

If recorded return document to:
U.S. Bureau of Reclamation
Attn: Skyler Podeseck
470 Roger Ave
Heyburn, ID 83336

11-07-14-LA705

**UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION**
Palisades Project,
Lincoln County, Wyoming and Bonneville County, Idaho

AMENDED LAND USE PERMIT

THIS LAND USE PERMIT (Permit), made the 4th day of August, 2023, pursuant to the Act of Congress approved June 17, 1902 (32 Stat. 388; 43 U.S.C. § 391), and all acts amendatory thereof or supplementary thereto, collectively referred to as the Federal Reclamation Laws, specifically Section 10 of the Act of August 4, 1939 (53 Stat. 1187), is between the **UNITED STATES OF AMERICA**, hereinafter referred to as the **United States**, acting by and through the United States Department of the Interior, Bureau of Reclamation, hereinafter referred to as **Reclamation**, represented by the authorized official executing this Permit, and **SUNROC CORPORATION**., a Utah corporation, hereinafter referred to as **SUNROC**.

This permit supersedes the October 10, 2018, Permit.

WITNESSETH, THAT;

WHEREAS, the United States, through Reclamation, has withdrawn or acquired certain lands for the Palisades Project, hereinafter referred to as Project;

WHEREAS, SUNROC has made application to Reclamation to renew an existing authorization for access and removal of sand and gravel from certain Federal lands, along with appurtenant structures and works to include authorization for drainage of the excavated areas and the use of certain Federal lands for stockpiling the removed material; and

WHEREAS, the proposed use has been reviewed and determined to be compatible with Project purposes, operations, safety and security.

NOW, THEREFORE, the parties mutually agree to comply with and be bound by the following terms and conditions during all construction, operation, maintenance, use and termination activities, as follows:

1. *Permit:* Reclamation grants, subject to the following terms and conditions and the regulations promulgated under 43 CFR Part 429, SUNROC authorization for access, removal of sand and gravel, and stockpiling of the removed material, along with appurtenant structures and works, to, from, and upon those certain Federal lands.
2. *Description of Area of Use:* The following is a description of the areas of use located within the Project, to wit:

6th Principal Meridian, Lincoln County, Wyoming,
Township 37 North, Range 118 West,
Section 30: A portion of Lots 9, 10, and the E½SW¼;
Section 31: A portion of Lot 1.

Boise Meridian, Bonneville County, Idaho,
Township 3 South, Range 46 East,
Section 15: A portion of Lots 3 and 4.

The areas of use are more particularly depicted on Exhibit A, attached hereto and made a part hereof. The areas of use encompass 81.5 acres, more or less, with about 76.5 acres being available for sand and gravel extraction (this includes the 2.5 acres for extraction and water release) and 5 acres for stockpiling.

3. *Term:* The term of this Permit shall be for a period from September 1, 2023 to August 31, 2028, inclusive, unless sooner terminated as hereinafter provided.

4. *Fees and Costs:*

A. In accordance with 43 CFR 429.18, SUNROC has paid to Reclamation the associated application fee and administrative costs; and 43 CFR 429.22, Reclamation reserves the right to recover additional and related administrative costs incurred for such activities as monitoring over time, to ensure compliance with this Permit's terms and conditions.

B. For and in consideration of the rights granted, SUNROC agrees to pay Reclamation, a fee for the authorized use which will be reviewed and adjusted periodically (but no more frequently than annually); however, in no event shall the interval between reviews exceed five (5) years. Redetermination of the fee, if any, by Reclamation will be based on a valuation, taking into consideration the current land and material values, exclusive of improvements constructed by SUNROC.

(a) Based on an Administrative Determination of Use Fees with a Waiver Valuation, the rate of \$2.30 per cubic yard of material removed from the areas of use has been determined. On an annual basis, SUNROC shall submit a record of all material removed from the areas of use along with a payment of \$2.30 per cubic yard to the Upper Snake Field Office, 470 Roger Ave, Heyburn, Idaho 83336. Payment will be based on a time frame of June 1st to June 1st of each year, payable within 30 days, or as directed by Reclamation.

(b) Based on an Administrative Determination of Use Fees with a Waiver Valuation, the annual rental rate has been determined to be \$264.23 for the material stockpiling site.

(c) SUNROC has the option of paying \$264.23 annually or a lump sum payment of the present value for the term of the Permit of \$1,234.00.

Annual: \$264.23 annual use fee x 5 years = \$1,321.15

Lump Sum: if n=5, I=3.52, PMT=[-]264.23, the PV=\$1,234.31, or \$1,234.00

(d) SUNROC has paid to Reclamation, a use fee in the amount of \$1,234.00 for the term of the Permit.

5. *Standard Conditions:*

A. The United States reserves the right to grant compatible use authorizations affecting the areas of use.

B. The United States, its officers, agents, and employees shall at all times to have unrestricted access and ingress to, passage over, and egress from the areas of use, to make investigations of all kinds, dig test pits and drill test holes, and to survey for and construct Reclamation and irrigation works and other structures incident to Federal Reclamation Projects, or for any purpose whatsoever.

C. The United States, its successors and assigns, shall at all times have the prior right to use any of the areas of use wherein described to construct, operate, and maintain all structures and facilities, including, but not limited to canals, wasteways, laterals, ditches, roadways, electrical transmission lines, communication structures generally, substations, switchyards, powerplants, fish screens, fish ladders and other appurtenant irrigation and power structures and facilities, without any payment made by the United States, or their successors for such rights.

D. SUNROC is responsible for determining and not impacting all other rights which have lawfully been attached to the areas of use before the date of this Permit.

E. Except in an emergency, SUNROC shall notify Reclamation on an annual basis at least seven (7) days and no more than thirty (30) days prior to beginning of any construction or surface disturbing maintenance work.

F. The operations of SUNROC shall be conducted by SUNROC without cost to the United States, or to their assigns, and in such a manner as to cause no interference or stoppage of the flow of water in canals, laterals, wasteways, ditches, or other irrigation facilities, or interference with the normal operation of works of the United States. All activities within the areas of use shall be undertaken only at times, according to plans, and in a manner satisfactory to Reclamation.

G. If the construction or maintenance of any or all project facilities across, over, or upon said Federal realty interests should be made more expensive by reason of the existence of improvements or works of SUNROC thereon, such additional expense is to be estimated by Reclamation whose estimate is to be final and binding upon the parties hereto. Within thirty days after demand is made upon SUNROC for payment of any such sums, SUNROC shall make payment thereof to the United States, or to any of their successors or assigns constructing such structures and facilities across, over and upon said Federal interests. As an alternative to payment, SUNROC, at its sole cost and expense and within time limits established by Reclamation, may remove or adapt facilities constructed and operated by it on said Federal interest to accommodate the aforementioned structure and facilities within the time limits specified.

H. SUNROC shall be liable for any and all damages to the property or interests of the United States by reason of the exercise of the rights and privileges authorized to by this Permit. Any damage to Federal realty interests or project facilities resulting from SUNROC's exercise of the privileges allowed by this Permit shall be corrected promptly at SUNROC's expense, and in a manner satisfactory to Reclamation.

I. SUNROC shall comply with County, State, and Federal health, sanitation, and pollution standards and/or regulations. SUNROC shall maintain the areas of use in a sanitary condition at all times. Waste materials shall be disposed of promptly at an appropriate waste disposal site. "Waste" means all discarded matter including human waste, trash, garbage, refuse, oil drums, petroleum products, ashes and equipment.

J. SUNROC shall conduct the operation of their authorized use in a good and workmanlike manner, as determined by Reclamation, in compliance with all Federal, State, and local

requirements.

K. SUNROC shall keep the areas of use free from all safety and health hazards, and problems not inherent to the authorized use.

L. SUNROC shall protect all survey monuments found within the permit areas. Survey monuments include, but are not limited to, General Land Office and Bureau of Land Management Cadastral Survey Corners, reference corners, witness points, geodetic benchmarks, triangulation stations, military control monuments, Reclamation markers and any other survey monuments. In the event of obliteration or disturbance of any of the above, SUNROC shall immediately report the incident, in writing, to Reclamation and the respective installing authority if known. Where General Land Office or Bureau of Land Management monuments or references are obliterated during operations, SUNROC shall coordinate with the Bureau of Land Management to restore the disturbed monument or reference. SUNROC shall provide Reclamation with a copy of any resultant survey. SUNROC shall be responsible for all associated costs.

M. Hunting and fishing by the public shall not be restricted by SUNROC, except in the areas of active extraction.

6. *Specific Conditions:*

A. SUNROC shall not make any changes in roads leading to or near the areas of use or be allowed to construct new roads on Federal land, without prior written authorization from Reclamation.

B. SUNROC shall take every precaution to prevent fires caused by its activities, within the areas of use. This includes, but is not limited to, ensuring proper spark arresters have been installed on SUNROC's equipment. Further, SUNROC shall be responsible for the cost of suppressing all fires caused by their agents or assigns. SUNROC shall take every precaution to prevent fires caused by its activities, within the areas of use. This includes, but is not limited to, ensuring proper spark arresters have been installed on SUNROC's equipment. Further, SUNROC shall be responsible for the cost of suppressing all fires caused by their agents or assigns.

C. SUNROC shall be responsible for weed control, including noxious weeds and non-native invasive plants that result from construction, use, or maintenance authorized in the areas of use. SUNROC shall coordinate with Reclamation and/or local authorities for acceptable weed control measures (within limits imposed in the use authorization) prior to implementing weed treatments. If herbicides are to be used for weed control, the applicator(s) shall hold a current State of Idaho/Wyoming applicator's license or be under the direct supervision of a licensed applicator.

D. SUNROC shall conduct all activities associated with the operation, maintenance, and termination of the land use authorization in a manner that will minimize disturbance to vegetation, drainage channels and stream banks. SUNROC shall take resource conservation and protection measures as Reclamation deems reasonably necessary. Any disturbed areas shall be restored by SUNROC to a condition at least as good as before the disturbances were made, all to Reclamation's specifications when construction is completed or after any ground disturbing maintenance. If backfill is placed by SUNROC it shall be compacted to Reclamation's specifications.

- E. This Permit is subject to the right of the United States and its designated agents and contractors, upon prior consultation with SUNROC to enter upon, extract, and remove sand and gravel from the areas of use.
- F. SUNROC shall keep a record of all materials removed from the areas of use and provide an annual report to Reclamation by July 1st.
- G. Access to areas below the high-water line and extraction of materials shall only take place when the Palisades Reservoir level is low enough to expose the extraction site, and only as long as the water level is below the extraction site. There shall be no access road to the reservoir bottom (below the high-water line) located in Lot 4 of Section 15, T. 3 S., R. 46 E., Boise Meridian.
- H. No excavation, nor disturbance to vegetation, shall be allowed within thirty (30) feet of the existing road located along the reservoir edge.
- I. SUNROC shall not conduct any material crushing or hot plant operations within the areas of use.
- J. No fuel storage is allowed within the areas of use.
- K. Refueling of any vehicle or equipment shall be completed in areas located above the high-water line and shall be required to be strictly attended. If a lockable fueling valve is utilized during refueling activities then appropriate secondary containment is required.
- L. SUNROC shall control dust during implementation of the activities authorized by this Permit to the satisfaction of Reclamation.
- M. Groundwater shall not be pumped from any areas below the high-water line.
- N. Material shall not be stockpiled below the high-water line within the areas of use.
- O. A safety fence shall be placed around the perimeter of all extraction sites. This fence shall be removed during times that no extraction is occurring, or periods of high water.
- P. All slopes of excavated areas and stored materials shall be maintained in conditions that shall not constitute a hazard to the public. Hazardous areas shall be fenced, backfilled, or other adequate safety precautions taken.
- Q. Overburden to be removed shall be temporarily stockpiled at sites above the high-water line and upon excavation completion be placed in a uniform lift over the excavation site.
- R. Final excavation slopes shall be left at 3:1 or flatter.
- S. SUNROC shall restore disturbed areas located above the high-water line to the satisfaction of Reclamation. If SUNROC fails to accomplish restoration of the disturbed areas to the satisfaction of Reclamation, the work will be done by the United States or its contractors. SUNROC shall pay all expenses of the United States, or its successors or assigns, related to the restoration.
- Seedbed Preparation - The seedbed shall be firm, clean and weed-free. Weed-free seeding conditions may be achieved with chemical or mechanical preparation. However, no residual chemicals are allowed.
 - Seeding Operation - Recommended seeding dates for grasses are November 1 to April 30, when the soil is not frozen, but a first frost has already occurred. Sagebrush shall be seeded separately and can be applied over the snow. A seeding depth between one-

quarter inch (¼") and one-half inch (½") is recommended. Seed planted deeper than one-half inch (½") may not germinate. A fertilizer rate of 20 lbs/acre of nitrogen is required. To reduce erosion and enhance germination, the area is to be compacted after seeding. All labels shall be retained until Reclamation is satisfied with the restoration.

Species	PLS Seeding Rate
Indian Rice grass	2 lbs/acre
Western Wheatgrass	1 lb/acre
Canby Blue grass	2 lbs/acre
Annual rye grass	4 lbs/acre
Sand Drop seed	¼ lb/acre
Tall Wheat grass	2 lbs/acre
Lewis Flax	¼ lb/acre
Wyoming Big Sagebrush	½ lb/acre (separate application over snow)

7. *Hazardous Materials:*

A. SUNROC may not allow contamination or pollution of Federal lands, waters or facilities. SUNROC has the responsibility for care, operation, and maintenance by its employees or agents and shall take reasonable precautions to prevent such contamination or pollution by third parties. Substances causing contamination or pollution shall include but are not limited to hazardous materials, thermal pollution, refuse, garbage, sewage effluent, industrial waste, petroleum products, mine tailings, mineral salts, misused pesticides, pesticide containers, or any other pollutants.

B. SUNROC shall comply with all applicable Federal, State, and local laws and regulations, as well as Reclamation Policy, Directives and Standards, existing or hereafter enacted or promulgated, concerning any hazardous material that shall be used, produced, transported stored, or disposed of on or in Federal lands, waters, or facilities.

C. "Hazardous material" means any substance, pollutant, or contaminant listed as hazardous under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. 9601, et seq., and the regulations promulgated pursuant to that Act.

D. Upon discovery of any event which may or does result in contamination or pollution of Federal lands, waters or facilities, SUNROC shall initiate any necessary emergency measures to protect health, safety and the environment and shall report such discovery with full details of the actions taken to Reclamation. Reporting may be within a reasonable time period. A reasonable time period means within twenty-four (24) hours of the time of discovery if it is an emergency or by the first working day if it is a non-emergency. An emergency is any situation that requires immediate action to reduce or avoid endangering public health and safety or the environment.

E. In any event, SUNROC shall comply with the Toxic Substances Control Act of 1976, as amended (15 U.S.C. 2601, et. seq.) with regard to any toxic substances that are used, generated by or stored on the areas of use or on facilities authorized under this permit. (See 40 CFR, Part 702-799 and especially, provisions on polychlorinated biphenyls, 40 CFR 761.1-761.193). Additionally, any release of toxic substances (leaks, spills, etc.) in excess of the reportable quantity established by 40 CFR, Part 117 shall be reported as required by the Comprehensive Environmental Response Compensation and Liability Act of 1980, Section 102b. A copy of any report required or requested by any Federal agency or State government as a result of a reportable release or spill of any toxic substances shall be furnished to Reclamation concurrent with the filing of the reports to the involved Federal agency or State government.

F. Violation of any of the provisions of the Article, as determined by Reclamation may constitute grounds for termination of this Permit. Such violations require immediate corrective action by SUNROC and shall make SUNROC liable for the cost of full and complete remediation and/or restoration of any Federal resources or facilities that are adversely affected as a result of the violation.

G. SUNROC agrees to include the provisions contained in paragraphs (a) through (e) of this Article in any subcontract or third-party contract it may enter into pursuant to this Permit.

H. Reclamation agrees to provide information necessary for SUNROC, using reasonable diligence, to comply with the provisions of this Article.

8. *Cultural and Paleontological Resources:* SUNROC shall immediately provide an oral notification to Reclamation of the discovery of any, and all, antiquities or other objects of archaeological, cultural, historic, or scientific interest within the permit area. SUNROC shall follow up with a written report of their finding(s) to Reclamation within forty-eight (48) hours. Objects under consideration include, but are not limited to, historic or prehistoric ruins, human remains, funerary objects, and artifacts discovered as a result of activities under this authorization. SUNROC shall immediately cease the activity in the area of the discovery, make a reasonable effort to protect such discovery, and wait for written approval from Reclamation before resuming the activity. Protective and mitigative measures specified by Reclamation shall be the responsibility of SUNROC.

9. *Transfer or Sublease of Permit:* Neither this Permit nor any interest therein shall be transferred or subleased by SUNROC without the prior written consent of Reclamation and until payment has been made to the United States to cover the expense of approving such transfer or sublease.

10. *Termination of Permit:* This Permit, a use authorization, shall terminate and all rights of SUNROC hereunder shall cease, and SUNROC shall quietly deliver to Reclamation possession of the premises in like condition as when taken, reasonable wear and damage by the elements excepted:

A. Reclamation reserves the right to construct, operate, and maintain public works now or hereafter authorized by Congress without liability for termination of the agreement or other damage to SUNROC's activities or facilities.

B. Reclamation may, at any time and at no cost or liability to the United States, terminate any use authorization in the event of a natural disaster, a national emergency, a need arising from security requirements, or an immediate and overriding threat to public health and safety.

C. Reclamation may, at any time and at no cost or liability to the United States, terminate any use authorization for activities other than existing authorized private exclusive recreational or residential use as defined in 43 CFR § 429.2 if Reclamation determines that any of the following apply:

i. The use has become incompatible with authorized Project purposes, Project operations, safety and security;

ii. A higher public use is identified through a public process described at 43 CFR § 429.32(a)(1); or

iii. Termination is necessary for operational needs of the Project.

D. Reclamation may, at any time and at no cost or liability to the United States, terminate any use authorization if Reclamation determines that SUNROC has failed to use the use authorization for its intended purpose. Further, failure to implement the authorized use within the timeframe specified in this Permit may constitute a presumption of abandonment and cause termination of this Permit.

E. Reclamation may, at any time and at no cost or liability to the United States, terminate any use authorization if SUNROC fails to comply with all applicable Federal, State, and local laws, regulations, ordinances, or terms and conditions of any use authorization, or to obtain any required permits or authorizations.

F. If this use authorization is terminated, the United States reserves the right to bar SUNROC from authorization to use acquired or withdrawn Federal land on the Project for a period of time, as determined by Reclamation.

11. *Issuance of a New Permit:* If SUNROC desires issuance of a new permit after expiration, they shall submit an application requesting to do so no less than six (6) months prior to the expiration date of this Permit. A new permit may be issued to the Permittee subject to the regulations promulgated under 43 CFR Part 429 or any other applicable regulations or laws.

12. *Notices:*

A. All notices given under this Permit shall be in writing and may be delivered by personal delivery, electronic mail (e-mail); via recognized delivery services such as United Parcel Service (UPS) or Federal Express (FedEx); or by deposit in the United States Postal Service (USPS), postage prepaid, as certified mail, return receipt requested and addressed as follows:

Natural Resources Manager
Upper Snake Field Office
Bureau of Reclamation
470 Roger Avenue
Heyburn, Idaho 83336
(208) 678-0461

Property/Environmental Specialist
Clyde Companies
730 North 1500 West
Orem, Utah 84057
801-222-3306 or 801-380-8706

B. The parties designate the Natural Resources Manager and Clyde Companies' Property Specialist as their authorized representatives for this Permit. These individuals shall have the authority to take any action allowed or required under this Permit, on behalf of their employer. The parties may change their designated representatives or address at any time by giving notice of such change in accordance with this article.

13. *Removal of Structures:* Upon the expiration, termination, or revocation of this Permit, if all rental charges and damage claims due to Reclamation have been paid, SUNROC shall remove all structures, equipment, or other improvements made by it from the permit area at no cost to the United States. Upon failure to remove any such improvements within sixty (60) days of expiration, termination, or revocation, any remaining improvements shall, at the option of the United States, be removed or become the property of the United States. SUNROC shall pay all expenses of the United States, or its assigns, related to removal of such improvements.

14. *Hold Harmless Clause:* SUNROC agrees to indemnify the United States for, and hold the United States and all of its representatives harmless from, all damages resulting from suits, actions, or claims of any character brought on account of any injury to any person or property arising out of any act, omission, neglect, or misconduct in the manner or method of performing

any construction, care, operation, maintenance, supervision, examination, inspection, or other activities of SUNROC.

15. *Officials Not To Benefit:* No Member of Congress shall be admitted to any share or part of any permit or agreement made, entered into, or accepted by or on behalf of the United States, or to any benefit to arise thereupon.

16. *Severability:* Each provision of this permit shall be interpreted in such a manner as to be valid under applicable law, but if any provision of this permit shall be deemed or determined by competent authority to be invalid or prohibited hereunder, such provision shall be ineffective and void only to the extent of such invalidity or prohibition, but shall not be deemed ineffective or invalid as to the remainder of such provision or any other remaining provisions, or of the permit as a whole.

17. *Successors in Interest Obligated:* The provision of this Permit shall apply to and bind the assigns of the United States, and the heirs, executors, administrators, and assigns of SUNROC.

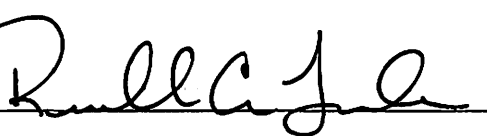
IN WITNESS WHEREOF, the parties have hereunto subscribed their names as of the date first above written.

THE UNITED STATES OF AMERICA

CLYDE COMPANIES/SUNROC CORP.

By: 

Michael Hilliard
Assistant Area Manager

By: 
Vice - President.

NOTE: The above executing signatures shall be notarized and the Notary Acknowledgment page completed.

NOTARY ACKNOWLEDGEMENT

STATE OF UTAH)

: §
County of Washington)

On the 19 day of July, 2023 Russell Leslie, personally appeared before me, known to me to be the official of **SUNROC CORPORATION**, that executed the within and foregoing instrument and acknowledged that said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he/she is authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as of the day and year first above written.



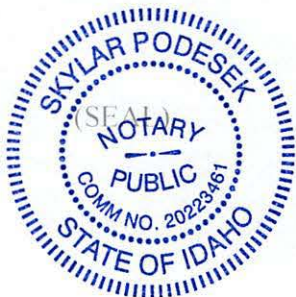
P. Diaz
Notary Public in and for the State of Utah
Residing at: 1825 E 3860 S. St. George UT 84790 (Sun Roc)
My commission expires: 2-14-2027

STATE OF IDAHO)

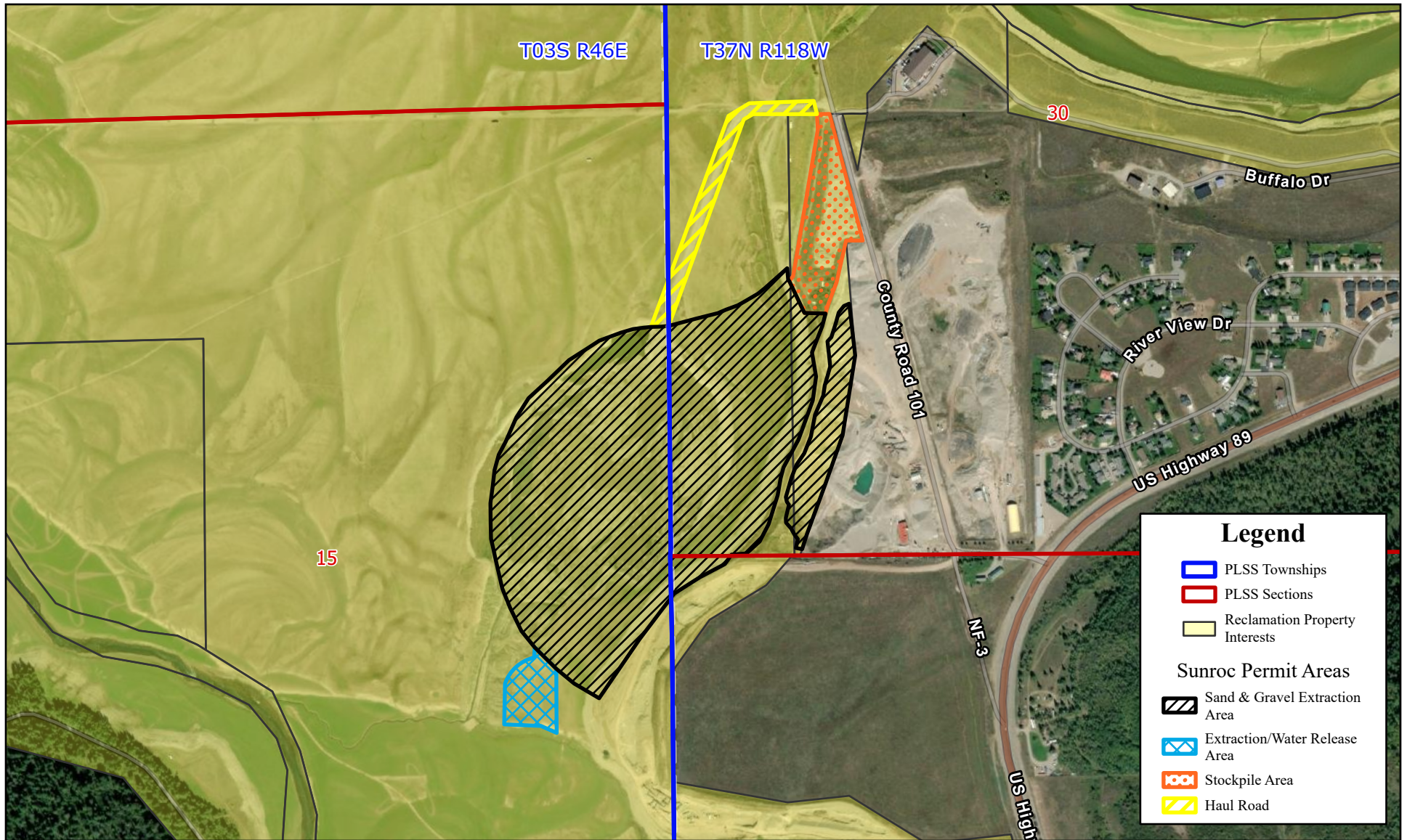
: §
County of Minidoka)

On the 4th day of August, 2023, Michael Hilliard, personally appeared before me, known to me to be the official of **THE UNITED STATES OF AMERICA** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said United States, for the uses and purposes therein mentioned, and on oath stated that he/she is authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



Skylar Podeseck
Notary Public in and for the State of Idaho
Residing at: Albion, ID
My commission expires: 7/28/28



Sunroc Corporation - Permit Area



— BUREAU OF —
RECLAMATION

Disclaimer: This map is provided as-is and may contain representations of property boundaries. It is intended for general reference only. None of the parties involved in preparing this map or data contained herein warrant or represent information to be complete and accurate and cannot be held responsible for errors or omissions.

