

Joel Bolduc
1687 Cole Blvd #300
Golden, CO 80401



7016 0750 0000 7384 3915

NEOPC

06/26/

US PC



Amy Eschberger
DRMS
1313 Sherman St. Room
Denver, CO 80203

Attachment D:
Draft Material Stockpiling Agreement –
Boulder County and Holcim

MATERIAL STOCKPILE AGREEMENT – LYONS QUARRY

THIS MATERIAL STOCKPILE AGREEMENT (the “Agreement”) is made and entered into effective the _____ day of February, 2025, between **Holcim-WCR, Inc.** (“Holcim”), with its principal place of business located at 1687 Cole Boulevard, Suite 300, Golden, CO 80401; and **County of Boulder**, a body corporate and politic, acting through Boulder County Parks and Open Space (“County”), located at 5201 St. Vrain Road, Longmont, CO 80503, (each a “Party” and collectively, the “Parties”).

RECITALS

WHEREAS, Holcim is the Operator under Colorado Division of Reclamation, Mining and Safety (“DRMS”) Permit No. M-1977-141 – Lyons Quarry, located adjacent to South St. Vrain Creek in Boulder County;

WHEREAS, the County is the owner of the property upon which the Lyons Quarry is located;

WHEREAS, Holcim has completed its mining of the Lyons Quarry, but continues to have an obligation to complete reclamation of the site to comply with its mining permit;

WHEREAS, pursuant to a 2023 MOU between the County and Lefthand Watershed Oversight Group, a Colorado nonprofit corporation d/b/a The Watershed Center (“TWC”), TWC will be restoring portions of the South St. Vrain Creek and adjacent floodplain on the County’s Hall Ranch Open Space and Hall 2 Open Space (the “TWC Project”);

WHEREAS, the TWC Project will be under construction during 2025, and will result in the generation of up to 7,000 cubic yards of cobble and coarse material of 2-inch diameter or greater that TWC had planned to waste in adjacent uplands (the “Material”);

WHEREAS, the County is finalizing the design of a creek restoration project of its own along a 0.7-mile reach of the South St. Vrain Creek within the floodplain adjacent to Lyons Quarry (the “County Project”), and as part of the design, the County’s consulting engineers have identified a need for additional coarse cobble materials to aid in stabilizing the creek bed;

WHEREAS, TWC has agreed to provide the County with the Material, and the County desires to store the Material in the staging area located at the Lyons Quarry for use in its creek restoration project; and

WHEREAS, Holcim is agreeable to the County storing the Material in the staging area.

NOW, THEREFORE, in consideration of the mutual covenants, undertakings, and agreements herein contained, and other valuable considerations, the receipt of which is hereby acknowledged, Holcim and the County covenant and agree as follows:

1. TWC will deliver, or arranged to be delivered, up to 7,000 cubic yards of clean, inert fill Material from the TWC Project to the Lyons Quarry and place it within the staging area as shown on attached **Exhibit A**. The deliveries are anticipated to begin as soon as possible pending a red-tail hawk closure between February 15, 2025, and July 1, 2025,

and to end no later than December 31, 2025. The Parties agree to work in good faith to determine delivery schedules and other logistical and operational matters. Holcim explicitly disclaims any liability related to the Material, its condition, or its suitability for the intended use.

2. Holcim agrees to accept, free of charge, the clean, inert fill material in accordance with its Inert Material Acceptance Policy, a copy of which is attached as **Exhibit B**. The County will complete and submit to Holcim the Inert Materials Profile and Affidavit form as referenced in the Inert Material Acceptance Policy. A copy of the form is attached as **Exhibit C**. Holcim will prepare and submit an Inert Fill Notice and the Inert Materials Profile and Affidavit provided by the County to DRMS as required under Holcim's permit.
3. The Parties understand that, by letter dated January 31, 2025, attached hereto as **Exhibit D**, DRMS has determined that the placement and stockpiling of the Material does not constitute mining, and therefore, no additional DRMS permit is required to stockpile the Material beyond Holcim's existing DRMS permit for quarry reclamation.. The Parties also understand that Holcim has a County-issued grading permit (BP-21-1126) and a Stormwater Management Plan for Lyons Quarry, and the Parties understand that, at the time of execution of this Agreement, amendment or revision to the County-issued regulatory approvals is not necessary. However, to the extent any additional or revised permitting is required whether with DRMS or the County, the Parties agree to work cooperatively in good faith to obtain such permits.
4. Each Party shall be responsible for its own negligence and that of its officers, employees, and agents resulting from, arising out of, or occurring in connection with this Agreement. By entering into this Agreement, the County in no way waives or intends to waive the limitations on liability which are provided to it under the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101, et seq., as currently enacted or subsequently amended.
5. The Parties will use the following contact information for all communication related to this Agreement.

For the County:

Ernst Streng, Senior Planner
estreng@bouldercounty.gov
303-678-6269

With copy to:
Boulder County Attorney
P.O. Box 471

Boulder, CO 80306

For Holcim:

Holcim – WCR, Inc.
Attn: Land & Environment Team
Address: 1687 Cole Blvd., Suite 300
Golden, CO 80401

With a copy to:

Holcim (US)
Attn: Legal
8700 W. Bryn Mawr Ave, Suite 300
Chicago, IL 60631

6. This Agreement will be in effect upon its full execution by the Parties and will remain in effect until the County Project in the vicinity of the Lyons Quarry is complete (estimated to be winter 2027). However, either Party may terminate this Agreement by providing the other Party a minimum of ninety (90) days' prior written notice. Following termination, the County will remove the Material from the staging area within a reasonable time, taking into consideration the need to locate a new storage area, obtain any regulatory approvals, arrange for removal, and actually remove the Material.

[signature page follows]

The County of Boulder, a body corporate and politic

By: _____
Therese Glowacki, Director
Boulder County Parks and Open Space

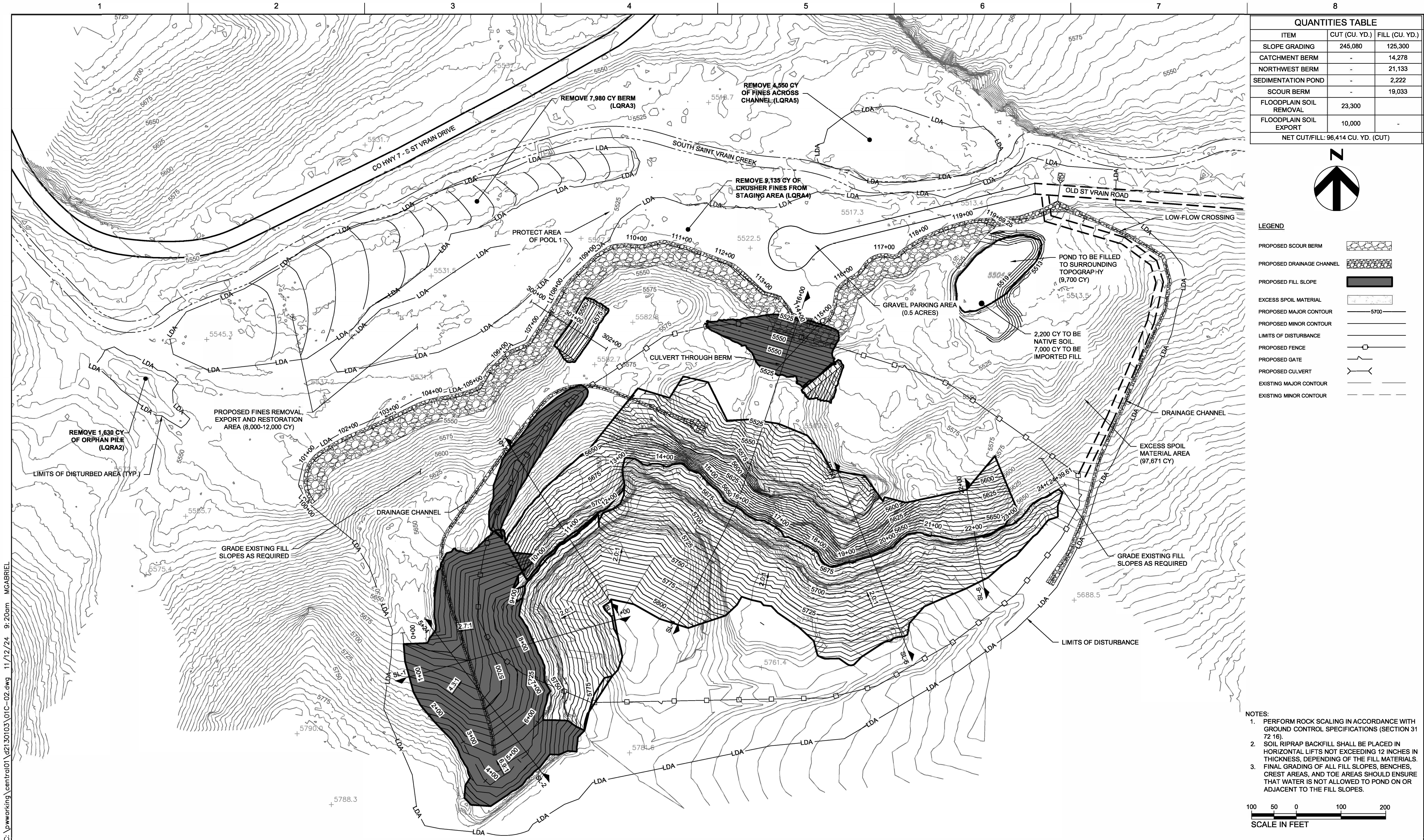
Date: _____

Holcim-WCR, Inc.

By: Walt Wright
Walt Wright
Senior Manager – Environment & Land
Holcim – WCR, Inc.

Date: 3/4/25

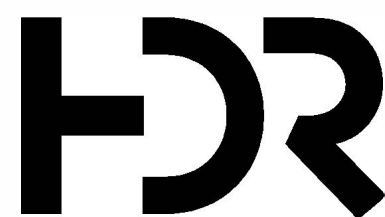
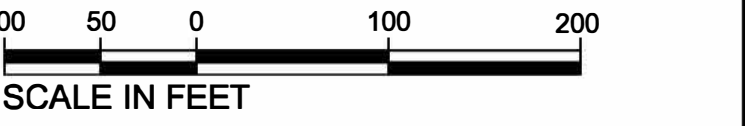
Attachment E:
Revised Lyons Quarry Grading Plan for
Stockpiling Imported Material in
Designated Staging Area



QUANTITIES TABLE		
ITEM	CUT (CU. YD.)	FILL (CU. YD.)
SLOPE GRADING	245,080	125,300
CATCHMENT BERM	-	14,278
NORTHWEST BERM	-	21,133
SEDIMENTATION POND	-	2,222
SCOUR BERM	-	19,033
FLOODPLAIN SOIL REMOVAL	23,300	
FLOODPLAIN SOIL EXPORT	10,000	-
NET CUT/FILL: 96,414 CU. YD. (CUT)		

LEGEND	
PROPOSED SCOUR BERM	
PROPOSED DRAINAGE CHANNEL	
PROPOSED FILL SLOPE	
EXCESS SPOIL MATERIAL	
PROPOSED MAJOR CONTOUR	
PROPOSED MINOR CONTOUR	
LIMITS OF DISTURBANCE	
PROPOSED FENCE	
PROPOSED GATE	
PROPOSED CULVERT	
EXISTING MAJOR CONTOUR	
EXISTING MINOR CONTOUR	

- NOTES:
- PERFORM ROCK SCALING IN ACCORDANCE WITH GROUND CONTROL SPECIFICATIONS (SECTION 31 72 16).
 - SOIL RIPRAP BACKFILL SHALL BE PLACED IN HORIZONTAL LIFTS NOT EXCEEDING 12 INCHES IN THICKNESS, DEPENDING OF THE FILL MATERIALS.
 - FINAL GRADING OF ALL FILL SLOPES, BENCHES, CREST AREAS, AND TOE AREAS SHOULD ENSURE THAT WATER IS NOT ALLOWED TO POND ON OR ADJACENT TO THE FILL SLOPES.



REV 6	06/02/2023	FINAL DESIGN
REV 5	03/30/2023	FINAL DESIGN
REV 4	02/02/2023	FINAL DESIGN
REV 3	02/04/2022	FINAL DESIGN
REV 2	11/04/2021	FINAL DESIGN
REV 1	06/29/2021	FINAL DESIGN
100%	4/16/2021	FINAL DESIGN
90%	2/12/2021	PRE-FINAL DESIGN
60%	01/22/2021	INTERMEDIATE DESIGN PACKAGE
ISSUE	DATE	DESCRIPTION

PROJECT MANAGER		TRAVIS SNYDER
DRAWN BY		R. NALLEY
PROJECT NUMBER		10092468

AGGREGATE INDUSTRIES
LYONS QUARRY
RECLAMATION PROJECT

CIVIL
FLOODPLAIN SOIL REMOVAL
AND SITE GRADING PLAN

FILENAME	01C-02.dwg	SHEET	01C-02
SCALE	AS NOTED		