



September 1, 2023

Timothy A. Cazier, P.E.  
Colorado Division of Reclamation, Mining and Safety  
1313 Sherman Street, Room 215  
Denver, CO 80203

**Re: T.H.E. Aggregate Source, Permit No. M-1977-193, Incomplete Application for Transfer of Permit and Succession of Operators (SO-2)**

Dear Mr. Cazier,

In response to your July 7, 2023 "Incomplete Application" memorandum, the Division of Reclamation, Mining and Safety identified the need for additional documents to demonstrate the legal right to enter T.H.E. Aggregate Source to perform mining and reclamation activities. Also, you requested signed copies of the structure agreements for Black Hills Energy and Cañon City.

To demonstrate the right to enter in accordance with Section 3.4.7 of the Mineral Rules and Regulations of the Colorado Mined Land Reclamation Board for the Extraction of Construction Materials, Holcim-WCR, Inc. ("Holcim") has included the following documentation:

- The Deeds for Parcels A through F, demonstrating ownership of the property by Aggsources, LLC;
- Two Membership Interest Power documents, dated March 31, 2023, selling 100% of the membership interests of Aggsources, LLC to Holcim-ACM Management, Inc.; and
- A figure showing that Holcim-WCR, Inc. is a wholly owned subsidiary of Holcim-ACM Management, Inc.

With these files, our intention is to provide DRMS with the requisite documentation to show that Holcim-WCR, Inc. is the surface owner of T.H.E. Aggregate Source property approved in Permit M-1977-193 and as the owner, has legal right to enter to perform mining and reclamation activities.

The signed copy of the structure agreement with Black Hills Energy is enclosed. Holcim will need additional time to obtain the signed structure agreement with Cañon City. The



City's legal team has cleared the agreement and Holcim is awaiting the signed copy to be returned. Therefore, Holcim is requesting that the incompleteness due date be extended to **September 15, 2023** in order to provide a signed copy of the agreement.

If you have any questions, please contact me at [kurt.thurmann@holcim.com](mailto:kurt.thurmann@holcim.com).

Sincerely,

A handwritten signature in blue ink, appearing to read 'Kurt Thurmann', with a long horizontal flourish extending to the right.

Kurt Thurmann  
Environmental and Land Manager  
Holcim-WCR, Inc.

Attachments



### **Structure Agreement**

This letter has been provided to you as the owner of a structure on or within two hundred (200) feet of a proposed mine site. The State of Colorado, Division of Reclamation, Mining and Safety ("Division") requires that where a mining operation will adversely affect the stability of any significant, valuable and permanent man-made structure located within two hundred (200) feet of the affected land, the Applicant shall either:

- a) Provide a notarized agreement between the Applicant and the Person(s) having an interest in the structure, that the Applicant is to provide compensation for any damage to the structure; or
- b) Where such an agreement cannot be reached, the Applicant shall provide an appropriate engineering evaluation that demonstrates that such structure shall not be damaged by activities occurring at the mining operation; or
- c) Where such structure is a utility, the Applicant may supply a notarized letter, on utility letterhead, from the owner(s) of the utility that the mining and reclamation activities, as proposed, will have "no negative effect" on their utility. (*Construction Materials Rule 6.3.12 and Rule 6.4.19 & Hard Rock/Metal Mining Rule 6.3.12 and Rule 6.4.20*)

*The Colorado Mined Land Reclamation Board ("Board") has determined that this form, if properly executed, represents an agreement that complies with Construction Materials Rule 6.3.12(a), Rule 6.4.19(a), and C.R.S. § 34-32.5-115(4)(e) and with Hard Rock/Metal Mining Rule 6.3.12(a), Rule 6.4.20(a), and C.R.S. § 34-32-115(4)(d). This form is for the sole purpose of ensuring compliance with the Rules and Regulations and shall not make the Board or Division a necessary party to any private civil lawsuit to enforce the terms of the agreement or create any enforcement obligations in the Board or the Division.*

The following structures are located on or within 200 feet of the proposed affected area:

1. Power Lines owned by Black Hills Energy

### **CERTIFICATION**

The Applicant, Holcim-WCR, Inc., by Kevin Peart, as Senior Vice President, does hereby certify that Black Hills Energy shall be compensated for any damage from the proposed mining operation to the above listed structure(s) located on or within 200 feet of the proposed affected area described within Exhibit A, of the Reclamation Permit Application T.H.E. Aggregate Source Tunnel Drive, File Number M-1977-193.



***This form has been approved by the Colorado Mined Land Reclamation Board pursuant to its authority under the Colorado Land Reclamation Act for the Extraction of Construction Materials and the Colorado Mined Land Reclamation Act for Hard Rock, Metal, and Designated Mining Operations. Any alteration or modification to this form shall result in voiding this form.***



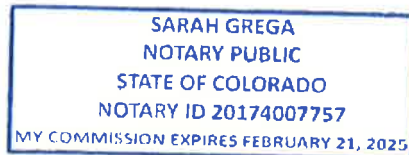
**NOTARY FOR PERMIT APPLICANT**

ACKNOWLEDGED BY:

Applicant [Signature] Representative Name Kevin Peart  
Date 8/25/23 Title Senior Vice President  
STATE OF Colorado)  
) ss.  
COUNTY OF Jefferson

The foregoing was acknowledged before me this 25 day of August, 2023, by  
Kevin Peart as Senior Vice President of Holcim-WCR, Inc.  
[Signature] My Commission Expires: 2/21/25

Notary Public



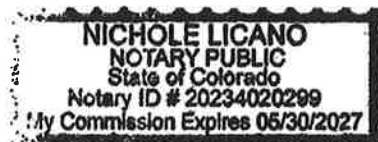
**NOTARY FOR STRUCTURE OWNER**

ACKNOWLEDGED BY:

Structure Owner Black Hills Energy Name Rich Terrian  
Date 8-28-23 Title Supervisor  
STATE OF CO)  
) ss.  
COUNTY OF Fremont

The foregoing was acknowledged before me this 28 day of August, 2023, by  
Rich Terrian as Operation Manager of Black Hills Energy

Nichole Licano My Commission Expires: 05/30/2027  
Notary Public



QUITCLAIM DEED

THIS DEED is dated June 8th, 2009, and is made between

Tezak Heavy Equipment Co., Inc. a Colorado Corporation

(whether one, or more than one), the "Grantor," of the \*  
County of Fremont and State of Colorado  
and Aggsources, LLC, a Colorado Limited Liability Company

the "Grantees," whose legal address is

205 Tunnel Drive, Canon City

of the \* County of Fremont and State of Colorado

WITNESS, that the Grantor, for and in consideration of the sum of ten DOLLARS, (\$ 10 ),

the receipt and sufficiency of which is hereby acknowledged, does hereby remise, release, sell and QUITCLAIM unto the Grantees and the Grantees' heirs and assigns, forever, not in tenancy in common but in joint tenancy, all the right, title, interest, claim and demand which the Grantor has in and to the real property, together with any improvements thereon, located in the County of Fremont and State of Colorado, described as follows:

Lot 2, Lot 4 and Lot 6, Canon City Water Plant Lot Line Adjustment, as recorded in the records of the Fremont County Clerk and recorders Office, Fremont County, Colorado

also known by street address as: 201 Tunnel Drive, Vacant Land and 101 Tunnel Drive, respectively.

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereunto belonging, or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever of the Grantor, either in law or equity, to the only proper use, benefit and behoof of the Grantee, and the Grantees' heirs and assigns, forever.

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

*Daniel E. Tezak*

Daniel E. Tezak, President, Tezak Heavy Equipment Co., Inc.

STATE OF COLORADO

County of Fremont

ss.

The foregoing instrument was acknowledged before me this 24<sup>th</sup> day of June, 2009, by Daniel E. Tezak, President, Tezak Heavy Equipment Co., Inc.

Witness my hand and official seal,  
My commission expires: 3/21/2010

*Rebecca F. Walker*  
Notary Public

Name and Address of Person Creating Newly Created Legal Description (§ 38-35-106.5, C.R.S.)

## QUIT CLAIM DEED

THIS DEED, Made this 16th day of January, ~~2008~~, 2009  
Between Tezak Heavy Equipment Co., Inc. a Colorado Corporation,  
of the County of Fremont and State of Colorado, grantor(s), and  
AGGSOURCE, LLC, a Colorado Limited Liability Company, whose legal  
address is 205 Tunnel Drive, Canon City, Colorado 81212, of the County  
of Fremont and State of Colorado, grantee(s),

STATE DOCUMENTARY FEE	
Date	<u>JAN 27 2009</u>
Amount \$	<u>6.00</u>

WITNESSETH, That the grantor(s), for and in consideration of the sum of ONE DOLLAR(S) the receipt and sufficiency of which is hereby acknowledged, has remised, released, sold, conveyed and QUIT CLAIMED, and by these presents does remise, release, sell, convey and QUIT CLAIM unto the grantee(s), their heirs, successors and assigns forever, all the right, title, interest, claim and demand which the grantor(s) has in and to the real property, together with improvements, if any, situate, lying and being in the County of Fremont and State of Colorado, to wit:

SE4NE4 EXC 8 A to Canon City + TR to State of Colorado (B-152 P-172) (B-2 11 P-310 (T-146) 12.3 A 31-18-70

The above legal description was taken from a Warranty Deed as shown in the records of the Clerk and Recorder's Office in the County of Fremont, State of Colorado in Book 1241 at Page 81 of said records and copied verbatim including any or all of the errors, ambiguities, and/or omissions.

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereunto belonging or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever, of the grantor(s), either in law or equity, to the only proper use, benefit and behoof of the grantee(s), their heirs and assigns forever. The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, The grantor(s) have executed this deed on the date set forth above.

Daniel E. Tezak  
Daniel E. Tezak, President

Rhonda K. Lewis  
Rhonda K. Lewis, Vice President

STATE OF COLORADO  
COUNTY OF FREMONT

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of January, 2009,  
by Daniel E. Tezak & Rhonda K. Lewis

My commission expires: May 16, 2011. Witness my hand and official seal.

NOTARY PUBLIC

Joyce A. Pavetto

QUITCLAIM DEED

THIS QUITCLAIM DEED, Executed this 26 day of January, 2009, between POUS, LLC, a Colorado Limited Liability Company, of the County of Fremont and State of Colorado, Grantor(s), and AGGSOURCE, LLC, a Colorado Limited Liability Company whose legal address is 205 Tunnel Drive, Canon City, CO 81212 of the County of Fremont and Sate of Colorado, Grantee(s)

STATE DOCUMENTARY FEE  
Date JAN 27 2009  
Amount \$ 16.00

WITNESSETH, That the said first party, for good consideration and for the sum of One Dollar(s) \$1.00 paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release and quitclaim unto the said second party forever, all the right, title, interest and claim which the said first party has in and to the following described parcel of land, and improvements and appurtenances thereto in the County of Fremont, State of Colorado, to wit:

See attached Exhibit "A"

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereunto belonging or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever, of the grantor(s), either in law or equity, to the only proper use, benefit and behoof of the grantee(s), their heirs and assigns forever. The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, The Grantor(s) have signed and sealed these presents the day and year first above written.

POUS, LLC, a Colorado Limited Liability Company

Edward J. Tezak, Jr.  
Edward J. Tezak, Jr., Manager

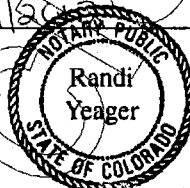
Daniel E. Tezak  
Daniel E. Tezak, Manager

STATE OF Colorado)  
COUNTY OF Fremont)

The foregoing instrument was acknowledged before me this 26 day of January, 2009 by Edward J. Tezak, Jr., Manager.

My Commission Expires: 3/14/2012 WITNESS my hand and official seal.

Randi Yeager  
Signature



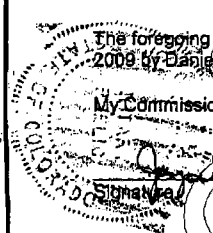
STATE OF Colorado)  
COUNTY OF Fremont)

Commission Expires: 3/14/2012

The foregoing instrument was acknowledged before me this 19th day of January, 2009 by Daniel E. Tezak Manager.

My Commission Expires: 5/16/2011 WITNESS my hand and official seal.

Randi Yeager  
Signature





**EXHIBIT A**

Parcels A, B, C, and D as shown on a Deed in the records of the Clerk and Recorder's Office of the County of Fremont, State of Colorado under Reception No. 710597 on the 22nd day of February, 2000. The following legal description is the same property as described in the aforementioned Deed and copied verbatim including any or all of the errors, ambiguities, and/or omissions.

**PARCEL A:**

A tract of land located in the W1/2 SE1/4 Section 31, Township 18 South, Range 70 West of the 6<sup>th</sup> P.M.; said corner being the center of said Section 31; thence East on the North line of said Quarter Section 258.3 feet; thence South 1030 feet; thence East 187 feet; thence South 485 feet; thence South 59 degrees 6' West 220; thence South 30 degrees 54' East 170.8 feet to the North boundary line of Canal Street of Canon City; thence South 59 degrees 5' West along said boundary line to the West line of said SE1/4; thence North 1969.5 feet, more or less, along the said West line of said SE1/4 of said Section 31 to the point of beginning.

EXCEPT a parcel in the W1/2 SE1/4 of Section 31, Township 18 South, Range 70 West of the 6<sup>th</sup> P.M., described as follows:

Beginning at West side of a dump road, 252.7 feet East of the West line of said SE1/4 and South 7 degrees 55' East 1835.4 feet from the center of said Section 31; running thence with North line of Canal Street extended South 59 degrees 6' West 39.3 feet; thence North 26 degrees 20' West 420 feet; thence North 16 degrees 52' East 289.8 feet. Thence South 83 degrees East 195 feet to West side of the truck road; thence South 11 degrees 20' West with the West side of said truck road 390 feet; thence South 5 degrees East with said road 230 feet to the place of beginning.

EXCEPT a parcel of land in the W1/2 SE1/4 of Section 31, Township 18 South, Range 70 West of the 6<sup>th</sup> P.M., described as follows:

Beginning at a point whence the SE corner of Section 31 bears South 49 degrees 12' East 2018.8 feet to the place of beginning; thence South 59 degrees 6' West along the North boundary line of Canal Street in Canon City, 996.8 feet; thence North 30 degrees 54' West 170.8 feet; thence North 59 degrees 6' East 996.8 feet; thence South 30 degrees 54' East 170.8 feet to the place of beginning. As recorded in deed in Book 187, page 22.

**PARCEL B:**

A tract of land in the W1/2 SE1/4 Section 31, Township 18 South, Range 70 West of the 6<sup>th</sup> P.M., described as follows:

Beginning at a point where the South boundary line of a public street of Canon City, Colorado, called Canal Street intersects the west line of the SW1/4 SE1/4 of said Section 31; thence along the said South boundary line of said Canal Street, North 59 degrees 6' East 56 feet to a point, said point being the true point of beginning for a tract described herein; thence continue along the said South boundary line of said Canal Street, as the same is platted, the course being approximately North 59 degrees 6' East 200 feet; thence South 30 degrees 54' East to the North boundary line of the right of way of the Denver and Rio Grande Railroad Company, 74.3 feet; thence South 79 degrees 30' West 213.3 feet, more or less to the true point of beginning.

**PARCEL C:**

Township 18 South, Range 70 West of the 6<sup>th</sup> P.M.:

Section 30: SW1/4 SE1/4; E1/2 SE1/4 SW1/4

Section 31: E1/2 E1/2 NW1/4; NE1/4 SW1/4; W1/2 NE1/4, EXCEPT a tract of land in the SW1/4 NE1/4 deeded to The City of Canon City, in Book 465, page 198, described as follows: Commencing at a point on East West center line of Section 31, Township 18 South, Range 70 West of the 6<sup>th</sup> P.M., at a point located 1425.5 feet West of East line of said Section 31; thence West along said Section Center line 600 feet; thence North 444.9 feet; thence East 600 feet; thence South 444.9 feet to point of beginning.

ALSO EXCEPT:

Beginning at a point 525.5 feet West of the East Quarter corner of Section 31, Township 18 South, Range 70 West of the 6<sup>th</sup> P.M.; thence run West 900 feet to Southwest corner of the hereby conveyed parcel of ground; and thence run North 444.9 feet to the Northwest corner of said hereby conveyed parcel of ground; and thence run South 200 feet to place of beginning.

PARCEL D:

Township 18 South, Range 70 West of the 6<sup>th</sup> P.M.:

Section 20: E1/2 SW1/4 SW1/4, EXCEPT a tract of land deeded to The Department of Highways, State of Colorado, recorded in Book 424, page 294, described as follows:

Beginning at a point on the south line of Section 20, Township 18 South, Range 70 West of the 6<sup>th</sup> P.M., from which point the SW corner of Section 20 bears South 87 degrees 32'30" West a distance of 707.1 feet; thence North 7 degrees 16' West, a distance of 459.9 feet to the West line of the E1/2 SW1/4 SW1/4 of Section 20; thence South 1 degrees 23'30" East along the West line of the E1/2 SW1/4 SW1/4 of Section 20, a distance of 458.4 feet to the SW corner of the E1/2 SW1/4 SW1/4 of Section 20; thence North 87 degrees 32'30" East along the South line of Section 20, a distance of 47.1 feet, more or less to the point of beginning.

QUITCLAIM DEED

THIS DEED is dated June 8th, 20 09, and is made  
between Aggsourse, LLC, a Colorado Limited  
Liability Company

(whether one, or more than one), the "Grantor," of the \*  
County of Fremont and State of Colorado  
and

Tezak Heavy Equipment Co., Inc. a Colorado  
Corporation  
the "Grantees," whose legal address is

205 Tunnel Drive, Canon City, CO 81212  
of the \* County of Fremont and State of Colorado

WITNESS, that the Grantor, for and in consideration of the sum of ten

DOLLARS, \$ 10

the receipt and sufficiency of which is hereby acknowledged, does hereby remise, release, sell and QUITCLAIM unto the  
Grantees and the Grantees' heirs and assigns, forever, not in tenancy in common but in joint tenancy, all the right, title, interest,  
claim and demand which the Grantor has in and to the real property, together with any improvements thereon, located in  
the County of Fremont and State of Colorado, described as follows:

Lot 3, Canon City Water Plant Lot Line Adjustment, as recorded  
in the records of the Fremont County, Clerk and Recorders  
Office, Fremont County, Colorado.

also known by street address as: 161 Tunnel Drive, Canon City, Colorado  
and assessor's schedule or parcel number:

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereunto belonging,  
or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever of the Grantor, either in law  
or equity, to the only proper use, benefit and behoof of the Grantee, and the Grantees' heirs and assigns, forever.  
IN WITNESS WHEREOF, the Grantor has executed this deed on the date set forth above.

Edward J. Tezak, Jr., Manager, Aggsourse, LLC

Daniel E. Tezak, Manager, Aggsourse, LLC

STATE OF COLORADO

County of Fremont

ss.

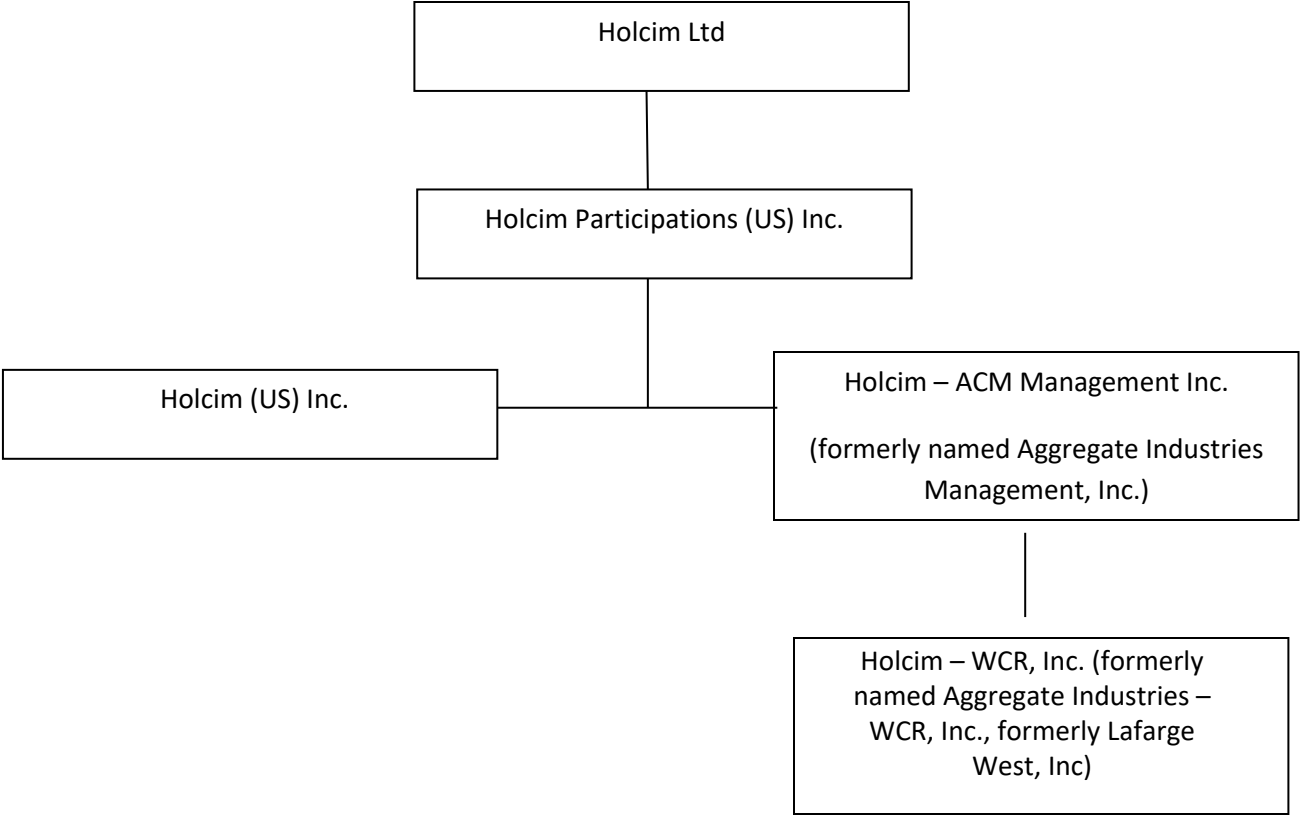
The foregoing instrument was acknowledged before me this 24<sup>th</sup> day of June, 20 09  
by Edward J. Tezak, Jr., and Daniel E. Tezak, Managers, Aggsourse, LLC.

Witness my hand and official seal.

My commission expires: 3-21-2010

Notary Public

Name and Address of Person Creating Newly Created Legal Description (§ 38-35-106.5, C.R.S.)



### **Membership Interest Power**

FOR VALUE RECEIVED, DANIEL E. TEZAK hereby sells, assigns and transfers unto HOLCIM-ACM MANAGEMENT, INC., a Delaware corporation, Fifty-One percent (51%) of the membership interests of AGGSOURCE LLC, a Colorado limited liability company (the "**Company**"), standing in his name on the books of the Company and constituting all of his interests in the Company, and does hereby irrevocably constitute and appoint any officer of HOLCIM-ACM MANAGEMENT, INC. as his attorney-in-fact to transfer the said membership interests on the books of the Company maintained for that purpose, with full power of substitution in the premises.

Dated: March 31, 2023

**DANIEL E. TEZAK**

By:   
Daniel E. Tezak

### **Membership Interest Power**

FOR VALUE RECEIVED, TEZAK HOLDINGS, INC., a Colorado corporation, hereby sells, assigns and transfers unto HOLCIM-ACM MANAGEMENT, INC., a Delaware corporation, Forty-Nine percent (49%) of the membership interests of AGGSOURCE, LLC, a Colorado limited liability company (the “**Company**”), standing in its name on the books of the Company and constituting all of its interests in the Company, and does hereby irrevocably constitute and appoint any officer of HOLCIM-ACM MANAGEMENT, INC. as its attorney-in-fact to transfer the said membership interests on the books of the Company maintained for that purpose, with full power of substitution in the premises.

Dated: March 31, 2023

**TEZAK HOLDINGS, INC.**

By:   
Daniel E. Tezak, President