE

All operations shall conform to noise, vibration, and other standards in the performance standards section of these standards and regulations.

*The operation will comply with the standards as required. Aggregate Industries utilizes white noise back up beepers on all of their equipment. No onsite crushing or processing is associated with this permit.*

### 3-38-06-14 RECLAMATION OF SPENT AREAS NEAR EXISTING DEVELOPMENT

Where the operation is adjacent to subdivided property and/or to developed commercial, residential or industrial (except I-3), once mining has been completed, said site is not to be used as an area to stockpile sand and gravel resources. The mining operator shall reclaim the area as soon as possible after mining has been completed to prevent soil erosion and nuisance conditions. In all cases, reclamation shall occur no later than five (5) years after mining has been completed.

*The site will be concurrently reclaimed to create the water storage ponds. Compaction for the pond side slopes at this site will be 95 percent (or better) standard proctor. When an area is completely mined out from grade to bedrock, each section approximately 800-foot-wide (or approximately 30 acres), will begin side slope construction while the next contiguous area or consecutive phase is beginning mining. Due to the floodway, there is limited space for stockpile placement at this site; by concurrently reclaiming, as an area is being prepared for mining, the overburden and topsoil can be stripped and immediately placed, or stockpiled in the previously mined area, limiting the material handling. It is estimated that within 6 months of an area being completely mined, it will be reclaimed.*

*Backfilling of mining cells and other reclamation activities will be concurrent with mining. Topsoil, overburden, and non-marketable material excavated during mining will be used almost immediately. Small temporary stockpiles may be created within or along the edge of the mining cells. When enough material is available in the stockpile, the material will be graded into the previously mined areas. Locations of topsoil and overburden stockpiles are shown on the Mine Plans.*

### 3-38-06-15 AIR EMISSIONS

All air emissions shall conform to standards established by the Colorado Department of Public Health and Environment.

*The applicant has obtained any required Air Quality Emission permits. In addition, all vehicles and on-site equipment meet CDPHE standards for emissions.*

### 3-38-06-16 WATER QUALITY

All water uses, and discharges shall conform to standards established by the State Water Quality Control Commission and the water laws of the State of Colorado.

*Adams County requires the submittal and preparation of an erosion and sediment control plan as a component of the CUP submittal. There are some peculiarities in the regulations covering stormwater discharges for this site. Construction stormwater discharges are regulated and covered by Colorado*



*Discharge Permit System (CDPS) Permit COR030000. This permit specifically covers discharges associated with construction activities only. As a mine, all stormwater discharges, except as noted in the permit, are covered under permit COG500000, which includes discharges from sand and gravel mining and processing. The published Fact Sheet for permit COG500000, section IV.C, states that "Consistent with Division practice, construction activity does not include land disturbance resulting from the act of mining, such as removal of topsoil and overburden to expose mineable minerals, or the extraction, removal or recovery of minerals." The fact sheet also states that construction activities including, but not limited to haul roads, pads, structures, etc. are considered construction activities. Construction activities must be covered separately under CDPS Permit COR030000. CDPS Permit COG500000 does require the preparation and maintenance of a Stormwater Management Plan (SWMP) similar in nature to that required by CDPS Permit COR030000. The SWMP must include erosion control drawings that are periodically updated to reflect the measures installed, maintained, or removed. Since the mine is a multi-year project with only certain mining cells open at any one time, it is impractical to prepare a drawing showing all planned erosion control measures for the lifetime of the mine. Mining operations depend on many conditions and are similarly impractical to predict. The preparation of erosion control drawings for work performed under CDPS Permit COG500000 is not practical due to the nature of the work and thus are not submitted as a part of this application. As a part of the CUP submittal, an engineering application for erosion and sediment control is required. As noted in the fact sheet, some activities on the mine will be considered construction activities. This has been interpreted to mean that haul roads and erection of the conveyor system would be considered construction activities.*

*Erosion control drawings for construction activities have been prepared as a part of this application. The drawings only cover the haul road construction and erection of the conveyor system. No other structures are planned for this project at this time. Due to the nature of the work, an erosion control drawing for only the initial construction phase is provided. The interim phase, which traditionally refers to the phase after underground utility construction, is not applicable for this project. The final phase, where final stabilization is shown, was also not applicable because disturbed lands near the constructed improvements will be covered by permit COG500000 because it is within the mine boundary.*

### 3-38-06-17 SLOPE STABILIZATION

All slopes shall be stabilized and land remaining in the natural water level must be revegetated in a manner compatible with the surrounding area, and subject to the approval of the Adams County Community and Economic Development Department.

*Once backfill is placed to the approximate final grade for upland meadow or pond side slope creation, the area will be rough graded to establish final elevations, slopes, and transitions. Final grading will include addition of topsoil and surface preparation for revegetation. Special attention shall be given to transitions from reclaimed areas to undisturbed land. The final topography will not create new surface drainage directed onto adjacent properties.*

*Pond side slopes will include the steepest reclaimed grades on the site, potentially as steep as 3H:1V. The side slopes will be graded smooth to accommodate future maintenance of the lined reservoirs. The reclamation will not leave high walls on the property.*

### 3-38-06-18 REVEGETATION

The revegetation plan must meet the standards of the Colorado State University Extension Agency. After revegetation of an area, the area must be maintained for a period of three (3) years or until all vegetation is firmly established in the reclaimed area.

*Revegetation will only include grass seeding of disturbed areas. No tree or shrub planting is planned around the perimeter of the ponds. Where required, topsoil will be replaced to a depth of 6 to 12 inches. Topsoil will be placed after backfilling and rough grading is completed. As an area is reclaimed, runoff or excess water from adjacent areas will not be allowed to flow over slopes being graded and seeded. If needed, berms or channels will be constructed to divert excess water and dispose of it in a safe and non-erosive manner.*

## COLORADO DIVISION OF MINERALS AND GEOLOGY 112 PERMIT AMENDMENT APPLICATION

An application to revise the existing CRDMS Permit was submitted to the State of Colorado to remove the south parcel. The application is currently under review. A complete Copy of the Colorado Division of Mining Reclamation and Safety Permit application is attached. Specific technical information referenced throughout the application materials is included in the DRMS Application. The application included the following information:

- APPLICATION FORM (Original and one copy);
- Application Fee; and
- Exhibits
  - EXHIBIT A – Legal Description
  - EXHIBIT B – Index Map
  - EXHIBIT C – Pre-Mining and Mining Plan Maps of Affected Lands
  - EXHIBIT D – Mining Plan
  - EXHIBIT E – Reclamation Plan
  - EXHIBIT F – Reclamation Plan Map
  - EXHIBIT G – Water Information
  - EXHIBIT H – Wildlife Information
  - EXHIBIT I – Soils Information
  - EXHIBIT J – Vegetation Information
  - EXHIBIT K – Climate Information
  - EXHIBIT L – Reclamation Costs
  - EXHIBIT M – Other Permits and Licenses
  - EXHIBIT N – Source of Legal Right-To-Enter
  - EXHIBIT O – Owners of Record of Affected Land (Surface Area) and Owners of Substance to be Mined
  - EXHIBIT P – Municipalities Within Two Miles
  - EXHIBIT Q – Proof of Mailing Notices to County Commissioners and Conservation District
  - EXHIBIT R – Proof of Filing with County Clerk or Recorder
  - EXHIBIT S – Permanent Man-Made Structures
  - ADDENDUM 1 – Certification of Sign Posting and Letters to Utility Structure Owners
  - Rule 6.5 – Geotechnical Stability Exhibit

**TUCSON SOUTH  
TITLE COMMITMENTS  
(ALL PARCELS LOCATED IN ADAMS COUNTY, CO)  
Preliminary Commitments Issued between 10/29/18 and 11/20/18 (effective dates)**

**1. Preliminary Title Commitments with Schedule B Exception Documents (for permit applications and sale to Aurora)**

Seller/Owner: AGGREGATE INDUSTRIES-WCR INC  
1687 COLE BLVD STE 300  
GOLDEN CO 80401-3318

Purchaser: CITY OF AURORA  
15151 E ALAMEDA PKWY  
AURORA CO 80012-1555

Sales Price: TBD

**Parcel Number:** 0157101300002; **Commitment No: 200860** (former Haake N of Hwy 7)  
**Parcel Number:** 0157112000006; **Commitment No: 200857** (former Haake S of Hwy 7)  
**Parcel Number:** 0157101000033; **Commitment No: 200862** (former Getz)  
**Parcel Number:** 0157101000034; **Commitment No: 200863** (former Morrison/Kloefkorn)  
**Parcel Number:** 0157101000035; **Commitment No: 200864** (former Mallory)  
**Parcel Number:** 0157101000016; **Commitment No: 200865** (former Leon)  
**Parcel Number:** 0157101000018; **Commitment No: 201510** (former Todd Creek Seltzer well)

**2. Preliminary Title Commitment with Schedule B Exception Documents (only for inclusion with Permit applications, NOT for purposes of purchase/sale).**

Owner: AGGREGATE INDUSTRIES-WCR INC  
1687 COLE BLVD STE 300  
GOLDEN CO 80401-3318  
**Parcel Number:** 0157101100002 (former Stough parcel)

Owner: CITY OF AURORA  
15151 E ALAMEDA PKWY  
AURORA CO 80012-1555  
**Parcel Number:** 0157101000028 (former Faudoa parcel)  
**Parcel Number:** 0157101000017 (former Mars parcel)  
**Parcel Number:** 0157101300001 (former Agg Ind parcel—ditch areas)

Owner: CITY OF THORNTON (Old Tucson Resource reservoir parcel)  
9500 CIVIC DR  
THORNTON CO 80229-4326  
**Parcel Number:** 0157101002001



INFORMATION ONLY  
**Empire Title North, LLC**  
12000 Pecos Street, Suite 275  
Westminster, CO 80234  
Tel: (303) 280-1669 • Fax: (303) 280-0801

Date: **November 30, 2018**  
File Number: **201510**  
Property Address: **Land Only, Brighton, CO 80602**  
Owner: **Aggregate Industries - WCR, Inc**

Please deliver to the Following Customers:

To: **Aggregate Industries - WCR Inc**  
1687 Cole Blvd Ste 300  
Golden, CO 80401

Attn: **Joel Bolduc**

To: **Empire Title North, LLC**  
**12000 Pecos Street, Suite 275**  
**Westminster, CO 80234**

Attn: **Lisa Anders**

Enclosed please find the following item(s) concerning the above captioned order. Should you have any questions regarding the attached documentation, please contact us at **(303) 280-1669**. We appreciate your business very much and look forward to serving you in this transaction.

Your Escrow Officer for this transaction is **Lisa Anders**  
Phone Number: **(303) 280-1669** Fax Number: **(303) 280-0801**

<input type="checkbox"/> Commitment	<input type="checkbox"/> Endorsement	<input type="checkbox"/> Revised Commitment
<input type="checkbox"/> Tax Certificate	<input type="checkbox"/> Covenants, Conditions, Restrictions	<input type="checkbox"/> Schedule B-2 Documents
<input type="checkbox"/> Schedule B-1 Documents	<input type="checkbox"/> Ownership Encumbrance Report	<input type="checkbox"/> Title Guarantee

# COMMITMENT FOR TITLE INSURANCE

## SCHEDULE A

Commitment Number: **201510**  
AMENDMENT NUMBER:  
PROPERTY ADDRESS:  
**Land Only, Brighton, CO 80602**  
SCHEDULE #: **0157101000018**

1. Effective date: **November 20, 2018 at 8:00 AM**

2. Policy or policies to be issued:	Amount	Premium
-------------------------------------	--------	---------

A. ALTA Owner's Policy - Proposed Insured:	\$	\$
--	----	----

B. ALTA Loan Policy - Proposed Insured	\$	\$
--	----	----

C. None - Proposed Insured:	\$	\$
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Endorsement	\$
Endorsement	\$
<b>TAX CERTIFICATE</b>	\$
<b>WORK CHARGE</b>	<b>\$400.00</b>
	\$
	\$
<b>TOTAL</b>	<b>\$400.00</b>

3. The estate or interest in the land described or referred to in this commitment and covered herein is **FEE SIMPLE** and title thereto is at the effective date hereof vested in:

**Aggregate Industries - WCR, Inc, a Colorado Corporation**

2018000077570

4. The land referred to in this commitment is described as follows:

A PARCEL OF LAND IN THE SW1/4 OF SECTION 1, TOWNSHIP 1 SOUTH, RANGE 67 WEST OF THE 6TH P.M., COUNTY OF ADAMS, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 1; THENCE NORTH ALONG THE WEST LINE OF SAID SECTION 1 A DISTANCE OF 1449 FEET; THENCE S84°05'E A DISTANCE OF 1334.7 FEET TO THE TRUE POINT OF BEGINNING; THENCE S69°18'E, 260.7 FEET;  
THENCE N07°32'E, 171.6 FEET;  
THENCE N69°18'W, 260.7 FEET;  
THENCE S07°32'W, 171.6 FEET TO THE POINT OF BEGINNING, COUNTY OF ADAMS, STATE OF COLORADO.

## **SCHEDULE B-1**

### **Requirements**

The following are to be complied with:

Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured.

Proper instrument(s) creating the estate or interest to be insured must be executed and duly filed for record, to-wit:

A. NONE - INFORMATIONAL ONLY

THE LIABILITY OF THIS REPORT IS LIMITED TO THE AMOUNT PAID FOR IT.

## SCHEDULE B-2

### Exceptions

The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company:

1. Rights or claims of parties in possession not shown by the public records.
2. Easements or claims of easements, not shown by the public records.
3. Discrepancies, conflicts in boundary lines, shortages in area, encroachments, and any facts which a correct survey and inspection of the premises would disclose and which are not shown by the public records.
4. Any lien or right to a lien for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Defects, liens, encumbrances, adverse claims, or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.
6. Unpatented mining claims: reservations or exceptions in Patents or in Acts authorizing the issuance thereof, water rights, claims or title to water;  
NOTE: Item no. 6 of the above will not appear on the Lender's Policy (if any) to be issued hereunder.
7. Taxes and assessments which are a lien or are now due and payable; any tax, special assessment, charge or lien imposed for or by any special taxing district or for water or sewer service; any unredeemed tax sales.
8. RIGHTS OF WAY FOR COUNTY ROADS AND HIGHWAYS, DITCHES, LATERALS, CANALS, RESERVOIRS, AND RESERVOIR FILINGS, AS THE SAME MAY BE FOUND TO INTERSECT OR CROSS SUBJECT PROPERTY.
9. RIGHTS AND PRIVILEGES AS CONVEYED IN QUIT CLAIM DEED RECORDED OCTOBER 9, 1956 IN BOOK 631 AT PAGE 295.
10. THE EFFECT OF MAP OF SELTZER-CARLSON IRRIGATION WELL NO. 1 AND PIPELINE, RECORDED JANUARY 25, 1957 IN FILE 15, MAP 43, ADAMS COUNTY, COLORADO (COPY UNAVAILABLE).
11. EASEMENT GRANTED TO PUBLIC SERVICE COMPANY OF COLORADO BY INSTRUMENT RECORDED MARCH 9, 1962 IN BOOK 970 AT PAGE 427.
12. TERMS, CONDITIONS, STIPULATIONS AND OBLIGATIONS AS CONTAINED IN AND BURDENS IMPOSED BY RIGHT OF WAY AGREEMENT RECORDED JUNE 3, 1963 IN BOOK 1070 AT PAGE 496.
13. TERMS, CONDITIONS, STIPULATIONS AND OBLIGATIONS AS CONTAINED IN AND BURDENS IMPOSED BY RIGHT OF WAY AGREEMENT FOR ELECTRICAL POWER LINE RECORDED JUNE 3, 1963 IN BOOK 1070 AT PAGE 498.
14. TERMS, CONDITIONS, STIPULATIONS AND OBLIGATIONS AS CONTAINED IN AND BURDENS IMPOSED BY OPTION AGREEMENT RECORDED JANUARY 22, 2002 AT RECEPTION NO. C0916204.
15. OIL AND GAS LEASE BETWEEN CARL SELTZER ALSO KNOWN AS CARL CLIFFORD SELTZER, AND T.S. PACE, RECORDED JULY 20, 1970 IN BOOK 1614 AT PAGE 156; CORRECTION OF LEASE DESCRIPTION RECORDED FEBRUARY 11, 1975 IN BOOK 1977 AT PAGE 291; AND AMENDMENT RECORDED JULY 14, 1986 IN BOOK 3170 AT PAGE 695; AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTERESTS THEREIN.
16. RIGHTS AND PRIVILEGES AS CONVEYED IN SPECIAL WARRANTY DEED RECORDED AUGUST 7, 2001 AT RECEPTION NO. C0839204.



**EMPIRE TITLE NORTH, LLC**

**Disclosures**

All documents received for recording or filing in the Clerk and Recorder's office shall contain a top margin of at least one inch and a left, right and bottom margin of at least one half of an inch. The Clerk and Recorder will refuse to record or file any document that does not conform to the requirements of this section. Pursuant to C.R.S. 30-10-406(3)(a).

The company will not issue its policy or policies of title insurance contemplated by this commitment until it has been provided a Certificate of Taxes due or other equivalent documentation from the County Treasurer or the County Treasurer's authorized agent; or until the Proposed Insured has notified or instructed the company in writing to the contrary. Pursuant to C.R.S. 10-11-122.

No person or entity that provides closing and settlement services for a real estate transaction shall disburse funds as a part of such services until those funds have been received and are available for immediate withdrawals as a matter of right. Pursuant to C.R.S. 38-35-125(2).

The Company hereby notifies the proposed buyer in the current transaction that there may be recorded evidence that the mineral estate, or portion thereof, has been severed, leased, or otherwise conveyed from the surface estate. If so, there is a substantial likelihood that a third party holds some or all interest in the oil, gas, other minerals, or geothermal energy in the subject property. Such mineral estate may include the right to enter and use the property without the surface owner's permission. Pursuant to C.R.S. 10-11-123.

If this transaction includes a sale of property and the sales price exceeds \$100,000.00, the seller must comply with the disclosure/withholding requirements of said section. (Nonresident withholding) Pursuant to C.R.S. 39-22-604.5.

Notice is hereby given that: The subject property may be located in a special taxing district. A Certificate of Taxes due listing each taxing jurisdiction shall be obtained from the County Treasurer or the County Treasurer's authorized agent. Information regarding special districts and the boundaries of such districts may be obtained from the Board of County Commissioners, the County Clerk and Recorder, or the County Assessor. Pursuant to C.R.S. 10-11-122.

Notice is hereby given that: **Pursuant to Colorado Division of Insurance Regulation 8-1-2;**

"Gap Protection" -When this Company conducts the closing and is responsible for recording or filing the legal documents resulting from the transaction, the Company shall be responsible for all matters which appear on the record prior to such time or recording or filing; and

"Mechanic's Lien Protection" - If you are the buyer of a single family residence, you may request mechanic's lien coverage to be issued on your policy of Insurance. If the property being purchased has not been the subject of construction, improvements or repairs in the last six months prior to the date of this commitment, the requirements will be payment of the appropriate premium and the completion of an Affidavit and Indemnity by the seller. If the property being purchased was constructed, improved or repaired within six months prior to the date of this commitment the requirements may involve disclosure of certain financial information, payment of premiums, and indemnity, among others. The general requirements stated above are subject to revision and approval by the Company. Pursuant to C.R.S. 10-11-122.

**Notice is hereby given that an ALTA Closing Protection Letter is available, upon request, to certain parties to the transaction as noted in the title commitment. Pursuant to Colorado Division of Insurance Regulation 8-1-3.**

**Nothing herein contained will be deemed to obligate the Company to provide any of the coverages referred to herein unless the above conditions are fully satisfied**



## **Notice of Privacy Policy**

of

## **Westcor Land Title Insurance Company**

Westcor Land Title Insurance Company ("WLTIC") values its customers and is committed to protecting the privacy of personal information. In keeping with that philosophy, we have developed a Privacy Policy, set out below, that will ensure the continued protection of your nonpublic personal information and inform you about the measures WLTIC takes to safeguard that information.

### **Who is Covered**

We provide our Privacy Policy to each customer when they purchase an WLTIC title insurance policy. Generally, this means that the Privacy Policy is provided to the customer at the closing of the real estate transaction.

### **Information Collected**

In the normal course of business and to provide the necessary services to our customers, we may obtain nonpublic personal information directly from the customer, from customer-related transactions, or from third parties such as our title insurance agents, lenders, appraisers, surveyors or other similar entities.

### **Access to Information**

Access to all nonpublic personal information is limited to those employees who have a need to know in order to perform their jobs. These employees include, but are not limited to, those in departments such as legal, underwriting, claims administration and accounting.

### **Information Sharing**

Generally, WLTIC does not share nonpublic personal information that it collects with anyone other than its policy issuing agents as needed to complete the real estate settlement services and issue its title insurance policy as requested by the consumer. WLTIC may share nonpublic personal information as permitted by law with entities with whom WLTIC has a joint marketing agreement. Entities with whom WLTIC has a joint marketing agreement have agreed to protect the privacy of our customer's nonpublic personal information by utilizing similar precautions and security measures as WLTIC uses to protect this information and to use the information for lawful purposes. WLTIC, however, may share information as required by law in response to a subpoena, to a government regulatory agency or to prevent fraud.

### **Information Security**

WLTIC, at all times, strives to maintain the confidentiality and integrity of the personal information in its possession and has instituted measures to guard against its unauthorized access. We maintain physical, electronic and procedural safeguards in compliance with federal standards to protect that information.

*The WLTIC Privacy Policy can also be found on WLTIC's website at [www.wltic.com](http://www.wltic.com).*

INFORMATION ONLY  
**Empire Title North, LLC**  
12000 Pecos Street, Suite 275  
Westminster, CO 80234  
Tel: (303) 280-1669 • Fax: (303) 280-0801

Date: **November 27, 2018**  
File Number: **200857**  
Property Address: **Vacant Land, Brighton, CO 80601**  
Owner: **Aggregate Industries-WCR inc**

Please deliver to the Following Customers:

To:		Attn:	
To:	Aggregate Industries - WCR Inc 1687 Cole Blvd Ste 300 Golden, CO 80401	Attn:	Connie Davis
To:	<b>Empire Title North, LLC</b> <b>12000 Pecos Street, Suite 275</b> <b>Westminster, CO 80234</b>	Attn:	<b>Lisa Anders</b>

Enclosed please find the following item(s) concerning the above captioned order. Should you have any questions regarding the attached documentation, please contact us at **(303) 280-1669**. We appreciate your business very much and look forward to serving you in this transaction.

Your Escrow Officer for this transaction is **Lisa Anders**  
Phone Number: **(303) 280-1669** Fax Number: **(303) 280-0801**

<input type="checkbox"/> Commitment	<input type="checkbox"/> Endorsement	<input type="checkbox"/> Revised Commitment
<input type="checkbox"/> Tax Certificate	<input type="checkbox"/> Covenants, Conditions, Restrictions	<input type="checkbox"/> Schedule B-2 Documents
<input type="checkbox"/> Schedule B-1 Documents	<input type="checkbox"/> Ownership Encumbrance Report	<input type="checkbox"/> Title Guarantee

# COMMITMENT FOR TITLE INSURANCE

## SCHEDULE A

Commitment Number: **200857**  
AMENDMENT NUMBER:  
PROPERTY ADDRESS:  
**Vacant Land, Brighton, CO 80601**  
SCHEDULE #: **0157112000006**

1. Effective date: **November 20, 2018 at 8:00 AM**

2. Policy or policies to be issued:	Amount	Premium
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A. ALTA Owner's Policy - Proposed Insured:	\$	\$
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B. ALTA Loan Policy - Proposed Insured	\$	\$
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C. None - Proposed Insured:	\$	\$
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Endorsement		\$
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Endorsement		\$
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		\$
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<b>WORK CHARGE</b>		\$350.00
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		\$
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		\$
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<b>TOTAL</b>		<b>\$350.00</b>
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3. The estate or interest in the land described or referred to in this commitment and covered herein is **FEE SIMPLE** and title thereto is at the effective date hereof vested in:

**Aggregate Industries-WCR inc, a Colorado Corporation**

4. The land referred to in this commitment is described as follows:

PARCEL B OF A GENERAL WARRANTY DEED RECORDED FEBRUARY 27, 2001 AT RECEPTION NO. C0765905,  
COUNTY OF ADAMS, STATE OF COLORADO.

## **SCHEDULE B-1**

### **Requirements**

The following are to be complied with:

Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured.

Proper instrument(s) creating the estate or interest to be insured must be executed and duly filed for record, to-wit:

A. NONE - INFORMATIONAL ONLY

THE LIABILITY OF THIS REPORT IS LIMIT TO THE AMOUNT PAID FOR IT.



## SCHEDULE B-2

### Exceptions

The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company:

1. Rights or claims of parties in possession not shown by the public records.
2. Easements or claims of easements, not shown by the public records.
3. Discrepancies, conflicts in boundary lines, shortages in area, encroachments, and any facts which a correct survey and inspection of the premises would disclose and which are not shown by the public records.
4. Any lien or right to a lien for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Defects, liens, encumbrances, adverse claims, or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.
6. Unpatented mining claims: reservations or exceptions in Patents or in Acts authorizing the issuance thereof, water rights, claims or title to water;  
NOTE: Item no. 6 of the above will not appear on the Lender's Policy (if any) to be issued hereunder.
7. Taxes and assessments which are a lien or are now due and payable; any tax, special assessment, charge or lien imposed for or by any special taxing district or for water or sewer service; any unredeemed tax sales.
8. TERMS, CONDITIONS, STIPULATIONS AND OBLIGATIONS AS CONTAINED IN AND BURDENS IMPOSED BY RULE AND ORDER RECORDED JULY 12, 1968 IN BOOK 1448 T PAGE 387.
9. TERMS, CONDITIONS, STIPULATIONS AND OBLIGATIONS AS CONTAINED IN AND BURDENS IMPOSED BY DEED OF RIGHT OF WAY RECORDED MAY 24, 1974 IN BOOK 1932 AT PAGE 458.
10. TERMS, CONDITIONS, STIPULATIONS AND OBLIGATIONS AS CONTAINED IN AND BURDENS IMPOSED BY ELECTRIC UTILITY EASEMENT RECORDED SEPTEMBER 30, 1977 IN BOOK 2178 AT PAGE 523.
11. TERMS, CONDITIONS, STIPULATIONS AND OBLIGATIONS AS CONTAINED IN AND BURDENS IMPOSED BY SPECIAL WARRANTY DEED RECORDED FEBRUARY 27, 2001 AT RECEPTION NO. C0765906.
12. TERMS, CONDITIONS, STIPULATIONS AND OBLIGATIONS AS CONTAINED IN AND BURDENS IMPOSED BY DRY UP COVENANT RECORDED FEBRUARY 5, 2002 AT RECEPTION NO. C0923230.
13. TERMS, CONDITIONS, STIPULATIONS AND OBLIGATIONS AS CONTAINED IN AND BURDENS IMPOSED BY ACCESS EASEMENT RECORDED JULY 1, 2008 AT RECEPTION NO. 2008000052653.
14. ANY AND ALL UNPAID TAXES AND ASSESSMENTS. A TAX CERTIFICATE HAS BEEN ORDERED.

EMPIRE TITLE NORTH, LLC

Disclosures

All documents received for recording or filing in the Clerk and Recorder's office shall contain a top margin of at least one inch and a left, right and bottom margin of at least one half of an inch. The Clerk and Recorder will refuse to record or file any document that does not conform to the requirements of this section. Pursuant to C.R.S. 30-10-406(3)(a).

The company will not issue its policy or policies of title insurance contemplated by this commitment until it has been provided a Certificate of Taxes due or other equivalent documentation from the County Treasurer or the County Treasurer's authorized agent; or until the Proposed Insured has notified or instructed the company in writing to the contrary. Pursuant to C.R.S. 10-11-122.

No person or entity that provides closing and settlement services for a real estate transaction shall disburse funds as a part of such services until those funds have been received and are available for immediate withdrawals as a matter of right. Pursuant to C.R.S. 38-35-125(2).

The Company hereby notifies the proposed buyer in the current transaction that there may be recorded evidence that the mineral estate, or portion thereof, has been severed, leased, or otherwise conveyed from the surface estate. If so, there is a substantial likelihood that a third party holds some or all interest in the oil, gas, other minerals, or geothermal energy in the subject property. Such mineral estate may include the right to enter and use the property without the surface owner's permission. Pursuant to C.R.S. 10-11-123.

If this transaction includes a sale of property and the sales price exceeds \$100,000.00, the seller must comply with the disclosure/withholding requirements of said section. (Nonresident withholding) Pursuant to C.R.S. 39-22-604.5.

Notice is hereby given that: The subject property may be located in a special taxing district. A Certificate of Taxes due listing each taxing jurisdiction shall be obtained from the County Treasurer or the County Treasurer's authorized agent. Information regarding special districts and the boundaries of such districts may be obtained from the Board of County Commissioners, the County Clerk and Recorder, or the County Assessor. Pursuant to C.R.S. 10-11-122.

Notice is hereby given that: **Pursuant to Colorado Division of Insurance Regulation 8-1-2;**

"Gap Protection" -When this Company conducts the closing and is responsible for recording or filing the legal documents resulting from the transaction, the Company shall be responsible for all matters which appear on the record prior to such time or recording or filing; and

"Mechanic's Lien Protection" - If you are the buyer of a single family residence, you may request mechanic's lien coverage to be issued on your policy of Insurance. If the property being purchased has not been the subject of construction, improvements or repairs in the last six months prior to the date of this commitment, the requirements will be payment of the appropriate premium and the completion of an Affidavit and Indemnity by the seller. If the property being purchased was constructed, improved or repaired within six months prior to the date of this commitment the requirements may involve disclosure of certain financial information, payment of premiums, and indemnity, among others. The general requirements stated above are subject to revision and approval by the Company. Pursuant to C.R.S. 10-11-122.

**Notice is hereby given that an ALTA Closing Protection Letter is available, upon request, to certain parties to the transaction as noted in the title commitment. Pursuant to Colorado Division of Insurance Regulation 8-1-3.**

**Nothing herein contained will be deemed to obligate the Company to provide any of the coverages referred to herein unless the above conditions are fully satisfied**



## **Notice of Privacy Policy**

of

## **Westcor Land Title Insurance Company**

Westcor Land Title Insurance Company ("WLTIC") values its customers and is committed to protecting the privacy of personal information. In keeping with that philosophy, we have developed a Privacy Policy, set out below, that will ensure the continued protection of your nonpublic personal information and inform you about the measures WLTIC takes to safeguard that information.

### **Who is Covered**

We provide our Privacy Policy to each customer when they purchase an WLTIC title insurance policy. Generally, this means that the Privacy Policy is provided to the customer at the closing of the real estate transaction.

### **Information Collected**

In the normal course of business and to provide the necessary services to our customers, we may obtain nonpublic personal information directly from the customer, from customer-related transactions, or from third parties such as our title insurance agents, lenders, appraisers, surveyors or other similar entities.

### **Access to Information**

Access to all nonpublic personal information is limited to those employees who have a need to know in order to perform their jobs. These employees include, but are not limited to, those in departments such as legal, underwriting, claims administration and accounting.

### **Information Sharing**

Generally, WLTIC does not share nonpublic personal information that it collects with anyone other than its policy issuing agents as needed to complete the real estate settlement services and issue its title insurance policy as requested by the consumer. WLTIC may share nonpublic personal information as permitted by law with entities with whom WLTIC has a joint marketing agreement. Entities with whom WLTIC has a joint marketing agreement have agreed to protect the privacy of our customer's nonpublic personal information by utilizing similar precautions and security measures as WLTIC uses to protect this information and to use the information for lawful purposes. WLTIC, however, may share information as required by law in response to a subpoena, to a government regulatory agency or to prevent fraud.

### **Information Security**

WLTIC, at all times, strives to maintain the confidentiality and integrity of the personal information in its possession and has instituted measures to guard against its unauthorized access. We maintain physical, electronic and procedural safeguards in compliance with federal standards to protect that information.

*The WLTIC Privacy Policy can also be found on WLTIC's website at [www.wltic.com](http://www.wltic.com).*

INFORMATION ONLY  
**Empire Title North, LLC**  
12000 Pecos Street, Suite 275  
Westminster, CO 80234  
Tel: (303) 280-1669 • Fax: (303) 280-0801

Date: **November 15, 2018**  
File Number: **200860**  
Property Address: **Vacant Land, Brighton, CO 80601**  
Owner: **Aggregate Industries-WCR inc**

Please deliver to the Following Customers:

To:		Attn:	
To:	Aggregate Industries - WCR Inc 1687 Cole Blvd Ste 300 Golden, CO 80401	Attn:	Connie Davis
To:	<b>Empire Title North, LLC</b> <b>12000 Pecos Street, Suite 275</b> <b>Westminster, CO 80234</b>	Attn:	<b>Lisa Anders</b>

Enclosed please find the following item(s) concerning the above captioned order. Should you have any questions regarding the attached documentation, please contact us at **(303) 280-1669**. We appreciate your business very much and look forward to serving you in this transaction.

Your Escrow Officer for this transaction is **Lisa Anders**  
Phone Number: **(303) 280-1669** Fax Number: **(303) 280-0801**

<input type="checkbox"/> Commitment	<input type="checkbox"/> Endorsement	<input type="checkbox"/> Revised Commitment
<input type="checkbox"/> Tax Certificate	<input type="checkbox"/> Covenants, Conditions, Restrictions	<input type="checkbox"/> Schedule B-2 Documents
<input type="checkbox"/> Schedule B-1 Documents	<input type="checkbox"/> Ownership Encumbrance Report	<input type="checkbox"/> Title Guarantee

# COMMITMENT FOR TITLE INSURANCE

## SCHEDULE A

Commitment Number: **200860**  
AMENDMENT NUMBER:  
PROPERTY ADDRESS:  
**Vacant Land, Brighton, CO 80601**  
SCHEDULE #: **0157101300002**

1. Effective date: **November 4, 2018 at 8:00 AM**

2. Policy or policies to be issued:	Amount	Premium
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A. ALTA Owner's Policy - Proposed Insured:	\$	\$
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B. ALTA Loan Policy - Proposed Insured	\$	\$
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C. None - Proposed Insured:	\$	\$
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Endorsement		\$
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Endorsement		\$
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		\$
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<b>WORK CHARGE</b>		\$350.00
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		\$
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		\$
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<b>TOTAL</b>		<b>\$350.00</b>
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3. The estate or interest in the land described or referred to in this commitment and covered herein is **FEE SIMPLE** and title thereto is at the effective date hereof vested in:

**Aggregate Industries-WCR inc, a Colorado Corporation**

4. The land referred to in this commitment is described as follows:

THAT PARCEL OF LAND AS DESCRIBED IN A GENERAL WARRANTY DEED RECORDED FEBRUARY 27, 2001 AT RECEPTION NO. C0765905, COUNTY OF ADAMS, STATE OF COLORADO.



## **SCHEDULE B-1**

### **Requirements**

The following are to be complied with:

Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured.

Proper instrument(s) creating the estate or interest to be insured must be executed and duly filed for record, to-wit:

A. NONE - INFORMATIONAL ONLY

THE LIABILITY OF THIS REPORT IS LIMITED TO THE AMOUNT PAID FOR IT.

**SCHEDULE B-2****Exceptions**

The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company:

1. Rights or claims of parties in possession not shown by the public records.
2. Easements or claims of easements, not shown by the public records.
3. Discrepancies, conflicts in boundary lines, shortages in area, encroachments, and any facts which a correct survey and inspection of the premises would disclose and which are not shown by the public records.
4. Any lien or right to a lien for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Defects, liens, encumbrances, adverse claims, or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.
6. Unpatented mining claims: reservations or exceptions in Patents or in Acts authorizing the issuance thereof, water rights, claims or title to water;  
NOTE: Item no. 6 of the above will not appear on the Lender's Policy (if any) to be issued hereunder.
7. Taxes and assessments which are a lien or are now due and payable; any tax, special assessment, charge or lien imposed for or by any special taxing district or for water or sewer service; any unredeemed tax sales.
8. TERMS, CONDITIONS, STIPULATIONS AND OBLIGATIONS AS CONTAINED IN AND BURDENS IMPOSED BY EASEMENT RECORDED NOVEMBER 24, 1971 IN BOOK 1758 AT PAGE 188.
9. TERMS, CONDITIONS, STIPULATIONS AND OBLIGATIONS AS CONTAINED IN AND BURDENS IMPOSED BY RESERVATIONS IN WARRANTY DEED RECORDED JANUARY 14, 1985 IN BOOK 2957 AT PAGE 179.
10. TERMS, CONDITIONS, STIPULATIONS AND OBLIGATIONS AS CONTAINED IN AND BURDENS IMPOSED BY SPECIAL WARRANTY DEED RECORDED AUGUST 7, 2001 AT RECEPTION NO. C0839204.
11. TERMS, CONDITIONS, STIPULATIONS AND OBLIGATIONS AS CONTAINED IN AND BURDENS IMPOSED BY OPTION AGREEMENT RECORDED JANUARY 22, 2002 AT RECEPTION NO. C0916204.
12. TERMS, CONDITIONS, STIPULATIONS AND OBLIGATIONS AS CONTAINED IN AND BURDENS IMPOSED BY DRY UP COVENANT RECORDED FEBRUARY 5, 2002 AT RECEPTION NO. C0923230.
13. TERMS, CONDITIONS, STIPULATIONS AND OBLIGATIONS AS CONTAINED IN AND BURDENS IMPOSED BY SPECIAL WARRANTY DEED RECORDED SEPTEMBER 9, 2002 AT RECEPTION NO. C1020995.
14. TERMS, CONDITIONS, STIPULATIONS AND OBLIGATIONS AS CONTAINED IN AND BURDENS IMPOSED BY GENERAL WARRANTY DEED RECORDED JANUARY 11, 2005 AT RECEPTION NO. 20050111000037490.
15. TERMS, CONDITIONS, STIPULATIONS AND OBLIGATIONS AS CONTAINED IN AND BURDENS IMPOSED BY AGREEMENT FOR DRY UP AND GRANT OF EASEMENT RECORDED JANUARY 11, 2005 AT RECEPTION NO. 20050111000037500.
16. INTENTIONALLY DELETED
17. TERMS, CONDITIONS, STIPULATIONS AND OBLIGATIONS AS CONTAINED IN AND BURDENS IMPOSED QUIT CLAIM DEED (WATER PIPELINE RIGHT-OF-WAY) RECORDED SEPTEMBER 24, 2018 AT RECEPTION NO.

2018000077569.

18. ANY AND ALL UNPAID TAXES AND ASSESSMENTS. .

**EMPIRE TITLE NORTH, LLC**

**Disclosures**

All documents received for recording or filing in the Clerk and Recorder's office shall contain a top margin of at least one inch and a left, right and bottom margin of at least one half of an inch. The Clerk and Recorder will refuse to record or file any document that does not conform to the requirements of this section. Pursuant to C.R.S. 30-10-406(3)(a).

The company will not issue its policy or policies of title insurance contemplated by this commitment until it has been provided a Certificate of Taxes due or other equivalent documentation from the County Treasurer or the County Treasurer's authorized agent; or until the Proposed Insured has notified or instructed the company in writing to the contrary. Pursuant to C.R.S. 10-11-122.

No person or entity that provides closing and settlement services for a real estate transaction shall disburse funds as a part of such services until those funds have been received and are available for immediate withdrawals as a matter of right. Pursuant to C.R.S. 38-35-125(2).

The Company hereby notifies the proposed buyer in the current transaction that there may be recorded evidence that the mineral estate, or portion thereof, has been severed, leased, or otherwise conveyed from the surface estate. If so, there is a substantial likelihood that a third party holds some or all interest in the oil, gas, other minerals, or geothermal energy in the subject property. Such mineral estate may include the right to enter and use the property without the surface owner's permission. Pursuant to C.R.S. 10-11-123.

If this transaction includes a sale of property and the sales price exceeds \$100,000.00, the seller must comply with the disclosure/withholding requirements of said section. (Nonresident withholding) Pursuant to C.R.S. 39-22-604.5.

Notice is hereby given that: The subject property may be located in a special taxing district. A Certificate of Taxes due listing each taxing jurisdiction shall be obtained from the County Treasurer or the County Treasurer's authorized agent. Information regarding special districts and the boundaries of such districts may be obtained from the Board of County Commissioners, the County Clerk and Recorder, or the County Assessor. Pursuant to C.R.S. 10-11-122.

Notice is hereby given that: **Pursuant to Colorado Division of Insurance Regulation 8-1-2;**

"Gap Protection" -When this Company conducts the closing and is responsible for recording or filing the legal documents resulting from the transaction, the Company shall be responsible for all matters which appear on the record prior to such time or recording or filing; and

"Mechanic's Lien Protection" - If you are the buyer of a single family residence, you may request mechanic's lien coverage to be issued on your policy of Insurance. If the property being purchased has not been the subject of construction, improvements or repairs in the last six months prior to the date of this commitment, the requirements will be payment of the appropriate premium and the completion of an Affidavit and Indemnity by the seller. If the property being purchased was constructed, improved or repaired within six months prior to the date of this commitment the requirements may involve disclosure of certain financial information, payment of premiums, and indemnity, among others. The general requirements stated above are subject to revision and approval by the Company. Pursuant to C.R.S. 10-11-122.

**Notice is hereby given that an ALTA Closing Protection Letter is available, upon request, to certain parties to the transaction as noted in the title commitment. Pursuant to Colorado Division of Insurance Regulation 8-1-3.**

**Nothing herein contained will be deemed to obligate the Company to provide any of the coverages referred to herein unless the above conditions are fully satisfied**



## **Notice of Privacy Policy**

of

## **Westcor Land Title Insurance Company**

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### **Information Collected**

In the normal course of business and to provide the necessary services to our customers, we may obtain nonpublic personal information directly from the customer, from customer-related transactions, or from third parties such as our title insurance agents, lenders, appraisers, surveyors or other similar entities.

### **Access to Information**

Access to all nonpublic personal information is limited to those employees who have a need to know in order to perform their jobs. These employees include, but are not limited to, those in departments such as legal, underwriting, claims administration and accounting.

### **Information Sharing**

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WLTIC, at all times, strives to maintain the confidentiality and integrity of the personal information in its possession and has instituted measures to guard against its unauthorized access. We maintain physical, electronic and procedural safeguards in compliance with federal standards to protect that information.

*The WLTIC Privacy Policy can also be found on WLTIC's website at [www.wltic.com](http://www.wltic.com).*



INFORMATION ONLY  
**Empire Title North, LLC**  
12000 Pecos Street, Suite 275  
Westminster, CO 80234  
Tel: (303) 280-1669 • Fax: (303) 280-0801

Date: **November 16, 2018**  
File Number: **200864**  
Property Address: **16202 Tucson St, Brighton, CO 80601**  
Owner: **Aggregate Industries-WCR inc**

Please deliver to the Following Customers:

To:		Attn:	
To:	Aggregate Industries - WCR Inc 1687 Cole Blvd Ste 300 Golden, CO 80401	Attn:	Connie Davis
To:	<b>Empire Title North, LLC</b> <b>12000 Pecos Street, Suite 275</b> <b>Westminster, CO 80234</b>	Attn:	<b>Lisa Anders</b>

Enclosed please find the following item(s) concerning the above captioned order. Should you have any questions regarding the attached documentation, please contact us at **(303) 280-1669**. We appreciate your business very much and look forward to serving you in this transaction.

Your Escrow Officer for this transaction is **Lisa Anders**  
Phone Number: **(303) 280-1669** Fax Number: **(303) 280-0801**

<input type="checkbox"/> Commitment	<input type="checkbox"/> Endorsement	<input type="checkbox"/> Revised Commitment
<input type="checkbox"/> Tax Certificate	<input type="checkbox"/> Covenants, Conditions, Restrictions	<input type="checkbox"/> Schedule B-2 Documents
<input type="checkbox"/> Schedule B-1 Documents	<input type="checkbox"/> Ownership Encumbrance Report	<input type="checkbox"/> Title Guarantee

# COMMITMENT FOR TITLE INSURANCE

## SCHEDULE A

Commitment Number: **200864**  
AMENDMENT NUMBER:  
PROPERTY ADDRESS:  
**16202 Tucson St, Brighton, CO 80601**  
SCHEDULE #: **0157101000035**

1. Effective date: **November 4, 2018 at 8:00 AM**

2. Policy or policies to be issued:	Amount	Premium
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A. ALTA Owner's Policy - Proposed Insured:	\$	\$
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B. ALTA Loan Policy - Proposed Insured	\$	\$
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C. None - Proposed Insured:	\$	\$
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Endorsement		\$
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Endorsement		\$
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		\$
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<b>WORK CHARGE</b>		\$350.00
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		\$
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		\$
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<b>TOTAL</b>		<b>\$350.00</b>
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3. The estate or interest in the land described or referred to in this commitment and covered herein is **FEE SIMPLE** and title thereto is at the effective date hereof vested in:

**Aggregate Industries-WCR inc, a Colorado Corporation**

C1015062

4. The land referred to in this commitment is described as follows:

**See Exhibit A attached hereto and made a part hereof.**

**Exhibit A**

THAT PART OF THE NORTH ONE-HALF OF THE SOUTHEAST ONE-QUARTER, SECTION 1, TOWNSHIP 1, SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, ADAMS COUNTY, STATE OF COLORADO, LYING NORTH AND WEST OF THE CENTERLINE OF THE SOUTH PLATTE RIVER DESCRIBED AS; COMMENCING AT THE SOUTHWEST CORNER OF SAID NORTH ONE-HALF SOUTHEAST ONE-QUARTER, SAID POINT BEING THE POINT OF BEGINNING; THENCE N00°08'29"W, ALONG THE WEST LINE OF SAID NORTH ONE-HALF SOUTHEAST ONE-QUARTER A DISTANCE OF 477.26 FEET; THENCE N89°54'25"E, PARALLEL WITH THE SOUTH LINE OF SAID NORTH ONE-HALF SOUTHEAST ONE-QUARTER, A DISTANCE OF 1250.00 FEET; THENCE N00°08'29", PARALLEL WITH THE WEST LINE OF SAID NORTH ONE-HALF SOUTHEAST ONE-QUARTER, A DISTANCE OF 169.08 FEET; THENCE N89°54'25"E, PARALLEL WITH THE SOUTH LINE OF SAID NORTH ONE-HALF SOUTHEAST ONE-QUARTER A DISTANCE OF 1324.16 FEET TO THE CENTERLINE OF THE SOUTH PLATTE RIVER; THENCE BY THE FOLLOWING COURSES AND DISTANCES ALONG THE CENTERLINE OF THE SOUTH PLATTE RIVER; S53°55'12"W, 94.57 FEET; S32°39'44"W, 231.53 FEET, S26°54'09"W, 242.48 FEET; S15°48'38"W, 187.17 FEET TO THE SOUTH LINE OF SAID NORTH ONE-HALF SOUTHEAST ONE-QUARTER; THENCE S89°54'25"W, ALONG THE SOUTH LINE OF SAID NORTH ONE-HALF SOUTHEAST ONE-QUARTER, A DISTANCE OF 2210.47 FEET TO THE POINT OF BEGINNING, EXCEPT THE WEST 40.00 FEET THEREOF, COUNTY OF ADAMS, STATE OF COLORADO.

## **SCHEDULE B-1**

### **Requirements**

The following are to be complied with:

Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured.

Proper instrument(s) creating the estate or interest to be insured must be executed and duly filed for record, to-wit:

A. NONE - INFORMATIONAL ONLY

THE LIABILITY OF THIS REPORT IS LIMITED TO THE AMOUNT PAID FOR IT.

**SCHEDULE B-2****Exceptions**

The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company:

1. Rights or claims of parties in possession not shown by the public records.
2. Easements or claims of easements, not shown by the public records.
3. Discrepancies, conflicts in boundary lines, shortages in area, encroachments, and any facts which a correct survey and inspection of the premises would disclose and which are not shown by the public records.
4. Any lien or right to a lien for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Defects, liens, encumbrances, adverse claims, or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.
6. Unpatented mining claims: reservations or exceptions in Patents or in Acts authorizing the issuance thereof, water rights, claims or title to water;  
NOTE: Item no. 6 of the above will not appear on the Lender's Policy (if any) to be issued hereunder.
7. Taxes and assessments which are a lien or are now due and payable; any tax, special assessment, charge or lien imposed for or by any special taxing district or for water or sewer service; any unredeemed tax sales.
8. OIL AND GAS LEASE BETWEEN EDWARD GETZ AND BETTY GETZ AND AMOCO PRODUCTION COMPANY RECORDED IN BOOK 1862 AT PAGE 112, AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTERESTS THEREIN RECORDED IN BOOK 2018 AT PAGE 408.
9. TERMS, CONDITIONS, STIPULATIONS AND OBLIGATIONS AS CONTAINED IN AND BURDENS IMPOSED BY EASEMENT DEED RECORDED OCTOBER 17, 1989 IN BOOK 3612 AT PAGE 381.
10. TERMS, CONDITIONS, STIPULATIONS AND OBLIGATIONS AS CONTAINED IN AND BURDENS IMPOSED BY CORRECTION EASEMENT DEED RECORDED NOVEMBER 2, 1989 IN BOOK 3617 AT PAGE 596.
11. TERMS, CONDITIONS, STIPULATIONS AND OBLIGATIONS AS CONTAINED IN AND BURDENS IMPOSED BY ZONING HEARING DECISION RECORDED JULY 11, 1995 IN BOOK 4545 AT PAGE 325.
12. TERMS, CONDITIONS, STIPULATIONS AND OBLIGATIONS AS CONTAINED IN AND BURDENS IMPOSED BY RESOLUTION ACCEPTING DEED RECORDED JANUARY 25, 1996 AT RECEPTION NO. C0141632.
13. TERMS, CONDITIONS, STIPULATIONS AND OBLIGATIONS AS CONTAINED IN AND BURDENS IMPOSED BY OPTION AGREEMENT RECORDED JANUARY 22, 2002 AT RECEPTION NO. C0916204.
14. TERMS, CONDITIONS, STIPULATIONS AND OBLIGATIONS AS CONTAINED IN AND BURDENS IMPOSED BY SPECIAL WARRANTY DEED, WATER RIGHTS RECORDED AUGUST 26, 2002 AT RECEPTION NO. C1015063.
15. TERMS, CONDITIONS, STIPULATIONS AND OBLIGATIONS AS CONTAINED IN AND BURDENS IMPOSED BY SPECIAL WARRANTY EASEMENT DEED RECORDED AUGUST 15, 2012 AT RECEPTION NO. 2012000059968.
16. TERMS, CONDITIONS, STIPULATIONS AND OBLIGATIONS AS CONTAINED IN AND BURDENS IMPOSED BY EASEMENT DEED AND AGREEMENT RECORDED NOVEMBER 7, 2016 AT RECEPTION NO. 2016000095874.
17. ANY AND ALL UNPAID TAXES AND ASSESSMENTS. A TAX CERTIFICATE HAS BEEN ORDERED.





**EMPIRE TITLE NORTH, LLC****Disclosures**

All documents received for recording or filing in the Clerk and Recorder's office shall contain a top margin of at least one inch and a left, right and bottom margin of at least one half of an inch. The Clerk and Recorder will refuse to record or file any document that does not conform to the requirements of this section. Pursuant to C.R.S. 30-10-406(3)(a).

The company will not issue its policy or policies of title insurance contemplated by this commitment until it has been provided a Certificate of Taxes due or other equivalent documentation from the County Treasurer or the County Treasurer's authorized agent; or until the Proposed Insured has notified or instructed the company in writing to the contrary. Pursuant to C.R.S. 10-11-122.

No person or entity that provides closing and settlement services for a real estate transaction shall disburse funds as a part of such services until those funds have been received and are available for immediate withdrawals as a matter of right. Pursuant to C.R.S. 38-35-125(2).

The Company hereby notifies the proposed buyer in the current transaction that there may be recorded evidence that the mineral estate, or portion thereof, has been severed, leased, or otherwise conveyed from the surface estate. If so, there is a substantial likelihood that a third party holds some or all interest in the oil, gas, other minerals, or geothermal energy in the subject property. Such mineral estate may include the right to enter and use the property without the surface owner's permission. Pursuant to C.R.S. 10-11-123.

If this transaction includes a sale of property and the sales price exceeds \$100,000.00, the seller must comply with the disclosure/withholding requirements of said section. (Nonresident withholding) Pursuant to C.R.S. 39-22-604.5.

Notice is hereby given that: The subject property may be located in a special taxing district. A Certificate of Taxes due listing each taxing jurisdiction shall be obtained from the County Treasurer or the County Treasurer's authorized agent. Information regarding special districts and the boundaries of such districts may be obtained from the Board of County Commissioners, the County Clerk and Recorder, or the County Assessor. Pursuant to C.R.S. 10-11-122.

Notice is hereby given that: **Pursuant to Colorado Division of Insurance Regulation 8-1-2;**

"Gap Protection" -When this Company conducts the closing and is responsible for recording or filing the legal documents resulting from the transaction, the Company shall be responsible for all matters which appear on the record prior to such time or recording or filing; and

"Mechanic's Lien Protection" - If you are the buyer of a single family residence, you may request mechanic's lien coverage to be issued on your policy of Insurance. If the property being purchased has not been the subject of construction, improvements or repairs in the last six months prior to the date of this commitment, the requirements will be payment of the appropriate premium and the completion of an Affidavit and Indemnity by the seller. If the property being purchased was constructed, improved or repaired within six months prior to the date of this commitment the requirements may involve disclosure of certain financial information, payment of premiums, and indemnity, among others. The general requirements stated above are subject to revision and approval by the Company. Pursuant to C.R.S. 10-11-122.

**Notice is hereby given that an ALTA Closing Protection Letter is available, upon request, to certain parties to the transaction as noted in the title commitment. Pursuant to Colorado Division of Insurance Regulation 8-1-3.**

**Nothing herein contained will be deemed to obligate the Company to provide any of the coverages referred to herein unless the above conditions are fully satisfied**



## **Notice of Privacy Policy**

of

## **Westcor Land Title Insurance Company**

Westcor Land Title Insurance Company ("WLTIC") values its customers and is committed to protecting the privacy of personal information. In keeping with that philosophy, we have developed a Privacy Policy, set out below, that will ensure the continued protection of your nonpublic personal information and inform you about the measures WLTIC takes to safeguard that information.

### **Who is Covered**

We provide our Privacy Policy to each customer when they purchase an WLTIC title insurance policy. Generally, this means that the Privacy Policy is provided to the customer at the closing of the real estate transaction.

### **Information Collected**

In the normal course of business and to provide the necessary services to our customers, we may obtain nonpublic personal information directly from the customer, from customer-related transactions, or from third parties such as our title insurance agents, lenders, appraisers, surveyors or other similar entities.

### **Access to Information**

Access to all nonpublic personal information is limited to those employees who have a need to know in order to perform their jobs. These employees include, but are not limited to, those in departments such as legal, underwriting, claims administration and accounting.

### **Information Sharing**

Generally, WLTIC does not share nonpublic personal information that it collects with anyone other than its policy issuing agents as needed to complete the real estate settlement services and issue its title insurance policy as requested by the consumer. WLTIC may share nonpublic personal information as permitted by law with entities with whom WLTIC has a joint marketing agreement. Entities with whom WLTIC has a joint marketing agreement have agreed to protect the privacy of our customer's nonpublic personal information by utilizing similar precautions and security measures as WLTIC uses to protect this information and to use the information for lawful purposes. WLTIC, however, may share information as required by law in response to a subpoena, to a government regulatory agency or to prevent fraud.

### **Information Security**

WLTIC, at all times, strives to maintain the confidentiality and integrity of the personal information in its possession and has instituted measures to guard against its unauthorized access. We maintain physical, electronic and procedural safeguards in compliance with federal standards to protect that information.

*The WLTIC Privacy Policy can also be found on WLTIC's website at [www.wltic.com](http://www.wltic.com).*

INFORMATION ONLY  
**Empire Title North, LLC**  
12000 Pecos Street, Suite 275  
Westminster, CO 80234  
Tel: (303) 280-1669 • Fax: (303) 280-0801

Date: **November 15, 2018**  
File Number: **200863**  
Property Address: **16312 Tucson St, Brighton, CO 80601**  
Owner: **Aggregate Industries-WCR inc**

Please deliver to the Following Customers:

To:		Attn:	
To:	Aggregate Industries - WCR Inc 1687 Cole Blvd Ste 300 Golden, CO 80401	Attn:	Connie Davis
To:	<b>Empire Title North, LLC</b> <b>12000 Pecos Street, Suite 275</b> <b>Westminster, CO 80234</b>	Attn:	<b>Lisa Anders</b>

Enclosed please find the following item(s) concerning the above captioned order. Should you have any questions regarding the attached documentation, please contact us at **(303) 280-1669**. We appreciate your business very much and look forward to serving you in this transaction.

Your Escrow Officer for this transaction is **Lisa Anders**  
Phone Number: **(303) 280-1669** Fax Number: **(303) 280-0801**

<input type="checkbox"/> Commitment	<input type="checkbox"/> Endorsement	<input type="checkbox"/> Revised Commitment
<input type="checkbox"/> Tax Certificate	<input type="checkbox"/> Covenants, Conditions, Restrictions	<input type="checkbox"/> Schedule B-2 Documents
<input type="checkbox"/> Schedule B-1 Documents	<input type="checkbox"/> Ownership Encumbrance Report	<input type="checkbox"/> Title Guarantee

# COMMITMENT FOR TITLE INSURANCE

## SCHEDULE A

Commitment Number: **200863**  
AMENDMENT NUMBER:  
PROPERTY ADDRESS:  
**16312 Tucson St, Brighton, CO 80601**  
SCHEDULE #: **0157101000034**

1. Effective date: **November 4, 2018 at 8:00 AM**

2. Policy or policies to be issued:	Amount	Premium
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A. ALTA Owner's Policy - Proposed Insured:	\$	\$
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B. ALTA Loan Policy - Proposed Insured	\$	\$
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C. None - Proposed Insured:	\$	\$
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Endorsement		\$
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Endorsement		\$
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		\$
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<b>WORK CHARGE</b>		\$350.00
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		\$
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		\$
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<b>TOTAL</b>		<b>\$350.00</b>
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3. The estate or interest in the land described or referred to in this commitment and covered herein is **FEE SIMPLE** and title thereto is at the effective date hereof vested in:

**Aggregate Industries-WCR inc, a Colorado Corporation**

C0994441    C0994443

4. The land referred to in this commitment is described as follows:

**See Exhibit A attached hereto and made a part hereof.**

**Exhibit A**

THAT PART OF THE NORTH ONE-HALF SOUTHEAST ONE QUARTER SECTION 1, TOWNSHIP 1 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, ADAMS COUNTY, COLORADO, LYING NORTH AND WEST OF THE CENTERLINE OF THE SOUTH PLATTE RIVER, DESCRIBED AS;

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTH ONE-HALF SOUTHEAST ONE-QUARTER; THENCE SOUTH 00°08'29" EAST ALONG THE WEST LINE OF SAID NORTH ONE-HALF SOUTHEAST ONE-QUARTER, A DISTANCE OF 621.95 FEET TO A LINE THAT IS PARALLEL WITH THE NORTH LINE OF SAID NORTH ONE-HALF SOUTHEAST ONE-QUARTER AND 5 FEET SOUTH OF AN EXISTING HOUSE AND THE POINT OF BEGINNING; THENCE NORTH 89°37'18" EAST, PARALLEL WITH THE NORTH LINE OF SAID NORTH ONE-HALF SOUTHEAST ONE-QUARTER, A DISTANCE OF 1050.057 FEET; THENCE NORTH 00°08'29" WEST, PARALLEL WITH THE WEST LINE OF SAID NORTH ONE-HALF SOUTHEAST ONE-QUARTER, A DISTANCE OF 621.95 FEET TO THE NORTH LINE OF SAID NORTH ONE-HALF SOUTHEAST ONE-QUARTER; THENCE NORTH 89°37'18" EAST ALONG THE NORTH LINE OF SAID NORTH ONE-HALF SOUTHEAST ONE-QUARTER, A DISTANCE OF 1635.47 FEET TO THE NORTHEAST CORNER OF SAID NORTH ONE-HALF SOUTHEAST ONE-QUARTER; THENCE SOUTH 00°31'01" EAST ALONG THE EAST LINE OF SAID NORTH ONE-HALF SOUTHEAST ONE-QUARTER, A DISTANCE OF 590.02 FEET TO THEIR CENTERLINE OF THE SOUTH PLATTE RIVER; THENCE SOUTHERLY ALONG THE CENTERLINE OF THE SOUTH PLATTE RIVER SOUTH 53°55'12" WEST, A DISTANCE OF 142.93 FEET TO A LINE THAT IS 646.34 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID NORTH ONE-HALF SOUTHEAST ONE-QUARTER; THENCE SOUTH 89°54'25" WEST ALONG SAID LINE, A DISTANCE OF 1324.16 FEET TO A LINE THAT IS 1250.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID NORTH ONE-HALF SOUTHEAST ONE-QUARTER; THENCE SOUTH 00°08'29" EAST, PARALLEL WITH THE WEST LINE OF SAID NORTH ONE-HALF SOUTHEAST ONE-QUARTER, A DISTANCE OF 169.08 FEET TO A LINE THAT IS 477.26 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID NORTH ONE-HALF SOUTHEAST ONE-QUARTER; THENCE SOUTH 89°54'25" WEST ALONG SAID LINE, A DISTANCE OF 1250.00 FEET TO THE WEST LINE OF SAID NORTH ONE-HALF SOUTHEAST ONE-QUARTER; THENCE NORTH 00°08'29" WEST ALONG THE WEST LINE OF SAID NORTH ONE-HALF SOUTHEAST ONE-QUARTER, A DISTANCE OF 207.94 FEET TO THE POINT OF BEGINNING, EXCEPT THE WEST 40.00 FEET THEREOF, COUNTY OF ADAMS, STATE OF COLORADO.

## **SCHEDULE B-1**

### **Requirements**

The following are to be complied with:

Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured.

Proper instrument(s) creating the estate or interest to be insured must be executed and duly filed for record, to-wit:

A. NONE - INFORMATIONAL ONLY

THE LIABILITY OF THIS REPORT IS LIMITED TO THE AMOUNT PAID FOR IT.



## **SCHEDULE B-2**

### **Exceptions**

The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company:

1. Rights or claims of parties in possession not shown by the public records.
2. Easements or claims of easements, not shown by the public records.
3. Discrepancies, conflicts in boundary lines, shortages in area, encroachments, and any facts which a correct survey and inspection of the premises would disclose and which are not shown by the public records.
4. Any lien or right to a lien for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Defects, liens, encumbrances, adverse claims, or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.
6. Unpatented mining claims: reservations or exceptions in Patents or in Acts authorizing the issuance thereof, water rights, claims or title to water;  
NOTE: Item no. 6 of the above will not appear on the Lender's Policy (if any) to be issued hereunder.
7. Taxes and assessments which are a lien or are now due and payable; any tax, special assessment, charge or lien imposed for or by any special taxing district or for water or sewer service; any unredeemed tax sales.
8. OIL AND GAS LEASE BETWEEN EDWARD GETZ AND BETTY GETZ AND AMOCO PRODUCTION COMPANY RECORDED IN BOOK 1862 AT PAGE 112, AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTERESTS THEREIN RECORDED IN BOOK 2018 AT PAGE 408.
9. TERMS, CONDITIONS, STIPULATIONS AND OBLIGATIONS AS CONTAINED IN AND BURDENS IMPOSED BY EASEMENT DEED RECORDED OCTOBE 17, 1989 IN BOOK 3612 AT PAGE 381.
10. TERMS, CONDITIONS, STIPULATIONS AND OBLIGATIONS AS CONTAINED IN AND BURDENS IMPOSED BY RESOLUTION RECORDED JANUARY 25, 1996 AT RECEPTION NO. C0141632.
11. TERMS, CONDITIONS, STIPULATIONS AND OBLIGATIONS AS CONTAINED IN AND BURDENS IMPOSED BY SHARED WILL AGREEMENT RECORDED DECEMBER 23, 1996 IN BOOK 4904 AT PAGE 814.
12. TERMS, CONDITIONS, STIPULATIONS AND OBLIGATIONS AS CONTAINED IN AND BURDENS IMPOSED BY NOTICE RECORDED DECEMBER 5, 2000 AT RECEPTION NO. C0738249.
13. TERMS, CONDITIONS, STIPULATIONS AND OBLIGATIONS AS CONTAINED IN AND BURDENS IMPOSED BY SPECIAL WARRANTY DEEDS RECORDED JULY 10, 2002 AT RECEPTION NO'S C0994442 AND C0994444.
14. TERMS, CONDITIONS, STIPULATIONS AND OBLIGATIONS AS CONTAINED IN AND BURDENS IMPOSED BY SPECIAL WARRANTY DEED RECORDED AUGUST 15, 2012 AT RECEPTION NO. 2012000059968.
15. TERMS, CONDITIONS, STIPULATIONS AND OBLIGATIONS AS CONTAINED IN AND BURDENS IMPOSED BY EASEMENT DEED RECORDED NOVEMBER 7, 2016 AT RECEPTION NO. 2016000095874.
16. ANY AND ALL UNPAID TAXES AND ASSESSMENTS. A TAX CERTIFICATE HAS BEEN ORDERED.

**EMPIRE TITLE NORTH, LLC****Disclosures**

All documents received for recording or filing in the Clerk and Recorder's office shall contain a top margin of at least one inch and a left, right and bottom margin of at least one half of an inch. The Clerk and Recorder will refuse to record or file any document that does not conform to the requirements of this section. Pursuant to C.R.S. 30-10-406(3)(a).

The company will not issue its policy or policies of title insurance contemplated by this commitment until it has been provided a Certificate of Taxes due or other equivalent documentation from the County Treasurer or the County Treasurer's authorized agent; or until the Proposed Insured has notified or instructed the company in writing to the contrary. Pursuant to C.R.S. 10-11-122.

No person or entity that provides closing and settlement services for a real estate transaction shall disburse funds as a part of such services until those funds have been received and are available for immediate withdrawals as a matter of right. Pursuant to C.R.S. 38-35-125(2).

The Company hereby notifies the proposed buyer in the current transaction that there may be recorded evidence that the mineral estate, or portion thereof, has been severed, leased, or otherwise conveyed from the surface estate. If so, there is a substantial likelihood that a third party holds some or all interest in the oil, gas, other minerals, or geothermal energy in the subject property. Such mineral estate may include the right to enter and use the property without the surface owner's permission. Pursuant to C.R.S. 10-11-123.

If this transaction includes a sale of property and the sales price exceeds \$100,000.00, the seller must comply with the disclosure/withholding requirements of said section. (Nonresident withholding) Pursuant to C.R.S. 39-22-604.5.

Notice is hereby given that: The subject property may be located in a special taxing district. A Certificate of Taxes due listing each taxing jurisdiction shall be obtained from the County Treasurer or the County Treasurer's authorized agent. Information regarding special districts and the boundaries of such districts may be obtained from the Board of County Commissioners, the County Clerk and Recorder, or the County Assessor. Pursuant to C.R.S. 10-11-122.

Notice is hereby given that: **Pursuant to Colorado Division of Insurance Regulation 8-1-2;**

"Gap Protection" -When this Company conducts the closing and is responsible for recording or filing the legal documents resulting from the transaction, the Company shall be responsible for all matters which appear on the record prior to such time or recording or filing; and

"Mechanic's Lien Protection" - If you are the buyer of a single family residence, you may request mechanic's lien coverage to be issued on your policy of Insurance. If the property being purchased has not been the subject of construction, improvements or repairs in the last six months prior to the date of this commitment, the requirements will be payment of the appropriate premium and the completion of an Affidavit and Indemnity by the seller. If the property being purchased was constructed, improved or repaired within six months prior to the date of this commitment the requirements may involve disclosure of certain financial information, payment of premiums, and indemnity, among others. The general requirements stated above are subject to revision and approval by the Company. Pursuant to C.R.S. 10-11-122.

**Notice is hereby given that an ALTA Closing Protection Letter is available, upon request, to certain parties to the transaction as noted in the title commitment. Pursuant to Colorado Division of Insurance Regulation 8-1-3.**

**Nothing herein contained will be deemed to obligate the Company to provide any of the coverages referred to herein unless the above conditions are fully satisfied**



## **Notice of Privacy Policy**

of

## **Westcor Land Title Insurance Company**

Westcor Land Title Insurance Company ("WLTIC") values its customers and is committed to protecting the privacy of personal information. In keeping with that philosophy, we have developed a Privacy Policy, set out below, that will ensure the continued protection of your nonpublic personal information and inform you about the measures WLTIC takes to safeguard that information.

### **Who is Covered**

We provide our Privacy Policy to each customer when they purchase an WLTIC title insurance policy. Generally, this means that the Privacy Policy is provided to the customer at the closing of the real estate transaction.

### **Information Collected**

In the normal course of business and to provide the necessary services to our customers, we may obtain nonpublic personal information directly from the customer, from customer-related transactions, or from third parties such as our title insurance agents, lenders, appraisers, surveyors or other similar entities.

### **Access to Information**

Access to all nonpublic personal information is limited to those employees who have a need to know in order to perform their jobs. These employees include, but are not limited to, those in departments such as legal, underwriting, claims administration and accounting.

### **Information Sharing**

Generally, WLTIC does not share nonpublic personal information that it collects with anyone other than its policy issuing agents as needed to complete the real estate settlement services and issue its title insurance policy as requested by the consumer. WLTIC may share nonpublic personal information as permitted by law with entities with whom WLTIC has a joint marketing agreement. Entities with whom WLTIC has a joint marketing agreement have agreed to protect the privacy of our customer's nonpublic personal information by utilizing similar precautions and security measures as WLTIC uses to protect this information and to use the information for lawful purposes. WLTIC, however, may share information as required by law in response to a subpoena, to a government regulatory agency or to prevent fraud.

### **Information Security**

WLTIC, at all times, strives to maintain the confidentiality and integrity of the personal information in its possession and has instituted measures to guard against its unauthorized access. We maintain physical, electronic and procedural safeguards in compliance with federal standards to protect that information.

*The WLTIC Privacy Policy can also be found on WLTIC's website at [www.wltic.com](http://www.wltic.com).*

INFORMATION ONLY  
**Empire Title North, LLC**  
12000 Pecos Street, Suite 275  
Westminster, CO 80234  
Tel: (303) 280-1669 • Fax: (303) 280-0801

Date: **November 15, 2018**  
File Number: **200862**  
Property Address: **16332 Tucson St, Brighton, CO 80601**  
Owner: **Aggregate Industries-WCR inc**

Please deliver to the Following Customers:

To:		Attn:	
To:	Aggregate Industries - WCR Inc 1687 Cole Blvd Ste 300 Golden, CO 80401	Attn:	Connie Davis
To:	<b>Empire Title North, LLC</b> <b>12000 Pecos Street, Suite 275</b> <b>Westminster, CO 80234</b>	Attn:	<b>Lisa Anders</b>

Enclosed please find the following item(s) concerning the above captioned order. Should you have any questions regarding the attached documentation, please contact us at **(303) 280-1669**. We appreciate your business very much and look forward to serving you in this transaction.

Your Escrow Officer for this transaction is **Lisa Anders**  
Phone Number: **(303) 280-1669** Fax Number: **(303) 280-0801**

<input type="checkbox"/> Commitment	<input type="checkbox"/> Endorsement	<input type="checkbox"/> Revised Commitment
<input type="checkbox"/> Tax Certificate	<input type="checkbox"/> Covenants, Conditions, Restrictions	<input type="checkbox"/> Schedule B-2 Documents
<input type="checkbox"/> Schedule B-1 Documents	<input type="checkbox"/> Ownership Encumbrance Report	<input type="checkbox"/> Title Guarantee

# COMMITMENT FOR TITLE INSURANCE

## SCHEDULE A

Commitment Number: **200862**  
AMENDMENT NUMBER:  
PROPERTY ADDRESS:  
**16332 Tucson St, Brighton, CO 80601**  
SCHEDULE #: **0157101000033**

1. Effective date: **November 4, 2018 at 8:00 AM**

2. Policy or policies to be issued:	Amount	Premium
-------------------------------------	--------	---------

A. ALTA Owner's Policy - Proposed Insured:	\$	\$
--	----	----

B. ALTA Loan Policy - Proposed Insured	\$	\$
--	----	----

C. None - Proposed Insured:	\$	\$
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Endorsement		\$
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Endorsement		\$
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		\$
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<b>WORK CHARGE</b>		\$350.00
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		\$
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		\$
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<b>TOTAL</b>		<b>\$350.00</b>
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3. The estate or interest in the land described or referred to in this commitment and covered herein is **FEE SIMPLE** and title thereto is at the effective date hereof vested in:

**Aggregate Industries-WCR inc, a Colorado Corporation**

C0994439

4. The land referred to in this commitment is described as follows:

**See Exhibit A attached hereto and made a part hereof.**

**Exhibit A**

THAT PART OF THE NORTH ONE-HALF SOUTHEAST ONE-QUARTER, SECTION 1, TOWNSHIP 1 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, ADAMS COUNTY, COLORADO DESCRIBED AS:

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTH ONE-HALF SOUTHEAST ONE-QUARTER, SAID POINT BEING THE POINT OF BEGINNING; THENCE N.  $89^{\circ}37'18''$  E. ALONG THE NORTH LINE OF SAID NORTH ONE-HALF SOUTHEAST ONE-QUARTER A DISTANCE OF 1050.57 FEET; THENCE S.  $00^{\circ}08'29''$  E, PARALLEL WITH THE WEST LINE OF SAID NORTH ONE-HALF SOUTHEAST ONE-QUARTER A DISTANCE OF 621.95 FEET TO A LINE THAT IS PARALLEL WITH THE NORTH LINE OF SAID NORTH ONE-HALF SOUTHEAST ONE-QUARTER AND 5 FEET SOUTH OF AN EXISTING HOUSE; THENCE S.  $89^{\circ}37'18''$  W. ALONG SAID LINE A DISTANCE OF 1050.57 FEET TO THE WEST LINE OF SAID NORTH ONE-HALF SOUTHEAST ONE-QUARTER; THENCE N.  $00^{\circ}08'29''$  W. ALONG THE WEST LINE OF SAID NORTH ONE-HALF SOUTHEAST ONE-QUARTER A DISTANCE OF 621.95 FEET, TO THE POINT OF BEGINNING; EXCEPT THE WEST 40.00 FEET THEREOF, COUNTY OF ADAMS, STATE OF COLORADO.



## **SCHEDULE B-1**

### **Requirements**

The following are to be complied with:

Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured.

Proper instrument(s) creating the estate or interest to be insured must be executed and duly filed for record, to-wit:

A. NONE - INFORMATIONAL ONLY

THE LIABILITY OF THIS REPORT IS LIMITED TO THE AMOUNT PAID FOR IT.

## SCHEDULE B-2

### Exceptions

The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company:

1. Rights or claims of parties in possession not shown by the public records.
2. Easements or claims of easements, not shown by the public records.
3. Discrepancies, conflicts in boundary lines, shortages in area, encroachments, and any facts which a correct survey and inspection of the premises would disclose and which are not shown by the public records.
4. Any lien or right to a lien for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Defects, liens, encumbrances, adverse claims, or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.
6. Unpatented mining claims: reservations or exceptions in Patents or in Acts authorizing the issuance thereof, water rights, claims or title to water;  
NOTE: Item no. 6 of the above will not appear on the Lender's Policy (if any) to be issued hereunder.
7. Taxes and assessments which are a lien or are now due and payable; any tax, special assessment, charge or lien imposed for or by any special taxing district or for water or sewer service; any unredeemed tax sales.
8. OIL AND GAS LEASE BETWEEN EDWARD GETA AND BETTY GETZ AND AMOCO PRODUCTION COMPANY RECORDED IN BOOK 1862 IN PAGE 112, AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTERESTS THEREIN RECORDED IN BOOK 2018 AT PAGE 408.
9. TERMS, CONDITIONS, STIPULATIONS AND OBLIGATIONS AS CONTAINED IN AND BURDENS IMPOSED BY NOTICE RECORDED JUNE 25, 1966 IN BOOK 3162 AT PAGE 961.
10. TERMS, CONDITIONS, STIPULATIONS AND OBLIGATIONS AS CONTAINED IN AND BURDENS IMPOSED BY RESOLUTION RECORDED JANUARY 25, 1996 AT RECEPTION NO. C0141632.
11. TERMS, CONDITIONS, STIPULATIONS AND OBLIGATIONS AS CONTAINED IN AND BURDENS IMPOSED BY SHARED WELL AGREEMENT RECORDED DECEMBER 23, 1996 AT RECEPTION NO. C0240202.
12. TERMS, CONDITIONS, STIPULATIONS AND OBLIGATIONS AS CONTAINED IN AND BURDENS IMPOSED BY NOTICE RECORDED DECEMBER 5, 2000 AT RECEPTION NO. C0738249.
13. TERMS, CONDITIONS, STIPULATIONS AND OBLIGATIONS AS CONTAINED IN AND BURDENS IMPOSED BY SPECIAL WARRANTY DEED RECORDED JULY 10, 2002 AT RECEPTION NO. C0994440.
14. TERMS, CONDITIONS, STIPULATIONS AND OBLIGATIONS AS CONTAINED IN AND BURDENS IMPOSED BY SPECIAL WARRANTY EASEMENT DEED RECORDED AUGUST 15, 2012 AT RECEPTION NO. 2012000059968.
15. TERMS, CONDITIONS, STIPULATIONS AND OBLIGATIONS AS CONTAINED IN AND BURDENS IMPOSED BY EASEMENT DEED AND AGREEEMNT RECORDED NOVEMBER 7, 2016 AT RECEPTION NO. 2016000095874.
16. ANY AND ALL UNPAID TAXES AND ASSESSMENTS.

**EMPIRE TITLE NORTH, LLC**

**Disclosures**

All documents received for recording or filing in the Clerk and Recorder's office shall contain a top margin of at least one inch and a left, right and bottom margin of at least one half of an inch. The Clerk and Recorder will refuse to record or file any document that does not conform to the requirements of this section. Pursuant to C.R.S. 30-10-406(3)(a).

The company will not issue its policy or policies of title insurance contemplated by this commitment until it has been provided a Certificate of Taxes due or other equivalent documentation from the County Treasurer or the County Treasurer's authorized agent; or until the Proposed Insured has notified or instructed the company in writing to the contrary. Pursuant to C.R.S. 10-11-122.

No person or entity that provides closing and settlement services for a real estate transaction shall disburse funds as a part of such services until those funds have been received and are available for immediate withdrawals as a matter of right. Pursuant to C.R.S. 38-35-125(2).

The Company hereby notifies the proposed buyer in the current transaction that there may be recorded evidence that the mineral estate, or portion thereof, has been severed, leased, or otherwise conveyed from the surface estate. If so, there is a substantial likelihood that a third party holds some or all interest in the oil, gas, other minerals, or geothermal energy in the subject property. Such mineral estate may include the right to enter and use the property without the surface owner's permission. Pursuant to C.R.S. 10-11-123.

If this transaction includes a sale of property and the sales price exceeds \$100,000.00, the seller must comply with the disclosure/withholding requirements of said section. (Nonresident withholding) Pursuant to C.R.S. 39-22-604.5.

Notice is hereby given that: The subject property may be located in a special taxing district. A Certificate of Taxes due listing each taxing jurisdiction shall be obtained from the County Treasurer or the County Treasurer's authorized agent. Information regarding special districts and the boundaries of such districts may be obtained from the Board of County Commissioners, the County Clerk and Recorder, or the County Assessor. Pursuant to C.R.S. 10-11-122.

Notice is hereby given that: **Pursuant to Colorado Division of Insurance Regulation 8-1-2;**

"Gap Protection" -When this Company conducts the closing and is responsible for recording or filing the legal documents resulting from the transaction, the Company shall be responsible for all matters which appear on the record prior to such time or recording or filing; and

"Mechanic's Lien Protection" - If you are the buyer of a single family residence, you may request mechanic's lien coverage to be issued on your policy of Insurance. If the property being purchased has not been the subject of construction, improvements or repairs in the last six months prior to the date of this commitment, the requirements will be payment of the appropriate premium and the completion of an Affidavit and Indemnity by the seller. If the property being purchased was constructed, improved or repaired within six months prior to the date of this commitment the requirements may involve disclosure of certain financial information, payment of premiums, and indemnity, among others. The general requirements stated above are subject to revision and approval by the Company. Pursuant to C.R.S. 10-11-122.

**Notice is hereby given that an ALTA Closing Protection Letter is available, upon request, to certain parties to the transaction as noted in the title commitment. Pursuant to Colorado Division of Insurance Regulation 8-1-3.**

**Nothing herein contained will be deemed to obligate the Company to provide any of the coverages referred to herein unless the above conditions are fully satisfied**



## **Notice of Privacy Policy**

of

## **Westcor Land Title Insurance Company**

Westcor Land Title Insurance Company ("WLTIC") values its customers and is committed to protecting the privacy of personal information. In keeping with that philosophy, we have developed a Privacy Policy, set out below, that will ensure the continued protection of your nonpublic personal information and inform you about the measures WLTIC takes to safeguard that information.

### **Who is Covered**

We provide our Privacy Policy to each customer when they purchase an WLTIC title insurance policy. Generally, this means that the Privacy Policy is provided to the customer at the closing of the real estate transaction.

### **Information Collected**

In the normal course of business and to provide the necessary services to our customers, we may obtain nonpublic personal information directly from the customer, from customer-related transactions, or from third parties such as our title insurance agents, lenders, appraisers, surveyors or other similar entities.

### **Access to Information**

Access to all nonpublic personal information is limited to those employees who have a need to know in order to perform their jobs. These employees include, but are not limited to, those in departments such as legal, underwriting, claims administration and accounting.

### **Information Sharing**

Generally, WLTIC does not share nonpublic personal information that it collects with anyone other than its policy issuing agents as needed to complete the real estate settlement services and issue its title insurance policy as requested by the consumer. WLTIC may share nonpublic personal information as permitted by law with entities with whom WLTIC has a joint marketing agreement. Entities with whom WLTIC has a joint marketing agreement have agreed to protect the privacy of our customer's nonpublic personal information by utilizing similar precautions and security measures as WLTIC uses to protect this information and to use the information for lawful purposes. WLTIC, however, may share information as required by law in response to a subpoena, to a government regulatory agency or to prevent fraud.

### **Information Security**

WLTIC, at all times, strives to maintain the confidentiality and integrity of the personal information in its possession and has instituted measures to guard against its unauthorized access. We maintain physical, electronic and procedural safeguards in compliance with federal standards to protect that information.

*The WLTIC Privacy Policy can also be found on WLTIC's website at [www.wltic.com](http://www.wltic.com).*

INFORMATION ONLY  
**Empire Title North, LLC**  
12000 Pecos Street, Suite 275  
Westminster, CO 80234  
Tel: (303) 280-1669 • Fax: (303) 280-0801

Date: **November 16, 2018**  
File Number: **200865**  
Property Address: **Tucson South Resource M-2004-044, Brighton, CO 80601**  
Owner: **Aggregate Industries-WCR inc**

Please deliver to the Following Customers:

To:		Attn:	
To:	Aggregate Industries - WCR Inc 1687 Cole Blvd Ste 300 Golden, CO 80401	Attn:	Connie Davis
To:	<b>Empire Title North, LLC</b> <b>12000 Pecos Street, Suite 275</b> <b>Westminster, CO 80234</b>	Attn:	<b>Lisa Anders</b>

Enclosed please find the following item(s) concerning the above captioned order. Should you have any questions regarding the attached documentation, please contact us at **(303) 280-1669**. We appreciate your business very much and look forward to serving you in this transaction.

Your Escrow Officer for this transaction is **Lisa Anders**  
Phone Number: **(303) 280-1669** Fax Number: **(303) 280-0801**

<input type="checkbox"/> Commitment	<input type="checkbox"/> Endorsement	<input type="checkbox"/> Revised Commitment
<input type="checkbox"/> Tax Certificate	<input type="checkbox"/> Covenants, Conditions, Restrictions	<input type="checkbox"/> Schedule B-2 Documents
<input type="checkbox"/> Schedule B-1 Documents	<input type="checkbox"/> Ownership Encumbrance Report	<input type="checkbox"/> Title Guarantee

# COMMITMENT FOR TITLE INSURANCE

## SCHEDULE A

Commitment Number: **200865**  
AMENDMENT NUMBER:  
PROPERTY ADDRESS:  
**Tucson South Resource M-2004-044, Brighton,  
CO 80601**  
SCHEDULE #: **0157101000016**

1. Effective date: **November 4, 2018 at 8:00 AM**

2. Policy or policies to be issued:	Amount	Premium
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A. ALTA Owner's Policy - Proposed Insured:	\$	\$
--	----	----

B. ALTA Loan Policy - Proposed Insured	\$	\$
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C. None - Proposed Insured:	\$	\$
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Endorsement		\$
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Endorsement		\$
-------------	--	----

		\$
--	--	----

<b>WORK CHARGE</b>		\$350.00
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		\$
--	--	----

		\$
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<b>TOTAL</b>		<b>\$350.00</b>
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3. The estate or interest in the land described or referred to in this commitment and covered herein is **FEE SIMPLE** and title thereto is at the effective date hereof vested in:

**Aggregate Industries-WCR inc, a Colorado Corporation**

C1020994

4. The land referred to in this commitment is described as follows:

THE SW1/4 OF THE SE1/4 OF SECTION 1, TOWNSHIP 1 SOUTH, RANGE 67 WEST, EXCEPT THAT PART AS DESCRIBED IN BOOK 1055 AT PAGE 52, AND IN BOOK 1214 AT PAGE 326 AND EXCEPT THAT PART DESCRIBED IN BOOK 1205 AT PAGE 128, COUNTY OF ADAMS, STATE OF COLORADO.

## **SCHEDULE B-1**

### **Requirements**

The following are to be complied with:

Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured.

Proper instrument(s) creating the estate or interest to be insured must be executed and duly filed for record, to-wit:

A. NONE - INFORMATIONAL ONLY

THE LIABILITY OF THIS REPORT IS LIMITED TO THE AMOUNT PAID FOR IT.



## **SCHEDULE B-2**

### **Exceptions**

The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company:

1. Rights or claims of parties in possession not shown by the public records.
2. Easements or claims of easements, not shown by the public records.
3. Discrepancies, conflicts in boundary lines, shortages in area, encroachments, and any facts which a correct survey and inspection of the premises would disclose and which are not shown by the public records.
4. Any lien or right to a lien for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Defects, liens, encumbrances, adverse claims, or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.
6. Unpatented mining claims: reservations or exceptions in Patents or in Acts authorizing the issuance thereof, water rights, claims or title to water;  
NOTE: Item no. 6 of the above will not appear on the Lender's Policy (if any) to be issued hereunder.
7. Taxes and assessments which are a lien or are now due and payable; any tax, special assessment, charge or lien imposed for or by any special taxing district or for water or sewer service; any unredeemed tax sales.
8. OIL AND GAS LEASE BETWEEN FLOYD T MAZZOCCO AND TERESA C MAZZOCCO AND E. K. DROULLARD, AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTERESTS THEREIN, RECORDED IN BOOK 1602 AT PAGE 236.
9. OIL AND GAS LEASE BETWEEN CHARLES MORGAN SMITH AND AMOCO PRODUCTION COMPANY, AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTERESTS THEREIN, RECORDED IN BOOK 1979 AT PAGE 732.
10. INTENTIONALLY DELETED.
11. TERMS, CONDITIONS, STIPULATIONS AND OBLIGATIONS AS CONTAINED IN AND BURDENS IMPOSED BY RESERVATIONS IN WARRANTY DEED RECORDED JANUARY 14, 1985 IN BOOK 2957 AT PAGE 179.
12. TERMS, CONDITIONS, STIPULATIONS AND OBLIGATIONS AS CONTAINED IN AND BURDENS IMPOSED BY AGREEMENT FOR THE PURCHASE AND SALE OF REAL ESTATE RECORDED FEBRUARY 27, 2001 AT RECEPTION NO. C0765906.
13. TERMS, CONDITIONS, STIPULATIONS AND OBLIGATIONS AS CONTAINED IN AND BURDENS IMPOSED BY SPECIAL WARRANTY DEED WATER RIGHTS RECORDED SEPTEMBER 9, 2002 AT RECEPTION NO. C1020995.
14. TERMS, CONDITIONS, STIPULATIONS AND OBLIGATIONS AS CONTAINED IN AND BURDENS IMPOSED BY OPTION AGREEMENT RECORDED JANUARY 22, 2002 AT RECEPTION NO. C0916204.
15. ANY AND ALL UNPAID TAXES AND ASSESSMENTS. A TAX CERTIFICATE HAS BEEN ORDERED.

**EMPIRE TITLE NORTH, LLC**

**Disclosures**

All documents received for recording or filing in the Clerk and Recorder's office shall contain a top margin of at least one inch and a left, right and bottom margin of at least one half of an inch. The Clerk and Recorder will refuse to record or file any document that does not conform to the requirements of this section. Pursuant to C.R.S. 30-10-406(3)(a).

The company will not issue its policy or policies of title insurance contemplated by this commitment until it has been provided a Certificate of Taxes due or other equivalent documentation from the County Treasurer or the County Treasurer's authorized agent; or until the Proposed Insured has notified or instructed the company in writing to the contrary. Pursuant to C.R.S. 10-11-122.

No person or entity that provides closing and settlement services for a real estate transaction shall disburse funds as a part of such services until those funds have been received and are available for immediate withdrawals as a matter of right. Pursuant to C.R.S. 38-35-125(2).

The Company hereby notifies the proposed buyer in the current transaction that there may be recorded evidence that the mineral estate, or portion thereof, has been severed, leased, or otherwise conveyed from the surface estate. If so, there is a substantial likelihood that a third party holds some or all interest in the oil, gas, other minerals, or geothermal energy in the subject property. Such mineral estate may include the right to enter and use the property without the surface owner's permission. Pursuant to C.R.S. 10-11-123.

If this transaction includes a sale of property and the sales price exceeds \$100,000.00, the seller must comply with the disclosure/withholding requirements of said section. (Nonresident withholding) Pursuant to C.R.S. 39-22-604.5.

Notice is hereby given that: The subject property may be located in a special taxing district. A Certificate of Taxes due listing each taxing jurisdiction shall be obtained from the County Treasurer or the County Treasurer's authorized agent. Information regarding special districts and the boundaries of such districts may be obtained from the Board of County Commissioners, the County Clerk and Recorder, or the County Assessor. Pursuant to C.R.S. 10-11-122.

Notice is hereby given that: **Pursuant to Colorado Division of Insurance Regulation 8-1-2;**

"Gap Protection" -When this Company conducts the closing and is responsible for recording or filing the legal documents resulting from the transaction, the Company shall be responsible for all matters which appear on the record prior to such time or recording or filing; and

"Mechanic's Lien Protection" - If you are the buyer of a single family residence, you may request mechanic's lien coverage to be issued on your policy of Insurance. If the property being purchased has not been the subject of construction, improvements or repairs in the last six months prior to the date of this commitment, the requirements will be payment of the appropriate premium and the completion of an Affidavit and Indemnity by the seller. If the property being purchased was constructed, improved or repaired within six months prior to the date of this commitment the requirements may involve disclosure of certain financial information, payment of premiums, and indemnity, among others. The general requirements stated above are subject to revision and approval by the Company. Pursuant to C.R.S. 10-11-122.

**Notice is hereby given that an ALTA Closing Protection Letter is available, upon request, to certain parties to the transaction as noted in the title commitment. Pursuant to Colorado Division of Insurance Regulation 8-1-3.**

**Nothing herein contained will be deemed to obligate the Company to provide any of the coverages referred to herein unless the above conditions are fully satisfied**



## **Notice of Privacy Policy**

of

## **Westcor Land Title Insurance Company**

Westcor Land Title Insurance Company ("WLTIC") values its customers and is committed to protecting the privacy of personal information. In keeping with that philosophy, we have developed a Privacy Policy, set out below, that will ensure the continued protection of your nonpublic personal information and inform you about the measures WLTIC takes to safeguard that information.

### **Who is Covered**

We provide our Privacy Policy to each customer when they purchase an WLTIC title insurance policy. Generally, this means that the Privacy Policy is provided to the customer at the closing of the real estate transaction.

### **Information Collected**

In the normal course of business and to provide the necessary services to our customers, we may obtain nonpublic personal information directly from the customer, from customer-related transactions, or from third parties such as our title insurance agents, lenders, appraisers, surveyors or other similar entities.

### **Access to Information**

Access to all nonpublic personal information is limited to those employees who have a need to know in order to perform their jobs. These employees include, but are not limited to, those in departments such as legal, underwriting, claims administration and accounting.

### **Information Sharing**

Generally, WLTIC does not share nonpublic personal information that it collects with anyone other than its policy issuing agents as needed to complete the real estate settlement services and issue its title insurance policy as requested by the consumer. WLTIC may share nonpublic personal information as permitted by law with entities with whom WLTIC has a joint marketing agreement. Entities with whom WLTIC has a joint marketing agreement have agreed to protect the privacy of our customer's nonpublic personal information by utilizing similar precautions and security measures as WLTIC uses to protect this information and to use the information for lawful purposes. WLTIC, however, may share information as required by law in response to a subpoena, to a government regulatory agency or to prevent fraud.

### **Information Security**

WLTIC, at all times, strives to maintain the confidentiality and integrity of the personal information in its possession and has instituted measures to guard against its unauthorized access. We maintain physical, electronic and procedural safeguards in compliance with federal standards to protect that information.

*The WLTIC Privacy Policy can also be found on WLTIC's website at [www.wltic.com](http://www.wltic.com).*

INFORMATION ONLY  
**Empire Title North, LLC**  
12000 Pecos Street, Suite 275  
Westminster, CO 80234  
Tel: (303) 280-1669 • Fax: (303) 280-0801

Date: **November 26, 2018**  
File Number: **201755**  
Property Address: **Tuscon Resource Mine M-1991-140, Brighton, CO 80601**  
Owner: **City of Thornton, A Colorado Municipal Corporation**

Please deliver to the Following Customers:

To:		Attn:	
To:	Aggregate Industries - WCR Inc 1687 Cole Blvd Ste 300 Golden, CO 80401	Attn:	Connie Davis
To:	<b>Empire Title North, LLC</b> <b>12000 Pecos Street, Suite 275</b> <b>Westminster, CO 80234</b>	Attn:	<b>Lisa Anders</b>

Enclosed please find the following item(s) concerning the above captioned order. Should you have any questions regarding the attached documentation, please contact us at **(303) 280-1669**. We appreciate your business very much and look forward to serving you in this transaction.

Your Escrow Officer for this transaction is **Lisa Anders**  
Phone Number: **(303) 280-1669** Fax Number: **(303) 280-0801**

<input type="checkbox"/> Commitment	<input type="checkbox"/> Endorsement	<input type="checkbox"/> Revised Commitment
<input type="checkbox"/> Tax Certificate	<input type="checkbox"/> Covenants, Conditions, Restrictions	<input type="checkbox"/> Schedule B-2 Documents
<input type="checkbox"/> Schedule B-1 Documents	<input type="checkbox"/> Ownership Encumbrance Report	<input type="checkbox"/> Title Guarantee

# COMMITMENT FOR TITLE INSURANCE

## SCHEDULE A

Commitment Number: **201755**  
AMENDMENT NUMBER:  
PROPERTY ADDRESS:  
**Tuscon Resource Mine M-1991-140, Brighton,  
CO 80601**  
SCHEDULE #: **0157101002001**

1. Effective date: **November 4, 2018 at 8:00 AM**

2. Policy or policies to be issued:	Amount	Premium
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A. ALTA Owner's Policy - Proposed Insured:	\$	\$
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B. ALTA Loan Policy - Proposed Insured	\$	\$
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C. None - Proposed Insured:	\$	\$
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Endorsement	\$
Endorsement	\$
<b>WORK CHARGE</b>	<b>\$400.00</b>

<b>TOTAL</b>	<b>\$</b>
	<hr/>
	<b>\$400.00</b>

3. The estate or interest in the land described or referred to in this commitment and covered herein is **FEE SIMPLE** and title thereto is at the effective date hereof vested in:

**City of Thornton, A Colorado Municipal Corporation**

2010000089671

4. The land referred to in this commitment is described as follows:

LOT 1, TUCSON RESOURCES SUBDIVISION, COUNTY OF ADAMS, STATE OF COLOARDO.

## **SCHEDULE B-1**

### **Requirements**

The following are to be complied with:

Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured.

Proper instrument(s) creating the estate or interest to be insured must be executed and duly filed for record, to-wit:

A. NONE – INFORMATION ONLY

THE LIABILITY OF THIS REPORT IS LIMITED TO THE AMOUNT PAID FOR IT.

## SCHEDULE B-2

### Exceptions

The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company:

1. Rights or claims of parties in possession not shown by the public records.
2. Easements or claims of easements, not shown by the public records.
3. Discrepancies, conflicts in boundary lines, shortages in area, encroachments, and any facts which a correct survey and inspection of the premises would disclose and which are not shown by the public records.
4. Any lien or right to a lien for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Defects, liens, encumbrances, adverse claims, or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.
6. Unpatented mining claims: reservations or exceptions in Patents or in Acts authorizing the issuance thereof, water rights, claims or title to water;  
NOTE: Item no. 6 of the above will not appear on the Lender's Policy (if any) to be issued hereunder.
7. Taxes and assessments which are a lien or are now due and payable; any tax, special assessment, charge or lien imposed for or by any special taxing district or for water or sewer service; any unredeemed tax sales.
8. RIGHT-OF-WAY FOR THE LARAMIE SEEPAGE AND DRAINAGE DITCHES AS SHOWN ON MAP FILED MARCH 9, 1910 IN MAPS, PAGE 132.
9. THE PORTION OF SUBJECT PROPERTY LYING WITH THE MCCANNE DITCH AS EVIDENCED BY STATEMENT RECORDED DECEMBER 17, 1982 IN BOOK 2703 AT PAGE 237; WITHIN THE MCCANNED DITCH EXTENSION AS EVIDENCED BY STATEMENT RECORDED DECEMBER 17, 1982 IN BOOK 2703 AT PAGE 242; AND WITHIN THE MCCANNE DITCH, 2<sup>ND</sup> EXTENSION AND ENLARGEMENT AS EVIDENCED BY STATEMENT RECORDED DECEMBER 17, 1982 IN BOOK 2703 AT PAGE 246.
10. RIGHT-OF-WAY, WHETHER IN FEE OR EASEMENT ONLY, FOR ELECTRIC TRANSMISSION LINES, AS GRANTED TO PUBLIC SERVICE COMPANY OF COLORADO BY CLVDE W. MILLER, IN THE INSTRUMENT RECORDED JANUARY 26, 1962 IN BOOK 963 AT PAGE 62, IN WHICH THE SPECIFIC LOCATION OF THE EASEMENT IS DESCRIBED.
11. TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS SPECIFIED IN AGREEMENT BETWEEN UNION PACIFIC RAILROAD COMPANY AND MOUNTAIN VIEW WATER USERS ASSOCIATION RECORDED OCTOBER 25, 1961 IN BOOK 944 AT PAGE 571, WHICH AGREEMENT CONCERNS CONSTRUCTION, MAINTENANCE, AND OPERATION OF WATER PIPELINES ACROSS THE RIGHT-OF-WAY AND UNDERNEATH THE TRACKS OF SAID RAILROAD COMPANY'S BOULDER AND DENT BRANCHES, AS MORE PARTICULARLY DESCRIBED IN SAID AGREEMENT.
12. TERMS, CONDITIONS, STIPULATIONS AND OBLIGATIONS AS CONTAINED IN AND BURDENS IMPOSED RIGHT-OF-WAY EASEMENT GRANTED TO UNION RURAL ELECTRIC ASSOCIATION, INC BY INSTRUMENT RECORDED JANUARY 15, 1970 IN BOOK 1571 AT PAGE 293, TO CONSTRUCT, RECONSTRUCT, REPLACE, REPAIR, OPERATE AND MAINTAIN AN ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE OR SYSTEMS.



13. OIL AND GAS LEASE BETWEEN STOKELY-VAN CAMP, INC AND C.M. PETERSON, DATED MARCH 7, 1971 AND RECORDED APRIL 6, 1972 IN BOOK 1789 AT PAGE 541, AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTERESTS THEREIN.
14. RESERVATION UNTO THE UNION PACIFIC RAILROAD COMPANY, ITS SUCCESSORS AND ASSIGNS FOREVER, OF ALL MINERALS AND ALL MINERALS RIGHTS OF EVERY KIND AND CHARACTER, INCLUDING COAL, OIL AND GAS, AND RIGHTS THERETO, TOGETHER WITH THE PERPETUAL RIGHT TO EXPLORE FOR, REMOVE, AND DISPOSE OF SAID MINERALS BY ANY MEANS OR METHODS SUITABLE TO SAID RAILROAD COMPANY, INCLUDING THE RIGHT OF ACCESS TO AND USE OF SUCH PARTS OF PARCEL II AS MAY BE NECESSARY FOR EXPLORATION FOR REMOVAL, STORAGE DISPOSITION, AND TRANSPORTATION OF SAID MINERALS AND THE DISPOSITION OF TAILINGS, TOGETHER WITH THE PERPETUAL RIGHT TO REMOVE THE SUBJACENT SUPPORT FROM THE SURFACE OF SAID LANDS, EXCEPT SUCH AS IS NECESSARY FOR THE SUPPORT OF PERMANENT STRUCTURES ERECTED THEREON PRIOR TO THE TIME SUCH RIGHT IS EXERCISED, WITHOUT THEREBY INCURRING ANY LIABILITY WHATSOEVER FOR DAMAGE SO CAUSED, AS RESERVED BY QUIT CLAIM DEEDS RECORDED SEPTEMBER 29, 1967 IN BOOK 1391 AT PAGE 261.
15. TEMPORARY CONSTRUCTION EASEMENT AS GRANTED TO THE CITY OF BRIGHTON, COLORADO, AFFECTING THE NW1/4 SW1/4 OF SECTION 6, TOWNSHIP 1 SOUTH, RANGE 66 WEST BY INSTRUMENT DATED MAY 7, 1962 AND RECORDED MAY 10, 1962 IN BOOK 983 AT PAGE 419.
16. ANY QUESTION, DISPUTE OR ADVERSE CLAIMS AS TO ANY LOSS OR GAIN OF LAND AS A RESULT OF ANY CHANGE IN THE RIVER BED LOCATION BY OTHER THAN NATURAL CAUSES, OR ALTERATION THROUGH ACCRETION, RELICTION, EROSION OR AVULSION OF THE CENTER THREAD, BANK, CHANNEL OR FLOW OF WATERS IN THE SOUTH PLATTE RIVER LYING WITHIN SUBJECT LAND; AND ANY QUESTION AS TO THE LOCATION OF SUCH CENTER THREAD, BED, BANK OR CHANNEL AS A LEGAL DESCRIPTION MONUMENT OR MARKER FOR PURPOSES OF DESCRIBING OR LOCATING SUBJECT LANDS.
17. TERMS, AGREEMENTS, PROVISIONS, CONDITIONS AND OBLIGATIONS AS CONTAINED IN AFFIDAVIT RECORDED AUGUST 2, 1983 IN BOOK 2773 AT PAGE 946.
18. RIGHT OF WAY, WHETHER IN FEE OR EASEMENT ONLY, FOR UTILITY LINES, AS GRANTED TO PUBLIC SERVICE COMPANY OF COLORADO BY KUNER-EMPSON CO., IN THE INSTRUMENT RECORDED OCTOBER 24, 1983 IN BOOK 2803 AT PAGE 450, IN WHICH THE SPECIFIC LOCATION OF THE EASEMENT IS DESCRIBED.
19. RIGHT OF WAY, WHETHER IN FEE OR EASEMENT ONLY, FOR UTILITY LINES, AS GRANTED TO PUBLIC SERVICE COMPANY OF COLORADO BY FARIBAULT CANNING CO., A KUNER-EMPSON CO, DIVISION, IN THE INSTRUMENT RECORDED OCTOBER 24, 1983 IN BOOK 2803 AT PAGE 451, IN WHICH THE SPECIFIC LOCATION OF THE EASEMENT IS DESCRIBED.
20. RIGHT OF WAY, WHETHER IN FEE OR EASEMENT ONLY, FOR PIPELINES AND RELATED APPURTENANCES, AS GRANTED TO WESTERN SLOPE GAS COMPANY BY KUNER-EMPSON COMPANY, A DIVISION OF FARIBAULT CANNING COMPANY, IN THE INSTRUMENT RECORDED JANUARY 19, 1984 IN BOOK 2831 AT PAGE 480, THE LOCATION OF WHICH IS SHOWN IN THE MAP ATTACHED TO SAID INSTRUMENT.
21. RIGHT OF WAY, WHETHER IN FEE OR EASEMENT ONLY, FOR ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE, AS GRANTED TO UNION RURAL ELECTRIC ASSOCIATION BY KUNER-EMPSON COMPANY, IN THE INSTRUMENT RECORDED DECEMBER 5, 1969 IN BOOK 1565 AT PAGE 253, IN WHICH THE SPECIFIC LOCATION OF THE EASEMENT IS DESCRIBED.
22. NOTICE BY THE PANHANDLE EASTERN PIPELINE COMPANY OF UNDERGROUND FACILITIES FOR THE PURPOSE OF TRANSMISSION AND GATHERING OF NATURAL GAS, RECORDED JUNE 25, 1986 IN BOOK 3162 AT PAGE 961.
23. TERMS, AGREEMENTS, PROVISIONS, CONDITIONS AND OBLIGATIONS AS CONTAINED IN CONTRACT BY AND BETWEEN KUNER-EMPSON COMPANY AND THE CITY OF BRIGHTON, COLORADO, A MUNICIPAL CORPORATION RECORDED AUGUST 16, 1965 IN BOOK 1242 AT PAGE 51.
24. RIGHT OF WAY, WHETHER IN FEE OR EASEMENT ONLY, FOR RESTORATION AND MAINTENANCE OF DRAINAGE AND FLOOD CONTROL FACILITIES, AS GRANTED TO URBAN DRAINAGE AND FLOOD CONTROL DISTRICT, A QUASI-GOVERNMENTAL ENTITY BY JACK AND GWENNE L. ROGERS, IN THE INSTRUMENT RECORDED SEPTEMBER 23, 1993 IN BOOK 4155 AT PAGE 567, IN WHICH THE SPECIFIC LOCATION OF THE EASEMENT IS DESCRIBED.

25. RIGHT OF WAY, WHETHER IN FEE OR EASEMENT ONLY, FOR DRAINAGE AND FLOOD CONTROL FACILITIES, AS GRANTED TO URBAN DRAINAGE AND FLOOD CONTROL DISTRICT, A QUASI-GOVERNMENTAL ENTITY BY JACK ROGERS AND GWENNE L. ROGERS, IN THE INSTRUMENT RECORDED MAY 23, 1994 IN BOOK 4323 AT PAGE 623, IN WHICH THE SPECIFIC LOCATION OF THE EASEMENT IS DESCRIBED.
26. EASEMENT, NOTES AND RESERVATIONS AS SHOWN ON THE PLAT OF TUCSON RESOURCES SUBDIVISION, RECORDED MAY 21, 1998 AT RECEPTION NO. C0400045.
27. RESERVATIONS AS TO WATER AND MINERALS, AS CONTAINED IN DEEDS RECORDED SEPTEMBER 17, 1991 IN BOOK 3817 AT PAGE 128 AND RECORDED OCTOBER 11, 1995 IN BOOK 4605 AT PAGE 427.
28. TERMS, AGREEMENTS, PROVISIONS, CONDITIONS AND OBLIGATIONS AS CONTAINED IN RULING OF THE REFEREE AND DECREE OF THE WATER COUNTY RECORDED JULY 6, 1995 IN BOOK 4541 AT PAGE 725.
29. RIGHT OF WAY, WHETHER IN FEE OR EASEMENT ONLY, FOR DRAINAGEWAY FACILITIES, AS GRANTED TO URBAN DRAINAGE AND FLOOD CONTROL DISTRICT 1 A QUASI-GOVERNMENTAL ENTITY BY JACK AND GWENNE L. ROGERS, IN THE INSTRUMENT RECORDED JANUARY 25, 1995 IN BOOK 4457 AT PAGE 387, IN WHICH THE SPECIFIC LOCATION OF THE EASEMENT IS DESCRIBED.
30. LIS PENDENS, PURSUANT TO COLORADO RULE OF CIVIL PROCEDURE 105(F), BY COURT DETERMINATION, DISCLAIMER BY ALL PARTIES, FINAL JUDGMENT OR CERTIFICATE OF DISMISSAL ISSUED BY THE CLERK OF THE COURT, IN CIVIL ACTION NO 99CV1197 IN THE DISTRICT COURT OF THE COUNTY OF ADAMS, ENTITLED CITY OF THORNTON, PLAINTIFF VS. TUCSON RESOURCES, LLC, A COLORADO LIMITED LIABILITY COMPANY, COLORADO BUSINESS LEASING, INC.,; JUDITH A. KAHLE, AS PUBLIC TRUSTEE OF ADAMS COUNTY, COLORADO; HELEN L. HILL, AS TREASURER OF ADAMS COUNTY, COLORADO AND ANY AND ALL PERSONS WHO MAY CLAIM, AN INTEREST IN THE SUBJECT MATTER OF THIS ACTION, DEFENDANT(S). NOTICE OF LIS PENDENS RECORDED MAY 28, 1999 IN BOOK 5771 AT PAGE 460.
31. WATER RIGHTS AS GRANTED IN DEED RECORDED DECEMBER 27, 2010 AT RECEPTION NO. 2010000089672.
32. TERMS, AGREEMENTS, PROVISIONS, CONDITIONS AND OBLIGATIONS AS CONTAINED IN RESOLUTION RECORDED MAY 17, 2012 AT RECEPTION NO. 2012000035706.
33. ANY AND ALL UNPAID TAXES AND ASSESSMENTS. A TAX CERTIFICATE HAS BEEN ORDERED.

**EMPIRE TITLE NORTH, LLC**

**Disclosures**

All documents received for recording or filing in the Clerk and Recorder's office shall contain a top margin of at least one inch and a left, right and bottom margin of at least one half of an inch. The Clerk and Recorder will refuse to record or file any document that does not conform to the requirements of this section. Pursuant to C.R.S. 30-10-406(3)(a).

The company will not issue its policy or policies of title insurance contemplated by this commitment until it has been provided a Certificate of Taxes due or other equivalent documentation from the County Treasurer or the County Treasurer's authorized agent; or until the Proposed Insured has notified or instructed the company in writing to the contrary. Pursuant to C.R.S. 10-11-122.

No person or entity that provides closing and settlement services for a real estate transaction shall disburse funds as a part of such services until those funds have been received and are available for immediate withdrawals as a matter of right. Pursuant to C.R.S. 38-35-125(2).

The Company hereby notifies the proposed buyer in the current transaction that there may be recorded evidence that the mineral estate, or portion thereof, has been severed, leased, or otherwise conveyed from the surface estate. If so, there is a substantial likelihood that a third party holds some or all interest in the oil, gas, other minerals, or geothermal energy in the subject property. Such mineral estate may include the right to enter and use the property without the surface owner's permission. Pursuant to C.R.S. 10-11-123.

If this transaction includes a sale of property and the sales price exceeds \$100,000.00, the seller must comply with the disclosure/withholding requirements of said section. (Nonresident withholding) Pursuant to C.R.S. 39-22-604.5.

Notice is hereby given that: The subject property may be located in a special taxing district. A Certificate of Taxes due listing each taxing jurisdiction shall be obtained from the County Treasurer or the County Treasurer's authorized agent. Information regarding special districts and the boundaries of such districts may be obtained from the Board of County Commissioners, the County Clerk and Recorder, or the County Assessor. Pursuant to C.R.S. 10-11-122.

Notice is hereby given that: **Pursuant to Colorado Division of Insurance Regulation 8-1-2;**

"Gap Protection" -When this Company conducts the closing and is responsible for recording or filing the legal documents resulting from the transaction, the Company shall be responsible for all matters which appear on the record prior to such time or recording or filing; and

"Mechanic's Lien Protection" - If you are the buyer of a single family residence, you may request mechanic's lien coverage to be issued on your policy of Insurance. If the property being purchased has not been the subject of construction, improvements or repairs in the last six months prior to the date of this commitment, the requirements will be payment of the appropriate premium and the completion of an Affidavit and Indemnity by the seller. If the property being purchased was constructed, improved or repaired within six months prior to the date of this commitment the requirements may involve disclosure of certain financial information, payment of premiums, and indemnity, among others. The general requirements stated above are subject to revision and approval by the Company. Pursuant to C.R.S. 10-11-122.

**Notice is hereby given that an ALTA Closing Protection Letter is available, upon request, to certain parties to the transaction as noted in the title commitment. Pursuant to Colorado Division of Insurance Regulation 8-1-3.**

**Nothing herein contained will be deemed to obligate the Company to provide any of the coverages referred to herein unless the above conditions are fully satisfied**



## **Notice of Privacy Policy**

of

## **Westcor Land Title Insurance Company**

Westcor Land Title Insurance Company ("WLTIC") values its customers and is committed to protecting the privacy of personal information. In keeping with that philosophy, we have developed a Privacy Policy, set out below, that will ensure the continued protection of your nonpublic personal information and inform you about the measures WLTIC takes to safeguard that information.

### **Who is Covered**

We provide our Privacy Policy to each customer when they purchase an WLTIC title insurance policy. Generally, this means that the Privacy Policy is provided to the customer at the closing of the real estate transaction.

### **Information Collected**

In the normal course of business and to provide the necessary services to our customers, we may obtain nonpublic personal information directly from the customer, from customer-related transactions, or from third parties such as our title insurance agents, lenders, appraisers, surveyors or other similar entities.

### **Access to Information**

Access to all nonpublic personal information is limited to those employees who have a need to know in order to perform their jobs. These employees include, but are not limited to, those in departments such as legal, underwriting, claims administration and accounting.

### **Information Sharing**

Generally, WLTIC does not share nonpublic personal information that it collects with anyone other than its policy issuing agents as needed to complete the real estate settlement services and issue its title insurance policy as requested by the consumer. WLTIC may share nonpublic personal information as permitted by law with entities with whom WLTIC has a joint marketing agreement. Entities with whom WLTIC has a joint marketing agreement have agreed to protect the privacy of our customer's nonpublic personal information by utilizing similar precautions and security measures as WLTIC uses to protect this information and to use the information for lawful purposes. WLTIC, however, may share information as required by law in response to a subpoena, to a government regulatory agency or to prevent fraud.

### **Information Security**

WLTIC, at all times, strives to maintain the confidentiality and integrity of the personal information in its possession and has instituted measures to guard against its unauthorized access. We maintain physical, electronic and procedural safeguards in compliance with federal standards to protect that information.

*The WLTIC Privacy Policy can also be found on WLTIC's website at [www.wltic.com](http://www.wltic.com).*

INFORMATION ONLY  
**Empire Title North, LLC**  
12000 Pecos Street, Suite 275  
Westminster, CO 80234  
Tel: (303) 280-1669 • Fax: (303) 280-0801

Date: **November 13, 2018**  
File Number: **201737**  
Property Address: **12255 E 160th Ave, Brighton, CO 80602**  
Owner: **City of Aurora**

Please deliver to the Following Customers:

To:		Attn:	
To:	Aggregate Industries - WCR Inc 1687 Cole Blvd Ste 300 Golden, CO 80401	Attn:	Connie Davis
To:	<b>Empire Title North, LLC</b> <b>12000 Pecos Street, Suite 275</b> <b>Westminster, CO 80234</b>	Attn:	<b>Lisa Anders</b>

Enclosed please find the following item(s) concerning the above captioned order. Should you have any questions regarding the attached documentation, please contact us at **(303) 280-1669**. We appreciate your business very much and look forward to serving you in this transaction.

Your Escrow Officer for this transaction is **Lisa Anders**  
Phone Number: **(303) 280-1669** Fax Number: **(303) 280-0801**

<input type="checkbox"/> Commitment	<input type="checkbox"/> Endorsement	<input type="checkbox"/> Revised Commitment
<input type="checkbox"/> Tax Certificate	<input type="checkbox"/> Covenants, Conditions, Restrictions	<input type="checkbox"/> Schedule B-2 Documents
<input type="checkbox"/> Schedule B-1 Documents	<input type="checkbox"/> Ownership Encumbrance Report	<input type="checkbox"/> Title Guarantee

# COMMITMENT FOR TITLE INSURANCE

## SCHEDULE A

Commitment Number: **201737**  
AMENDMENT NUMBER:  
PROPERTY ADDRESS:  
**12255 E 160th Ave, Brighton, CO 80602**  
SCHEDULE #: **0157101300001**

1. Effective date: **October 29, 2018 at 8:00 AM**

2. Policy or policies to be issued:	Amount	Premium
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A. ALTA Owner's Policy - Proposed Insured:	\$	\$
--	----	----

B. ALTA Loan Policy - Proposed Insured	\$	\$
--	----	----

C. None - Proposed Insured:	\$	\$
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Endorsement	\$
Endorsement	\$
<b>WORK CHARGE</b>	<b>\$400.00</b>
	\$
	\$
	\$
<b>TOTAL</b>	<b>\$400.00</b>

3. The estate or interest in the land described or referred to in this commitment and covered herein is **FEE SIMPLE** and title thereto is at the effective date hereof vested in:

**City of Aurora, Colorado, a Colorado municipal corporation of the Counties of Adams, Arapahoe and Douglas acting by and through its Utility Enterprise**

20051222001399920

4. The land referred to in this commitment is described as follows:

THAT PARCEL OF LAND AS DESCRIBED IN GENERAL WARRANTY DEED RECORDED DECEMBER 22, 2005 AT RECEPTION NO. 20051222001399920, COUNTY OF ADAMS, STATE OF COLORADO.

## **SCHEDULE B-1**

### **Requirements**

The following are to be complied with:

Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured.

Proper instrument(s) creating the estate or interest to be insured must be executed and duly filed for record, to-wit:

A. NONE – INFORMATIONAL ONLY

THE LIABILITY OF THIS REPORT IS LIMITED TO THE AMOUNT PAID FOR IT.



## SCHEDULE B-2

### Exceptions

The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company:

1. Rights or claims of parties in possession not shown by the public records.
2. Easements or claims of easements, not shown by the public records.
3. Discrepancies, conflicts in boundary lines, shortages in area, encroachments, and any facts which a correct survey and inspection of the premises would disclose and which are not shown by the public records.
4. Any lien or right to a lien for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Defects, liens, encumbrances, adverse claims, or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.
6. Unpatented mining claims: reservations or exceptions in Patents or in Acts authorizing the issuance thereof, water rights, claims or title to water;  
NOTE: Item no. 6 of the above will not appear on the Lender's Policy (if any) to be issued hereunder.
7. Taxes and assessments which are a lien or are now due and payable; any tax, special assessment, charge or lien imposed for or by any special taxing district or for water or sewer service; any unredeemed tax sales.
8. ANY WATER RIGHTS OR CLAIM OR TITLE TO WATER, IN, ON OR UNDER THE LAND.  
NOTE: A DRY UP COVENANT RECORDED FEBRUARY 5, 2002 AT RECEPTION NO. C0923230.
9. EASEMENT GRANTED BY OSCAR HAAKE & RUTH HAAKE and OSCAR F. HAAKE JR and MAZELL A. HAAKE TO PUBLIC SERVICE COMPANY BY INSTRUMENT RECORDED MARCH 9, 1962 IN BOOK 970 AT PAGE 427
10. TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS SPECIFIED IN RIGHT OF WAY AGREEMENT RECORDED JUNE 3 1963 IN BOOK 1070 AT PAGE 496 AND PAGE 498.
11. AN EASEMENT FOR INGRESS, EGRESS AND INCIDENTAL PURPOSES GRANTED TO CARL C. SELTZER BY DEED RECORDED JUNE 3, 1963 IN BOOK 1070 AT PAGE 495
12. OIL AND GAS LEASE BETWEEN OSCAR HAAKE and RUTH HAAKE and OSCAR F. HAAKE JR and MAZELL A. HAAKE AND T.S. PACE RECORDED JULY 20, 1970 IN BOOK 1614 AT PAGE 154, AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTERESTS THEREIN. NOTE: DECLARATIONS OF UNITIZATION IN CONNECTION WITH THE ABOVE STATED OIL AND GAS LEASE RECORDED JULY 7, 1975 IN BOOK 2003 AT PAGE 955 AND JANUARY 3, 1996 IN BOOK 4656 AT PAGE 115. NOTE: AFFIDAVITS OF LEASE EXTENSION OR PRODUCTION RECORDED SEPTEMBER 18, 1975 IN BOOK 2018 AT PAGE 412 AND PAGE 418, AND NOTICE OF OIL AND GAS INTERESTS AND SURFACE USE RECORDED DECEMBER 5, 2000 AT RECEPTION NO. C0738248.
13. TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS SPECIFIED IN EASEMENT RECORDED NOVEMBER 24, 1971 IN BOOK 1758 AT PAGE 188.
14. TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS SPECIFIED IN THE RIGHT-OF-WAY EASEMENT AND LICENSE RECORDED AUGUST 6, 1975 IN BOOK 2009 AT PAGE 900.
15. TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS SPECIFIED IN NOTICE OF GENERAL DESCRIPTION OF AREA SERVED BY PANHANDLE EASTERN PIPE LINE COMPANY CONCERNING UNDERGROUND FACILITIES RECORDED JUNE 25, 1966 IN BOOK 3162 AT PAGE 961.

16. TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS CONTAINED IN THE SURVEYS 182 AND 188 DEPICTING THE BRIGHTON DITCH, RECORDED MAY 30, 2000 AT RECEPTION NO. C0674829 AND OCTOBER 31, 2000 AT RECEPTION NO. C0726609, RESPECTIVELY AND NOTICES OF LIS PENDENS CONDEMNING CERTAIN INTERESTS IN THE BRIGHTON DITCH RECORDED MARCH 31, 2001 AT RECEPTION NO. C0777273, AND APRIL 23, 2001 AT RECEPTION NO. C0789934, AND MAY 9, 2002 AT RECEPTION NO. C0967976 AND MAY 21, 2002 AT RECEPTION NO. C0972522. NOTE: FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER ISSUED FROM WELD COUNTY DISTRICT COURT CONCERNING THE BRIGHTON DITCH RECORDED MAY 19, 2000 AT RECEPTION NO. C0672384.
17. TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS SPECIFIED IN THE RIGHT OF ENTRY RECORDED APRIL 13, 2004 AT RECEPTION NO. 20040413000228910.
18. TERMS, CONDITIONS, STIPULATIONS AND OBLIGATIONS AS CONTAINED IN THE AGREEMENT FOR DRY-UP AND GRANT OF EASEMENT RECORDED JANUARY 11, 2005 AT RECEPTION NO. 20050111000037500.
19. TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS CONTAINED IN THE ZONING HEARING DECISION – CASE #EXG2004-00004 RECORDED SEPTEMBER 26, 2005 AT RECEPTION NO. 20050926001050180.
20. ACCESS EASEMENTS RECORDED OCTOBER 17, 2007 AT RECEPTION NO. 2007000097992 AND JULY 1, 2008 AT RECEPTION NO. 2008000052653.
21. TERMS, CONDITIONS, STIPULATIONS AND OBLIGATIONS AS CONTAINED PIPELINE EASEMENT RECORDED JULY 1, 2008 AT RECEPTION NO. 2008000052649.
22. TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS SPECIFIED IN PERMANENT STORM WATER QUALITY AND DRAINAGE EASEMENT RECORDED JULY 1, 2008 AT RECEPTION NO. 2008000052650.
23. TERMS, CONDITIONS, STIPULATIONS AND OBLIGATIONS AS CONTAINED IN PIPELINE EASEMENT DEED AND AGREEMENT (MULTIPLE PARCELS) TO TODD CREEK VILLAGE METROPOLITAN DISTRICT, RECORDED JANUARY 16, 2017 AT RECEPTION NO. 2017000007893, AND RECORDED FEBRUARY 24, 2017 AT RECEPTION NO. 2017000017056 AND AT RECEPTION NO. 2017000017057.
24. TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS SPECIFIED IN RIGHT-OF-WAY EASEMENT AND LICENSE FROM BRIGHTON DITCH COMPANY TO TODD CREEK FARMS METROPOLITAN DISTRICT NO. 1 RECORDED APRIL 10, 2006 AT RECEPTION NO. 20060410000361500.
25. TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS SPECIFIED IN RIGHT-OF-WAY GRANT FROM THE CITY OF AURORA TO KERR-MCGEE GATHERING LLC RECORDED OCTOBER 20, 2008 AT RECEPTION NO. 2008000083025.
26. TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS SPECIFIED IN AGREEMENT FOR RELOCATION OF PIPELINE AND RIGHT-OF-WAY BETWEEN CITY OF AURORA AND KERR-MCGEE GATHERING LLC RECORDED OCTOBER 20, 2008 AT RECEPTION NO. 2008000083026.
27. TERMS, CONDITIONS, STIPULATIONS AND OBLIGATIONS AS CONTAINED WIRELESS COMMUNICATIONS FACILITIES MASTER LICENSE AGREEMENT WITH NEW MOBILITIE, LLC RECORDED JULY 25, 2017 AT RECEPTION NO. 2017000063983.
28. TERMS, CONDITIONS, STIPULATIONS AND OBLIGATIONS AS CONTAINED IN WIRELESS COMMUNICATIONS FACILITIES MASTER LICENSE AGREEMENT WITH NEW CINGULAR WIRELESS PCS, LLC RECORDED SEPTEMBER 18, 2017 AT RECEPTION NO. 201700081469.
29. TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS SPECIFIED IN LICENSE AGREEMENT (PRAIRIE WATER EASEMENT) BETWEEN CITY OF AURORA AND TODD CREK VILLAGE METROPOLITAN DISTRICT RECORDED JULY 13, 2017 AT RECEPTION NO. 2017000057130.
30. ANY AND ALL UNPAID TAXES AND ASSESSMENTS.

**EMPIRE TITLE NORTH, LLC****Disclosures**

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The Company hereby notifies the proposed buyer in the current transaction that there may be recorded evidence that the mineral estate, or portion thereof, has been severed, leased, or otherwise conveyed from the surface estate. If so, there is a substantial likelihood that a third party holds some or all interest in the oil, gas, other minerals, or geothermal energy in the subject property. Such mineral estate may include the right to enter and use the property without the surface owner's permission. Pursuant to C.R.S. 10-11-123.

If this transaction includes a sale of property and the sales price exceeds \$100,000.00, the seller must comply with the disclosure/withholding requirements of said section. (Nonresident withholding) Pursuant to C.R.S. 39-22-604.5.

Notice is hereby given that: The subject property may be located in a special taxing district. A Certificate of Taxes due listing each taxing jurisdiction shall be obtained from the County Treasurer or the County Treasurer's authorized agent. Information regarding special districts and the boundaries of such districts may be obtained from the Board of County Commissioners, the County Clerk and Recorder, or the County Assessor. Pursuant to C.R.S. 10-11-122.

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## **Notice of Privacy Policy**

of

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### **Information Security**

WLTIC, at all times, strives to maintain the confidentiality and integrity of the personal information in its possession and has instituted measures to guard against its unauthorized access. We maintain physical, electronic and procedural safeguards in compliance with federal standards to protect that information.

*The WLTIC Privacy Policy can also be found on WLTIC's website at [www.wltic.com](http://www.wltic.com).*

INFORMATION ONLY  
**Empire Title North, LLC**  
12000 Pecos Street, Suite 275  
Westminster, CO 80234  
Tel: (303) 280-1669 • Fax: (303) 280-0801

Date: **November 9, 2018**  
File Number: **201734**  
Property Address: **Vacant Land, Brighton, CO 80602**  
Owner: **Aggregate Industries-WCR Inc**

Please deliver to the Following Customers:

To:		Attn:	
To:	Aggregate Industries - WCR Inc 1687 Cole Blvd Ste 300 Golden, CO 80401	Attn:	Connie Davis
To:	<b>Empire Title North, LLC</b> <b>12000 Pecos Street, Suite 275</b> <b>Westminster, CO 80234</b>	Attn:	<b>Lisa Anders</b>

Enclosed please find the following item(s) concerning the above captioned order. Should you have any questions regarding the attached documentation, please contact us at **(303) 280-1669**. We appreciate your business very much and look forward to serving you in this transaction.

Your Escrow Officer for this transaction is **Lisa Anders**  
Phone Number: **(303) 280-1669** Fax Number: **(303) 280-0801**

<input type="checkbox"/> Commitment	<input type="checkbox"/> Endorsement	<input type="checkbox"/> Revised Commitment
<input type="checkbox"/> Tax Certificate	<input type="checkbox"/> Covenants, Conditions, Restrictions	<input type="checkbox"/> Schedule B-2 Documents
<input type="checkbox"/> Schedule B-1 Documents	<input type="checkbox"/> Ownership Encumbrance Report	<input type="checkbox"/> Title Guarantee

# COMMITMENT FOR TITLE INSURANCE

## SCHEDULE A

Commitment Number: **201734**  
AMENDMENT NUMBER:  
PROPERTY ADDRESS:  
**Vacant Land, Brighton, CO 80602**  
SCHEDULE #: **0157101100002**

1. Effective date: **October 29, 2018** at **8:00 AM**

2. Policy or policies to be issued:	Amount	Premium
-------------------------------------	--------	---------

A. ALTA Owner's Policy - Proposed Insured:	\$	\$
--	----	----

B. ALTA Loan Policy - Proposed Insured	\$	\$
--	----	----

C. None - Proposed Insured:	\$	\$
-----------------------------	----	----

Endorsement	\$
Endorsement	\$
<b>WORK CHARGE</b>	<b>\$400.00</b>
	\$
	\$
	\$
<b>TOTAL</b>	<b>\$400.00</b>

3. The estate or interest in the land described or referred to in this commitment and covered herein is **FEE SIMPLE** and title thereto is at the effective date hereof vested in:

**Aggregate Industries-WCR Inc, a Colorado Corporation**

C0753037      C0753038

4. The land referred to in this commitment is described as follows:

THAT PARCEL OF LAND AS DESCRIBED IN GENERAL WARRANTY DEED RECORDED JANUARY 22, 2001 AT RECEPTION NO. C0753037.

## **SCHEDULE B-1**

### **Requirements**

The following are to be complied with:

Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured.

Proper instrument(s) creating the estate or interest to be insured must be executed and duly filed for record, to-wit:

A. NONE – INFORMATIONAL ONLY

THE LIABILITY OF THIS REPORT IS LIMITED TO THE AMOUNT PAID FOR IT.

**SCHEDULE B-2****Exceptions**

The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company:

1. Rights or claims of parties in possession not shown by the public records.
2. Easements or claims of easements, not shown by the public records.
3. Discrepancies, conflicts in boundary lines, shortages in area, encroachments, and any facts which a correct survey and inspection of the premises would disclose and which are not shown by the public records.
4. Any lien or right to a lien for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Defects, liens, encumbrances, adverse claims, or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.
6. Unpatented mining claims: reservations or exceptions in Patents or in Acts authorizing the issuance thereof, water rights, claims or title to water;  
NOTE: Item no. 6 of the above will not appear on the Lender's Policy (if any) to be issued hereunder.
7. Taxes and assessments which are a lien or are now due and payable; any tax, special assessment, charge or lien imposed for or by any special taxing district or for water or sewer service; any unredeemed tax sales.
8. TERMS, CONDITIONS, STIPULATIONS AND OBLIGATIONS AS CONTAINED IN AND BURDENS IMPOSED BY OIL AND GAS LEASE BETWEEN NORBERT J. SAMFORD and MARY J. SAMFORD AND AMOCO PRODUCTION COMPANY RECORDED DECEMBER 19, 1975 IN BOOK 2036 AT PAGE 182, AND ANY AND ALL ASSIGNMENT THERETO AND INTERESTS THEREIN. NOTE: CORRETTED DECLARATION OF UNITIZATION RECORDED AUGUST 17, 1976 IN BOOK 2083 AT PAGE 713, AS AMENDED BY INSTRUMENTS RECORDED OCTOBER 3, 1985 IN BOOK 3056 AT PAGE 831 AND JANUARY 3, 1996 IN BOOK 4656 AT PAGE 112. NOTE: AFFIDAVIT OF LEASE EXTENSION RECORDED MAY 10, 1977 IN BOOK 2141 AT PAGE 842.
9. TERMS, CONDITIONS, STIPULATIONS AND OBLIGATIONS AS CONTAINED IN AND BURDENS IMPOSED BY DEED RECORDED APRIL 14, 1983 IN BOOK 2736 AT PAGE 310.
10. TERMS, CONDITIONS, STIPULATIONS AND OBLIGATIONS AS CONTAINED IN AND BURDENS IMPOSED BY NOTICE OF GENERAL DESCRIPTION OF AREA SERVED BY PANHANDLE EASTERN PIPE LINE COMPANY RECORDED JUN 25, 1986 IN BOOK 3162 AT PAGE 961.
11. TERMS, CONDITIONS, STIPULATIONS AND OBLIGATIONS AS CONTAINED IN AND BURDENS IMPOSED BY ZONING HEARING DECISION – CASE #PLT2000-00065 RECORDED DECEMBER 22, 2000 AT RECEPTION NO. C0744225, AND RESOLUTION RECORDED DECEMBER 22, 2000 AT RECEPTION NO. C0744226.
12. TERMS, CONDITIONS, STIPULATIONS AND OBLIGATIONS AS CONTAINED IN AND BURDENS IMPOSED BY ZONING HEARING DECISION – CASE #3EXG2001-00006 RECORDED AUGUST 20, 2001 AT RECEPTION NO. C0844219.
13. TERMS, CONDITIONS, STIPULATIONS AND OBLIGATIONS AS CONTAINED IN AND BURDENS IMPOSED BY OPTION AGREEMENT RECORDED JANUARY 22, 2002 AT RECEPTION NO. C0916204.



14. EASEMENT DEED AND AGREEMENT BETWEEN AGGREGATE INDUSTRIES-WCR, INC TO TODD CREEK VILLAGE METROPOLITAN DISTRICT BY INSTRUMENT RECORDED NOVEMBER 7, 2016 AT RECEPTION NO. 2016000095874.
15. TERMS, CONDITIONS, STIPULATIONS AND OBLIGATIONS AS CONTAINED IN AND BURDENS IMPOSED BY MINERAL DEED RECORDED NOVEMBER 2, 2017 AT RECEPTION NO. 2017000096930
16. TERMS, CONDITIONS, STIPULATIONS AND OBLIGATIONS AS CONTAINED IN AND BURDENS IMPOSED BY QUIT CLAIM DEED RECORDED DECEMBER 27, 2010 AT RECEPTION NO. 2010000089672.
17. ANY AND ALL UNPAID TAXES AND ASSESSMENTS.

**EMPIRE TITLE NORTH, LLC****Disclosures**

All documents received for recording or filing in the Clerk and Recorder's office shall contain a top margin of at least one inch and a left, right and bottom margin of at least one half of an inch. The Clerk and Recorder will refuse to record or file any document that does not conform to the requirements of this section. Pursuant to C.R.S. 30-10-406(3)(a).

The company will not issue its policy or policies of title insurance contemplated by this commitment until it has been provided a Certificate of Taxes due or other equivalent documentation from the County Treasurer or the County Treasurer's authorized agent; or until the Proposed Insured has notified or instructed the company in writing to the contrary. Pursuant to C.R.S. 10-11-122.

No person or entity that provides closing and settlement services for a real estate transaction shall disburse funds as a part of such services until those funds have been received and are available for immediate withdrawals as a matter of right. Pursuant to C.R.S. 38-35-125(2).

The Company hereby notifies the proposed buyer in the current transaction that there may be recorded evidence that the mineral estate, or portion thereof, has been severed, leased, or otherwise conveyed from the surface estate. If so, there is a substantial likelihood that a third party holds some or all interest in the oil, gas, other minerals, or geothermal energy in the subject property. Such mineral estate may include the right to enter and use the property without the surface owner's permission. Pursuant to C.R.S. 10-11-123.

If this transaction includes a sale of property and the sales price exceeds \$100,000.00, the seller must comply with the disclosure/withholding requirements of said section. (Nonresident withholding) Pursuant to C.R.S. 39-22-604.5.

Notice is hereby given that: The subject property may be located in a special taxing district. A Certificate of Taxes due listing each taxing jurisdiction shall be obtained from the County Treasurer or the County Treasurer's authorized agent. Information regarding special districts and the boundaries of such districts may be obtained from the Board of County Commissioners, the County Clerk and Recorder, or the County Assessor. Pursuant to C.R.S. 10-11-122.

Notice is hereby given that: **Pursuant to Colorado Division of Insurance Regulation 8-1-2;**

"Gap Protection" -When this Company conducts the closing and is responsible for recording or filing the legal documents resulting from the transaction, the Company shall be responsible for all matters which appear on the record prior to such time or recording or filing; and

"Mechanic's Lien Protection" - If you are the buyer of a single family residence, you may request mechanic's lien coverage to be issued on your policy of Insurance. If the property being purchased has not been the subject of construction, improvements or repairs in the last six months prior to the date of this commitment, the requirements will be payment of the appropriate premium and the completion of an Affidavit and Indemnity by the seller. If the property being purchased was constructed, improved or repaired within six months prior to the date of this commitment the requirements may involve disclosure of certain financial information, payment of premiums, and indemnity, among others. The general requirements stated above are subject to revision and approval by the Company. Pursuant to C.R.S. 10-11-122.

**Notice is hereby given that an ALTA Closing Protection Letter is available, upon request, to certain parties to the transaction as noted in the title commitment. Pursuant to Colorado Division of Insurance Regulation 8-1-3.**

**Nothing herein contained will be deemed to obligate the Company to provide any of the coverages referred to herein unless the above conditions are fully satisfied**



## **Notice of Privacy Policy**

of

## **Westcor Land Title Insurance Company**

Westcor Land Title Insurance Company ("WLTIC") values its customers and is committed to protecting the privacy of personal information. In keeping with that philosophy, we have developed a Privacy Policy, set out below, that will ensure the continued protection of your nonpublic personal information and inform you about the measures WLTIC takes to safeguard that information.

### **Who is Covered**

We provide our Privacy Policy to each customer when they purchase an WLTIC title insurance policy. Generally, this means that the Privacy Policy is provided to the customer at the closing of the real estate transaction.

### **Information Collected**

In the normal course of business and to provide the necessary services to our customers, we may obtain nonpublic personal information directly from the customer, from customer-related transactions, or from third parties such as our title insurance agents, lenders, appraisers, surveyors or other similar entities.

### **Access to Information**

Access to all nonpublic personal information is limited to those employees who have a need to know in order to perform their jobs. These employees include, but are not limited to, those in departments such as legal, underwriting, claims administration and accounting.

### **Information Sharing**

Generally, WLTIC does not share nonpublic personal information that it collects with anyone other than its policy issuing agents as needed to complete the real estate settlement services and issue its title insurance policy as requested by the consumer. WLTIC may share nonpublic personal information as permitted by law with entities with whom WLTIC has a joint marketing agreement. Entities with whom WLTIC has a joint marketing agreement have agreed to protect the privacy of our customer's nonpublic personal information by utilizing similar precautions and security measures as WLTIC uses to protect this information and to use the information for lawful purposes. WLTIC, however, may share information as required by law in response to a subpoena, to a government regulatory agency or to prevent fraud.

### **Information Security**

WLTIC, at all times, strives to maintain the confidentiality and integrity of the personal information in its possession and has instituted measures to guard against its unauthorized access. We maintain physical, electronic and procedural safeguards in compliance with federal standards to protect that information.

*The WLTIC Privacy Policy can also be found on WLTIC's website at [www.wltic.com](http://www.wltic.com).*

INFORMATION ONLY  
**Empire Title North, LLC**  
12000 Pecos Street, Suite 275  
Westminster, CO 80234  
Tel: (303) 280-1669 • Fax: (303) 280-0801

Date: **November 12, 2018**  
File Number: **201735**  
Property Address: **16315 Tucson St, Brighton, CO 80602**  
Owner: **City of Aurora**

Please deliver to the Following Customers:

To:		Attn:	
To:	Aggregate Industries - WCR Inc 1687 Cole Blvd Ste 300 Golden, CO 80401	Attn:	Connie Davis
To:	<b>Empire Title North, LLC</b> <b>12000 Pecos Street, Suite 275</b> <b>Westminster, CO 80234</b>	Attn:	<b>Lisa Anders</b>

Enclosed please find the following item(s) concerning the above captioned order. Should you have any questions regarding the attached documentation, please contact us at **(303) 280-1669**. We appreciate your business very much and look forward to serving you in this transaction.

Your Escrow Officer for this transaction is **Lisa Anders**  
Phone Number: **(303) 280-1669** Fax Number: **(303) 280-0801**

<input type="checkbox"/> Commitment	<input type="checkbox"/> Endorsement	<input type="checkbox"/> Revised Commitment
<input type="checkbox"/> Tax Certificate	<input type="checkbox"/> Covenants, Conditions, Restrictions	<input type="checkbox"/> Schedule B-2 Documents
<input type="checkbox"/> Schedule B-1 Documents	<input type="checkbox"/> Ownership Encumbrance Report	<input type="checkbox"/> Title Guarantee

# COMMITMENT FOR TITLE INSURANCE

## SCHEDULE A

Commitment Number: **201735**  
AMENDMENT NUMBER:  
PROPERTY ADDRESS:  
**16315 Tucson St, Brighton, CO 80602**  
SCHEDULE #: **0157101000028**

1. Effective date: **October 29, 2018 at 8:00 AM**

2. Policy or policies to be issued:	Amount	Premium
-------------------------------------	--------	---------

A. ALTA Owner's Policy - Proposed Insured:	\$	\$
--	----	----

B. ALTA Loan Policy - Proposed Insured	\$	\$
--	----	----

C. None - Proposed Insured:	\$	\$
-----------------------------	----	----

Endorsement	\$
Endorsement	\$
<b>WORK CHARGE</b>	<b>\$400.00</b>
	\$
	\$
	\$
<b>TOTAL</b>	<b>\$400.00</b>

3. The estate or interest in the land described or referred to in this commitment and covered herein is **FEE SIMPLE** and title thereto is at the effective date hereof vested in:

**City of Aurora, a Colorado municipal corporation of the Counties of Adams, Arapahoe and Douglas acting by and through its Utility Enterprise**

2017000042398

4. The land referred to in this commitment is described as follows:

THAT PARCEL OF LAND AS DESCRIBED IN SPECIAL WARRANTY DEED RECORDED MAY 16, 2017 AT RECEPTION NO. 2017000042398.

## **SCHEDULE B-1**

### **Requirements**

The following are to be complied with:

Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured.

Proper instrument(s) creating the estate or interest to be insured must be executed and duly filed for record, to-wit:

A. NONE – INFORMATIONAL ONLY

THE LIABILITY OF THIS REPORT IS LIMITED TO THE AMOUNT PAID FOR IT.

## SCHEDULE B-2

### Exceptions

The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company:

1. Rights or claims of parties in possession not shown by the public records.
2. Easements or claims of easements, not shown by the public records.
3. Discrepancies, conflicts in boundary lines, shortages in area, encroachments, and any facts which a correct survey and inspection of the premises would disclose and which are not shown by the public records.
4. Any lien or right to a lien for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Defects, liens, encumbrances, adverse claims, or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.
6. Unpatented mining claims: reservations or exceptions in Patents or in Acts authorizing the issuance thereof, water rights, claims or title to water;  
NOTE: Item no. 6 of the above will not appear on the Lender's Policy (if any) to be issued hereunder.
7. Taxes and assessments which are a lien or are now due and payable; any tax, special assessment, charge or lien imposed for or by any special taxing district or for water or sewer service; any unredeemed tax sales.
8. TERMS, CONDITIONS, STIPULATIONS AND OBLIGATIONS AS CONTAINED IN AND BURDENS IMPOSED BY DEED RECORDED DECEMBER 9, 1960 IN BOOK 882 AT PAGE 319.
9. TERMS, CONDITIONS, STIPULATIONS AND OBLIGATIONS AS CONTAINED IN AND BURDENS IMPOSED BY PETITION FOR CLASS D IRRIGATION WATER ALLOTMENT CONTRACT RECORDED JULY 6, 2004 AT RECEPTION NO. 20040706000577390 AND RECORDED DECEMBER 4, 2006 AT RECEPTION NO. 2006001006372.
10. TERMS, CONDITIONS, STIPULATIONS AND OBLIGATIONS AS CONTAINED IN AND BURDENS IMPOSED BY WIRELESS COMMUNICATIONS FACILITIES MASTER LICENSE AGREEMENT BETWEEN CITY OF AURORA AND MOBILITIE, LLC RECORDED JULY 25, 2017 AT RECEPTION NO. 2017000063983.
11. TERMS, CONDITIONS, STIPULATIONS AND OBLIGATIONS AS CONTAINED IN AND BURDENS IMPOSED BY WIRELESS COMMUNICATIONS FACILITIES MASTER LICENSE AGREEMENT BETWEEN CITY OF AURORA AND NEW CINGULAR WIRELESS PCS, LLC RECORDED SEPTEMBER 18, 2017 AT RECEPTION NO. 2017000081469.
12. TERMS, CONDITIONS, STIPULATIONS AND OBLIGATIONS AS CONTAINED IN AND BURDENS IMPOSED BY LICENSE AGREEMENT (PRAIRIE WATER EASEMENT) RECORDED JULY 3, 2017 AT RECEPTION NO. 2017000057130
13. ANY AND ALL UNPAID TAXES AND ASSESSMENTS.

**EMPIRE TITLE NORTH, LLC****Disclosures**

All documents received for recording or filing in the Clerk and Recorder's office shall contain a top margin of at least one inch and a left, right and bottom margin of at least one half of an inch. The Clerk and Recorder will refuse to record or file any document that does not conform to the requirements of this section. Pursuant to C.R.S. 30-10-406(3)(a).

The company will not issue its policy or policies of title insurance contemplated by this commitment until it has been provided a Certificate of Taxes due or other equivalent documentation from the County Treasurer or the County Treasurer's authorized agent; or until the Proposed Insured has notified or instructed the company in writing to the contrary. Pursuant to C.R.S. 10-11-122.

No person or entity that provides closing and settlement services for a real estate transaction shall disburse funds as a part of such services until those funds have been received and are available for immediate withdrawals as a matter of right. Pursuant to C.R.S. 38-35-125(2).

The Company hereby notifies the proposed buyer in the current transaction that there may be recorded evidence that the mineral estate, or portion thereof, has been severed, leased, or otherwise conveyed from the surface estate. If so, there is a substantial likelihood that a third party holds some or all interest in the oil, gas, other minerals, or geothermal energy in the subject property. Such mineral estate may include the right to enter and use the property without the surface owner's permission. Pursuant to C.R.S. 10-11-123.

If this transaction includes a sale of property and the sales price exceeds \$100,000.00, the seller must comply with the disclosure/withholding requirements of said section. (Nonresident withholding) Pursuant to C.R.S. 39-22-604.5.

Notice is hereby given that: The subject property may be located in a special taxing district. A Certificate of Taxes due listing each taxing jurisdiction shall be obtained from the County Treasurer or the County Treasurer's authorized agent. Information regarding special districts and the boundaries of such districts may be obtained from the Board of County Commissioners, the County Clerk and Recorder, or the County Assessor. Pursuant to C.R.S. 10-11-122.

Notice is hereby given that: **Pursuant to Colorado Division of Insurance Regulation 8-1-2;**

"Gap Protection" -When this Company conducts the closing and is responsible for recording or filing the legal documents resulting from the transaction, the Company shall be responsible for all matters which appear on the record prior to such time or recording or filing; and

"Mechanic's Lien Protection" - If you are the buyer of a single family residence, you may request mechanic's lien coverage to be issued on your policy of Insurance. If the property being purchased has not been the subject of construction, improvements or repairs in the last six months prior to the date of this commitment, the requirements will be payment of the appropriate premium and the completion of an Affidavit and Indemnity by the seller. If the property being purchased was constructed, improved or repaired within six months prior to the date of this commitment the requirements may involve disclosure of certain financial information, payment of premiums, and indemnity, among others. The general requirements stated above are subject to revision and approval by the Company. Pursuant to C.R.S. 10-11-122.

**Notice is hereby given that an ALTA Closing Protection Letter is available, upon request, to certain parties to the transaction as noted in the title commitment. Pursuant to Colorado Division of Insurance Regulation 8-1-3.**

**Nothing herein contained will be deemed to obligate the Company to provide any of the coverages referred to herein unless the above conditions are fully satisfied**





## **Notice of Privacy Policy**

of

## **Westcor Land Title Insurance Company**

Westcor Land Title Insurance Company ("WLTIC") values its customers and is committed to protecting the privacy of personal information. In keeping with that philosophy, we have developed a Privacy Policy, set out below, that will ensure the continued protection of your nonpublic personal information and inform you about the measures WLTIC takes to safeguard that information.

### **Who is Covered**

We provide our Privacy Policy to each customer when they purchase an WLTIC title insurance policy. Generally, this means that the Privacy Policy is provided to the customer at the closing of the real estate transaction.

### **Information Collected**

In the normal course of business and to provide the necessary services to our customers, we may obtain nonpublic personal information directly from the customer, from customer-related transactions, or from third parties such as our title insurance agents, lenders, appraisers, surveyors or other similar entities.

### **Access to Information**

Access to all nonpublic personal information is limited to those employees who have a need to know in order to perform their jobs. These employees include, but are not limited to, those in departments such as legal, underwriting, claims administration and accounting.

### **Information Sharing**

Generally, WLTIC does not share nonpublic personal information that it collects with anyone other than its policy issuing agents as needed to complete the real estate settlement services and issue its title insurance policy as requested by the consumer. WLTIC may share nonpublic personal information as permitted by law with entities with whom WLTIC has a joint marketing agreement. Entities with whom WLTIC has a joint marketing agreement have agreed to protect the privacy of our customer's nonpublic personal information by utilizing similar precautions and security measures as WLTIC uses to protect this information and to use the information for lawful purposes. WLTIC, however, may share information as required by law in response to a subpoena, to a government regulatory agency or to prevent fraud.

### **Information Security**

WLTIC, at all times, strives to maintain the confidentiality and integrity of the personal information in its possession and has instituted measures to guard against its unauthorized access. We maintain physical, electronic and procedural safeguards in compliance with federal standards to protect that information.

*The WLTIC Privacy Policy can also be found on WLTIC's website at [www.wltic.com](http://www.wltic.com).*

INFORMATION ONLY  
**Empire Title North, LLC**  
12000 Pecos Street, Suite 275  
Westminster, CO 80234  
Tel: (303) 280-1669 • Fax: (303) 280-0801

Date: **November 12, 2018**  
File Number: **201736**  
Property Address: **Vacant Land, Brighton, CO 80602**  
Owner: **City of Aurora**

Please deliver to the Following Customers:

To:		Attn:	
To:	Aggregate Industries - WCR Inc 1687 Cole Blvd Ste 300 Golden, CO 80401	Attn:	Connie Davis
To:	<b>Empire Title North, LLC</b> <b>12000 Pecos Street, Suite 275</b> <b>Westminster, CO 80234</b>	Attn:	<b>Lisa Anders</b>

Enclosed please find the following item(s) concerning the above captioned order. Should you have any questions regarding the attached documentation, please contact us at **(303) 280-1669**. We appreciate your business very much and look forward to serving you in this transaction.

Your Escrow Officer for this transaction is **Lisa Anders**  
Phone Number: **(303) 280-1669** Fax Number: **(303) 280-0801**

<input type="checkbox"/> Commitment	<input type="checkbox"/> Endorsement	<input type="checkbox"/> Revised Commitment
<input type="checkbox"/> Tax Certificate	<input type="checkbox"/> Covenants, Conditions, Restrictions	<input type="checkbox"/> Schedule B-2 Documents
<input type="checkbox"/> Schedule B-1 Documents	<input type="checkbox"/> Ownership Encumbrance Report	<input type="checkbox"/> Title Guarantee

# COMMITMENT FOR TITLE INSURANCE

## SCHEDULE A

Commitment Number: **201736**  
AMENDMENT NUMBER:  
PROPERTY ADDRESS:  
**Vacant Land, Brighton, CO 80602**  
SCHEDULE #: **0157101000017**

1. Effective date: **October 29, 2018 at 8:00 AM**

2. Policy or policies to be issued:	Amount	Premium
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A. ALTA Owner's Policy - Proposed Insured:	\$	\$
--	----	----

B. ALTA Loan Policy - Proposed Insured	\$	\$
--	----	----

C. None - Proposed Insured:	\$	\$
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Endorsement	\$
Endorsement	\$
<b>WORK CHARGE</b>	<b>\$400.00</b>
	\$
	\$
	\$
<b>TOTAL</b>	<b>\$400.00</b>

3. The estate or interest in the land described or referred to in this commitment and covered herein is **FEE SIMPLE** and title thereto is at the effective date hereof vested in:

**City of Aurora, a Colorado municipal corporation of the Counties of Adams, Arapahoe and Douglas acting by and through its Utility Enterprise**

2017000062415

4. The land referred to in this commitment is described as follows:

THAT PARCEL OF LAND AS DESCRIBED IN SPECIAL WARRANTY DEED RECORDED JULY 20, 2017 AT RECEPTION NO. 2017000062415.

## **SCHEDULE B-1**

### **Requirements**

The following are to be complied with:

Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured.

Proper instrument(s) creating the estate or interest to be insured must be executed and duly filed for record, to-wit:

A. NONE – INFORMATIONAL ONLY

THE LIABILITY OF THIS REPORT IS LIMITED TO THE AMOUNT PAID FOR IT.

## **SCHEDULE B-2**

### **Exceptions**

The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company:

1. Rights or claims of parties in possession not shown by the public records.
2. Easements or claims of easements, not shown by the public records.
3. Discrepancies, conflicts in boundary lines, shortages in area, encroachments, and any facts which a correct survey and inspection of the premises would disclose and which are not shown by the public records.
4. Any lien or right to a lien for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Defects, liens, encumbrances, adverse claims, or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.
6. Unpatented mining claims: reservations or exceptions in Patents or in Acts authorizing the issuance thereof, water rights, claims or title to water;  
NOTE: Item no. 6 of the above will not appear on the Lender's Policy (if any) to be issued hereunder.
7. Taxes and assessments which are a lien or are now due and payable; any tax, special assessment, charge or lien imposed for or by any special taxing district or for water or sewer service; any unredeemed tax sales.
8. TERMS, CONDITIONS, STIPULATIONS AND OBLIGATIONS AS CONTAINED IN AND BURDENS IMPOSED BY DEED RECORDED MARCH 11, 1965 IN BOOK 1214 AT PAGE 326.
9. OIL AND GAS LEASE BETWEEN THOMAS Z. MARS and ELSIE J. MARS AND AMOCO PRODUCTION COMPANY RECORDED FEBRUARY 27, 1975 IN BOOK 1979 AT PAGE 736, AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTERESTS THEREIN.
10. TERMS, CONDITIONS, STIPULATIONS AND OBLIGATIONS AS CONTAINED IN AND BURDENS IMPOSED BY WIRELESS COMMUNICATIONS FACILITES MASTER LICENSE AGREEMENT RECORDED JULY 25, 2017 AT RECEPTION NO. 2017000063983.
11. TERMS, CONDITIONS, STIPULATIONS AND OBLIGATIONS AS CONTAINED IN AND BURDENS IMPOSED BY WIRELESS COMMUNICATIONS FACILITES MASTER LICENSE AGREEMENT RECORDED SEPTEMBER 18, 2017 AT RECEPTION NO. 2017000081469.
12. ANY AND ALL UNPAID TAXES AND ASSESSMENTS.

**EMPIRE TITLE NORTH, LLC****Disclosures**

All documents received for recording or filing in the Clerk and Recorder's office shall contain a top margin of at least one inch and a left, right and bottom margin of at least one half of an inch. The Clerk and Recorder will refuse to record or file any document that does not conform to the requirements of this section. Pursuant to C.R.S. 30-10-406(3)(a).

The company will not issue its policy or policies of title insurance contemplated by this commitment until it has been provided a Certificate of Taxes due or other equivalent documentation from the County Treasurer or the County Treasurer's authorized agent; or until the Proposed Insured has notified or instructed the company in writing to the contrary. Pursuant to C.R.S. 10-11-122.

No person or entity that provides closing and settlement services for a real estate transaction shall disburse funds as a part of such services until those funds have been received and are available for immediate withdrawals as a matter of right. Pursuant to C.R.S. 38-35-125(2).

The Company hereby notifies the proposed buyer in the current transaction that there may be recorded evidence that the mineral estate, or portion thereof, has been severed, leased, or otherwise conveyed from the surface estate. If so, there is a substantial likelihood that a third party holds some or all interest in the oil, gas, other minerals, or geothermal energy in the subject property. Such mineral estate may include the right to enter and use the property without the surface owner's permission. Pursuant to C.R.S. 10-11-123.

If this transaction includes a sale of property and the sales price exceeds \$100,000.00, the seller must comply with the disclosure/withholding requirements of said section. (Nonresident withholding) Pursuant to C.R.S. 39-22-604.5.

Notice is hereby given that: The subject property may be located in a special taxing district. A Certificate of Taxes due listing each taxing jurisdiction shall be obtained from the County Treasurer or the County Treasurer's authorized agent. Information regarding special districts and the boundaries of such districts may be obtained from the Board of County Commissioners, the County Clerk and Recorder, or the County Assessor. Pursuant to C.R.S. 10-11-122.

Notice is hereby given that: **Pursuant to Colorado Division of Insurance Regulation 8-1-2;**

"Gap Protection" -When this Company conducts the closing and is responsible for recording or filing the legal documents resulting from the transaction, the Company shall be responsible for all matters which appear on the record prior to such time or recording or filing; and

"Mechanic's Lien Protection" - If you are the buyer of a single family residence, you may request mechanic's lien coverage to be issued on your policy of Insurance. If the property being purchased has not been the subject of construction, improvements or repairs in the last six months prior to the date of this commitment, the requirements will be payment of the appropriate premium and the completion of an Affidavit and Indemnity by the seller. If the property being purchased was constructed, improved or repaired within six months prior to the date of this commitment the requirements may involve disclosure of certain financial information, payment of premiums, and indemnity, among others. The general requirements stated above are subject to revision and approval by the Company. Pursuant to C.R.S. 10-11-122.

**Notice is hereby given that an ALTA Closing Protection Letter is available, upon request, to certain parties to the transaction as noted in the title commitment. Pursuant to Colorado Division of Insurance Regulation 8-1-3.**

**Nothing herein contained will be deemed to obligate the Company to provide any of the coverages referred to herein unless the above conditions are fully satisfied**



## **Notice of Privacy Policy**

of

## **Westcor Land Title Insurance Company**

Westcor Land Title Insurance Company ("WLTIC") values its customers and is committed to protecting the privacy of personal information. In keeping with that philosophy, we have developed a Privacy Policy, set out below, that will ensure the continued protection of your nonpublic personal information and inform you about the measures WLTIC takes to safeguard that information.

### **Who is Covered**

We provide our Privacy Policy to each customer when they purchase an WLTIC title insurance policy. Generally, this means that the Privacy Policy is provided to the customer at the closing of the real estate transaction.

### **Information Collected**

In the normal course of business and to provide the necessary services to our customers, we may obtain nonpublic personal information directly from the customer, from customer-related transactions, or from third parties such as our title insurance agents, lenders, appraisers, surveyors or other similar entities.

### **Access to Information**

Access to all nonpublic personal information is limited to those employees who have a need to know in order to perform their jobs. These employees include, but are not limited to, those in departments such as legal, underwriting, claims administration and accounting.

### **Information Sharing**

Generally, WLTIC does not share nonpublic personal information that it collects with anyone other than its policy issuing agents as needed to complete the real estate settlement services and issue its title insurance policy as requested by the consumer. WLTIC may share nonpublic personal information as permitted by law with entities with whom WLTIC has a joint marketing agreement. Entities with whom WLTIC has a joint marketing agreement have agreed to protect the privacy of our customer's nonpublic personal information by utilizing similar precautions and security measures as WLTIC uses to protect this information and to use the information for lawful purposes. WLTIC, however, may share information as required by law in response to a subpoena, to a government regulatory agency or to prevent fraud.

### **Information Security**

WLTIC, at all times, strives to maintain the confidentiality and integrity of the personal information in its possession and has instituted measures to guard against its unauthorized access. We maintain physical, electronic and procedural safeguards in compliance with federal standards to protect that information.

*The WLTIC Privacy Policy can also be found on WLTIC's website at [www.wltic.com](http://www.wltic.com).*