



Meadow Hollow Quarry - Action Needed

Bryce Bohl <bryce@premierstone.org>

Fri, Mar 14, 2025 at 1:24 PM

To: "Eschberger - DNR, Amy" <amy.eschberger@state.co.us>

Cc: Doc Holliday <hollidaymining@gmail.com>, Bret Ludwick <bret_ludwick@blocllc.com>, Jay Panzarella <jlp@viacendo.com>, "Carter - DNR, Jocelyn" <jocelyn.carter@state.co.us>

Amy,

Please see attached for a letter in response to your email. We appreciate your help throughout this process and please let us know how we can help further clarify the situation. Thank you and have a great weekend,

Bryce Bohl
701-527-5351

On Thu, Mar 13, 2025 at 3:29 PM Eschberger - DNR, Amy <amy.eschberger@state.co.us> wrote:

[Quoted text hidden]

--

Bryce Bohl

Mobile: 701.527.5351

Email: Bryce@premierstone.org

Website: www.premierstonemining.com

Address: [901 S County Rd 31, Berthoud, CO 80513](#)

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Colorado Quarry I Response.pdf

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Colorado Quarry 1, LLC

901 S. County Road 31
Berthoud, CO 80513
970-888-4164

March 14, 2025

VIA EMAIL [amy.eschberger@state.co.us]

Amy Eschberger, Senior Environmental Protection Specialist
Division of Reclamation, Mining and Safety
1001 East 62nd Avenue
Denver, CO 80216

RE: PERMIT #M-2009-006 - COLORADO QUARRY 1, LLC

Dear Ms. Eschberger:

On behalf of Colorado Quarry 1, LLC ("**CQ1**"), I am writing in response to your email of March 13th. I address your questions of the March 13th email below and also provide you with specific background on the CQ1's current ownership.

OWNERSHIP OF CQ1

Premier Stone LLC ("**Premier Stone**") previously entered into an agreement with John Holliday in November of 2023 (the "**LLC Purchase Agreement**") whereby Premier Stone acquired all limited liability company member interest in CQ1 from John Holliday. As such, CQ1 became a wholly owned subsidiary of Premier Stone. John Holliday ceased being an owner of CQ1 and is not an authorized representative of CQ1. Premier Stone is owned by Bryce Bohl and Bret Ludwick (as evidenced by the Premier Stone LLC Agreement which was (erroneously) filed with DRMS).

While John Holiday may have remained the named contact for various purposes with DRMS and with the Colorado Secretary of State, this did not denote any ownership interest in CQ1. Any delay in effecting the changes to these authorized contact designations was an oversight on our part. We noticed that the contact and authorized agent designations had not been changed when we were reviewing these records in connection with filing the CQ1 annual report with DRMS. We then changed the named contact person to correctly reflect responsibilities.

The LLC Purchase Agreement effected the full and complete transfer of ownership of CQ1 and all of CQ1's assets and operations, including all "*capital accounts, bonds,*

investments, insurance policies and letters of credit.” Per the LLC Purchase Agreement, Premier Stone also:

- (i) acknowledged that CQ1 remains responsible for *“all performance, financial or similar warranties imposed in connection with any and all active Permits issued to CQ1 for any mining operations in the State of Colorado”* (collectively, **“Permit Obligations”**); and
- (ii) agreed to indemnify John Holliday for any Permit Obligations which may arise after November 22, 2023 (the **“Indemnification Obligation”**).

As confirmed by the LLC Purchase Agreement, John Holliday is aware of the obligations which he may retain by virtue of his association with the performance and financial warranties provided to DRMS. CQ1 (and Premier Stone) also acknowledge these obligations and have undertaken the Indemnification Obligations to ensure that there is no gap in responsibility for these Permit Obligations.

I hope that this background is helpful as I address the specific issues which you raised in your March 13th email.

MARCH 13TH EMAIL RESPONSES

Email - 1) John Holliday is the entity that signed the performance warranty and financial warranty forms for this permit on behalf of Colorado Quarry I, LLC (Permittee), and is the only entity currently authorized to represent the Permittee with DRMS and the MLRB.

CQ1 -1: As described above, CQ1 and John Holliday understand John’s potential responsibilities under the existing financial and performance bonds and warranties. These obligations have also been “back-stopped” with CQ1’s Indemnification Obligations. We are hopeful that this fact, and the explanation provided above, will permit the Board (and DRMS) to accept that John Holliday is not an appropriate (or authorized) representative of CQ1.

Email - 2) If other entities (other than John Holliday) will be representing the Permittee with DRMS and MLRB matters (including submitting

documents or speaking to the MLRB at the upcoming hearing), we will need a notarized affidavit on Colorado Quarry I, LLC letterhead, signed by John Holliday, authorizing such entities to act on behalf of Colorado Quarry I, LLC for this permit, and confirming their legal authority to act on behalf of Colorado Quarry I, LLC. **This means that no one other than John Holliday will be authorized to speak to the MLRB on behalf of the Permittee, until we have received the affidavit described above.**

CQ1 -2: We understand the Board's requirement and are undertaking to obtain John Holliday's affidavit for this purpose. Mr. Holliday is currently out of Colorado with family. We have provided a copy of the affidavit that we would provide and ask that if you have any comments to the form please provide these at your earliest opportunity to allow us to make any corrections sufficiently in advance of the hearing scheduled for next week.

Email - 3)

If you wish to change the Permittee from Colorado Quarry I, LLC to Premier Stone, LLC, this can only be done through the Succession of Operators process, through which, updated right-of-entry (ROE) documentation, structure agreements, and warranty forms would need to be provided for the new company name. (The Permittee cannot be changed through the annual reporting process.)

CQ1 -3: There is no intention or need to change the Permittee from CQ1. The Permittee for Meadow Hollow Quarry should remain CQ1. The LLC Agreement of Premier Stone was also never intended to be submitted with the Annual Report to the DRMS filing system. Indeed, the Premier Stone LLC Agreement would not be responsive to any Annual Report obligations of CQ1, nor of any relevance. This was entirely an "upload error" on the part of the person who filed the Annual Report (i.e. me). I apologize for the confusion that my error has caused.

Email - 4)

The Conversion application (112c) required for the off-site affected lands must be submitted by Colorado Quarry I, LLC and signed by John Holliday, unless an appropriate affidavit is provided authorizing other entities to act on behalf of Colorado Quarry I, LLC. Additionally,

all ROE, structure agreements, and warranties need to be submitted by Colorado Quarry I, LLC (unless a 3rd party FW form is chosen).

CQ1 -4: John Holliday has not had any involvement in CQ1, or the preparation of the 112c Application. We could not ask Mr. Holliday to sign this (or any other) commitments of CQ1. I am hopeful that my discussion above helps clarify this, but we will ask Mr. Holliday to provide the affidavit attached to this correspondence to affirm that he is no longer involved with CQ1.

Email - 5)

The RTB letter that was sent on 2/4/25 and the upcoming enforcement hearing are directed to the Permittee, John Holliday of Colorado Quarry I, LLC, and he will be the responsible party for submitting any corrective actions or civil penalties imposed by the MLRB for this permit.

CQ1 -5: Per the LLC Purchase Agreement, John Holliday has acknowledged his responsibilities for any actions imposed by the MLRB for the CQ1 permit. Premier Stone (owned by Bryce Bohl and Bret Ludwick) has specifically undertaken to indemnify John for these obligations if imposed by the MLRB and would (and does) assume those obligations. I apologize that we were clearly remiss in not changing the notice contact person and otherwise advising the Board of these changes previously.

I hope that you will receive this letter in satisfaction of your request for a timely response prior to end-of-day March 14th. Feel free to contact me with any questions.

Very truly yours,



Bryce Bohl

Managing Director

Colorado Quarry 1, LLC



Colorado Quarry 1, LLC

901 S. County Road 31
Berthoud, CO 80513
970-888-4164

AFFIDAVIT

STATE OF COLORADO)
)
COUNTY OF _____) ss:

Before me, the undersigned authority, personally appeared John Holliday, who, being duly sworn by me according to law, and intending to be legally bound, deposed and said as follows:

1. My name is John Holliday, with an residence address at _____
2. I was previously the owner of all of the limited liability company member interest in Colorado Quarry 1, LLC, a Colorado limited liability company ("Colorado Quarry 1").
3. I agreed to sell, and did sell and transfer, all of the limited liability company member interest which I owned in Colorado Quarry 1 (including all rights in and to any capital accounts, bonds, investments, insurance policies and letters of credit of any type of nature which may be held for, on behalf of, or in the name of Colorado Quarry 1) to Premier Stone pursuant to that certain Membership Interest Purchase Agreement made as of November 22, 2023 (the "Purchase Agreement").
4. In accordance with the Purchase Agreement, I have ceased to have any interest in Colorado Quarry 1, and I am not an officer or authorized agent of Colorado Quarry 1.
5. I acknowledge that I may retain responsibility under certain financial and performance bond obligations given for the benefit of Colorado Quarry 1, and that I may have financial responsibility for any civil penalties imposed by the Colorado Mined Lands Reclamation Board

(the "Board") in the matter of Meadow Hollow Quarry (Permit No. M-2009-006) currently pending before the Board and scheduled for hearing on March 19-20, 2025 (the "Hearing").

6. I affirm that I am not authorized by Colorado Quarry 1 to make any representations or commitments on behalf of Colorado Quarry 1.
7. I acknowledge and affirm that I cannot, and will not, represent Colorado Quarry 1 in connection with any matter before the Colorado Department of Reclamation, Mining and Safety ("DRMS") or the Board (including submitting documents or speaking to the Board at the upcoming Hearing).
8. To the extent required and necessary to affirm for the Board the persons who, to my knowledge, are the only authorized representatives of Colorado Quarry 1 who may speak on behalf of Colorado Quarry 1, give evidence, testimony or deliver documents, are Bryce Bohl and Bret Ludwick, Managing Directors of Colorado Quarry 1.
9. I ask that the Board and DRMS remove me from any contact or other authorizations related to Colorado Quarry 1.

IN WITNESS WHEREOF, the undersigned has executed this Affidavit on this ____ day of ____, 2025.

Signed: _____
John Holliday

Sworn to and subscribed before me on _____

Notary Public
My Commission expires: