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SEP 06 2024

MINERALS & MINING PROGRAM

506 Sixth Street
Post Office Box 8045
Rapid City, South Dakota 57709
Main: (605) 342-1078
Fax: (605) 342-9503

www.gpna.com

September 3, 2024

Richard M. Williams
Email: rwilliams@gpna.com
Direct Dial: (605) 719-3433

Via Email and First Class Mail

Roberta.Hudson@state.sd.us

Roberta Hudson
Engineering Manager I
Department of Agriculture and Natural Resources
Minerals and Mining Program
Joe Foss Building
523 East Capitol Avenue
Pierre, SD 57501-3182

Re: Longview Minerals, LLC
GPNA File No. 16461.0002

Dear Ms. Hudson:

On behalf of our client, Longview Minerals, LLC ("Longview") we are submitting this Exploration Notice of Intent (EXNI) and supplemental information.

The application for the EXNI only includes private land in Pennington County, South Dakota.

Included in this Exploration Notice of Intent are the following:

- The EXNI application form - SD form 0429;
- A Plan of Reclamation Pursuant to Section 8 and figures referenced therein;
- Confidential Figures (Exhibits A, D, E, F);
- Access and Exploration Agreement (Exhibit B);
- Information provided from the NRCS office regarding the reclamation seed plan for the subject properties (Exhibit C);
- Certification of Applicant (Exhibit G);
- Authority of Nathan Chowning (Exhibit H);
- U.S. Forest Service Agreements (Exhibit J);
- Title Policy (Exhibit I);
- A fee of \$250.00 pursuant to Section 17 in check form.

Offices in Rapid City and Pierre, South Dakota

Attorneys licensed to practice in South Dakota, North Dakota, Nebraska, Wyoming, and Montana

All reasonable efforts have been made to verify the accuracy and validity of information regarding the proposed activities for exploratory drilling and associated reclamation.

If there are any questions or concerns, please do not hesitate to contact me. Thank you in advance for your time and attention.

Sincerely,

/s/ Richard M. Williams

Richard M. Williams

RMW:lpv
Encl.

Department of Agriculture and Natural Resources
Minerals and Mining Program
523 East Capitol Avenue
Pierre, South Dakota 57501-3182
605 773-4201; Fax: 605 773-5286

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MINERALS & MINING PROGRAM

NOTICE OF INTENT TO CONDUCT
MINERAL EXPLORATION OPERATION
(Excluding Uranium)

Pursuant to SDCL 45-6C

Operator's name: *Longview Minerals L.L.C.*

Mailing Address:
*25497 Flynn Creek Road
Custer
South Dakota
57730*

Telephone: *+1 605 517 1012*

Resident agent (if out-of-state corporation):

Resident agent address:

Telephone:

Legal description of area to be explored by Section, Township, and Range:

Owner: *Lotus Minerals LLC*
Lot address: *13272 Greyhound Gulch Road*
Subdivision: *Gold Star Lode MS 1532*
SEC/TWN/RNG: *Section 09 Township 2S, Range 6E*

County: *Pennington County*

PAID

SEP 06 2024

Ck#

Rec't# *\$250*

Give a brief description of the type of exploration to be conducted. Include a list of all minerals to be explored and a description of methods (e.g. drill rig type, number of holes to be drilled, number of drill pads to be constructed, proposed depth for each test hole, length of existing access roads and/or new access road construction).

New drill pads:

Longview Minerals L.L.C., wishes to conduct exploratory drilling (Under the operating agreement with Lotus Minerals LLC) for pegmatite minerals particularly spodumene. The exploration will be by means of Diamond Core Drilling. Drilling is proposed on one property:

1. *Land owned by Lotus Minerals LLC*

There are 31 drill pads proposed. Each drill pad will be a maximum of 100² m. Up to 10 drill holes will be drilled on one drill pad, but the total number of holes will be dependent on the results of the first hole(s) drilled. Holes will be a maximum depth of 1250 feet (381m) deep dependent on geology and test results. Any new access points will be reclaimed in accordance with the reclamation plan. See Figure 4, Figure 5, and Figure 6 for drill site locations.

Flexibility has been built into this application to ensure the correct drill holes can be drilled in the correct places, as the geometry of the pegmatites is little known prior to drilling. As such, geological interpretation will be updated as new drill data is acquired which will mean some drill pads will not be required. With more flexibility (10 holes per pad) Longview Minerals L.L.C. will minimize disturbance by not constructing drill pads that do not need to be drilled. This will also provide flexibility if a drill hole has issues such as hole collapse or intercepted voids which must be plugged and re drilled to get to the target depth.

Table 1: Proposed number of new drill pads, drill holes and new trill track

Property	New Pads	Holes	m2 Pads	m Drill Track	m2 Drill Track
Lotus Minerals LLC	31*	310**	3100	120***	480***

*Not all 31 drill pads will be constructed at once, flexibility has been designed in this program. As the mineralized structures are not well known, we will choose pads as the accuracy of the geological model improves with drilling. Drill pads will not be constructed if drilling indicates it is not required.

**This number is the maximum number of holes that may be drilled assuming the request to drill up to 10 holes per pad is approved, but as results are analysed this may be less if no further drilling is warranted on that drill pad.

*** There are existing drill tracks to the old drill holes drilled on the property as well as new tracks which will need to be cleaned up by an excavator to mobilize drill equipment for this program.

Table 2: Drill pad locations (EXHIBIT A)(CONFIDENTIAL)

Additional Information attached:

1. Water Well location
2. Diamond core drilling methodology
3. Location Plans

Date exploration will commence:

Pursuant to SDCL 45-6C-13 exploration will commence thirty days after filing the Notice of Intent or upon receipt of the written restrictions provided for in SDCL Sections 45-6C -10 to 45-6C-12 inclusive

What legal authority does the operator have to conduct exploration on the above-described land? Include a copy if available.

☒ Deed ☐ Lease ☐ US Forest Service Permit ☐ Pending US Forest Service Permit ☐ Other

Will the operator conduct uranium exploration? ☐ Yes ☒ No If yes, a permit pursuant to SDCL 45-6D must be obtained.

INSTRUCTIONS:

Please reference SDCL 45-6C. This Notice of Intent must be accompanied by:

1. A plan of reclamation pursuant to Section 8.
2. A topographic map pursuant to Section 9.
3. A fee of \$250 payable to the Department of Agriculture and Natural Resources pursuant to Section 17.
4. A surety in an amount to be determined by the department pursuant to Section 19.
5. Any written landowner consultations giving alternative preferences for the reclamation of the affected land pursuant to Section 16.

Applicant affirms that the surface owner has been notified of the proposed mineral development and that said surface owner is aware of his rights to compensation for damages to property pursuant to SDCL 45-5A. Applicant hereby affirms that the mineral exploration will be conducted pursuant and subject to the provisions of SDCL 45-6C, and all regulations promulgated thereunder, that he will grant access to the SD Board of Minerals and Environment or its agents to the area under notice from the date of the notice and thereafter to assure compliance with the provisions of SDCL 45-6C.

I declare and affirm under the penalties of perjury that this claim (petition, application, information) has been examined by me, and to the best of my knowledge and belief, is in all things true and correct.

Nathan Chowning
Signature
Title: Agent

Date: 8-19-2024

STATE OF SOUTH DAKOTA
COUNTY OF PENNINGTON

On this 19th day of August, 2024, before me personally appeared
Nathan Chowning, who acknowledged himself to be the Agent
(Title)
For Longview Minerals LLC

and that he is authorized to execute the Notice of Intent for the (Operator)
purposes contained therein

Lori P. Van Pelt
Notary Public

My Commission Expires: November 20, 2029

SEAL



**My Commission Expires
November 20, 2029 ;**

DATE APPROVED: BOND AMOUNT: EXNI NUMBER:
Chairman, SD Board of Minerals & Environment

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MINERALS & MINING PROGRAM

STATE OF SOUTH DAKOTA

BEFORE THE SECRETARY OF

THE DEPARTMENT OF AGRICULTURE AND NATURAL RESOURCES

IN THE MATTER OF THE
APPLICATION OF

Lengvick Minerals, LLC

STATE OF South Dakota

COUNTY OF Pennington

CERTIFICATION OF
APPLICANT

I, _____, the applicant in the above matter after being duly sworn upon oath hereby certify the following information in regard to this application:

I have read and understand South Dakota Codified Law Section 1-41-20 which provides:

"The secretary may reject an application for any permit filed pursuant to Titles 34A or 45, including any application by any concentrated swine feeding operation for authorization to operate under a general permit, upon making a specific finding that:

(1) The applicant is unsuited or unqualified to perform the obligations of a permit holder based upon a finding that the applicant, any officer, director, partner, or resident general manager of the facility for which application has been made:

- (a) Has intentionally misrepresented a material fact in applying for a permit;*
- (b) Has been convicted of a felony or other crime involving moral turpitude;*
- (c) Has habitually and intentionally violated environmental laws of any state or the United States which have caused significant and material environmental damage;*
- (d) Has had any permit revoked under the environmental laws of any state or the United States; or*
- (e) Has otherwise demonstrated through clear and convincing evidence of previous actions that the applicant lacks the necessary good character and competency to reliably carry out the obligations imposed by law upon the permit holder; or*

(2) The application substantially duplicates an application by the same applicant denied within the past five years which denial has not been reversed by a court of competent jurisdiction. Nothing in this subdivision may be construed to prohibit an applicant from submitting a new application for a permit previously denied, if the new application represents a good faith attempt by the applicant to correct the deficiencies that served as the basis for the denial in the original application.

All applications filed pursuant to Titles 34A and 45 shall include a certification, sworn to under oath and signed by the applicant, that he is not disqualified by reason of this section from obtaining a permit. In the absence of evidence to the contrary, that certification shall constitute a prima facie showing of the suitability and qualification of the applicant. If at any point in the application review, recommendation or hearing process, the secretary finds the applicant has intentionally made any material misrepresentation of fact in regard to this certification,



consideration of the application may be suspended and the application may be rejected as provided for under this section.

Applications rejected pursuant to this section constitute final agency action upon that application and may be appealed to circuit court as provided for under chapter 1-26."

I certify pursuant to 1-41-20, that as an applicant, officer, director, partner, or resident general manager of the activity or facility for which the application has been made that I; a) have not intentionally misrepresented a material fact in applying for a permit; b) have not been convicted of a felony or other crime of moral turpitude; c) have not habitually and intentionally violated environmental laws of any state or the United States which have caused significant and material environmental damage; (d) have not had any permit revoked under the environmental laws of any state or the United States; or e) have not otherwise demonstrated through clear and convincing evidence of previous actions that I lack the necessary good character and competency to reliably carry out the obligations imposed by law upon me. I also certify that this application does not substantially duplicate an application by the same applicant denied within the past five years which denial has not been reversed by a court of competent jurisdiction. Further;

"I declare and affirm under the penalties of perjury that this claim (petition, application, information) has been examined by me, and to the best of my knowledge and belief, is in all things true and correct."

Dated this 19th day of August, 2024.

Applicant (print) NATHAN CROWNING

Nathan Crowning
Applicant (signature)

Subscribed and sworn before me this 19th day of August, 2024.

Lori P. Van Pelt
Notary Public (signature)

My commission expires: November 20, 2029

(SEAL) My Commission Expires
November 20, 2029



PLEASE ATTACH ANY ADDITIONAL INFORMATION NECESSARY TO DISCLOSE
ALL FACTS AND DOCUMENTS PERTAINING TO
SDCL 1-41-20 (1) (a) THROUGH (e).
ALL VIOLATIONS MUST BE DISCLOSED, BUT WILL NOT
AUTOMATICALLY RESULT IN THE REJECTION OF AN APPLICATION

ACCESS AND EXPLORATION AGREEMENT

THIS ACCESS AND EXPLORATION AGREEMENT (the "Agreement") dated this 19th day of August, 2024 ("Date of Execution"), is made and entered into by and between:

- a. **LOTUS MINERALS, LLC., 25497 Flynn Creek Road, Custer, South Dakota 57730 ("Owner")**
- b. **LONGVIEW MINERALS, LLC., 25497 Flynn Creek Road, Custer, South Dakota, 57730 ("Permittee")**

PREAMBLE

WHEREAS:

1. Owner owns real property in Pennington County, South Dakota, further described as:
 - a. 13272 Greyhound Gulch Road, also known as the Gold Star Load, MS 1532, Section 9, Township 2S, Range 6E, BHM, Pennington County, South Dakota.the "Property."
2. Owner and Permittee wish to enter into this Agreement to further describe the Right of Access and Exploration granted to Permittee and to set the terms and conditions for that access.

NOW, THEREFORE, for and in consideration of the foregoing premises, the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and Permittee do hereby covenant and agree as follows:

AGREEMENT

1. Incorporation

The Preamble is hereby incorporated into this Agreement.

2. Term

This Agreement shall remain in effect during the exploration and reclamation activities undertaken by Permittee.

3. Right of Exploration

Owner hereby grants, and lets exclusively to Permittee, subject to the terms and conditions set forth in this Agreement, the exclusive right to explore for Minerals on or below the Property by any means deemed necessary by Permittee. For the purposes of this Agreement "Minerals" is described as follows: "any substance with economic value, whether organic or



inorganic, that can be extracted from the earth, including oil and gas, but excluding uranium and water.”

2. Right of Access

Permittee shall have the right to enter upon the Property for the purpose of effectuating the Right of Exploration.

2. Owner to Provide Access

During the term of the Lease Agreement, and to provide the Right of Access to the Property, Owner agrees to allow Permittee to use any right-of-way, license, or easement, granted to Owner for such purposes. Owner agrees to grant Permittee any rights of access to the Property possessed by Owner and Owner agrees to execute any necessary documents or agreements to ensure that Permittee is permitted the same access to the Property as Owner enjoys. Right of Access under this Agreement includes the provision, to Permittee, of keys, or other physical means of access, to roads or trails not open to the general public.

4. Permitting

Owner shall execute any required documents, and provide the necessary support, for the purposes of effectuating this Agreement, including, but not limited to, any necessary permits, authorizations, and licenses from other agencies or departments of the State of South Dakota and as required pursuant to federal, state and/or local law and regulation.

5. Reclamation

Unless otherwise directed by Owner, Permittee shall perform all reclamation obligations required under State, federal, and local law. Such obligations shall survive the Term of this Agreement.

6. Execution and Counterparts

This Agreement may be executed in one or more counterparts, all of which will be considered one and the same agreement and will become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties, it being understood that all parties need not sign the same counterpart.

7. Assignment

This Agreement and all rights hereunder shall be freely assignable by the Permittee or Owner upon notice to the other Party, and if assigned, any and all acts performable by either Party hereunder may be performed by any assignee.

8. Binding Effect of Obligations

This Agreement shall be binding upon and inure to the benefit of the respective Parties and their heirs, successors or assigns.

9. Severability

If any part, term or provision of this Agreement is held by a court of competent jurisdiction to be illegal or in conflict with any Governmental Regulations, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of

PERMITTEE:
LONGVIEW MINERALS, LLC.

By: *Nathan Chowning*
NATHAN CHOWNING

Its: AGENT

STATE OF SOUTH DAKOTA)
):ss
COUNTY OF PENNINGTON)

On this 19th day of August, 2024, before me, personally appeared **Nathan Chowning**, as the Agent of **LONGVIEW MINERALS, LLC.**, known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



Lori P. Van Pelt
Notary Public, South Dakota

[SEAL]

My commission expires: November 20, 2029

My Commission Expires
November 20, 2029

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**IRIS METALS, INC.
RESOLUTION OF THE BOARD OF DIRECTORS**

MINERALS & MINING PROGRAM

By this resolution, I, the undersigned, being all of the Directors of Iris Metals, Inc. (a corporation organized in the State of South Dakota) ("Corporation"), the sole member of Lotus Minerals, L.L.C. ("Lotus"), hereby resolve the following in accordance with the Corporation's Articles of Incorporation.

WHEREAS, the Corporation wishes to document authorization for Nathan William Chowning ("Mr. Chowning") to act as the agent of Lotus regarding any and all actions, including but not limited to, permitting within the State of South Dakota.

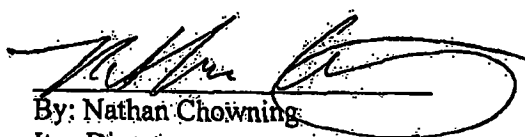
NOW THEREFORE BE IT RESOLVED by the Corporation as follows:

1. The Directors of the Corporation authorize and empower Mr. Chowning to make, execute, endorse and deliver in the name of and on behalf of Lotus, any and all written instruments, agreements, documents, execution of deeds, powers of attorney, transfers, assignments, contracts, obligations, certificates and other instruments of whatever nature entered into by Lotus, including but not limited to banking, permitting, and related activities, on behalf of Lotus and to ratify all previous actions taken by Mr. Connell, an Agent of the Company, and Mr. Chowning, on behalf of Lotus, up to the date of this resolution, all of which have been in the normal course of business.
2. The Directors approve and empower Mr. Chowning to execute any documentation required to enact the aforementioned resolutions in order to facilitate such corporate actions.

Adopted this 18 day of April, 2024.

APPROVED:

IRIS METALS, INC.


By: Nathan Chowning
Its: Director



**IRIS METALS, INC.
RESOLUTION OF THE BOARD OF DIRECTORS**

By this resolution, I, the undersigned, being all of the Directors of Iris Metals, Inc. (a corporation organized in the State of South Dakota) ("Corporation"), the sole member of Longview Minerals, LLC, hereby resolve the following in accordance with the Corporation's Articles of Incorporation.

WHEREAS, the Corporation wishes to document authorizations for Christopher Allen David Connell ("Mr. Connell") and Nathan William Chowning ("Mr. Chowning") to act as the agents of Longview Minerals, LLC regarding any and all permitting within the State of South Dakota.


NOW THEREFORE BE IT RESOLVED by the Corporation as follows:

1. The Directors authorize Mr. Connell and Mr. Chowning to take all operational actions, including banking, permitting, and related activities, on behalf of Longview Minerals, LLC and ratify all previous actions taken by Mr. Connell and Mr. Chowning on behalf of Longview Minerals, LLC up to the date of this resolution, all of which have been in the normal course of business.
2. The Directors approve Mr. Connell and Mr. Chowning to execute any documentation required to enact the aforementioned resolutions in order to facilitate such corporate actions.

Adopted this 26TH day of OCTOBER, 2023.

APPROVED:

IRIS METALS, INC.


By: Nathan Chowning
Its: Director

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Auth ID: CEM726

Contact Name: IRIS METALS INC

Expiration Date: 12/31/2043

Use Code: 753

MINERALS & MINING PROGRAM

FS-2700-4b (09/2020)

OMB No. 0596-0082

**U.S. DEPARTMENT OF AGRICULTURE
FOREST SERVICE**

**FOREST ROAD SPECIAL USE PERMIT
AUTHORITY:**

Title V of the Federal Land Policy and Management Act, 43 U.S.C. 1761-1772

IRIS METALS INC of 25497 FLYNN CREEK ROAD, ATTN NATHAN CHOWNING, CUSTER, SD 57730 (the holder) is authorized to use the following described forest road (forest road) in the National Forest to access private property for commercial or noncommercial purposes, subject to the terms of this special use permit (permit).

The Forest System Road is located on National Forest System lands in the County of Pennington, State of South Dakota, is 12 feet wide and 3661 feet long, and covers approximately 1.5 acres in Section 16, Township 2 South, Range 6 East, BLACK HILLS MERIDIAN, ("the permit area"), for the purpose of:

Motorized use, maintenance, and snow removal on an existing Forest System Road (FSR 363) to access private property, described as Gold Star Lode Mineral Survey No. 1532, located in section 9, Township 2 South, Range 6 East, Black Hills Meridian, Pennington County, South Dakota.

This permit authorizes approximately 3661 feet in length with a 12-foot permitted travel width with additional width as required to accommodate and protect cuts and fills. This authorization will be approximately 1.5 acres of National Forest System lands, as shown on the map attached as **Exhibit A**. This and any other appendices are hereby incorporated into this permit.

Exhibit B: Operations and Maintenance Plan

Exhibit C: Construction Stipulations

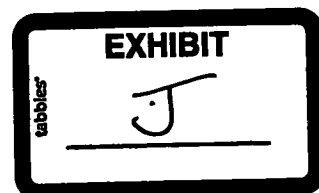
Exhibit D: Plans and Specifications

I. GENERAL TERMS

A. AUTHORITY. This permit is issued pursuant to Title V of the Federal Land Policy and Management Act, 43 U.S.C. 1761-1772, and 36 CFR Part 251, Subpart B, as amended, and is subject to their provisions.

B. AUTHORIZED OFFICER. The authorized officer is the Forest or Grassland Supervisor, a District Ranger, or the Station, Institute, or Area Director with delegated authority pursuant to Forest Service Manual 2700.

C. TERM. This permit shall expire at midnight on 12/31/2043. Expiration of this permit shall not require notice, a decision document, or any environmental analysis or other documentation.



C. **TERM**. This permit shall expire at midnight on 12/31/2043. Expiration of this permit shall not require notice, a decision document, or any environmental analysis or other documentation.

D. **CONTINUATION OF USE AND OCCUPANCY**. This permit is not renewable. Prior to expiration of this permit, the holder may apply for a new permit for the use and occupancy authorized by this permit. Applications for a new permit must be submitted at least 6 months prior to expiration of this permit. Issuance of a new permit is at the sole discretion of the authorized officer. At a minimum, before issuing a new permit, the authorized officer shall ensure that (1) the use and occupancy to be authorized by the new permit are consistent with the standards and guidelines in the applicable land management plan; (2) the type of use and occupancy to be authorized by the new permit is the same as the type of use and occupancy authorized by this permit; and (3) the holder is in compliance with all the terms of this permit. The authorized officer may prescribe new terms when a new permit is issued.

E. **AMENDMENT**. This permit may be amended in whole or in part by the Forest Service when, at the discretion of the authorized officer, such action is deemed necessary or desirable to incorporate new terms that may be required by law, regulation, directive, the applicable land management plan, or projects and activities implementing the land management plan pursuant to 36 CFR Part 218.

F. **COMPLIANCE WITH LAWS, REGULATIONS, AND OTHER LEGAL REQUIREMENTS**. In exercising the rights and privileges granted by this permit, the holder shall comply with all present and future federal laws and regulations and all present and future state, county, and municipal laws, regulations, and other legal requirements that apply to the permit area, to the extent they do not conflict with federal law, regulation, or policy. The Forest Service assumes no responsibility for enforcing laws, regulations, and other legal requirements that fall under the jurisdiction of other governmental entities.

G. **NON-EXCLUSIVE USE**. The use or occupancy authorized by this permit is not exclusive. The Forest Service reserves the right to:

1. Use or cross upon, over, or under the forest road and authorize others to use or cross upon, over, or under the forest road in any way that is not inconsistent with the holder's rights and privileges under this permit, after consultation with all parties involved;
2. Access to the permit area, including a continuing right of physical entry to the permit area for inspection, monitoring, or any other purpose consistent with any right or obligation of the United States under any law or regulation, including ensuring compliance with the terms of this permit; and
3. Relocate the forest road to the extent necessary to accommodate the management needs of the National Forest System. The centerline of this permit shall shift to follow the centerline of the relocated forest road and shall be accepted as the new centerline of this permit.

Except for any restrictions that the holder and the authorized officer agree are necessary to protect the installation and operation of authorized temporary improvements, the lands and waters covered by this permit shall remain open to the public for all lawful purposes.

H. ASSIGNABILITY. This permit is not assignable or transferable.

I. TRANSFER OF TITLE TO THE IMPROVEMENTS.

1. **Notification of Transfer.** The holder shall notify the authorized officer when a transfer of title to the private property accessed by the forest road is planned.

2. **Transfer of Title.** Any transfer of title to the private property accessed by the forest road shall result in termination of this permit. The party who acquires title to the private property must submit an application for a permit. The Forest Service is not obligated to issue a new permit to the party who acquires title to the private property accessed by the forest road. The authorized officer shall determine that the applicant meets requirements under applicable federal regulations.

II. IMPROVEMENTS.

A. LIMITATIONS ON USE. Nothing in this permit gives or implies permission to build or maintain any structure or facility or to conduct any activity unless specifically provided for in this permit. Any use not specifically authorized by this permit must be proposed in accordance with 36 CFR 251.54 or 251.61. Approval of such a proposed use through issuance of a new permit or permit amendment is at the sole discretion of the authorized officer.

B. DRAWINGS. All drawings for construction or reconstruction of the forest road, as well as revisions to those drawings, must be prepared by a professional engineer, architect, landscape architect, or other qualified professional acceptable to the authorized officer. These drawings and drawing revisions must have written approval from the authorized officer before they are implemented. The authorized officer may require the holder to furnish as-built drawings, maps, or surveys upon completion of the work.

III. OPERATIONS.

A. OPERATING PLAN. The holder shall prepare an operating plan and shall revise it as needed to address changes in operations. The operating plan and any revisions to the operating plan shall be prepared in consultation with the authorized officer or the authorized officer's designated representative and shall cover such items as snow removal, road maintenance, commercial hauling, dust abatement, a traffic control plan, and the names of the holder's employees, contractors, and subcontractors who will use the forest road on behalf of the holder under this permit. The operating plan shall be submitted by the holder and approved by the authorized officer or the authorized officer's designated representative prior to commencement of operations under this permit and shall be attached to this permit as an appendix.

B. USE OF THE FOREST ROAD. The holder shall have the right to use the forest road for all purposes deemed necessary or desirable by the holder in connection with the protection, administration, management, and utilization of the holder's lands and other property.

C. TRAFFIC CONTROL RULES AND OTHER REQUIREMENTS FOR RESIDENTIAL

ACCESS. The rights granted by this permit do not include the right to use the forest road for access to developments for short- or long-term residential purposes, unless and until the authorized officer and the holder agree upon traffic control rules and other provisions to accommodate that use of the forest road.

D. HOLDER'S RESPONSIBILITY FOR ROAD MAINTENANCE. The holder shall pay the Forest Service for the holder's share of maintenance costs for the forest road or perform the holder's share of maintenance of the forest road proportionate to the holder's total use of the forest road, as determined by the Forest Service. Any road maintenance performed by the holder shall be authorized by and shall be conducted in accordance with a maintenance plan approved in writing by the authorized officer. Maintenance, construction, or reconstruction of the forest road to accommodate the holder's needs must have prior written approval from the authorized officer and shall be performed at the holder's expense.

E. INVESTMENT SHARING FOR COMMERCIAL USE. The holder's use of the forest road for hauling non-federal forest products from land tributary to the forest road and other commercial use of the forest road are subject to investment sharing under 16 U.S.C. 535. The holder shall not haul non-federal forest products or conduct any other commercial uses on the forest road until the holder pays or makes arrangements acceptable to the Forest Service to pay the holder's share of the road construction or reconstruction costs.

F. RESOURCE PROTECTION DURING ROAD MAINTENANCE. The holder shall conduct any maintenance of the forest road so as to avoid damaging adjacent National Forest System lands.

G. CUTTING, DISPOSAL, AND PLANTING OF VEGETATION. This permit does not authorize the cutting of trees, brush, shrubs, and other plants ("vegetation"). Vegetation may be cut, destroyed, or trimmed only after the authorized officer or the authorized officer's designated representative has approved in writing and marked or otherwise identified what may be cut, destroyed, or trimmed. The holder shall notify the authorized officer when approved cutting, destruction, or trimming of vegetation has been completed. The Forest Service shall determine in advance of felling the method of disposal of trees felled in the permit area that meet utilization standards. Disposal may be by sale or without charge per 36 CFR Part 223, as may be most advantageous to the United States. Debris from felling that does not meet utilization standards shall also be disposed of according to methods determined by the Forest Service. Planting of vegetation in the permit area must have prior written approval from the authorized officer.

H. PESTICIDE USE

1. **Authorized Officer Concurrence.** Pesticides may not be used in the permit area to control pests, including undesirable woody and herbaceous vegetation (including aquatic plants), insects, birds, rodents, or fish without prior written concurrence of the authorized officer. Only those products registered or otherwise authorized by the U.S. Environmental Protection Agency and appropriate State authority for the specific purpose planned shall be authorized for use within areas on National Forest System lands.

2. **Pesticide-Use Proposal.** Requests for concurrence of any planned uses of pesticides shall be

provided in advance using the Pesticide-Use Proposal (form FS-2100-2). Annually the holder shall, on the due date established by the authorized officer, submit requests for any new, or continued, pesticide usage. The Pesticide-Use Proposal shall cover a 12-month period of planned use. The Pesticide-Use Proposal shall be submitted at least 60 days in advance of pesticide application. Information essential for review shall be provided in the form specified. Exceptions to this schedule may be allowed, subject to emergency request and approval, only when unexpected outbreaks of pests require control measures which were not anticipated at the time a Pesticide-Use Proposal was submitted.

3. **Safety Plan.** Before applying pesticides in the permit area, the holder shall submit to the authorized officer a safety plan that includes, at a minimum, a precise statement of the treatment objectives; a description of equipment, materials, and supplies to be used, including pesticide formulation, quantities, and application methods; a description of the lines of responsibility for project planning, project monitoring, and after-action review; a description of any necessary interagency coordination; a copy of the current Pesticide-Use Proposal for the permit; a description of the process by which treatment effectiveness will be determined; and a spill plan, communications plan, security plan, and, when required by applicable local requirements, a provision for prior notification to sensitive individuals.

4. **Reporting.** By September 30th annually, the holder shall submit to the authorized officer a written report of each pesticide application project completed during the previous 12-month period. The report shall contain information pertaining to the pesticide application projects as requested by the authorized officer.

5. **Labeling, Laws, and Regulations.** Label instructions and all applicable laws and regulations shall be strictly followed in the application of pesticides and disposal of excess materials and containers. No pesticide waste, excess materials, or containers shall be disposed of in any area administered by the Forest Service.

I. **MONITORING BY THE FOREST SERVICE.** The Forest Service shall monitor the holder's operations and reserves the right to inspect the permit area and authorized facilities and improvements at any time for compliance with the terms of this permit. The holder shall comply with inspection requirements deemed appropriate by the authorized officer. The holder's obligations under this permit are not contingent upon any duty of the Forest Service to inspect the permit area or authorized facilities or improvements. A failure by the Forest Service or other governmental officials to inspect is not a justification for noncompliance with any of the terms of this permit.

IV. RIGHTS AND LIABILITIES.

A. **VALID EXISTING RIGHTS.** This permit is subject to all valid existing rights. Valid existing rights include those derived from mining and mineral leasing laws of the United States. The Forest Service is not liable to the holder for the exercise of any such right.

B. **ABSENCE OF THIRD-PARTY BENEFICIARY RIGHTS.** The parties to this permit do not intend to confer any rights on any third party as a beneficiary under this permit.

C. NO WARRANTY OF ACCESS, SITE SUITABILITY, OR SERVICES. This permit authorizes the use and occupancy of lands or easements of the United States for the purposes identified in this permit. The Forest Service does not make any express or implied warranty of access to the permit area, of the suitability of the permit area for the authorized uses, or for the furnishing of road or trail maintenance, other than as expressly provided for in this permit; water; fire protection services; search and rescue services; or any other services by a government agency, utility, association, or individual.

D. RISK OF LOSS. The holder assumes all risk of loss to the permit area, in whole or in part, due to public health and safety or environmental hazards. Loss of use and occupancy of the permit area may result from but is not limited to theft, vandalism, fire and any fire-fighting activities (including prescribed burns), environmental contamination, avalanches, rising waters, winds, falling limbs or trees, and other forces of nature. If the authorized officer determines that any portions of the permit area cannot be safely occupied due to a public health or safety or environmental hazard, this permit shall terminate as to those portions of the permit area. Termination under this clause shall not give rise to any claim for damages, including lost profits, by the holder against the Forest Service.

E. DAMAGE TO UNITED STATES PROPERTY. The holder has an affirmative duty to protect from damage the land, property, and other interests of the United States that are associated with the use and occupancy authorized by this permit. Damage includes but is not limited to destruction of or damage to National Forest System lands, fire suppression costs, and destruction of or damage to federally owned improvements.

1. The holder shall be liable for all injury, loss, or damage, including fire suppression costs, prevention and control of the spread of invasive species, and the costs of rehabilitation or restoration of natural resources, resulting from the holder's use and occupancy of the permit area. Compensation shall include but not be limited to the value of resources damaged or destroyed, the costs of restoration, cleanup, or other mitigation, fire suppression or other types of abatement costs, and all administrative, legal (including attorney's fees), and other costs.

2. The holder shall be liable for damage to all roads and trails of the United States caused by use of the holder or the holder's heirs, assignees, agents, employees, or contractors to the same extent as provided under clause IV.E.1, except that liability shall not include reasonable and ordinary wear and tear.

F. ENVIRONMENTAL PROTECTION

1. **Compliance with Environmental Laws.** The holder shall in connection with the use and occupancy authorized by this permit comply with all applicable federal, state, and local environmental laws and regulations, including but not limited to those established pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, 42 U.S.C. 9601 et seq., the Resource Conservation and Recovery Act, as amended, 42 U.S.C. 6901 et seq., the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq., the Oil Pollution Act, as amended, 33 U.S.C. 2701 et seq., the Clean Air Act, as amended, 42 U.S.C. 7401 et seq., the Toxic Substances Control Act, as amended, 15 U.S.C. 2601 et seq., the Federal Insecticide, Fungicide, and Rodenticide Act, as amended, 7 U.S.C. 136 et seq., and the Safe Drinking Water Act, as amended, 42

U.S.C. 300f et seq.

2. **Definition of Hazardous Material.** For purposes of clause IV.F, "hazardous material" shall mean (a) any hazardous substance under section 101(14) of CERCLA, 42 U.S.C. 9601(14); (b) any pollutant or contaminant under section 101(33) of CERCLA, 42 U.S.C. 9601(33); (c) any petroleum product or its derivative, including fuel oil, and waste oils; and (d) any hazardous substance, extremely hazardous substance, toxic substance, hazardous waste, ignitable, reactive or corrosive materials, pollutant, contaminant, element, compound, mixture, solution or substance that may pose a present or potential hazard to human health or the environment under any applicable environmental laws.

3. **Oil Discharges and Release of Hazardous Materials.** The holder shall immediately notify all appropriate response authorities, including the National Response Center and the authorized officer or the authorized officer's designated representative, of any oil discharge or of the release of a hazardous material in the permit area in an amount greater than or equal to its reportable quantity, in accordance with 33 CFR Part 153 and 40 CFR Part 302. For the purposes of this requirement, "oil" is as defined by section 311(a)(1) of the Clean Water Act, 33 U.S.C. 1321(a)(1). The holder shall immediately notify the authorized officer or the authorized officer's designated representative of any release or threatened release of any hazardous material in or near the permit area which may be harmful to public health or welfare or which may adversely affect natural resources on federal lands.

4. **Remediation of Release of Hazardous Materials.** The holder shall remediate any release, threat of release, or discharge of hazardous materials that occurs in connection with the holder's activities in the permit area, including activities conducted by the holder's agents, employees, contractors, or lessees and regardless of whether those activities are authorized under this permit. The holder shall perform remediation in accordance with applicable law immediately upon discovery of the release, threat of release, or discharge of hazardous materials. The holder shall perform the remediation to the satisfaction of the authorized officer and at no expense to the United States. Upon revocation or termination of this permit, the holder shall deliver the permit area to the Forest Service in compliance with all applicable laws and regulations and free and clear of contamination.

G. INDEMNIFICATION OF THE UNITED STATES. The holder shall indemnify, defend, and hold harmless the United States for any costs, damages, claims, liabilities, and judgments arising from past, present, and future acts or omissions of the holder in connection with the use and occupancy authorized by this permit. This indemnification and hold harmless provision includes but is not limited to acts and omissions of the holder or the holder's heirs, assignees, agents, employees, or contractors in connection with the use and occupancy authorized by this permit which result in (1) violations of any laws and regulations which are now or which may in the future become applicable; (2) judgments, claims, demands, penalties, or fees assessed against the United States; (3) costs, expenses, and damages incurred by the United States; or (4) the release or threatened release of any hazardous material into the environment. The authorized officer may prescribe terms that allow the holder to replace, repair, restore, or otherwise undertake necessary curative actions to mitigate damages in combination with or as an alternative to monetary indemnification.

V. LAND USE FEE AND DEBT COLLECTION

A. LAND USE FEE. The holder's land use fee has been waived pursuant to 36 CFR 251.57 and Forest Service Handbook 2709.12, Chapter 40. The authorized officer reserves the right to review the land use fee waiver-determination periodically and to charge all or part of the land use fee if the waiver is no longer appropriate.

VI. REVOCATION, SUSPENSION, AND TERMINATION

A. REVOCATION AND SUSPENSION

1. The authorized officer may revoke or suspend this permit in whole or in part:

(a) For noncompliance with federal, state, or local law;

(b) For noncompliance with the terms of this permit;

(c) For abandonment or other failure of the holder to exercise the privileges granted; or

(d) At the discretion of the authorized officer, for specific and compelling reasons in the public interest.

2. The authorized officer may revoke this permit in its entirety at the request of the holder. Revocation at the request of the holder must be agreed to in writing by the authorized officer. As a condition of revocation of this permit at the request of the holder, the authorized officer has discretion to impose any terms deemed appropriate as provided for in this permit.

3. Prior to revocation or suspension, other than at the request of the holder under clause VI.A.2 or immediate suspension under clause VI.B, the authorized officer shall give the holder written notice of the grounds for revocation or suspension and a reasonable period, typically not to exceed 90 days, to cure any noncompliance.

B. IMMEDIATE SUSPENSION. The authorized officer may immediately suspend this permit in whole or in part when necessary to protect public health or safety or the environment. The suspension decision shall be in writing. The holder may request an onsite review with the authorized officer's superior of the adverse conditions prompting the suspension. The authorized officer's superior shall grant this request within 48 hours. Following the onsite review, the authorized officer's superior shall promptly affirm, modify, or cancel the suspension.

C. APPEALS AND REMEDIES. Written decisions by the authorized officer relating to administration of this permit are subject to administrative appeal pursuant to 36 CFR Part 214, as amended. Revocation or suspension of this permit shall not give rise to any claim for damages by the holder against the Forest Service.

D. TERMINATION. This permit shall terminate when by its terms a fixed or agreed upon condition, event, or time occurs without any action by the authorized officer. Termination of this permit shall not require notice, a decision document, or any environmental analysis or other documentation. Termination of this permit is not subject to administrative appeal and shall not give

rise to any claim for damages by the holder against the Forest Service. This permit shall terminate:

1. Upon expiration;
2. Prior to expiration, at such time when the authorized officer, in consultation with the holder, determines that the forest road is no longer needed for access to the holder's lands;
3. If the holder fails to pay land use fees, interest, or any other charges within 90 calendar days of the due date; the holder shall remain responsible for the delinquent charges; or
4. If a subsequent easement is granted by the United States to a public road authority for operation of the forest road as a public highway.

E. RIGHTS AND RESPONSIBILITIES UPON REVOCATION OR TERMINATION WITHOUT ISSUANCE OF A NEW PERMIT. Upon revocation of this permit or termination of this permit without issuance of a new permit, the authorized officer, after consultation with other affected agencies, has the discretion to require the holder to sell or remove all structures and improvements in the permit area, except those owned by the United States, within a reasonable period prescribed by the authorized officer and to restore the permit area to the satisfaction of the authorized officer. If the holder fails to sell or remove all structures or improvements in the permit area within the prescribed period, they shall become the property of the United States and may be sold, destroyed, or otherwise disposed of without any liability to the United States. However, the holder shall remain liable for all costs associated with their removal, including costs of sale and impoundment, cleanup, and restoration of the permit area.

F. CONTINUATION OF OBLIGATIONS AND LIABILITIES BEYOND TERMINATION OR REVOCATION. Notwithstanding the termination or revocation of this permit, its terms shall remain in effect and shall be binding on the holder and the holder's personal representative, successors, and assignees until all the holder's obligations and liabilities accruing before or as a result of termination or revocation of this permit have been satisfied.

VII. MISCELLANEOUS PROVISIONS

A. MEMBERS OF CONGRESS. No member of or delegate to Congress or resident commissioner shall benefit from this permit either directly or indirectly, except to the extent the authorized use provides a general benefit to a corporation.

B. CURRENT ADDRESSES. The authorized officer and the holder shall keep each other informed of current mailing addresses, including those necessary for payment of land use fees.

C. SUPERSEDED AUTHORIZATION. This permit supersedes an authorization designated name or authorization ID, dated.

D. SUPERIOR CLAUSES. If there is any conflict between any of the preceding printed clauses and any of the following clauses, the preceding printed clauses shall control.

E. Termination for Nonpayment (R2-A102). This authorization shall automatically terminate

without the necessity of prior notice when land use-fees are 90 calendar days from the due date in arrears. The holder shall remain responsible for the delinquent fees.

F. Operation and Maintenance Plan (R2-C102). An Operation and Maintenance Plan, described as Exhibit A, is attached hereto and made a part hereof.

G. Noxious Weed and Exotic Plant Prevention and Control (D-10). The holder shall be responsible for the prevention and control of noxious weeds and exotic plants arising from the authorized use. For purposes of this clause, noxious weeds and exotic plants include those species recognized as such by Federal, State, or local agency. The holder shall follow prevention and control measures required by Federal, State, or local agency. When determined to be necessary by the Authorized Officer, the holder shall develop a plan for noxious weed and exotic plant prevention and control. These plans must have prior written approval from the Authorized Officer and, upon approval, shall be attached to this permit as an appendix.

H. PROTECTION OF HABITAT OF THREATENED AND ENDANGERED SPECIES, SENSITIVE SPECIES, AND SPECIES OF CONSERVATION CONCERN AND THEIR HABITAT

1. Threatened and Endangered Species and Their Habitat. The location of sites within the lease area needing special measures for protection of plants or animals listed as threatened or endangered under the Endangered Species Act (ESA) of 1973, Title 16 United States Code, section 1531 et seq., as amended, or within designated critical habitat shall be shown in the communications site management plan or on a map in an appendix to this lease and may be shown on the ground. The lessee shall take any protective and mitigation measures specified by the authorized officer as necessary and appropriate to avoid or reduce effects on listed species or designated critical habitat affected by the authorized use and occupancy. Discovery by the lessee or the Forest Service of other sites within the lease area containing threatened or endangered species or designated critical habitat not shown in the communications site management plan or on a map in an appendix to this lease shall be promptly reported to the other party and shall be added to the communications site management plan or to the map.

2. Sensitive Species and Species of Conservation Concern and Their Habitat. The location of sites within the lease area needing special measures for protection of plants or animals designated by the Regional Forester as sensitive species or as species of conservation concern pursuant to Forest Service Manual 2670 shall be shown in the communications site management plan or on a map in an appendix to this lease and may be shown on the ground. The lessee shall take any protective and mitigation measures specified by the authorized officer as necessary and appropriate to avoid or reduce effects on sensitive species or species of conservation concern or their habitat affected by the authorized use and occupancy. Discovery by the lessee or the Forest Service of other sites within the lease area containing sensitive species or species of conservation concern or their habitat not shown in the communications site management plan or on a map in an appendix to this lease shall be promptly reported to the other party and shall be added to the communications site management plan or to the map.

I. Archaeological-Paleontological Discoveries(X-17). The holder shall immediately notify the Authorized Officer of all antiquities or other objects of historic or scientific interest, including but not limited to historic or prehistoric ruins, fossils, or artifacts discovered in connection with the use and occupancy authorized by this permit. The holder shall leave these discoveries intact and in place until directed otherwise by the Authorized Officer. Protective and mitigative measures specified by the Authorized Officer shall be the responsibility of the holder.

J. Signs (X-29). Signs or advertising devices erected on National Forest System lands shall have prior approval by the Forest Service as to location, design, size, color, and message. Erected signs shall be maintained or renewed as necessary to neat and presentable standards, as determined by the Forest Service.

K. Improvement Relocation (X-33). This authorization is granted with the express understanding that should future location of United States Government-owned improvements or road rights-of-way require the relocation of the holder's improvements, such relocation will be done by, and at the expense of, the holder within a reasonable time as specified by the Authorized Officer.

THIS PERMIT IS ACCEPTED SUBJECT TO ALL ITS TERMS.

ACCEPTED:


NATHAN CHOWNING
Director
Iris Metals Inc.

SIGNATURE

06/03/2024
DATE

APPROVED:

By: 
SHAWN COCHRAN
Forest Supervisor
Black Hills National Forest
USDA Forest Service

SIGNATURE

6/05/2024
DATE

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond, to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0082. Response to this collection of information is mandatory. The authority to collect the information is the Organic Administration Act, 16 U.S.C. 551. The time required to complete this information collection is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint](#) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

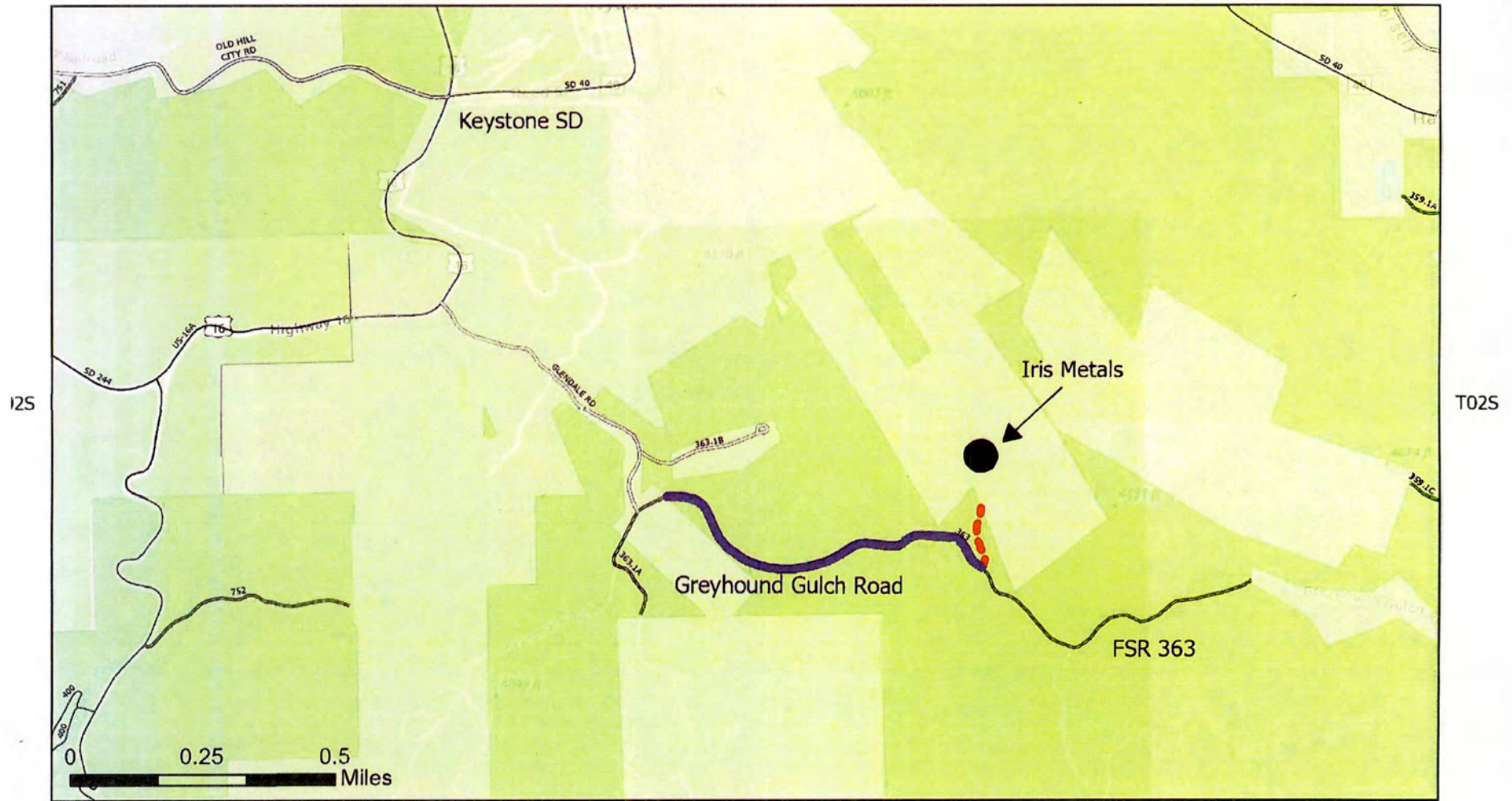
USDA is an equal opportunity provider, employer, and lender.

The Privacy Act of 1974 (5 U.S.C. 552a) and the Freedom of Information Act (5 U.S.C. 552) govern the confidentiality to be provided for information received by the Forest Service.



Appendix A

CEM726 - Iris Metals Inc. Special Use Authorization Black Hills National Forest - Hell Canyon Ranger District R06E



Name: Iris Metals
Authorization ID: CEM726
Primary Use Code: 753
Use Code Name: Permit
Authority: FLPMA
Expiration Date: 12/31/2043
Appendix: A
Legal Description: T02SR06E Sec 16

Legend

- National Forest
- Non National Forest
- Pvt_Road_IrisMetals
- IrisMetalsIncRoadMaintenance



User: edwarddavis
Date Exported: 5/22/2024 1:06 PM

Exhibit B

Operation and Maintenance Plan

Holder is hereby authorized to maintain, use and remove snow from the FLPMA Forest Road Special Use Permit that crosses National Forest System lands as described in **Exhibit A**, and located in **Black Hills Meridian, Pennington County, South Dakota, Township 2 South, Range 6 East, Section 16**.

Nothing shall be construed to imply permission to do anything but maintain and remove snow from these roads. Any structures on National Forest System lands require specific approval and shall include, but are not limited to: culverts, signs, fences, nameplates, mailboxes, and newspaper boxes.

SPECIFICATION 1 - DEFINITIONS

Wherever the following terms or pronouns are used in Specifications 1 through 4, the intent and meaning shall be interpreted as follows:

- a. Agreement.** Maintenance projects require a mutually acceptable method to resolve the problems which arise when incompatible situations arise between drawings and specifications and actual conditions on the ground to allow orderly and satisfactory progress of the maintenance. These specifications have been developed in anticipation of those problem areas and have provided that such changes will be by Agreement. It is intended that drawings and specifications will govern unless "on-the-ground" conditions warrant otherwise, when specifications call for "Agreement", "agreed", or "approval" such Agreement or approval shall be promptly confirmed in writing.
- b. Annual Road Maintenance Plan.** A plan prepared by the Holder for the FLPMA Forest Road area. The plan is an Agreement on maintenance responsibilities to be performed for the coming year.
- c. Base Course.** Material used to reinforce Subgrade or, placed on Subgrade to distribute wheel loads.
- d. Berm.** Curb or dike constructed to prevent Roadway runoff water from discharging onto embankment slope.
- e. Borrow.** Select Material taken from an approved borrow site.
- f. Crown, Inslope and Outslope.** The cross slope of the Traveled Way to aid in drainage and traffic maneuverability.
- g. Culverts.** A conduit or passageway under a road, trail, or other obstruction. A culvert differs from a bridge in that it is usually entirely below the elevation of the Traveled Way.

- h. Drainage Dip.** A dip in the Traveled Way which intercepts surface runoff and diverts the water off the Traveled Way. A Drainage Dip does not block the movement of traffic.
- i. Drainage Structures.** Manufactured structures which control the runoff of water from the Roadway including inslope, overside drains, aprons, flumes, downdrains, downpipes, and the like.
- j. Dust Abatement Plan.** A table which lists the road, dust palliative, application rates, and estimated number of subsequent applications.
- k. Lead-off Ditches.** A ditch used to transmit water from a Drainage Structure or Drainage Dip outlet to the natural drainage area.
- l. Material.** Any substances specified for use in the performance of the work.
- m. Prehaul Maintenance.** Not applicable
- n. Roadbed.** The portion of a road between the intersection of Subgrade and sideslopes, excluding that portion of the ditch below Subgrade.
- o. Road Maintenance Plan.** A table which shows applicable road maintenance specifications to be performed by Holder on specific roads.
- p. Roadside.** A general term denoting the area adjoining the outer edge of the Roadway.
- q. Roadway.** The portion of a road within the limits of excavation and embankment.
- r. Shoulder.** That portion of Roadway contiguous with Traveled Way for accommodation of stopped vehicles, for emergency use, and lateral support of base and Surface Course, if any.
- s. Slide.** A concentrated deposit of Materials from above or on backslope extending onto the Traveled Way or Shoulders, whether caused by mass land movements or accumulated ravelling.
- t. Slough.** Material eroded from the backslope which partially or completely blocks the ditch, but does not encroach on the Traveled Way so as to block passage of traffic.
- u. Slump.** A localized portion of the Roadbed which has slipped or otherwise become lower than that of the adjacent Roadbed and constitutes a hazard to traffic.
- v. Special Project Specifications.** Specifications which detail conditions and requirements peculiar to the individual project.
- w. Snow Berm** is a dike of snow resulting from the snow removal operations which extends above the surface of the traveled way. The Holder shall space, construct, and maintain

drainage holes in Snow Berms as necessary to obtain surface drainage and without discharge on erodible fills.

x. Subgrade. Top surface of Roadbed upon which Base Course or Surface Course is constructed. For roads without Base Course or Surface Course, that portion of Roadbed prepared as the finished wearing surface.

y. Surface Course. The Material placed on Base Course or Subgrade primarily to resist abrasion and the effects of climate. Surface Course may be referred to as surfacing.

z. Surface Treatment Plan. A table which lists the roads and surface treatments to be applied.

aa. Traveled Way. That portion of Roadway, excluding Shoulders, used for the movement of vehicles.

bb. Turnouts. That portion of the Traveled Way constructed as additional width on single lane roads to allow for safe passing of vehicles.

cc. Water Source. A location designated on the private property for acquiring water for road maintenance purposes.

dd. Water bar. A dip in the Roadbed which intercepts surface runoff and diverts the water off the Roadway. A water bar is not designed to be traversable by logging trucks.

SPECIFICATION 2 - DITCH CLEANING

DESCRIPTION Ditch cleaning is removing and disposing of all Slough Material from Roadway ditches to provide a free-draining waterway.

REQUIREMENTS

- a. Ditch cleaning shall be repeated during the year as often as necessary to facilitate proper drainage.
- b. All Slough Material or other debris which might obstruct water flow in the Roadway ditch shall be removed. Material removed from the ditch, if suitable, may be blended into existing native road surface or Shoulder or placed in designated Berms in conjunction with Surface Blading operations. Material removed from ditches that is not by Agreement blended into existing roads or placed in Berms shall be loaded and hauled to the disposal site designated by the Forest Service.
- c. Roadway backslope or Berm shall not be undercut.
- d. Keep drainage channels and culverts clear of debris and functioning as intended

SPECIFICATION 3 - SURFACE BLADING

DESCRIPTION Surface blading is keeping a native or aggregate Roadbed in a condition to facilitate traffic and provide proper drainage. It includes maintaining the Crown, Inslope or Outslope of the Traveled Way, Turnouts, and Shoulder; repairing Berms; blending approach road intersections; cleaning bridge decks, Drainage Dips, Lead-off Ditches; repairing or replacing culverts; repairing fills and sunken grades as needed; and removing fallen timber and other obstructions, overhanging brush or brush obstructing road sight distances.

REQUIREMENTS

- a. Holder shall coordinate with all Utility Companies for repair and replacement of all underground powerlines damaged by blading operations.
- b. Surface blading shall be performed before, during, and after Holder's use as often as necessary to facilitate traffic and proper drainage.
- c. The surface blading shall preserve the existing cross-section. Surface irregularities shall be eliminated and the surface left in a free-draining state and to smoothness needed to facilitate traffic. Surface Material which has been displaced to the Shoulders or Turnouts shall be returned to the Traveled Way. The blading operation shall be conducted to prevent the loss of surface Material and to provide for a thorough mixing of the Material being worked.
- d. Water, taken from private Water Sources, shall be applied during blading if sufficient moisture is not present to cut, mix, or compact the surface Material.
- e. On native surfaced roads, Material generated from backslope sloughing, and ditch cleaning may be blended with the surface Material being worked. On aggregate surfaced roads this Material shall not be blended with Surface or Base Course Material unless agreed otherwise.
- f. Roadway backslopes or Berms shall not be undercut, nor shall new Berms be established unless agreed otherwise. Berms shall be repaired by placing Material, as needed to restore the Berm, to reasonably blend with existing line, grade, and cross-section.
- g. Drainage Dips and Lead-off Ditches shall be cleaned and maintained to reasonably blend with existing line, grade, and cross-section.
- h. Intersecting roads shall be bladed for a distance of 50 feet to assure proper blending of the two riding surfaces.
- i. Rocks or other Material remaining on the Traveled Way after the final pass that are larger than 4 inches in diameter or are larger than the maximum size of imported surfacing shall be removed from the Traveled Way. Unless otherwise designated by the Forest Service, the

oversized Material shall be disposed of by sidecasting. Sidecasting into streams, lakes, or water courses will not be permitted.

j. Material resulting from work under this specification shall not remain on or in structures, such as Culverts, overside drains cattleguards, ditches, Drainage Dips, and the like.

k. Material resulting from work under this specification, plus any accumulated debris, shall be removed from bridge decks and the deck drains opened.

SPECIFICATION 4 - SNOW REMOVAL

Snow removal shall be conducted in a manner that protects roads, ensures safe and efficient transportation of materials, and prevents erosion damage to roads, streams, and adjacent National Forest System lands.

The Holder is authorized to perform snow removal and shall be responsible for:

- a. Compliance with all county regulations regarding snowplowing near Pennington County or State of South Dakota roads.
- b. Remove snow from the entire width of the Traveled Way and Turnouts.
- c. Remove all debris, except snow and ice from the Traveled Way and ditches and deposited away from stream channels at agreed upon locations.
- d. Remove snow slides, earth slides, fallen timber, and boulders that obstruct the Traveled Way.
- e. Remove snow, ice, and debris from ditches and culverts so that the drainage system will function efficiently at all times.
- f. Cut banks shall not be undercut, nor shall gravel or other surfacing material be bladed off the road.
- g. Equipment used to plow snow shall be equipped with shoes or runners to keep the blade a minimum of two inches above the Traveled Way and Turnouts unless other written approval is obtained.
- h. Restore and replacement of Surface Course and for any damage to Traveled Way resulting from snow removal in a timely manner.

The Holder shall not:

- a. Undercut constructed slopes or remove gravel or other surfacing material from the road surface.

- b. Leave snow berms on the road surface. Berms on the shoulder of the road shall be removed or drainage holes shall be opened and maintained. Drainage holes shall be spaced as necessary to obtain satisfactory surface drainage without discharge on erodible fills.
- c. Use equipment with cleats or other tracks to plow snow without prior written approval of the responsible official.

Exhibit C

Construction Stipulation

This Construction Stipulation, by and between **Iris Metals Inc.**, hereinafter referred to as the Holder, and the USDA Forest Service, acting by and through its authorized representative, hereinafter referred to as the Forest Service.

Whereas, the Holder has been issued a FLPMA Forest Road Special Use Permit for the use and occupancy of National Forest System lands for the use and maintenance of a road, and such authorization requires that all construction conform with approved plans, specifications, and stipulations.

Prior to the start of construction, the Holder shall submit for approval by the Forest Service road construction plans and profile sheets/drawings signed by a State Registered Professional Engineer for all portions of the road that require construction and/or realignment.

All construction/reconstruction work will need to be scheduled and completed within one (1) year from the issue date of the Forest Road Special Use Permit, unless a revised date is requested and approved by the Forest Supervisor.

Now, therefore, the Holder agrees to the following terms and conditions, and the Forest Service hereby authorizes the construction to proceed in accordance with these terms and conditions.

1. Construction/reconstruction of the road shall be in accordance with the plans and specifications set forth in **Exhibit D**, attached hereto and made a part hereof.

2. The Forest Service may suspend all or any part of the construction/reconstruction activities upon breach of any of the conditions herein.

Prior to suspension, revocation, or termination, the Forest Service shall give the Holder written notice of the grounds for such action and reasonable time to cure any noncompliance. However, the Forest Service may require immediate temporary suspension of all or any part of the activities when the Forest Service determines it is necessary to protect the public health, safety, or the environment. If requested by the Holder, the superior to the officer ordering the suspension, revocation, or termination shall arrange within 10 days of the request for an on-the-ground review of the conditions with the Holder. The superior shall affirm, modify, or cancel the temporary suspension as soon after the review as possible.

3. The Holder shall cut only timber as necessary in clearing for road construction, reconstruction, and maintenance. The Holder is responsible to pay for the timber at current market rates and for the removal of the timber from the Black Hills National Forest.

4. The Holder shall do everything reasonably within its power to prevent forest fires and shall not dispose of material by burning in open fires during the closed season established by law or regulation without a written permit from the Forest Service.

5. The Holder shall repair fully all damage to National Forest System Roads and trails caused by the Holder in exercise of the privileges granted.

6. The Holder shall be responsible for the prevention and control of soil erosion and gullyng in the construction area and adjacent areas and shall take such preventative measures as are necessary to repair and revegetate damaged areas and to prevent future damage.

7. The Holder shall purchase and revegetate all ground distrubed areas with a certified weed free and native seed mix as recommended by the Forest Service District Staff.

8. The Holder will responsible for noxious weed and invasive weed treatment on all ground disturbed areas for 3 to 5 years after road construction. The Forest Service District Staff will recommend the type of chemicals for the species to be controlled. The Holder will provide a spray information sheet, provided by the Forest Service District Staff, to be filled out by the Holder or person doing the treatment and turned in to the Forest Service District Staff for processing.

9. The Holder shall protect scenic and esthetic values in the construction area.

10. The Holder shall take reasonable precautions to protect all public land survey monuments and accessories, private property corners, and Forest boundary markers. In the event that any such land markers or monuments are damaged or destroyed, the Holder shall reestablish or reference the corner in accordance with directions and procedures to be furnished by the Forest Service.

11. The Holder shall maintain a muffler or spark arrester satisfactory to the Forest Service on the exhaust systems of all trucks and tractors or other internal combustion engines used in connection with this project.

12. The Holder shall equip each gasoline powersaw at all times with a spark-arresting muffler, in good working condition and adapted to that machine. During periods of dangerous fire weather, as determined by the Forest Service, the Holder must transport and keep with each powersaw at all times such fire tools and portable extinguishers as specified and to take other precautionary measures as may be required by the Forest Service.

Exhibit D

Plans and Specifications

Roads on Forest Service System lands in the Black Hills National Forest shall be designed using standards established in the Forest Service Handbook (FSH 7709) Road Pre-construction Handbook, Chapter 4 – Design and Forest Service Handbook 2709.12, Chapter 40, Supplement Number: R2-BH-2709.12-2005-2.

The following items summarize a general set of design standards for roads with twelve and twenty-four foot traveled ways. They are neither complete nor comprehensive. Variations in the design criteria for a particular area may necessitate deviations from these standards.

1. The width of the traveled way shall be 12 feet for single lane roads and 24 feet for double lane roads.
2. Turnouts shall be constructed on single lane roads to provide user convenience and safety and to maintain user speed. Spacing will depend on the relative importance of convenience, safety, and user speed. A maximum spacing of 1,000 feet is required for a small amount of mixed traffic at speeds up to 20 mph. They should be located on the outside of cuts, such as the outside of a curve around a point of a ridge; the low side of fills, such as the upper side of curves across ravines; or at the run out point between through cuts and fills, and preferably on the side of the unloaded vehicle. The turnouts should be at least 8 feet wide, 75 feet in length, with 50 foot transitions.
3. Turnarounds should be provided at or near the end of single-lane roads, at points where Traffic Service Levels or road standards change, and at management closure points, such as gates and barricades. Resource management objectives may require additional turnarounds for fire staging, maintenance, and other access needs. Their size should consider both critical and design vehicles.
4. Curves shall be widened to provide for the off-tracking of tractor-trailer vehicles and for some light vehicle-trailer combinations. Curve widening for critical vehicles should be provided by the use of other road elements, if planned, such as turnouts and shoulders. Provide widening if the needed width is not available. The critical vehicle should be accommodated in its normal traveling configuration. Curve widening should be provided in each lane of double lane roads.
5. The minimum unobstructed vertical clearance above the driving surface shall be 14 feet. The desirable minimum unobstructed horizontal clearance from the edge of the traveled way to obstructions is 4 feet.
6. Slough (fill) widening is required to provide added width to the roadbed during construction so that the intended traveled-way width remains stable after erosion and minor sloughing have occurred.

Adequate materials investigation, compaction control, and proper erosion control techniques can eliminate or reduce the need for slough widening. No slough widening would be required in soils with low erosion potential, controlled compaction, slopes 2:1 or flatter, low embankments (less than 5 feet), and low risk involved in the loss of embankment. Two feet of widening may be required in situations with highly erosive material, no compaction, high precipitation, slopes 1-1/2:1 or steeper and high risk involved in the loss of embankment.

7. The minimum clearing widths shall be 4 feet from the edge of the traveled way.
8. Sight distances shall be evaluated when designing crest and sag vertical curves, horizontal curves, intersections, and passing areas. On single-lane roads carrying traffic in both directions, provide a minimum sight distance equal to twice the stopping sight distance for the design speed.

Provide sight distance on two-lane and one-way single-lane roads equal to or greater than the stopping sight distance. If the sight distances required by the design speed cannot be provided, reduce the design speed or include traffic controls.

9. The horizontal radius of curves should be determined using the relationship of speed, radius of curvature, super-elevation rate, and the side slipping friction factor. In no case should the horizontal radius be less than 50 feet.
10. The vertical radius of curves should be determined taking into account safety and the effects on the environment and using relationships between the design speed, sight distance, the length of the vertical curve, and the algebraic difference in grades (percent). Sight distance requirements must be met. Avoid placing a sharp vertical curve at the same location as a horizontal curve. Avoid extremely short vertical curves. In no case should the length of a vertical curve be less than 50 feet. Avoid vertical curves that reduce ground clearance under the vehicle by more than 50 percent.
11. Vertical grades should not be less than 1 percent, nor greater than 12 percent. Vertical grade transitions are to be smooth.
12. When locating intersections, the sight distance along the main road as viewed from the main road or from the intersecting road should be at least equal to the stopping sight distance for the design speed of the main road. The smallest angle formed by the intersection roads should not be less than 60 degrees. Right angle intersections are desirable. The grade of the intersecting road approaching the main road should be 6 percent or less. The grade of the intersection road should be approximately 1 percent for a length sufficient to accommodate the stopping and storage of the design vehicle. If the intersection is with a State, or County Highway, an approach permit from the affected agency will be required prior to beginning construction.
13. A road surface drainage system shall be designed using a combination of design elements such as ditches, culverts, drainage dips, surface crowns, surface in-slope and out-slope,

fords, subsurface drains, and bridges. Surface crowns shall be 2 percent or greater. In-slopes and out-slopes shall be at 3 percent or greater.

14. Culverts shall be sized and spaced after analyzing the expected runoff from the respective drainage area. In no case shall culverts be less than 18 inches in diameter. The spacing of culverts depends on the road gradient, road surface and ditch soil types, runoff characteristics, and the effect of water concentrations on slopes below the road. They shall be skewed to align with the drainage when practical.
15. Ditches shall be used when required by topography, hydrology, soils and alignment considerations. The gradient shall be no flatter the one-half percent. It is desired that ditch in-slopes be 3:1 although slopes can increase to 2:1 if necessary. Leadoff ditches, intercept ditches and outlet ditches should be incorporated as appropriate.
16. Rolling dips shall be incorporated into the road surface design when surface crowning, in-sloping, and out-sloping are not adequate to remove water from the road surface efficiently. There should be space to discharge runoff before runoff can significantly accumulate. Rolling dips should not be used when road gradients exceed 10 percent.
17. Wetlands should be avoided. If it is necessary to cross a wetland, it is important to design the crossing properly to protect the resources that are sensitive to unnatural fluctuations in water level.

Marshy and swampy terrain may contain bodies of water with no discernible current. Designing culverts for roads crossing marshy and swampy terrain require some unique considerations.
18. When determining road location and design, include measures necessary to avoid or mitigate erosion from unstable soil areas, as well as provide needed structural or vegetative treatments. Identify cost-effective measures necessary to control erosion, protect lands and resources, incorporate these measures into the drawings and specifications and make them a part of the initial construction.
19. Provide aggregate surfacing for roads if traffic & management or resource protection considerations warrant. Design criteria that result in the determination that a two lane road is necessary will generally result in requirements for aggregate surfacing. Aggregate should be applied to a depth of 4 inches and the aggregate should conform to the Forest Service Grading Q specification (one-inch minus).
20. Cattle guards shall be at least 16 feet wide for single lane roads and 24 feet for two lane roads.
21. Initiate revegetation as soon as possible, not to exceed six months, after termination of ground-disturbing activities. All ground disturbed areas shall be seeded. Use certified noxious weed-free seed and mulch. Seed will be tested for noxious weeds at the time of purchase. All species of seed shall be certified and tested noxious weed free including no

cheat grass. All seed shall be Pure Live Seed (PLS). **Iris Metals Inc.**, shall be responsible for sampling and testing and all costs associated with the testing at the SDSU Seed Testing Lab in Brookings, SD. All test results shall be mailed to the BHNH Hell Canyon Ranger District office. If seed tests for a given lot fail, none of that lot will be allowed to be used on the Forest. Permission to seed shall be given by the Forest Service.

All ground disturbed areas will be seeded with the following certified-free, pure live seed mix:

Species	High Elevation - Mid Zone
annual rye (<i>Lolium multiflorum</i>)	30%
slender wheatgrass (<i>Elymus trachycaulus</i>)	25%
prairie junegrass (<i>Koeleria macrantha</i>)	
western wheatgrass (<i>Pascopyrum smithii</i>)	
Canada wildrye (<i>Elymus canadensis</i>)	10%
Canby bluegrass (<i>Poa canbyi</i>)	10%
green needlegrass (<i>Nassella viridula</i>)	20%
American vetch (<i>Vicia americana</i>) or purple prairie clover (<i>Dalea purpurea</i>)	5%

Please note:

- All seed should be certified weed-free, pure live seed.
- Seed at the rate of 20 pounds per acre.
- **Non-native species may not be used**, unless they are non-aggressive annuals (e.g. wheat, oats, rye) or sterile species may be used while native perennials are becoming established or when native species are not available (e.g. during drought years or years when wildfires burn large acreages). Other aggressive non-native perennials (e.g. smooth brome, timothy) will not be used. Weed-free alfalfa seed may be used only when native legume seed is not available and only when there is extensive disturbance associated with road construction or mine reclamation where topsoil is no longer available.

RECEIVED

SEP 06 2024

Auth ID: CEM712
Contact Name: IRIS METALS INC
Expiration Date: 12/31/2043
Use Code: 753

MINERALS & MINING PROGRAM
FS-2700-4c (09/2020)
OMB No. 0596-0082

**U.S. DEPARTMENT OF AGRICULTURE
FOREST SERVICE**

**PRIVATE ROAD SPECIAL USE PERMIT
AUTHORITY:**

FEDERAL LAND POLICY AND MGMT ACT, AS AMENDED October 21, 1976

IRIS METALS INC of 25497 FLYNN CREEK ROAD, ATTN NATHAN CHOWNING, CUSTER, SD 57730 (the holder) is authorized to use the following described private road (private road) in the **BLACK HILLS NATIONAL FOREST** to access private property for commercial or noncommercial purposes, subject to the terms of this special use permit (permit).

The private road is located on National Forest System lands in the County of Pennington, State of South Dakota, is 20 feet wide and 623 feet long, and covers approximately .1 acres in the **Section 16, Township 2 South, Range 6 East, BLACK HILLS MERIDIAN**, ("the permit area"), for the purpose of:

Motorized use, maintenance, and snow removal on an existing non-system road to access private property, described as Gold Star Lode Mineral Survey No. 1532, located in Black Hills Meridian, Pennington County, SD, Township 2 South, Range 6 East, Section 9, as shown on the map attached as **Exhibit A**.

This permit covers a width of 20 feet wide by 623 feet in length, with additional width as required to accommodate and protect cuts and fills. This and any other appendices are hereby incorporated into this permit.

Exhibit B: Operations and Maintenance Plan

Exhibit C: Construction Stipulation

Exhibit D: Plans and Specifications

I. GENERAL TERMS

A. AUTHORITY. This permit is issued pursuant to Title V of the Federal Land Policy and Management Act, 43 U.S.C. 1761-1772, and 36 CFR Part 251, Subpart B, as amended, and is subject to their provisions.

B. AUTHORIZED OFFICER. The authorized officer is the Forest or Grassland Supervisor, a District Ranger, or the Station, Institute, or Area Director with delegated authority pursuant to Forest Service Manual 2700.

C. TERM. This permit shall expire at midnight on **12/31/2043**. Expiration of this permit shall not require notice, a decision document, or any environmental analysis or other documentation.

D. CONTINUATION OF USE AND OCCUPANCY. This permit is not renewable. Prior to expiration of this permit, the holder may apply for a new permit for the use and occupancy authorized by this permit. Applications for a new permit must be submitted at least 6 months prior to expiration of this permit. Issuance of a new permit is at the sole discretion of the authorized officer. At a minimum, before issuing a new permit,

the authorized officer shall ensure that (1) the use and occupancy to be authorized by the new permit are consistent with the standards and guidelines in the applicable land management plan; (2) the type of use and occupancy to be authorized by the new permit is the same as the type of use and occupancy authorized by this permit; and (3) the holder is in compliance with all the terms of this permit. The authorized officer may prescribe new terms when a new permit is issued.

E. AMENDMENT. This permit may be amended in whole or in part by the Forest Service when, at the discretion of the authorized officer, such action is deemed necessary or desirable to incorporate new terms that may be required by law, regulation, directive, the applicable land management plan, or projects and activities implementing the land management plan pursuant to 36 CFR Part 218.

F. COMPLIANCE WITH LAWS, REGULATIONS, AND OTHER LEGAL REQUIREMENTS. In exercising the rights and privileges granted by this permit, the holder shall comply with all present and future federal laws and regulations and all present and future state, county, and municipal laws, regulations, and other legal requirements that apply to the permit area, to the extent they do not conflict with federal law, regulation, or policy. The Forest Service assumes no responsibility for enforcing laws, regulations, and other legal requirements that fall under the jurisdiction of other governmental entities.

G. NON-EXCLUSIVE USE. The use or occupancy authorized by this permit is not exclusive. The Forest Service reserves the right to use or cross upon, over, or under the private road and authorize others to use or cross upon, over, or under the private road in any way that is not inconsistent with the holder's rights and privileges under this permit, after consultation with all parties involved, provided that:

(a) When the Forest Service uses the private road for commercial hauling, other than removal of timber cut during construction or maintenance of the private road or other occasional incidental use, the Forest Service shall pay or perform its pro-rata share of maintenance and construction costs of the private road; and

(b) The Forest Service shall require users to pay the holder or perform their pro-rata share of the current replacement cost of the private road, less depreciation, to reconstruct the private road as necessary to accommodate their use and perform road maintenance commensurate with their use.

The Forest Service reserves the right of access to the permit area, including a continuing right of physical entry to the permit area for inspection, monitoring, or any other purpose consistent with any right or obligation of the United States under any law or regulation, including ensuring compliance with the terms of this permit. The Forest Service reserves the right to relocate the private road to the extent necessary to accommodate the management needs of the National Forest System. The centerline of this permit shall shift to follow the centerline of the relocated private road and shall be accepted as the new centerline of this permit. Except for any restrictions that the holder and the authorized officer agree are necessary to protect the installation and operation of authorized temporary improvements, the lands and waters covered by this permit shall remain open to the public for all lawful purposes.

H. ASSIGNABILITY. This permit is not assignable or transferable.

I. TRANSFER OF TITLE TO THE IMPROVEMENTS

1. **Notification of Transfer.** The holder shall notify the authorized officer when a transfer of title to the private property accessed by the private road is planned.

2. **Transfer of Title.** Any transfer of title to the private property accessed by the private road shall result in termination of this permit. The party who acquires title to the private property must submit an application for a permit. The Forest Service is not obligated to issue a new permit to the party who acquires title to the private

property accessed by the private road. The authorized officer shall determine that the applicant meets requirements under applicable federal regulations.

II. IMPROVEMENTS

A. LIMITATIONS ON USE. Nothing in this permit gives or implies permission to build or maintain any structure or facility or to conduct any activity unless specifically provided for in this permit. Any use not specifically authorized by this permit must be proposed in accordance with 36 CFR 251.54 or 251.61. Approval of such a proposed use through issuance of a new permit or permit amendment is at the sole discretion of the authorized officer.

B. DRAWINGS. All drawings for construction or reconstruction of the private road, as well as revisions to those drawings, must be prepared by a professional engineer, architect, landscape architect, or other qualified professional acceptable to the authorized officer. These drawings and drawing revisions must have written approval from the authorized officer before they are implemented. The authorized officer may require the holder to furnish as-built drawings, maps, or surveys upon completion of the work.

C. RELOCATION. This permit is issued with the express understanding that should future location of federally owned improvements or road rights-of-way require relocation of the private road, the relocation will be conducted by and at the expense of the holder within a reasonable period specified by the authorized officer.

III. OPERATIONS

A. OPERATING PLAN. The holder shall prepare by N/A an operating plan and shall revise it as needed to address changes in operations. The operating plan and any revisions to the operating plan shall be prepared in consultation with the authorized officer or the authorized officer's designated representative and shall cover such items as snow removal, road maintenance, commercial hauling, dust abatement, a traffic control plan, and the names of the holder's employees, contractors, and subcontractors who will use the private road on behalf of the holder under this permit. The operating plan shall be submitted by the holder and approved by the authorized officer or the authorized officer's designated representative prior to commencement of operations under this permit and shall be attached to this permit as **Appendix B**.

B. USE OF THE PRIVATE ROAD. The holder shall have the right to use the private road without cost, other than the consideration provided for in this permit, for all purposes deemed necessary or desirable by the holder in connection with the protection, administration, management, and utilization of the holder's lands and other property.

C. HOLDER'S RESPONSIBILITY FOR ROAD MAINTENANCE. Any road maintenance performed by the holder shall be authorized by and shall be conducted in accordance with a maintenance plan approved in writing by the authorized officer. Maintenance, construction, or reconstruction of the private road to accommodate the holder's needs must have prior written approval from the authorized officer and shall be performed at the holder's expense.

D. RESOURCE PROTECTION DURING ROAD MAINTENANCE. The holder shall conduct any maintenance of the private road so as to avoid damaging adjacent National Forest System lands. The holder shall construct and maintain lead-off drainage and water barriers as necessary to prevent erosion.

E. CUTTING, DISPOSAL, AND PLANTING OF VEGETATION. This permit does not authorize the cutting of trees, brush, shrubs, and other plants ("vegetation"). Vegetation may be cut, destroyed, or trimmed only after the authorized officer or the authorized officer's designated representative has approved in writing

and marked or otherwise identified what may be cut, destroyed, or trimmed. The holder shall notify the authorized officer when approved cutting, destruction, or trimming of vegetation has been completed. The Forest Service shall determine in advance of felling the method of disposal of trees felled in the permit area that meet utilization standards. Disposal may be by sale or without charge per 36 CFR Part 223, as may be most advantageous to the United States. Debris from felling that does not meet utilization standards shall also be disposed of according to methods determined by the Forest Service. Planting of vegetation in the permit area must have prior written approval from the authorized officer.

F. PESTICIDE USE

1. **Authorized Officer Concurrence.** Pesticides may not be used in the permit area to control pests, including undesirable woody and herbaceous vegetation (including aquatic plants), insects, birds, rodents, or fish without prior written concurrence of the authorized officer. Only those products registered or otherwise authorized by the U.S. Environmental Protection Agency and appropriate State authority for the specific purpose planned shall be authorized for use within areas on National Forest System lands.

2. **Pesticide-Use Proposal.** Requests for concurrence of any planned uses of pesticides shall be provided in advance using the Pesticide-Use Proposal (form FS-2100-2). Annually the holder shall, on the due date established by the authorized officer, submit requests for any new, or continued, pesticide usage. The Pesticide-Use Proposal shall cover a 12-month period of planned use. The Pesticide-Use Proposal shall be submitted at least 60 days in advance of pesticide application. Information essential for review shall be provided in the form specified. Exceptions to this schedule may be allowed, subject to emergency request and approval, only when unexpected outbreaks of pests require control measures which were not anticipated at the time a Pesticide-Use Proposal was submitted.

3. **Safety Plan.** Before applying pesticides in the permit area, the holder shall submit to the authorized officer a safety plan that includes, at a minimum, a precise statement of the treatment objectives; a description of equipment, materials, and supplies to be used, including pesticide formulation, quantities, and application methods; a description of the lines of responsibility for project planning, project monitoring, and after-action review; a description of any necessary interagency coordination; a copy of the current Pesticide-Use Proposal for the permit; a description of the process by which treatment effectiveness will be determined; and a spill plan, communications plan, security plan, and, when required by applicable local requirements, a provision for prior notification to sensitive individuals.

4. **Reporting.** By September 30th annually, the holder shall submit to the authorized officer a written report of each pesticide application project completed during the previous 12-month period. The report shall contain information pertaining to the pesticide application projects as requested by the authorized officer.

5. **Labeling, Laws, and Regulations.** Label instructions and all applicable laws and regulations shall be strictly followed in the application of pesticides and disposal of excess materials and containers. No pesticide waste, excess materials, or containers shall be disposed of in any area administered by the Forest Service.

G. MONITORING BY THE FOREST SERVICE. The Forest Service shall monitor the holder's operations and reserves the right to inspect the permit area and authorized facilities and improvements at any time for compliance with the terms of this permit. The holder shall comply with inspection requirements deemed appropriate by the authorized officer. The holder's obligations under this permit are not contingent upon any duty of the Forest Service to inspect the permit area or authorized facilities or improvements. A failure by the Forest Service or other governmental officials to inspect is not a justification for noncompliance with any of the terms of this permit.

IV. RIGHTS AND LIABILITIES

A. VALID EXISTING RIGHTS. This permit is subject to all valid existing rights. Valid existing rights include those derived from mining and mineral leasing laws of the United States. The Forest Service is not liable to the holder for the exercise of any such right.

B. ABSENCE OF THIRD-PARTY BENEFICIARY RIGHTS. The parties to this permit do not intend to confer any rights on any third party as a beneficiary under this permit.

C. NO WARRANTY OF ACCESS, SITE SUITABILITY, OR SERVICES. This permit authorizes the use and occupancy of National Forest System lands for the purposes identified in this permit. The Forest Service does not make any express or implied warranty of access to the permit area, of the suitability of the permit area for the authorized uses, or for the furnishing of road or trail maintenance, other than as expressly provided for in this permit; water; fire protection services; search and rescue services; or any other services by a government agency, utility, association, or individual.

D. RISK OF LOSS. The holder assumes all risk of loss of use and occupancy of the permit area, in whole or in part, due to public health and safety or environmental hazards. Loss of use and occupancy of the permit area may result from but is not limited to theft, vandalism, fire and any fire-fighting activities (including prescribed burns), environmental contamination, avalanches, rising waters, winds, falling limbs or trees, and other forces of nature. If the authorized officer determines that any portions of the permit area cannot be safely occupied due to a public health or safety or environmental hazard, this permit shall terminate as to those portions of the permit area. Termination under this clause shall not give rise to any claim for damages, including lost profits, by the holder against the Forest Service.

E. DAMAGE TO UNITED STATES PROPERTY. The holder has an affirmative duty to protect from damage the land, property, and other interests of the United States that are associated with the use and occupancy authorized by this permit. Damage includes but is not limited to destruction of or damage to National Forest System lands, fire suppression costs, and destruction of or damage to federally owned improvements.

1. The holder shall be liable for all injury, loss, or damage, including fire suppression costs, prevention and control of the spread of invasive species, and the costs of rehabilitation or restoration of natural resources, resulting from the holder's use and occupancy of the permit area. Compensation shall include but not be limited to the value of resources damaged or destroyed, the costs of restoration, cleanup, or other mitigation, fire suppression or other types of abatement costs, and all administrative, legal (including attorney's fees), and other costs.

2. The holder shall be liable for damage to all roads and trails of the United States caused by use of the holder or the holder's heirs, assignees, agents, employees, or contractors to the same extent as provided under clause IV.E.1, except that liability shall not include reasonable and ordinary wear and tear.

F. ENVIRONMENTAL PROTECTION

1. **Compliance with Environmental Laws.** The holder shall in connection with the use and occupancy authorized by this permit comply with all applicable federal, state, and local environmental laws and regulations, including but not limited to those established pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, 42 U.S.C. 9601 et seq., the Resource Conservation and Recovery Act, as amended, 42 U.S.C. 6901 et seq., the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq., the Oil Pollution Act, as amended, 33 U.S.C. 2701 et seq., the Clean Air Act, as amended, 42 U.S.C. 7401 et seq., the Toxic Substances Control Act, as amended, 15 U.S.C. 2601 et seq., the Federal Insecticide, Fungicide, and Rodenticide Act, as amended, 7 U.S.C. 136 et seq., and the

Safe Drinking Water Act, as amended, 42 U.S.C. 300f et seq.

2. **Definition of Hazardous Material.** For purposes of clause IV.F, "hazardous material" shall mean (a) any hazardous substance under section 101(14) of CERCLA, 42 U.S.C. 9601(14); (b) any pollutant or contaminant under section 101(33) of CERCLA, 42 U.S.C. 9601(33); (c) any petroleum product or its derivative, including fuel oil, and waste oils; and (d) any hazardous substance, extremely hazardous substance, toxic substance, hazardous waste, ignitable, reactive or corrosive materials, pollutant, contaminant, element, compound, mixture, solution or substance that may pose a present or potential hazard to human health or the environment under any applicable environmental laws.

3. **Oil Discharges and Release of Hazardous Materials.** The holder shall immediately notify all appropriate response authorities, including the National Response Center and the authorized officer or the authorized officer's designated representative, of any oil discharge or of the release of a hazardous material in the permit area in an amount greater than or equal to its reportable quantity, in accordance with 33 CFR Part 153 and 40 CFR Part 302. For the purposes of this requirement, "oil" is as defined by section 311(a)(1) of the Clean Water Act, 33 U.S.C. 1321(a)(1). The holder shall immediately notify the authorized officer or the authorized officer's designated representative of any release or threatened release of any hazardous material in or near the permit area which may be harmful to public health or welfare or which may adversely affect natural resources on federal lands.

4. **Remediation of Release of Hazardous Materials.** The holder shall remediate any release, threat of release, or discharge of hazardous materials that occurs in connection with the holder's activities in the permit area, including activities conducted by the holder's agents, employees, or contractors and regardless of whether those activities are authorized under this permit. The holder shall perform remediation in accordance with applicable law immediately upon discovery of the release, threat of release, or discharge of hazardous materials. The holder shall perform the remediation to the satisfaction of the authorized officer and at no expense to the United States. Upon revocation or termination of this permit, the holder shall deliver the permit area to the Forest Service in compliance with all applicable laws and regulations and free and clear of contamination.

G. INDEMNIFICATION OF THE UNITED STATES. The holder shall indemnify, defend, and hold harmless the United States for any costs, damages, claims, liabilities, and judgments arising from past, present, and future acts or omissions of the holder in connection with the use and occupancy authorized by this permit. This indemnification and hold harmless provision includes but is not limited to acts and omissions of the holder or the holder's heirs, assignees, agents, employees, contractors, or lessees in connection with the use and occupancy authorized by this permit which result in (1) violations of any laws and regulations which are now or which may in the future become applicable; (2) judgments, claims, demands, penalties, or fees assessed against the United States; (3) costs, expenses, and damages incurred by the United States; or (4) the release or threatened release of any hazardous material into the environment. The authorized officer may prescribe terms that allow the holder to replace, repair, restore, or otherwise undertake necessary curative actions to mitigate damages in addition to or as an alternative to monetary indemnification.

V. LAND USE FEE AND DEBT COLLECTION

A. **LAND USE FEE.** Per 42 U.S.C. 15925, the holder shall pay in advance an annual land use fee as determined in accordance with the Per Acre Rent Schedule established by 43 CFR 2806.20. The initial annual land use fee shall be prorated if less than 6 months in the calendar year remain on the date this permit is issued. Otherwise, the holder shall pay the entire initial annual land use fee.

B. LAND USE FEE PAYMENTS

1. **Crediting of Payments.** Payments shall be credited on the date received by the deposit facility, except that if a payment is received on a non-workday, the payment shall not be credited until the next workday.

2. **Disputed Land Use Fees.** Land use fees are due and payable by the due date. Disputed land use fees, other than land use fees recalculated pursuant to an audit, must be paid in full. Adjustments will be made if dictated by an administrative appeal decision, a court decision, or settlement terms.

3. **Late Payments**

(a) **Interest.** Pursuant to 31 U.S.C. 3717 et seq., interest shall be charged on any land use fee not paid within 30 days from the date it became due. The rate of interest assessed shall be the higher of the Prompt Payment Act rate or the rate of the current value of funds to the United States Treasury (i.e., the Treasury tax and loan account rate), as prescribed and published annually or quarterly by the Secretary of the Treasury in the Federal Register and the Treasury Fiscal Requirements Manual Bulletins. Interest on the principal shall accrue from the date the land use fee is due.

(b) **Administrative Costs.** If the account becomes delinquent, administrative costs to cover processing and handling the delinquency shall be assessed.

(c) **Penalties.** A penalty of 6% per annum shall be assessed on the total amount that is more than 90 days delinquent and shall accrue from the same date on which interest charges begin to accrue.

4. **Administrative Offset and Credit Reporting.** Delinquent land use fees and other charges associated with this permit shall be subject to all rights and remedies afforded the United States pursuant to 31 U.S.C. 3711 et seq. and common law. Delinquencies are subject to any or all of the following:

(a) Administrative offset of payments due the holder from the Forest Service.

(b) If in excess of 90 days, referral to the United States Department of the Treasury for appropriate collection action as provided by 31 U.S.C. 3711(g)(1).

(c) Offset by the Secretary of the Treasury of any amount due the holder, as provided by 31 U.S.C. 3720 et seq.

(d) Disclosure to consumer or commercial credit reporting agencies.

VI. REVOCATION, SUSPENSION, AND TERMINATION

A. REVOCATION AND SUSPENSION

1. The authorized officer may revoke or suspend this permit in whole or in part:

(a) For noncompliance with federal, state, or local law;

(b) For noncompliance with the terms of this permit;

(c) For abandonment or other failure of the holder to exercise the privileges granted; or

(d) At the discretion of the authorized officer, for specific and compelling reasons in the public interest.

2. The authorized officer may revoke this permit in its entirety at the request of the holder. Revocation at the request of the holder must be agreed to in writing by the authorized officer. As a condition of revocation of this permit at the request of the holder, the authorized officer has discretion to impose any terms deemed appropriate as provided for in this permit.

3. Prior to revocation or suspension, other than revocation at the request of the holder under clause VI.A.2 and immediate suspension under clause VI.B, the authorized officer shall give the holder written notice of the grounds for revocation or suspension and a reasonable period, typically not to exceed 90 days, to cure any noncompliance.

B. IMMEDIATE SUSPENSION. The authorized officer may immediately suspend this permit in whole or in part when necessary to protect public health or safety or the environment. The suspension decision shall be in writing. The holder may request an onsite review with the authorized officer's superior of the adverse conditions prompting the suspension. The authorized officer's superior shall grant this request within 48 hours. Following the onsite review, the authorized officer's superior shall promptly affirm, modify, or cancel the suspension.

C. APPEALS AND REMEDIES. Written decisions by the authorized officer relating to administration of this permit are subject to administrative appeal pursuant to 36 CFR Part 214, as amended. Revocation or suspension of this permit shall not give rise to any claim for damages by the holder against the Forest Service.

D. TERMINATION. This permit shall terminate when by its terms a fixed or agreed upon condition, event, or time occurs without any action by the authorized officer. Termination of this permit shall not require notice, a decision document, or any environmental analysis or other documentation. Termination of this permit is not subject to administrative appeal and shall not give rise to any claim for damages by the holder against the Forest Service. In addition to termination under clause I.I, this permit shall terminate:

1. Upon expiration;
2. Prior to expiration, at such time when the authorized officer, in consultation with the holder, determines that the private road is no longer needed for access to the holder's lands;
3. If the holder fails to pay land use fees, interest, or any other charges within 90 calendar days of the due date; the holder shall remain responsible for the delinquent charges; or
4. If a subsequent easement is granted by the United States to a public road authority for operation of the private road as a public highway.

E. RIGHTS AND RESPONSIBILITIES UPON REVOCATION OR TERMINATION WITHOUT ISSUANCE OF A NEW PERMIT. Upon revocation of this permit or termination of this permit without issuance of a new permit, the authorized officer, after consultation with other affected agencies, has the discretion to require the holder to sell or remove all structures and improvements in the permit area, except those owned by the United States, within a reasonable period prescribed by the authorized officer and to restore the permit area to the satisfaction of the authorized officer. If the holder fails to sell or remove all structures or improvements in the permit area within the prescribed period, they shall become the property of the United States and may be sold, destroyed, or otherwise disposed of without any liability to the United States. However, the holder shall remain liable for all costs associated with their removal, including costs of sale and impoundment, cleanup, and restoration of the permit area.

F. CONTINUATION OF OBLIGATIONS AND LIABILITIES BEYOND TERMINATION OR REVOCATION. Notwithstanding the termination or revocation of this permit, its terms shall remain in effect

and shall be binding on the holder and the holder's personal representative, successors, and assignees until all the holder's obligations and liabilities accruing before or as a result of termination or revocation of this permit have been satisfied.

VII. MISCELLANEOUS PROVISIONS

A. MEMBERS OF CONGRESS. No member of or delegate to Congress or resident commissioner shall benefit from this permit either directly or indirectly, except to the extent the authorized use provides a general benefit to a corporation.

B. CURRENT ADDRESSES. The authorized officer and the holder shall keep each other informed of current mailing addresses, including those necessary for payment of land use fees.

C. SUPERSEDED AUTHORIZATION. This permit supersedes an authorization designated N/A, dated N/A.

D. SUPERIOR CLAUSES. If there is any conflict between any of the preceding printed clauses and any of the following clauses, the preceding printed clauses shall control.

THIS PERMIT IS ACCEPTED SUBJECT TO ALL ITS TERMS.

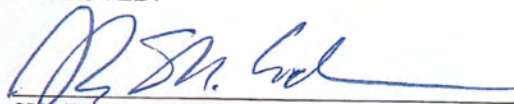
ACCEPTED:


NATHAN CHOWNING
Iris Metals Inc

SIGNATURE

06/03/2024
DATE

APPROVED:


SHAWN COCHRAN
Black Hills National Forest
USDA Forest Service

SIGNATURE

06/05/2024
DATE

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond, to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0082. Response to this collection of information is mandatory. The authority to collect the information is the Organic Administration Act, 16 U.S.C. 551. The time required to complete this information collection is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

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Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

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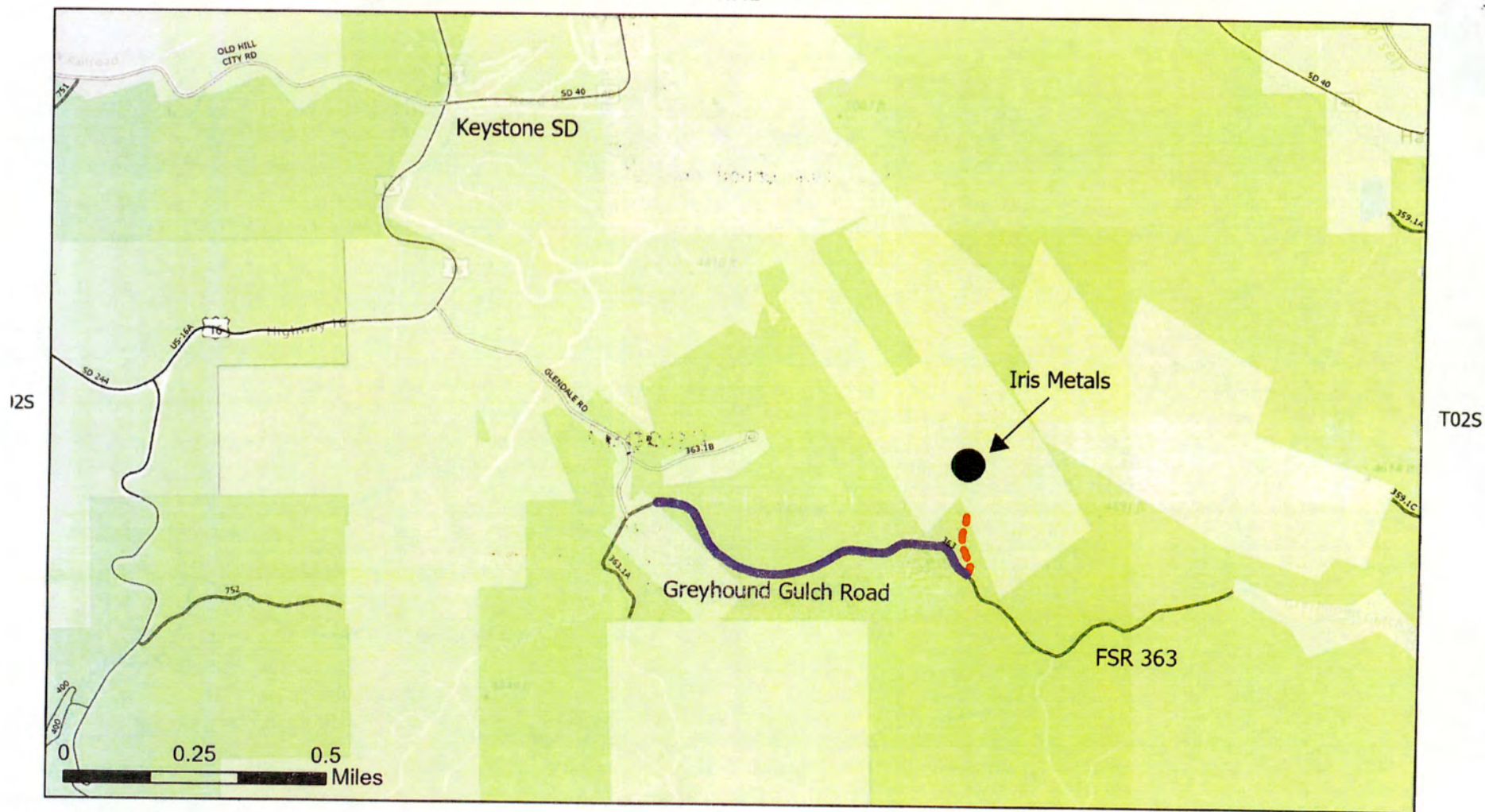
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The Privacy Act of 1974 (5 U.S.C. 552a) and the Freedom of Information Act (5 U.S.C. 552) govern the confidentiality to be provided for information received by the Forest Service.



Appendix A

CEM712 - Iris Metals Inc. Special Use Authorization Black Hills National Forest - Hell Canyon Ranger District R06E



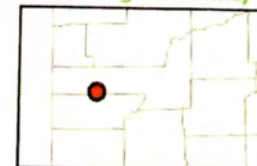
Name: Iris Metals
Authorization ID: CEM712
Primary Use Code: 753
Use Code Name: Private Road
Authority: FLPMA
Expiration Date: 12/31/2043
Appendix: A
Legal Description: T02SR06E Sec 16

Legend

- National Forest
- Non National Forest
- Pvt_Road_IrisMetals
- IrisMetalsIncRoadMaintenance



South Dakota
Pennington County



User: edwarddavis
Date Exported: 5/22/2024 1:06 PM

Exhibit B

Operation and Maintenance Plan

Holder is hereby authorized to maintain, use, and remove snow from the existing FLPMA Private Road Special Use Permit area that crosses National Forest System lands as described in Exhibit A, and located in **Black Hills Meridian, Pennington County, South Dakota, Township 2 South, Range 6 East, Section 16.**

Nothing shall be construed to imply permission to do anything but maintain and remove snow from these roads. Any structures on National Forest System lands require specific approval and shall include, but are not limited to: culverts, signs, fences, nameplates, mailboxes, and newspaper boxes. Likewise, **this Operations and Maintenance Plan does not authorize exclusive use of the road.**

SPECIFICATION 1 - DEFINITIONS

Wherever the following terms or pronouns are used in Specifications 1 through 4, the intent and meaning shall be interpreted as follows:

a. Agreement. Maintenance projects require a mutually acceptable method to resolve the problems which arise when incompatible situations arise between drawings and specifications and actual conditions on the ground to allow orderly and satisfactory progress of the maintenance. These specifications have been developed in anticipation of those problem areas and have provided that such changes will be by Agreement. It is intended that drawings and specifications will govern unless "on-the-ground" conditions warrant otherwise, when specifications call for "Agreement", "agreed", or "approval" such Agreement or approval shall be promptly confirmed in writing.

b. Annual Road Maintenance Plan. A plan prepared by the Holder for the FLPMA Forest Road area. The plan is an Agreement on maintenance responsibilities to be performed for the coming year.

c. Base Course. Material used to reinforce Subgrade or, placed on Subgrade to distribute wheel loads.

d. Berm. Curb or dike constructed to prevent Roadway runoff water from discharging onto embankment slope.

e. Borrow. Select Material taken from an approved borrow site.

f. Crown, Inslope and Outslope. The cross slope of the Traveled Way to aid in drainage and traffic maneuverability.

g. Culverts. A conduit or passageway under a road, trail, or other obstruction. A culvert differs from a bridge in that it is usually entirely below the elevation of the Traveled Way.

- h. Drainage Dip.** A dip in the Traveled Way which intercepts surface runoff and diverts the water off the Traveled Way. A Drainage Dip does not block the movement of traffic.
- i. Drainage Structures.** Manufactured structures which control the runoff of water from the Roadway including inslope, overside drains, aprons, flumes, downdrains, downpipes, and the like.
- j. Dust Abatement Plan.** A table which lists the road, dust palliative, application rates, and estimated number of subsequent applications.
- k. Lead-off Ditches.** A ditch used to transmit water from a Drainage Structure or Drainage Dip outlet to the natural drainage area.
- l. Material.** Any substances specified for use in the performance of the work.
- m. Prehaul Maintenance.** Not applicable
- n. Roadbed.** The portion of a road between the intersection of Subgrade and sideslopes, excluding that portion of the ditch below Subgrade.
- o. Road Maintenance Plan.** A table which shows applicable road maintenance specifications to be performed by Holder
- p. on specific roads.**
- q. Roadside.** A general term denoting the area adjoining the outer edge of the Roadway.
- r. Roadway.** The portion of a road within the limits of excavation and embankment.
- s. Shoulder.** That portion of Roadway contiguous with Traveled Way for accommodation of stopped vehicles, for emergency use, and lateral support of base and Surface Course, if any.
- t. Slide.** A concentrated deposit of Materials from above or on backslope extending onto the Traveled Way or Shoulders, whether caused by mass land movements or accumulated ravelling.
- u. Slough.** Material eroded from the backslope which partially or completely blocks the ditch, but does not encroach on the Traveled Way so as to block passage of traffic.
- v. Slump.** A localized portion of the Roadbed which has slipped or otherwise become lower than that of the adjacent Roadbed and constitutes a hazard to traffic.
- w. Special Project Specifications.** Specifications which detail conditions and requirements peculiar to the individual project.

x. Snow Berm is a dike of snow resulting from the snow removal operations which extends above the surface of the traveled way. The Holder shall space, construct, and maintain drainage holes in Snow Berms as necessary to obtain surface drainage and without discharge on erodible fills.

y. Subgrade. Top surface of Roadbed upon which Base Course or Surface Course is constructed. For roads without Base Course or Surface Course, that portion of Roadbed prepared as the finished wearing surface.

z. Surface Course. The Material placed on Base Course or Subgrade primarily to resist abrasion and the effects of climate. Surface Course may be referred to as surfacing.

aa. Surface Treatment Plan. A table which lists the roads and surface treatments to be applied.

bb. Traveled Way. That portion of Roadway, excluding Shoulders, used for the movement of vehicles.

cc. Turnouts. That portion of the Traveled Way constructed as additional width on single lane roads to allow for safe passing of vehicles.

dd. Water Source. A location designated on the private property for acquiring water for road maintenance purposes.

ee. Water bar. A dip in the Roadbed which intercepts surface runoff and diverts the water off the Roadway. A water bar is not designed to be traversable by logging trucks.

SPECIFICATION 2 - DITCH CLEANING

DESCRIPTION Ditch cleaning is removing and disposing of all Slough Material from Roadway ditches to provide a free-draining waterway.

REQUIREMENTS

- a. Ditch cleaning shall be repeated during the year as often as necessary to facilitate proper drainage.
- b. All Slough Material or other debris which might obstruct water flow in the Roadway ditch shall be removed. Material removed from the ditch, if suitable, may be blended into existing native road surface or Shoulder or placed in designated Berms in conjunction with Surface Blading operations. Material removed from ditches that is not by Agreement blended into existing roads or placed in Berms shall be loaded and hauled to the disposal site designated by the Forest Service.
- c. Roadway backslope or Berm shall not be undercut.

- d. Keep drainage channels and culverts clear of debris and functioning as intended

SPECIFICATION 3 - SURFACE BLADING

DESCRIPTION Surface blading is keeping a native or aggregate Roadbed in a condition to facilitate traffic and provide proper drainage. It includes maintaining the Crown, Inslope or Outslope of the Traveled Way, Turnouts, and Shoulder; repairing Berms; blending approach road intersections; cleaning bridge decks, Drainage Dips, Lead-off Ditches; repairing or replacing culverts; repairing fills and sunken grades as needed; and removing fallen timber and other obstructions, overhanging brush or brush obstructing road sight distances.

REQUIREMENTS

- a. Holder shall coordinate with all Utility Companies for repair and replacement of all underground powerlines damaged by blading operations.
- b. Surface blading shall be performed before, during, and after Holder use as often as necessary to facilitate traffic and proper drainage.
- c. The surface blading shall preserve the existing cross-section. Surface irregularities shall be eliminated and the surface left in a free-draining state and to smoothness needed to facilitate traffic. Surface Material which has been displaced to the Shoulders or Turnouts shall be returned to the Traveled Way. The blading operation shall be conducted to prevent the loss of surface Material and to provide for a thorough mixing of the Material being worked.
- d. Water, taken from private Water Sources, shall be applied during blading if sufficient moisture is not present to cut, mix, or compact the surface Material.
- e. On native surfaced roads, Material generated from backslope sloughing, and ditch cleaning may be blended with the surface Material being worked. On aggregate surfaced roads this Material shall not be blended with Surface or Base Course Material unless agreed otherwise.
- f. Roadway backslopes or Berms shall not be undercut, nor shall new Berms be established unless agreed otherwise. Berms shall be repaired by placing Material, as needed to restore the Berm, to reasonably blend with existing line, grade, and cross-section.
- g. Drainage Dips and Lead-off Ditches shall be cleaned and maintained to reasonably blend with existing line, grade, and cross-section.
- h. Intersecting roads shall be bladed for a distance of 50 feet to assure proper blending of the two riding surfaces.
- i. Rocks or other Material remaining on the Traveled Way after the final pass that are larger than 4 inches in diameter or are larger than the maximum size of imported surfacing shall be

removed from the Traveled Way. Unless otherwise designated by the Forest Service, the oversized Material shall be disposed of by sidecasting. Sidecasting into streams, lakes, or water courses will not be permitted.

- j. Material resulting from work under this specification shall not remain on or in structures, such as Culverts, overside drains cattleguards, ditches, Drainage Dips, and the like.
- k. Material resulting from work under this specification, plus any accumulated debris, shall be removed from bridge decks and the deck drains opened.

SPECIFICATION 4 - SNOW REMOVAL

Snow removal shall be conducted in a manner that protects roads, ensures safe and efficient transportation of materials, and prevents erosion damage to roads, streams, and adjacent National Forest System lands.

The Holder is authorized to perform snow removal and shall be responsible for:

- a. Compliance with all county regulations regarding snowplowing near Pennington County or State of South Dakota roads.
- b. Remove snow from the entire width of the Traveled Way and Turnouts.
- c. Remove all debris, except snow and ice from the Traveled Way and ditches and deposited away from stream channels at agreed upon locations.
- d. Remove snow slides, earth slides, fallen timber, and boulders that obstruct the Traveled Way.
- e. Remove snow, ice, and debris from ditches and culverts so that the drainage system will function efficiently at all times.
- f. Cut banks shall not be undercut, nor shall gravel or other surfacing material be bladed off the road.
- g. Equipment used to plow snow shall be equipped with shoes or runners to keep the blade a minimum of two inches above the Traveled Way and Turnouts unless other written approval is obtained.
- h. Restore and replacement of Surface Course and for any damage to Traveled Way resulting from snow removal in a timely manner.

The Holder shall not:

- a. Undercut constructed slopes or remove gravel or other surfacing material from the road surface.

- b. Leave snow berms on the road surface. Berms on the shoulder of the road shall be removed or drainage holes shall be opened and maintained. Drainage holes shall be spaced as necessary to obtain satisfactory surface drainage without discharge on erodible fills.
- c. Use equipment with cleats or other tracks to plow snow without prior written approval of the responsible official.

Exhibit C

Construction Stipulation

This Construction Stipulation, by and between **Iris Metals Inc.**, hereinafter referred to as the Holder, and the USDA Forest Service, acting by and through its authorized representative, hereinafter referred to as the Forest Service.

Whereas, the Holder has been issued a FLPMA Forest Service Private Road Special Use Permit for the use and occupancy of National Forest System lands for the use and maintenance of a road, and such authorization requires that all construction conform with approved plans, specifications, and stipulations.

Prior to the start of construction, the Holder shall submit for approval by the Forest Service road construction plans and profile sheets/drawings signed by a State Registered Professional Engineer for all portions of the road that require construction and/or realignment.

All construction/reconstruction work will need to be scheduled and completed within one (1) year from the issue date of the Forest Road Special Use Permit, unless a revised date is requested and approved by the Forest Supervisor.

Now, therefore, the Holder agrees to the following terms and conditions, and the Forest Service hereby authorizes the construction to proceed in accordance with these terms and conditions.

1. Construction/reconstruction of the road shall be in accordance with the plans and specifications set forth in Exhibit D, attached hereto and made a part hereof.

2. The Forest Service may suspend all or any part of the construction/reconstruction activities upon breach of any of the conditions herein.

Prior to suspension, revocation, or termination, the Forest Service shall give the Holder written notice of the grounds for such action and reasonable time to cure any noncompliance. However, the Forest Service may require immediate temporary suspension of all or any part of the activities when the Forest Service determines it is necessary to protect the public health, safety, or the environment. If requested by the Holder, the superior to the officer ordering the suspension, revocation, or termination shall arrange within 10 days of the request for an on-the-ground review of the conditions with the Holder. The superior shall affirm, modify, or cancel the temporary suspension as soon after the review as possible.

3. The Holder shall cut only timber as necessary in clearing for road construction, reconstruction, and maintenance. The Holder is responsible to pay for the timber at current market rates and for the removal of the timber from the Black Hills National Forest.

4. The Holder shall do everything reasonably within its power to prevent forest fires and shall not dispose of material by burning in open fires during the closed season established by law or regulation without a written permit from the Forest Service.

5. The Holder shall repair fully all damage to National Forest System Roads and trails caused by the Holder in exercise of the privileges granted.
6. The Holder shall be responsible for the prevention and control of soil erosion and gullyng in the construction area and adjacent areas and shall take such preventative measures as are necessary to repair and revegetate damaged areas and to prevent future damage.
7. The Holder shall purchase and revegetate all ground disturbed areas with a certified weed free and native seed mix as recommended by the Forest Service District Staff.
8. The Holder will responsible for noxious weed and invasive weed treatment on all ground disturbed areas for 3 to 5 years after road construction. The Forest Service District Staff will recommend the type of chemicals for the species to be controlled. The Holder will provide a spray information sheet, provided by the Forest Service District Staff, to be filled out by the Holder or person doing the treatment and turned in to the Forest Service District Staff for processing.
9. The Holder shall protect scenic and esthetic values in the construction area.
10. The Holder shall take reasonable precautions to protect all public land survey monuments and accessories, private property corners, and Forest boundary markers. In the event that any such land markers or monuments are damaged or destroyed, the Holder shall reestablish or reference the corner in accordance with directions and procedures to be furnished by the Forest Service.
11. The Holder shall maintain a muffler or spark arrester satisfactory to the Forest Service on the exhaust systems of all trucks and tractors or other internal combustion engines used in connection with this project.
12. The Holder shall equip each gasoline powersaw at all times with a spark-arresting muffler, in good working condition and adapted to that machine. During periods of dangerous fire weather, as determined by the Forest Service, the Holder must transport and keep with each powersaw at all times such fire tools and portable extinguishers as specified and to take other precautionary measures as may be required by the Forest Service.

Exhibit D

Plans and Specifications

Roads on Forest Service System lands in the Black Hills National Forest shall be designed using standards established in the Forest Service Handbook (FSH 7709) Road Pre-construction Handbook, Chapter 4 – Design and Forest Service Handbook 2709.12, Chapter 40, Supplement Number: R2-BH-2709.12-2005-2.

The following items summarize a general set of design standards for roads with twelve and twenty-four foot traveled ways. They are neither complete nor comprehensive. Variations in the design criteria for a particular area may necessitate deviations from these standards.

1. The width of the traveled way shall be 12 feet for single lane roads and 24 feet for double lane roads.
2. Turnouts shall be constructed on single lane roads to provide user convenience and safety and to maintain user speed. Spacing will depend on the relative importance of convenience, safety, and user speed. A maximum spacing of 1,000 feet is required for a small amount of mixed traffic at speeds up to 20 mph. They should be located on the outside of cuts, such as the outside of a curve around a point of a ridge; the low side of fills, such as the upper side of curves across ravines; or at the run out point between through cuts and fills, and preferably on the side of the unloaded vehicle. The turnouts should be at least 8 feet wide, 75 feet in length, with 50 foot transitions.
3. Turnarounds should be provided at or near the end of single-lane roads, at points where Traffic Service Levels or road standards change, and at management closure points, such as gates and barricades. Resource management objectives may require additional turnarounds for fire staging, maintenance, and other access needs. Their size should consider both critical and design vehicles.
4. Curves shall be widened to provide for the off-tracking of tractor-trailer vehicles and for some light vehicle-trailer combinations. Curve widening for critical vehicles should be provided by the use of other road elements, if planned, such as turnouts and shoulders. Provide widening if the needed width is not available. The critical vehicle should be accommodated in its normal traveling configuration. Curve widening should be provided in each lane of double lane roads.
5. The minimum unobstructed vertical clearance above the driving surface shall be 14 feet. The desirable minimum unobstructed horizontal clearance from the edge of the traveled way to obstructions is 4 feet.
6. Slough (fill) widening is required to provide added width to the roadbed during construction so that the intended traveled-way width remains stable after erosion and minor sloughing have occurred.

Adequate materials investigation, compaction control, and proper erosion control techniques can eliminate or reduce the need for slough widening. No slough widening would be required in soils with low erosion potential, controlled compaction, slopes 2:1 or flatter, low embankments (less than 5 feet), and low risk involved in the loss of embankment. Two feet of widening may be required in situations with highly erosive material, no compaction, high precipitation, slopes 1-1/2:1 or steeper and high risk involved in the loss of embankment.

7. The minimum clearing widths shall be 4 feet from the edge of the traveled way.
8. Sight distances shall be evaluated when designing crest and sag vertical curves, horizontal curves, intersections, and passing areas. On single-lane roads carrying traffic in both directions, provide a minimum sight distance equal to twice the stopping sight distance for the design speed.

Provide sight distance on two-lane and one-way single-lane roads equal to or greater than the stopping sight distance. If the sight distances required by the design speed cannot be provided, reduce the design speed or include traffic controls.

9. The horizontal radius of curves should be determined using the relationship of speed, radius of curvature, super-elevation rate, and the side slipping friction factor. In no case should the horizontal radius be less than 50 feet.
10. The vertical radius of curves should be determined taking into account safety and the effects on the environment and using relationships between the design speed, sight distance, the length of the vertical curve, and the algebraic difference in grades (percent). Sight distance requirements must be met. Avoid placing a sharp vertical curve at the same location as a horizontal curve. Avoid extremely short vertical curves. In no case should the length of a vertical curve be less than 50 feet. Avoid vertical curves that reduce ground clearance under the vehicle by more than 50 percent.
11. Vertical grades should not be less than 1 percent, nor greater than 12 percent. Vertical grade transitions are to be smooth.
12. When locating intersections, the sight distance along the main road as viewed from the main road or from the intersecting road should be at least equal to the stopping sight distance for the design speed of the main road. The smallest angle formed by the intersection roads should not be less than 60 degrees. Right angle intersections are desirable. The grade of the intersecting road approaching the main road should be 6 percent or less. The grade of the intersection road should be approximately 1 percent for a length sufficient to accommodate the stopping and storage of the design vehicle. If the intersection is with a State, or County Highway, an approach permit from the affected agency will be required prior to beginning construction.
13. A road surface drainage system shall be designed using a combination of design elements such as ditches, culverts, drainage dips, surface crowns, surface in-slope and out-slope,

fords, subsurface drains, and bridges. Surface crowns shall be 2 percent or greater. In-slopes and out-slopes shall be at 3 percent or greater.

14. Culverts shall be sized and spaced after analyzing the expected runoff from the respective drainage area. In no case shall culverts be less than 18 inches in diameter. The spacing of culverts depends on the road gradient, road surface and ditch soil types, runoff characteristics, and the effect of water concentrations on slopes below the road. They shall be skewed to align with the drainage when practical.
15. Ditches shall be used when required by topography, hydrology, soils and alignment considerations. The gradient shall be no flatter the one-half percent. It is desired that ditch in-slopes be 3:1 although slopes can increase to 2:1 if necessary. Leadoff ditches, intercept ditches and outlet ditches should be incorporated as appropriate.
16. Rolling dips shall be incorporated into the road surface design when surface crowning, in-sloping, and out-sloping are not adequate to remove water from the road surface efficiently. There should be space to discharge runoff before runoff can significantly accumulate. Rolling dips should not be used when road gradients exceed 10 percent.
17. Wetlands should be avoided. If it is necessary to cross a wetland, it is important to design the crossing properly to protect the resources that are sensitive to unnatural fluctuations in water level.

Marshy and swampy terrain may contain bodies of water with no discernible current. Designing culverts for roads crossing marshy and swampy terrain require some unique considerations.

18. When determining road location and design, include measures necessary to avoid or mitigate erosion from unstable soil areas, as well as provide needed structural or vegetative treatments. Identify cost-effective measures necessary to control erosion, protect lands and resources, incorporate these measures into the drawings and specifications and make them a part of the initial construction.
19. Provide aggregate surfacing for roads if traffic & management or resource protection considerations warrant. Design criteria that result in the determination that a two lane road is necessary will generally result in requirements for aggregate surfacing. Aggregate should be applied to a depth of 4 inches and the aggregate should conform to the Forest Service Grading Q specification (one-inch minus).
20. Cattle guards shall be at least 16 feet wide for single lane roads and 24 feet for two lane roads.
21. Initiate revegetation as soon as possible, not to exceed six months, after termination of ground-disturbing activities. All ground disturbed areas shall be seeded. Use certified noxious weed-free seed and mulch. Seed will be tested for noxious weeds at the time of purchase. All species of seed shall be certified and tested noxious weed free including no

cheat grass. All seed shall be Pure Live Seed (PLS). **Iris Metals Inc.** shall be responsible for sampling and testing and all costs associated with the testing at the SDSU Seed Testing Lab in Brookings, SD. All test results shall be mailed to the BHNH Hell Canyon Ranger District office. If seed tests for a given lot fail, none of that lot will be allowed to be used on the Forest. Permission to seed shall be given by the Forest Service.

All ground disturbed areas will be seeded with the following certified-free, pure live seed mix:

Species	High Elevation - Mid Zone
annual rye (<i>Lolium multiflorum</i>)	30%
slender wheatgrass (<i>Elymus trachycaulus</i>)	25%
prairie junegrass (<i>Koeleria macrantha</i>)	
western wheatgrass (<i>Pascopyrum smithii</i>)	
Canada wildrye (<i>Elymus canadensis</i>)	10%
Canby bluegrass (<i>Poa canbyi</i>)	10%
green needlegrass (<i>Nassella viridula</i>)	20%
American vetch (<i>Vicia americana</i>) or purple prairie clover (<i>Dalea purpurea</i>)	5%

Please note:

- All seed should be certified weed-free, pure live seed.
- Seed at the rate of 20 pounds per acre.
- **Non-native species may not be used**, unless they are non-aggressive annuals (e.g. wheat, oats, rye) or sterile species may be used while native perennials are becoming established or when native species are not available (e.g. during drought years or years when wildfires burn large acreages). Other aggressive non-native perennials (e.g. smooth brome, timothy) will not be used. Weed-free alfalfa seed may be used only when native legume seed is not available and only when there is extensive disturbance associated with road construction or mine reclamation where topsoil is no longer available.

Department of Agriculture and Natural Resources
Minerals and Mining Program
523 East Capitol Avenue
Pierre, South Dakota 57501-3182
605 773-4201; Fax: 605 773-5286

RECEIVED
SEP 06 2024
MINERALS & MINING PROGRAM

EXPLORATION RECLAMATION PLAN

Pursuant to SDCL 45-6C-8 and 45-6D-9

In preparing this reclamation plan, please address each item in detail, referencing SDCL 45-6C-8 and 45-6D-9. Please refer to the reclamation standards outlined in SDCL 45-6C-27 through 45-6C-34, SDCL 45-6D-33 through 45-6D-39, and the state's hole plugging regulations as detailed in ARSD 74:11.

1. Describe the type of reclamation the operator proposes to achieve in the reclamation of the affected land.

(See reclamation plan attached)

2. Provide a proposed timetable for seeding and replanting indicating when and how the reclamation plan will be implemented. Such timetable shall be developed in consultation with the County District Conservationist as to the nature of the soils and native vegetation in the area of the proposed operation. These recommendations shall be followed, if any are provided, and copies of all correspondence shall be provided to the Department.

(See reclamation plan attached)

3. Describe how the reclamation plan will rehabilitate the affected land.

(See reclamation plan attached)

4. Describe the anticipated temporary and permanent plugging and capping procedures to be used. Please refer to SDCL 45-6C-28 through 45-6C-30, SDCL 45-6D-33 through 45-6D-35, and the state's hole plugging regulations as detailed in ARSD 74:11.

(See reclamation plan attached)

5. Provide the estimated cost of implementing and completing the proposed reclamation, and the estimated cost of plugging and sealing each test hole.

(See reclamation plan attached)

I declare and affirm under the penalties of perjury that this claim (petition, application, information) has been examined by me, and to the best of my knowledge and belief, is in all things true and correct.

Date: 08-19-2024

Signature: Mufasa Chowning

Title: Account

RECLAMATION PLAN

1. Describe the type of reclamation the operator proposes to achieve in the reclamation of the affected land.

The proposed exploratory drilling project will be conducted entirely on private land in Pennington County, South Dakota on land owned by Lotus Minerals LLC.

Longview Minerals LLC and its contractors will strive to minimize the surface impact of the exploratory drilling program by minimizing the disturbed area and maintaining open communication with DANR. Reclamation will continue during the course of the project following completion of drilling.

In the event that bones, artifacts, foundation remains, or other evidence of previous unrecorded past human use is uncovered during exploration, the area will be avoided, and the South Dakota Archaeological Research Center will be contacted.

2. Provide a proposed timetable for seeding and replanting indicating when and how the reclamation plan will be implemented. Such timetable shall be developed in consultation with the County District Conservationist as to the nature of the soils and native vegetation in the area of the proposed operation. These recommendations shall be followed, if any are provided, and copies of all correspondence shall be provided to the Department.

Replanting and reseeding will take place following recontouring and regrading of disturbed area as seasonally acceptable. All reclamation processes, seed mixes, seasonal constraints and timing and guidance will be based on Pennington County NRCS or DANR guidance and requirements. The land will be reclaimed, pursuant to SDCL 45-6C-33, and 45-6C-16 in conformance with the Access and Exploration Agreement entered into between Lotus Minerals, LLC. and Longview Minerals, LLC. (EXHIBIT B). The NRCS seed mix to be used is attached hereto as (EXHIBIT C).

3. Describe how the reclamation plan will rehabilitate the affected land.

The goal of the reclamation process will be to restore surface impacts of the proposed exploratory drilling program to pre-project conditions, or as near as possible. Any deviation from this objective will be guided by respective property owner Lotus Minerals LLC as the surface owner, and DANR. Reclamation actions will include recontouring to conform with surrounding topography where practical. Stockpiled topsoil will be used where available. Seeding with local native species and/or growth medium may be used to encourage regrowth of native species in accordance with the NRCS seed mix.

Reclamation will be completed within 12 months of completion of all exploration activities under this EXNI

4. Describe the anticipated temporary and permanent plugging and capping procedures to be used. Please refer to SDCL 45-6C-28 through 45-6C-30, SDCL 45-6D-33 through 45-6D-35, and the state's hole plugging regulations as detailed in ARSD 74:11.

Plugging, capping and sealing of test holes will be consistent with ARSD 74:11:08. Pursuant to ARSD 74:11:08:04, test holes that encounter no water or only low-permeability formation such as clays, shales and till will be back filled to restore natural condition as nearly as possible. Except as provided in ARSD 74:11:08:05 to ARSD 74:11:07:02, inclusive, the test hole plugging method will return the excess drill cuttings to the drill hole to a point not less than eight feet (2.4m) below the ground surface. Back fill material will be free of contamination and have a permeability equal to or less than the permeability of the formations encountered in the borehole. A no degradational nonslip plug will be placed at a point not less than eight feet (2.4m) below the ground surface, and a five foot (1.5m) column of cement grout will be placed above the plug. Topsoil or material representative of the undisturbed surface material will be tamped into the upper three feet (1m) of the drill hole.

In some instances, an RC (Reverse Circulation) percussion drill hole may be drilled as a pre collar for the Diamond Core drill rig to run in and complete. This is in cases where the target pegmatite is deep, and a cheaper quicker method of drilling is required in the top section. The PVC collar will be temporarily capped with a PVC cap until the

Diamond drill rig can set up and drill on to completion.

In the unlikely event that a drill hole needs to remain open for more than 30 days for down hole data collection purposes, Longview Minerals LLC will apply in writing to DNAR for permission to temporarily keep the test hole open.

5. Provide the estimated cost of implementing and completing the proposed reclamation, and, the estimated cost of plugging and sealing each test hole.

Longview Minerals LLC has in place a statewide surety bond of \$100,000 (\$20,000 + additional \$80,000 1 July 2024) in lieu of drill program specific surety bonds with the state of the South Dakota prior to project commencement (SDCL 45-6C-19)

SEP 06 2024

MINERALS & MINING PROGRAM

Additional Information:**1. Water well location.**

On the South Dakota Department of Agriculture and Natural Resources web site there is a water well located 0.4 miles northwest of the Edison Mine. The location plan and completion report, showing the known water wells in the vicinity of the exploration area are shown in Figure 1, Figure 2 below.

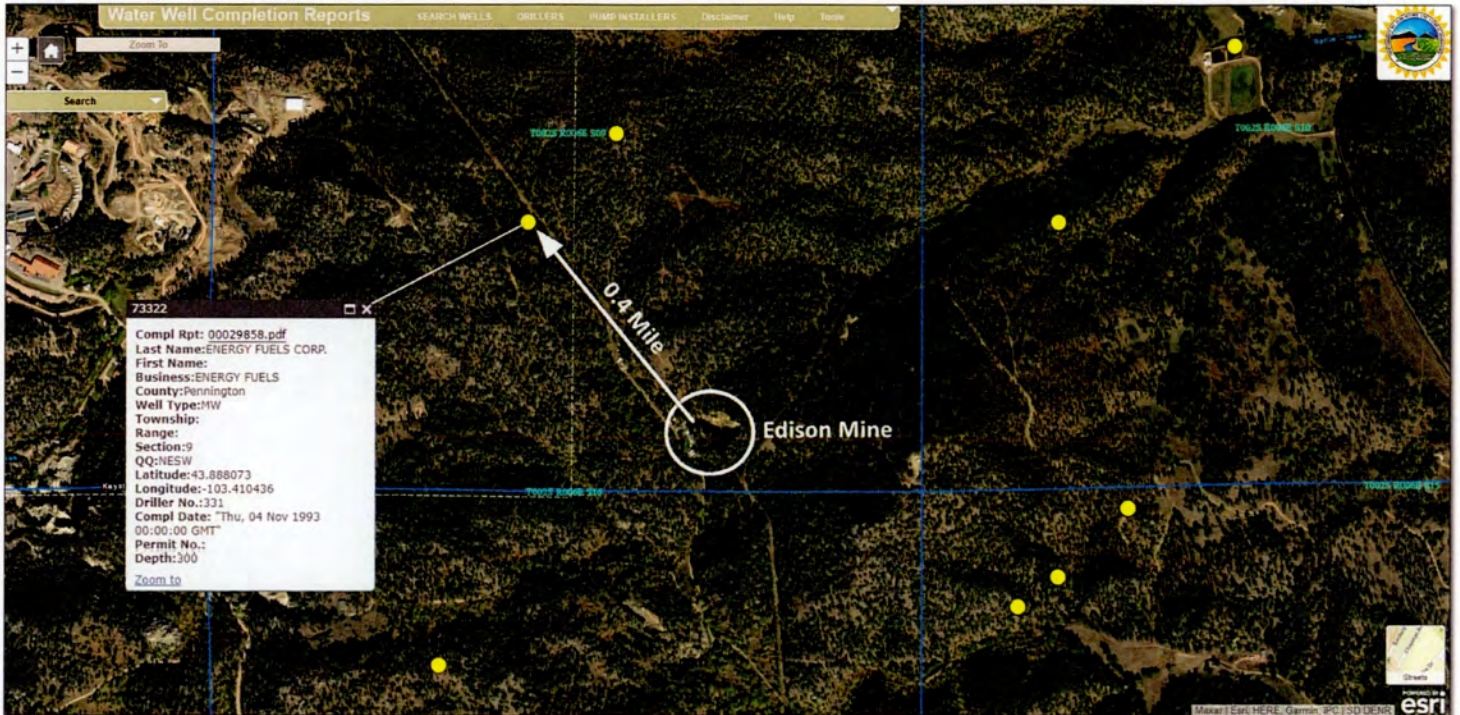
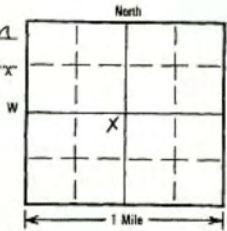


Figure 1: Nearest Well Bore (Yellow circles) 0.4 Miles north west from Edison Mine

SOUTH DAKOTA WATER WELL COMPLETION REPORT

07-92

Location NE 1/4 SW 1/4 Sec 9 Twp 2 S Rg 6 W
 County Pennington
 Please mark well location with an "X"

 MW-ABC-05
 Well Completion Date 11/4/93

Well Owner: Energy Fuels Corporation
 Business Name:
 Address: One Taber Center, Suite 2500
1200 17th St.
Denver, Co 80202

WELL LOG:

FORMATION	DEPTH	
	FROM	TO
<u>Colluvium</u>	<u>0</u>	<u>5</u>
<u>Riotite Quartz Schist</u>	<u>5</u>	<u>20</u>
<u>Quartz Riotite Schist</u>	<u>20</u>	<u>50</u>
<u>Amphibolite</u>	<u>50</u>	<u>90</u>
<u>Bq Schist</u>	<u>90</u>	<u>120</u>
<u>QB Schist</u>	<u>120</u>	<u>140</u>
<u>Bq Schist</u>	<u>140</u>	<u>165</u>
<u>AMP</u>	<u>165</u>	<u>175</u>
<u>BQ Schist</u>	<u>175</u>	<u>250</u>
<u>NO Sample</u>	<u>250</u>	<u>255</u>
<u>BQ Schist</u>	<u>255</u>	<u>285</u>
<u>QB Schist</u>	<u>285</u>	<u>300</u>
<u>TD = 300'</u>		

LOCATION:
 Distance from nearest potential pollution source (septic tank, abandoned well, feed lot, etc.)? N/A ft. from N/A (identify source).

PROPOSED USE:
☐ Domestic/Stock ☐ Municipal ☐ Business ☐ Test Holes
☐ Irrigation ☐ Industrial ☐ Institutional ☒ Monitoring well

METHOD OF DRILLING:
Air - Down Hole Hammer

CASING DATA:
☒ Steel ☒ Plastic ☐ Other
 If other describe _____
 PIPEWEIGHT 24 LB/FT DIAMETER 8 3/4 IN FROM 0 FT TO 26 FT HOLE DIAMETER 12 1/4 IN
SDR-7 4 1/2 IN 0 FT 300 FT 8 IN
LB/FT IN FT FT IN

GROUTING DATA
 Grout Type Cement No. of Sacks 10 Grout Weight 14 lb./gal From 0 ft. To 24 ft.
Cement 8 12 1/2 lb./gal 0 ft. 60 ft.
 Describe grouting procedure pressure grouted through tremie line
benzene grout from 60'-239'

SCREEN: ☒ Slotted ☐ Manufactured
 Diameter 4 1/2 IN Length 40 FEET
 Material PVC
 Slot Size .020" Set From 260 Feet to 300 Feet
 Other information slotted PVC pipe

WAS A PACKER OR SEAL USED? ☒ YES ☐ NO
 If so, what material? benzene tabs
 Describe packer(s) and location? 244'-239'

DISINFECTION:
 Was well disinfected upon completion? YES, How: X NO, Why Not? Being used as a monitor well

Laboratory sent to for water quality analysis _____

STATIC WATER LEVEL 214 lbs Feet
 If flowing: closed in pressure N/A PSI
 GPM flow _____ through _____ inch pipe
 Controlled by ☐ Valve ☐ Reducers ☐ Other _____
 Reduced Flowrate _____ GPM
 Can well be completely shut in? _____

WELL TEST DATA:
☒ Pumped Describe: well development
☐ Bailed prior to sampling
☐ Other (3 well volumes)
 Pumping Level Below Land Surface
280 ft. After 0.6 Hrs. pumped ~5 GPM
 _____ ft. After _____ Hrs. pumped _____ GPM
 If pump installed, pump rate 5 GPM

REMARKS
Well being used for groundwater baseline characterization (water level + water quality)

This well was drilled under license # 331
 And this report is true and accurate.
 Drilling firm Taylor Drilling Co.
 Signature of License Representative: Randy Taylor
 Signature of Well Owner or Equitable Property Holder: _____
 Date: _____

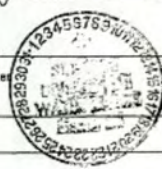


Figure 2: Nearest well completion report

2. Diamond core drilling methodology

- a) Diamond core drilling does use water ("drill mud") pumped down through the drill rods and returned up the annulus of the drill hole with drill cuttings. The cuttings will be removed from the drill mud by being pumped through a "solids control unit", and the drill mud re-used by being pumped back down the hole.

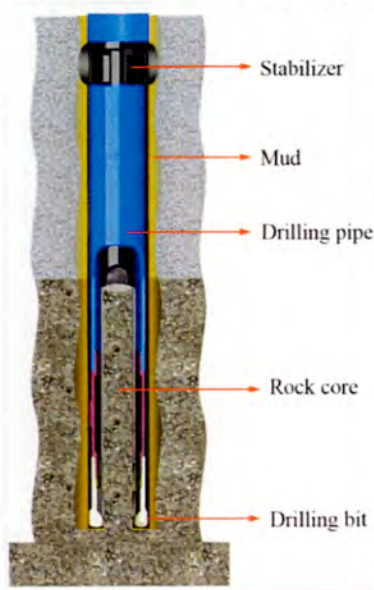


Figure 3: Diamond core drilling cross section

- b) Additives may be added to the drill mud to change the viscosity, lubricate the bit, minimize losses to formation and assist in bringing cuttings to surface. The additives will be polymer passed and nontoxic to the environment. Drill cuttings will be added to rehabilitation material and dispersed on site during the reclamation process.
- c) Longview Minerals shall notify the department, in writing, when exploration drilling penetrates an aquifer. Notification shall be provided as soon as possible, but not more than 90 days after penetration of the aquifer. Notification shall include the location of the test hole penetrating the aquifer.
- d) The drill core will be taken to a core shed facility for logging and sampling. One half of the core will be sent away to the laboratory for analysis.
- e) The project shall be conducted and reclaimed in such a manner as to prevent any violation of the beneficial uses of specified water quality of any water resources in the area.
- f) Any Discharge from site will shall be directed into a settling pond or flat vegetated area to allow suspended solids to settle out.
- g) Longview Minerals LLC will construct all roads and trails developed for the exploration project to minimize sedimentation and erosion by the placement of water bars and similar structures, road placement on the contour, revegetation of roadwork and embankment slopes or by using other methods in accordance with SDCL 45-6C-32.
- h) Topsoil will be salvaged and stockpiled for later use in reclamation.
- i) Drill returns will be captured in a mud pit and or mud tanks and recirculated down the hole. No drilling fluids will be discharged overland or into waterways.
- j) Mud pits will be constructed away from highwalls.
- k) Weed control will be established up to 50 feet from disturbed areas and shall continue until the EXNI is released of reclamation liability by the Board of Minerals and Environment.

- l) Weekly reporting shall be provided to the department stating when and where drill holes will be drilled.
- m) Long View Minerals LLC shall maintain a 50-foot operational buffer from any existing private wells.
- n) If casing is used it shall be removed if possible or cut off at least 1 foot below surface.
- o) If artifacts, bones, foundation remains or other historical unrecorded human activity is discovered during the exploration program, activities will be halted, and the State Archaeologist notified.

3. Location Plans:

Figure 5: Proposed drilling 3D view (EXHIBIT D)(CONFIDENTIAL)

SEEDING PLAN

MLRA

Producer

Longview Minerals, LLC

Conservation District:

Pennington

62

Program

CTA

Practice No. 342

Practice Name:

Critical Area Seeding

CI or Referral No.

Edison Mine

Contract #

Caution - Practice may not work with Prepared Mix

Resource Concern (CPPE Impact)

Purpose:

342- Stabilize areas with existing or expected high rates of soil erosion by wind or water

PLANNED

Tract		Seedbed Preparation
Field	Edison Mine	Clean, smooth, weed free seedbed will be prepared
Acres	15.00	
Group or Site	Critical Area Group	
Site	Loamy or Silty Texture	
Date to be Planted	Early Spring Prior to 5/15	Protection Provided
Alternative planting dates	Late Summer 8/1 to 9/1	
Alternative planting dates		
Seeding Equipment	Special Grass Drill	
Companion Crop		

PLANNED

Species * **	1/ Select Improved Variety (recommended) or select common seed (see note below)	Percent in Mixture	Pure Live Seeds (PLS) per square foot	Pure Live Seed (PLS) lbs/ac Needed	Acres to Seed	Pure Live Seed (PLS) lbs Required
Big bluestem		15.0	6.75	1.67	15.00	25.06
Sideoats grama		10.0	4.50	1.09	15.00	16.34
Western wheatgrass		50.0	18.75	7.29	15.00	109.39
Green needlegrass		3.0	1.35	0.33	15.00	4.90
Slender wheatgrass		18.0	6.75	1.90	15.00	28.45
Canada wildrye		5.0	1.50	0.57	15.00	8.52
Little bluestem		2.0	0.90	0.14	15.00	2.06
Purple prairie clover		2.0	0.75	0.11	15.00	1.69

To meet SD NRCS
Standards Please Note:

1/ Improved varieties recommended above have no restrictions on their origin.

1/ Origin of Common grass seed must be ND, SD, NE, MT, WY, MN, or IA. Exception: Smooth Bromegrass any locale.

1/ Common Native forbs and legumes will originate or be grown in

(USA): ND, SD, NE, MT, IA, WY, ID, WA, OR, MN, WI, and (CAN): AB, BC, MB, ON, SK.

- Seed test must be completed according to SD Seed laws (see link below) and no more than 9 months prior to the date planted.

- All legumes must be pre-inoculated. Producer will provide all seed tags to NRCS

[Legume inoculants](#)

- Tetrazolium (TZ) tests may be used as a substitute for germination tests ONLY for Green Needlegrass

- For Alfalfa Salinity tolerance use F or G from the web site link --->

[Alfalfa Variety Ratings](#)

* Pubescent wheatgrass and Intermediate wheatgrass are the same species and can be substituted for one another at any time.

** Thickspike wheatgrass may be substituted for western wheatgrass if the later is not available but only west of the Missouri River.

To calculate the amount needed multiply the western wheatgrass seeding rate by .72

SD Seed Laws [Codified Laws Statute 38-12A](#)Seed testing [SD state seed-lab](#)

LOCATION MAP



N

S.

T.

R.

Tract

Planning Assistance By:

Andrea Westlake

8/29/2024

Name

Date)

Plan Meets SD Standards (if no explain)

Yes ☐ No ☐

EXHIBIT