

AMRIZE WEST CENTRAL INC.  
TUCSON SOUTH RESOURCE  
ADAMS COUNTY, COLORADO

-

CONDITIONAL USE PERMIT APPLICATION  
(MINOR AMENDMENT)

April 8, 2026

PREPARED FOR:

AMRIZE WEST CENTRAL INC.  
1687 Cole Boulevard, Suite 300  
Golden, Colorado 80401

PREPARED BY:

AMRIZE WEST CENTRAL INC.  
1687 Cole Boulevard, Suite 300  
Golden, Colorado 80401

# **EXECUTIVE SUMMARY**

## **TUCSON SOUTH RESOURCE CONDITIONAL USE PERMIT (MINOR AMENDMENT) APPLICATION**

This application for a Conditional Use Permit (CUP) Minor Amendment for gravel mining (“Application”) is presented by Amrize West Central Inc. (“Amrize”) to Adams County, Colorado for review and approval as provided for in the Adams County Development Standards and Regulations.

Amrize West Central Inc. (f/k/a Holcim Ltd. f/k/a Aggregate Industries – WCR, Inc.) is seeking a conditional use permit minor amendment to mine land owned by Aggregate Industries and the City of Aurora in Adams County, Colorado. The site is located west of Brighton, north of Highway 7, and South of 168<sup>th</sup> Street. Amrize is pleased to present this revised application based on feedback from the community, local agencies, and other key stakeholders. Amrize appreciates the time and effort of the stakeholders who contributed their input to the Application’s development, and looks forward to continued collaboration during the County review process.

### **HISTORY AND REVISED SCOPE**

In this revised Application, we seek to update the CUP (EXG 2020-0000) under the Amrize West Central Inc. name. On January 28, 2024, Holcim Ltd (Holcim) (f/k/a Aggregate Industries – WCR, Inc.) announced its intent to separate and list its North American business with a full capital market separation (the “Spinoff”) to create the leading pure-play building solutions company in the region.

In connection with the Spinoff, changes to certain legal entity names will take place. This letter is to inform you of the corporate name change for the following operation: **Tucson South Resource (Permit # M-2004-044)**.

Amrize also seeks to remove Conditions of Approval #34-36 (trail easement) from the CUP as requested by the City of Brighton and Adams County in which neither have chosen to accept an easement conveyance.

Amrize believes the Application provides a proposed use that is compatible and in harmony with surrounding uses, which will benefit the community by providing a vital, local source of construction materials to meet construction demand in Adams County, while reducing costs of local building and road projects, enhancing economic development potential and providing job opportunities in Adams County.



City of Brighton  
500 South 4<sup>th</sup> Avenue  
Brighton, CO 80601  
303-655-2000  
[www.brightonco.gov](http://www.brightonco.gov)

November 20, 2025

Adams County Board of County Commissioners  
4430 South Adams County Parkway  
Brighton, Colorado 80601

Re: Tucson South Mine Trail Easement

To whom it may concern,

Through Adams County Resolution 2021-175, a conditional use permit was approved to allow an excavation use within an agricultural zoning district in Adams County, Colorado (the "County"). As a condition of approval, the applicant was required to grant a trail easement to either the City of Brighton (the "City") or the County along the State Highway 7 corridor, generally located on the north side of the State Highway 7 corridor between Riverdale Road and the South Platte River.

After reviewing the proposed trail easement, the City has determined that it is no longer interested in accepting the easement. Since the adoption of Adams County Resolution 2021-175, and corresponding meetings between the mining company and the City, the mining company has changed certain conditions concerning the mining site and the suggested parks and open space. Specifically, many of the originally proposed trails, amenities, and other recreational features have been withdrawn. The proposed trail easement no longer offers a community benefit and does not align with the City's current or future plans in the area of the proposed easement.

The City respectfully declines to accept the trail easement. Please feel free to contact me at the information listed below if you have any questions.

Sincerely,

Michael Martinez  
City Manager  
[citymanager@brightonco.gov](mailto:citymanager@brightonco.gov)  
(303)-655-2043

# Subject: [EXTERNAL] RE: Amrize (formerly Holcim) Tucson South Mine Trail Easement



**Byron Fanning** <BFanning@adamscountyco.gov>  
to Jen Rutter, Singleton, Evan, Sally Dagggett

Fri, Mar 6, 9:44 AM (4 days ago)

**[Warning] This E-mail came from an External sender. Please do not open links or attachments unless you are sure it is trusted.**

Thank you, Jen. Here is my take:

This stretch of trail is not of interest to Adams County Parks, Open Space, & Cultural Arts Department. To my knowledge, it has never been considered to become part of the county trail system. It is not adjacent to a publicly accessible county-maintained trail or open space property (the nearest publicly accessible Adams County maintained property is our trailhead at 136<sup>th</sup> and Old Brighton Road which is 4 miles away via the South Platte River Trail through Brighton). Also, the trail does not connect directly to the South Platte River Trail (it is on the west side of the river, the trail is on the east side) or any other trail in the area and does not provide a loop or recreational activity for the community. Please let me know if you have any further questions.

Thanks,



**J. Byron Fanning Jr.**  
Director, Parks, Open Space, & Cultural Arts  
ADAMS COUNTY, COLORADO  
9755 Henderson Road

TUCSON SOUTH RESOURCE  
APPLICATION FORM



# CONDITIONAL USE PERMIT (MINOR AMENDMENT)

Minor amendments to an approved Conditional Use Permit may be approved, approved with conditions, or denied administratively by the Director and may be authorized without additional public hearings. Such minor amendments may be authorized by the Director as long as the development application, as amended, continues to comply with these standards and regulations, at least to the extent of its original compliance.

Please include this page with your submittal. Submittal instructions are at the top of page 2. More information about checklist items can be found on page 2.

- Application Form
- Written Explanation
- Site Plan
- Landscape Plan
- Documentation of Original Approval
- Proof of Ownership
- Proof of Water and Sewer Services
- Proof of Utilities
- Legal Description
- Statement of Taxes Paid

<b>Application Fees</b>	<b>Amount</b>	<b>Due</b>
Conditional Use Permit (minor amendment)	\$600	After complete application received

## Conditional Use Minor Amendment - Guide to Development Application Submittal

All applications shall be emailed to [epermitcenter@adcogov.org](mailto:epermitcenter@adcogov.org). If the submittal is too large to email as an attachment, the application may be sent as an unlocked OneDrive link. Alternatively, the application may be delivered on a flash drive to the One-Stop Customer Service Center. All documents should be combined in a single PDF. Once a complete application has been received, fees will be invoiced and payable online at <https://permits.adcogov.org/CitizenAccess/>.

### Written Explanation

- A clear and concise description of the proposal. Please include description of use, time frame, purpose of project, proposed improvements, and all other relevant details.

### Site Plan

- A detailed drawing of existing and proposed improvements, including:
  - Streets, roads, and intersections
  - Driveways, access points, and parking areas
  - Existing and proposed structures, wells, and septic systems,
  - Easements, utility lines, and no build or hazardous areas
  - Scale, north arrow, and date of preparation

### Landscape Plan

- Landscaping must meet the requirements outlined in Section 4-19 of the Adams County Development Standards and Regulations
- Landscape plan must include:
  - Number, installation size, and location of each plant type
  - Landscape maintenance plan
  - Bufferyards: identify the uses of adjacent properties and incorporate the correct bufferyard between existing and proposed use

### Proof of Ownership

- A deed may be found in the Office of the Clerk and Recorder.
- A title commitment is prepared by a professional title company.

### Proof of Water/Sewer/Utilities

#### Water

- A written statement from the appropriate water district indicating that they will provide service to the property OR a copy of a current bill from the service provider.
- Well permit(s) information can be obtained from the Colorado State Division of Water Resources at (303) 866-3587.

#### Sewer

- A written statement from the appropriate sanitation district indicating that they will provide service to the property OR a copy of a current bill from the service provider.
- A written statement from Tri-County Health indicating the viability of obtaining Onsite Wastewater Treatment Systems.

#### Utilities (Gas, Electric, etc.)

- A written statement from the appropriate utility provider indicating that they will provide service to the property.
- Copy of a current bill from the service provider.

### Legal Description

- Geographical description used to locate and identify a property.
- Visit <http://gisapp.adcogov.org/quicksearch/> to find the legal description for your property.

### Statement of Taxes Paid

- All taxes on the subject property must be paid in full. Please contact the Adams County Treasurer's Office or visit [ADCOTAX.COM](http://ADCOTAX.COM)



**PROJECT NAME:**

**APPLICANT**

Name(s):  Phone #:   
Address:   
City, State, Zip:   
2nd Phone #:  Email:

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**OWNER**

Name(s):  Phone #:   
Address:   
City, State, Zip:   
2nd Phone #:  Email:

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**TECHNICAL REPRESENTATIVE (Consultant, Engineer, Surveyor, Architect, etc.)**

Name:  Phone #:   
Address:   
City, State, Zip:   
2nd Phone #:  Email:

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**DESCRIPTION OF SITE**

Address: 16202 Tucson Street

City, State, Zip: Brighton, CO 80601

Area (acres or square feet): 285 Acres

Tax Assessor Parcel Number: 0157101300001, 0157101300002, 0157101000028, 0157101000018, 0157101100002, 0157101000033, 0157101000034, 0157101000035, 0157101000016, 0157101000017,

Existing Zoning: A-1

Existing Land Use: Agriculture

Proposed Land Use: Sand and Gravel Mine; Water Storage Reservoirs

Have you attended a Conceptual Review? YES  NO

If Yes, please list PRE#: 2020-00030

I hereby certify that I am making this application as owner of the above described property or acting under the authority of the owner (attached authorization, if not owner). I am familiar with all pertinent requirements, procedures, and fees of the County. I understand that the Application Review Fee is non-refundable. All statements made on this form and additional application materials are true to the best of my knowledge and belief.

Name: Peter Sanguineti

Date: 4/15/2026

Owner's Printed Name

Name: 

Owner's Signature

TUCSON SOUTH RESOURCE  
SITE PLAN







MATCHLINE SEE THIS SHEET BELOW RIGHT



**CERTIFICATION**  
 THIS MAP WAS ORIGINALLY PREPARED BY TETRA TECH (DATA IN THE PUBLIC DOMAIN) FOR AMRIZE SOUTH RESOURCE. AMRIZE-SOUTH, INC. HAS REVIEWED THIS MAP AND CONFIRMS THAT THE INFORMATION IS ACCURATE AND COMPLETE TO THE BEST OF ITS KNOWLEDGE AND BELIEF. TETRA TECH HAS REVIEWED THIS MAP AND CONFIRMS THAT THE INFORMATION IS ACCURATE AND COMPLETE TO THE BEST OF ITS KNOWLEDGE AND BELIEF.  
 DATE: 02/20/2013  
 DRAWN BY: FREDERICK LEE CHARLES

**LEGEND:**  
 MINE PERMIT BOUNDARY  
 TRACT BOUNDARY  
 EASEMENT  
 EFFECTIVE FLOODWAY  
 EFFECTIVE ZONE #6  
 PREPARED FOR MINING  
 CONDITIONS 100 YR FLOODPLAIN  
 EXISTING 100 YR FLOODPLAIN  
 METEORIC BUFFER  
 EXISTING EDGE OF WATER  
 EXISTING 7' CONTOURS  
 EXISTING FENCE  
 EXISTING EDGE OF ROAD  
 EXISTING ELECTRIC LINE  
 EXISTING TELEPHONE LINE  
 EXISTING GAS LINE  
 EXISTING WATER LINE  
 EXISTING TELEPHONE LINE  
 PROPOSED SLURRY WALL  
 PROPOSED CONVEYOR BELT  
 SURFACE EDWARDSWATER TRENCH  
 2' PIPE FOR WATER MAINS  
 ON SITE CONCRETE ROAD  
 ON SITE CONCRETE FOR  
 PROPOSED ACCESS  
 OVERBANK STOCKPILE  
 TOPSOIL STOCKPILE  
 TOPSOIL SCREENING  
 BERM WITH GRASS COVER  
 SETBACK PONDING/ARE POINT  
 EXISTING ASPHALT ROAD  
 EXISTING SOUTH FLATTE RIVER  
 UNDERSTABILIZATION  
 EXISTING WEIPLANS

**NOTE:**  
 PRELIMINARY UNDERSTANDINGS AND LOCAL AWARENESS OF THE PRESENT FIELD CONDITIONS.

MARK	DATE	DESCRIPTION
1	7/20/12	PREPARED FOR MINING
2	7/20/12	PREPARED FOR MINING
3	7/20/12	PREPARED FOR MINING
4	7/20/12	PREPARED FOR MINING
5	7/20/12	PREPARED FOR MINING
6	7/20/12	PREPARED FOR MINING

MARK	DATE	DESCRIPTION
1	7/20/12	PREPARED FOR MINING
2	7/20/12	PREPARED FOR MINING
3	7/20/12	PREPARED FOR MINING
4	7/20/12	PREPARED FOR MINING
5	7/20/12	PREPARED FOR MINING
6	7/20/12	PREPARED FOR MINING

**AMRIZE SOUTH RESOURCE SOUTH AREA & WEST AREA EXHIBIT C**

AMRIZE-SOUTH, INC.  
 TUCSON SOUTH RESOURCE  
 SOUTH AREA & WEST AREA  
 EXHIBIT C

Project No.: 20120301-0001  
 Drawn By: FREDERICK LEE CHARLES  
 Checked By: FREDERICK LEE CHARLES

Scale: 1" = 200'  
 North Arrow  
 Key Map  
 METRIC SCALE

AMRIZE-SOUTH, INC.  
 TUCSON SOUTH RESOURCE  
 SOUTH AREA & WEST AREA  
 EXHIBIT C

Project No.: 20120301-0001  
 Drawn By: FREDERICK LEE CHARLES  
 Checked By: FREDERICK LEE CHARLES

Scale: 1" = 200'  
 North Arrow  
 Key Map  
 METRIC SCALE

AMRIZE-SOUTH, INC.  
 TUCSON SOUTH RESOURCE  
 SOUTH AREA & WEST AREA  
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 TUCSON SOUTH RESOURCE  
 SOUTH AREA & WEST AREA  
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Project No.: 20120301-0001  
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Project No.: 20120301-0001  
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 Checked By: FREDERICK LEE CHARLES

Scale: 1" = 200'  
 North Arrow  
 Key Map  
 METRIC SCALE

AMRIZE-SOUTH, INC.  
 TUCSON SOUTH RESOURCE  
 SOUTH AREA & WEST AREA  
 EXHIBIT C



CERTIFICATION:  
THIS MAP WAS ORIGINALLY PREPARED BY TETRA TECH (2015) IN  
COMPLIANCE WITH THE ARIZONA MINING ACT AND THE ARIZONA  
AMRIZE-WCR, INC. (2015) AND IS BELIEVED TO BE ACCURATE AS OF  
THE DATE OF THIS MAP. ANY CHANGES TO THE MINING  
PLAN REQUIREMENTS THROUGH ANNUAL, PERIODIC AND FILE  
REVISIONS WILL BE REFLECTED IN THE NEXT REVISION AND FILE  
NECESSARY THROUGHOUT THE LIFE OF THE MINE.  
*Matthew J. Cook*  
REGISTERED PROFESSIONAL ENGINEER  
FREEDOM, AZ 85502



1 - TEMPORARY GRASS SCREENING BERM  
NTS



2 - 188TH AVENUE CONVEYOR CROSSING DETAIL  
NTS



3 - ON-SITE ABOVE GROUND CONVEYOR SYSTEM DETAIL  
NTS



4 - TUCSON STREET CONVEYOR CROSSING DETAIL  
NTS



5 - TYPICAL SURFACE WATER DIVERSION CHANNEL  
NTS



6 - TYPICAL DEWATERING POND CROSS SECTION  
NTS



7 - 3-WIRE FARM FENCE DETAIL  
NTS



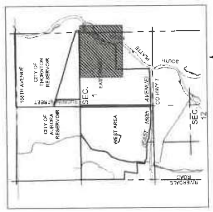




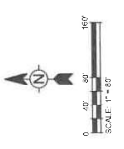
TUCSON SOUTH RESOURCE  
LANDSCAPE PLAN



MARK	DATE	DESCRIPTION	BY
1	1/15/20	REMOVED TRAIL, UPDATED COMPANY LOGO	FLC



NOTE:  
 SEE SHEET L-103 FOR PLANTING LEGEND.





TUCSON SOUTH RESOURCE  
ORIGINAL APPROVAL

TD Pgs: 0 Josh Zygielbaum, Adams County, CO.

STATE OF COLORADO )  
COUNTY OF ADAMS )

At a regular meeting of the Board of County Commissioners for Adams County, Colorado, held at the Government Center in Brighton, Colorado on the 9<sup>th</sup> day of March, 2021 there were present:

Eva J. Henry	Commissioner
Charles "Chaz" Tedesco	Commissioner
Emma Pinter	Commissioner
Steve O'Dorisio	Commissioner
Lynn Baca	Commissioner
Heidi Miller	County Attorney
Erica Hannah	Clerk to the Board

when the following proceedings, among others were held and done, to-wit:

RESOLUTION APPROVING APPLICATION IN CASE # EXG2020-00001 TUCSON SOUTH

Resolution 2021-175

WHEREAS, this case involved a request for a conditional use permit to allow an excavation use in the Agricultural-1 zone district on the following described property:

LOCATION: East and west sides of Tucson Street in between Highway 7 and East 168<sup>th</sup> Avenue (Parcel Numbers: 0157101000016, 0157101000017, 0157101000028, 0157101000033, 0157101000034, 0157101000035, 0157101002001, 0157101100002, 0157101200010, 0157101300001, and 0157101300002)

Legal Description:

TRACT A

THAT PARCEL OF LAND AS DESCRIBED IN A GENERAL WARRANTY DEED RECORDED FEBRUARY 27, 2001

AT RECEPTION NO. C0765905, COUNTY OF ADAMS, STATE OF COLORADO.

EXCEPT PARCEL B AS DESCRIBED IN A GENERAL WARRANTY DEED RECORDED FEBRUARY 27, 2001 AT

RECEPTION NO. C0765905, COUNTY OF ADAMS, STATE OF COLORADO.

AND EXCEPT THAT TRACT OF LAND CONVEYED TO CITY OF AURORA AS DESCRIBED IN GENERAL

WARRANTY DEED RECORDED DECEMBER 22, 2005, AS RECEPTION NO.

20051222001399920, COUNTY OF ADAMS, STATE OF COLORADO.

TRACT B

A PARCEL OF LAND IN THE SW 1/4 OF SECTION I, TOWNSHIP I SOUTH. RANGE 67 WEST OF THE 6TH P.M.,

COUNTY OF ADAMS. STATE OF COLORADO, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION I: THENCE NORTH ALONG THE WEST LINE OF SAID SECTION I A DISTANCE OF 1449 FEET; THENCE S84°05'E A DISTANCE OF 1334.7 FEET TO THE TRUE

POINT OF BEGINNING:

THENCE S69°18'E, 260.7 FEET;

THENCE N07°32'E, 171.6 FEET;

THENCE N69°18'W, 260.7 FEET;

THENCE S07°32'W, 171.6 FEET TO THE POINT OF BEGINNING, COUNTY OF ADAMS, STATE OF COLORADO.

TRACT C

ALL THAT TRACT OF LAND DESCRIBED IN THE SPECIAL WARRANTY DEED RECORDED SEPTEMBER 26, 2016

AT RECEPTION NO. 2016000080681, COUNTY OF ADAMS, STATE OF COLORADO.

TRACT D  
THAT PART OF THE NORTH ONE-HALF SOUTHEAST ONE-QUARTER, SECTION 1,  
TOWNSHIP 1 SOUTH,  
RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, ADAMS COUNTY, COLORADO  
DESCRIBED AS:  
COMMENCING AT THE NORTHWEST CORNER OF SAID NORTH ONE-HALF  
SOUTHEAST ONE-QUARTER, SAID  
POINT BEING THE POINT OF BEGINNING; THENCE N. 89°37'18" E. ALONG THE NORTH  
LINE OF SAID NORTH  
ONE-HALF SOUTHEAST ONE-QUARTER A DISTANCE OF 1050.57 FEET; THENCE S.  
00°08'29" E, PARALLEL  
WITH THE WEST LINE OF SAID NORTH ONE-HALF SOUTHEAST ONE-QUARTER A  
DISTANCE OF 621.95 FEET  
TO A LINE THAT IS PARALLEL WITH THE NORTH LINE OF SAID NORTH ONE-HALF  
SOUTHEAST ONE  
QUARTER AND 5 FEET SOUTH OF AN EXISTING HOUSE; THENCE S. 89°37'18" W.  
ALONG SAID LINE A  
DISTANCE OF 1050.57 FEET TO THE WEST LINE OF SAID NORTH ONE-HALF  
SOUTHEAST ONE-QUARTER;  
THENCE N. 00°08'29" W. ALONG THE WEST LINE OF SAID NORTH ONE-HALF  
SOUTHEAST ONE-QUARTER A  
DISTANCE OF 621.95 FEET, TO THE POINT OF BEGINNING; EXCEPT THE WEST 40.00  
FEET THEREOF,  
COUNTY OF ADAMS, STATE OF COLORADO.

TRACT E  
THAT PART OF THE NORTH ONE-HALF SOUTHEAST ONE QUARTER SECTION 1,  
TOWNSHIP 1 SOUTH,  
RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, ADAMS COUNTY, COLORADO,  
LYING NORTH AND  
WEST OF THE CENTERLINE OF THE SOUTH PLATTE RIVER, DESCRIBED AS:  
COMMENCING AT THE NORTHWEST CORNER OF SAID NORTH ONE-HALF  
SOUTHEAST ONE-QUARTER;  
THENCE SOUTH 00°08'29" EAST ALONG THE WEST LINE OF SAID NORTH ONE-HALF  
SOUTHEAST ONEQUARTER,  
A DISTANCE OF 621.95 FEET TO A LINE THAT IS PARALLEL WITH THE NORTH LINE OF  
SAID  
NORTH ONE-HALF SOUTHEAST ONE-QUARTER AND 5 FEET SOUTH OF AN EXISTING  
HOUSE AND THE  
POINT OF BEGINNING; THENCE NORTH 89°37'18" EAST, PARALLEL WITH THE NORTH  
LINE OF SAID NORTH  
ONE-HALF SOUTHEAST ONE-QUARTER, A DISTANCE OF 1050.57 FEET; THENCE  
NORTH 00°08'29" WEST,  
PARALLEL WITH THE WEST LINE OF SAID NORTH ONE-HALF SOUTHEAST ONE-  
QUARTER, A DISTANCE OF  
621.95 FEET TO THE NORTH LINE OF SAID NORTH ONE-HALF SOUTHEAST ONE-  
QUARTER; THENCE NORTH  
89°37'18" EAST ALONG THE NORTH LINE OF SAID NORTH ONE-HALF SOUTHEAST  
ONE-QUARTER, A  
DISTANCE OF 1635.47 FEET TO THE NORTHEAST CORNER OF SAID NORTH ONE-HALF  
SOUTHEAST ONEQUARTER;  
THENCE SOUTH 00°31'01" EAST ALONG THE EAST LINE OF SAID NORTH ONE-HALF  
SOUTHEAST  
ONE-QUARTER, A DISTANCE OF 590.02 FEET TO THE CENTERLINE OF THE SOUTH  
PLATTE RIVER; THENCE  
SOUTHERLY ALONG THE CENTERLINE OF THE SOUTH PLATTE RIVER SOUTH  
53°55'12" WEST, A DISTANCE  
OF 142.93 FEET TO A LINE THAT IS 646.34 FEET NORTH OF AND PARALLEL WITH THE  
SOUTH LINE OF SAID  
NORTH ONE-HALF SOUTHEAST ONE-QUARTER; THENCE SOUTH 89°54'25" WEST  
ALONG SAID LINE, A

DISTANCE OF 1324.16 FEET TO A LINE THAT IS 1250.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID NORTH ONE-HALF SOUTHEAST ONE-QUARTER; THENCE SOUTH 00°08'29" EAST, PARALLEL WITH THE WEST LINE OF SAID NORTH ONE-HALF SOUTHEAST ONE-QUARTER, A DISTANCE OF 169.08 FEET TO A LINE THAT IS 477.26 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID NORTH ONE-HALF SOUTHEAST ONE-QUARTER; THENCE SOUTH 89°54'25" WEST ALONG SAID LINE , A DISTANCE OF 1250.00 FEET TO THE WEST LINE OF SAID NORTH ONE-HALF SOUTHEAST ONE-QUARTER; THENCE NORTH 00°08'29" WEST ALONG THE WEST LINE OF SAID NORTH ONE-HALF SOUTHEAST ONE-QUARTER, A DISTANCE OF 207.94 FEET TO THE POINT OF BEGINNING, EXCEPT THE WEST 40.00 FEET THEREOF, COUNTY OF ADAMS, STATE OF COLORADO.

TRACT F  
THAT PART OF THE NORTH ONE-HALF OF THE SOUTHEAST ONE-QUARTER, SECTION 1, TOWNSHIP 1, SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, ADAMS COUNTY, STATE OF COLORADO, LYING NORTH AND WEST OF THE CENTERLINE OF THE SOUTH PLATTE RIVER DESCRIBED AS:  
COMMENCING AT THE SOUTHWEST CORNER OF SAID NORTH ONE-HALF SOUTHEAST ONE-QUARTER, SAID POINT BEING THE POINT OF BEGINNING; THENCE N00°08'29"W, ALONG THE WEST LINE OF SAID NORTH ONE-HALF SOUTHEAST ONE-QUARTER A DISTANCE OF 477.26 FEET; THENCE N89°54'25"E, PARALLEL WITH THE SOUTH LINE OF SAID NORTH ONE-HALF SOUTHEAST ONE-QUARTER, A DISTANCE OF 1250.00 FEET; THENCE N00°08'29", PARALLEL WITH THE WEST LINE OF SAID NORTH ONE-HALF SOUTHEAST ONEQUARTER, A DISTANCE OF 169.08 FEET; THENCE N89°54'25"E, PARALLEL WITH THE SOUTH LINE OF SAID NORTH ONE HALF SOUTHEAST ONE-QUARTER A DISTANCE OF 1324.16 FEET TO THE CENTERLINE OF THE SOUTH PLATTE RIVER; THENCE BY THE FOLLOWING COURSES AND DISTANCES ALONG THE CENTERLINE OF THE SOUTH PLATTE RIVER; S53°55'12"W, 94.57 FEET; S32°39'44"W, 231.53 FEET, S26°54'09"W, 242.48 FEET; S15°48'38"W, 187.17 FEET TO THE SOUTH LINE OF SAID NORTH ONE-HALF SOUTHEAST ONEQUARTER; THENCE S89°54'25"W, ALONG THE SOUTH LINE OF SAID NORTH ONE-HALF SOUTHEAST ONEQUARTER, A DISTANCE OF 2210.47 FEET TO THE POINT OF BEGINNING, EXCEPT THE WEST 40.00 FEET THEREOF, COUNTY OF ADAMS, STATE OF COLORADO.

TRACT G  
ALL THAT TRACT OF LAND DESCRIBED IN THE QUIT CLAIM DEED RECORDED MARCH 2, 2017 AT RECEPTION NO. 2017000018970, COUNTY OF ADAMS, STATE OF COLORADO.

TRACT H  
THE SW1/4 OF THE SE1/4 OF SECTION 1, TOWNSHIP 1 SOUTH, RANGE 67 WEST, EXCEPT THAT PART AS DESCRIBED IN BOOK 1055 AT PAGE 52, AND IN BOOK 1214 AT PAGE 326 AND EXCEPT THAT PART DESCRIBED IN BOOK 1205 AT PAGE 128, COUNTY OF ADAMS, STATE OF COLORADO

WHEREAS, the Adams County Planning Commission held a public hearing on the application on the 11<sup>th</sup> day of February, 2021, and forwarded a recommendation of APPROVAL to the Board of County Commissioners; and

WHEREAS, the Board of County Commissioners held a public hearing on the application on the 9<sup>th</sup> day of March, 2021.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that based upon the evidence presented at the hearing and the recommendation of the Adams County Planning Commission, the application in this case is hereby APPROVED based upon the following findings-of-fact and subject to the fulfillment of the following conditions:

Findings-Of-Fact:

1. The conditional use is permitted in the applicable zone district.
2. The conditional use is consistent with the purposes of these standards and regulations.
3. The conditional use will comply with the requirements of these standards and regulations, including but not limited to, all applicable performance standards.
4. The conditional use is compatible with the surrounding area, harmonious with the character of the neighborhood, not detrimental to the immediate area, not detrimental to the future development of the area, and not detrimental to the health, safety, or welfare of the inhabitants of the area and the County.
5. The conditional use permit has addressed all off-site impacts.
6. The site is suitable for the proposed conditional use including adequate usable space, adequate access, and absence of environmental constraints.
7. The site plan for the proposed conditional use will provide the most convenient and functional use of the lot including the parking scheme, traffic circulation, open space, fencing, screening, landscaping, signage, and lighting.
8. Sewer, water, storm water drainage, fire protection, police protection, and roads are to be available and adequate to serve the needs of the conditional use as designed and proposed.

Conditions Precedent to Approval:

1. Evidence shall be provided to the Adams County Environmental Programs Manager that the State of Colorado has approved the groundwater monitoring and mitigation plan for the site that specifically addresses impacts to owners of affected, adjacent, and permitted groundwater wells.
2. Evidence shall be provided to the Adams County Environmental Programs Manager that a Colorado Discharge Permitting System here permit, has been obtained from the Colorado Department of Health & Environment (CDPHE) prior to any site preparation activities.
3. A raptor and bald eagle surveys shall be conducted by a qualified biologist prior to site disturbance, if any grading or construction activity is planned to occur between October 15<sup>th</sup> and July 31<sup>st</sup>. The survey reports shall be provided to both Colorado Parks and Wildlife (CPW) and the Adams County Community & Economic Development Department. In the event that a raptor survey identifies additional nests or documents changes in nest activity status, a site plan detailing raptor nest buffer zones and seasonal restrictions (as provided in the most recent CPW guidance document) shall be provided to the Adams County Community & Economic Development Department.
4. A neighborhood meeting shall be held intended to introduce and distribute contact information for those responsible for mining activities on the site. Notification of the neighborhood meeting will be required for all property owners and residents within 1,000 feet of the subject parcels. Documentation of the meeting (including a meeting summary and a copy of the notification letter) shall be provided to the Adams County Community & Economic Development Department.
5. A conveyor system shall be approved by the County and constructed by the applicant/operator for the transport of materials.
6. A site landscape plan shall be approved by the Adams County Community & Economic Development Department to address the visual impact of the site along public roadways and adjacent residential uses, as well as the site conditions after reclamation has occurred. Adams County will coordinate with the City of Brighton's

- Community Development Department during the review of these landscape plans to ensure that conformance is met with both jurisdictions are satisfied with the result.
7. All pre-mining construction tasks and conditions precedent shall be completed by March 9, 2022, unless extended by the Director of Community and Economic Development. Only one extension may be granted for no more than 180 days based upon a hardship statement that will be provided by the applicant or operator. The conditional use permit will expire on September 8, 2022 if a Notice to Proceed has not been issued.
  8. The Public Stakeholder group must be initiated. The Public Stakeholder Group will include representation from Adams County, the City of Brighton, the City of Aurora, Aggregate Industries and residents of the surrounding area. The overarching purpose of the Public Stakeholder Group is to obtain input from community stakeholders regarding potential post-mining public uses of the property.

Conditions of Approval:

1. The extraction use being granted by this conditional use permit shall not commence until a "Notice to Proceed" is issued by the Adams County Community and Economic Development Department. A Notice to Proceed will only be issued after all conditions precedent of approval are complete.
2. Any operations on the site shall occur from 7:00 a.m. to 7:00 p.m., on Mondays to Saturdays. No operations are permitted on Sundays or within 7:00 p.m. and 7:00 a.m.
3. The operator shall fence gravel pit operations with a fence composed of wood and wire. Where the operation is adjacent to subdivided or developed commercial, residential, or industrial property (except those zoned I-3), a solid screen fence constructed of wood will be erected to prevent the visibility of the mining operation. The operator may fence the entire area immediately, or fence only areas of excavation; however, no fence shall be removed until reclamation has been completed.
4. Landscape installation will occur between March 1<sup>st</sup> and May 15<sup>th</sup> or September 1<sup>st</sup> through October 15<sup>th</sup> after the Notice to proceed is issued. Prior to installing the landscaping, the operator shall work with Adams County staff and City of Brighton staff to determine the location of a future trail along the State Highway 7 corridor. The operator shall install landscaping in a location that will ensure that a trail can be installed in the future, without disturbing the trees and shrubs and other landscaping. The operator shall install an irrigation system to ensure that the plantings are established and maintain the plantings during the mining and reclamation process.
5. All landscape berms and mining operations shall be setback at least fifty (50) feet from the right-of-way along Tucson Street and State Highway 7.
6. Wind gauges with data-logging capabilities shall be installed and located adjacent to the particulate matter monitors.
7. Two (2) continuous, real-time Particulate Matter (PM) monitors must be installed along the southwest and northeast boundary areas of this conditional use permit to provide real-time emissions data for PM-2.5, PM-10 and Total-PM to monitor fugitive dust during all project phases including site preparation and active mining.
8. Radar-activated white noise backup alarms shall be installed for equipment.
9. Aboveground petroleum storage tanks used for equipment fueling must be placed within secondary containment.
10. The mosquito control plan submitted with this application shall be implemented to ensure full compliance.
11. The applicant shall comply with all the requirements specified by the Colorado Department of Natural Resources' Division of Parks & Wildlife provided in their letter dated September 3, 2020.
12. The applicant shall comply with all the requirements specified by the Tri-County Health Department provided in their letter dated October 9, 2020.
13. The applicant shall comply with all the requirements specified by the Colorado Division of Water Resources provided in their letter dated August 25, 2020.
14. All complaints received by the applicant or operator from a well owner within 600 feet from the site boundary shall be provided to the Adams County Environmental Programs Manager. In addition, it shall be provided what the necessary actions taken to address these impacts. The information shall be provided to the County within 30 days of filing such reports with the Division of Mining & Reclamation Safety (DRMS). For subject wells put to beneficial use prior to commencement of

- mining activities, the applicant or operator will begin to implement one or more mitigation measures if mining and reclamation activity is determined to be a significant contributing factor to groundwater changes requiring mitigation.
15. All complaints pertaining to off-site impacts shall be provided to the Adams County Environmental Program Manager including a summary of the complaints and resolution methods of such complaints. These documents shall be provided as part of the monthly air monitoring report, as applicable.
  16. Fugitive dust control measures must always be functioning to ensure onsite visible emissions do not exceed limits specified within the Air Pollution Control District Construction Permit issued to Aggregate Industries for the Tucson South Pit.
  17. Copies of Clean Waters Act 404 Permit (CWA 404) and 401 Water Quality Certification (as required for operations affecting the South Platte River and adjacent riparian wetlands) shall be provided to the Adams County Environmental Programs Manager.
  18. Records of high wind speed shutdowns and a summary of shutdown periods shall be provided within each monthly air monitoring report that is submitted to the Adams County Environmental Programs Manager, as applicable.
  19. Any documented exceedance of the 24-hour ambient air quality standard for particulate matter shall be provided to the Adams County Environmental Program Manager within 24-hours of such occurrence. Concurrent Air Pollution Control Division notification may be required.
  20. Monthly reports detailing particulate matter monitoring shall be provided to the Adams County Environmental Program Manager. Corresponding wind gauge data shall be included within these reports.
  21. An Annual Reclamation Report shall be provided to the Adams County Environmental Program Manager. The Annual Reclamation Report must include: information submitted to the Colorado Division of Mining Reclamation and Safety, updates related to the anticipated completion date for completion for the West and East Cells, updates related to stakeholder group engagement, and a summary of annual progress towards agreed public uses. Upon receipt of the annual reclamation report, the Adams County Board of County Commissioners shall have the right to request a site visit or additional information from the operator to answer any questions provided from the Board of County Commissioners regarding the report.
  22. Stockpiles of material shall not exceed a maximum of twenty (20) feet in height. Stockpiles shall not be stored in the floodway.
  23. Operations shall cease during periods of high winds as measured by anemometer or other type of wind gauge permanently stationed on-site. High winds shall be defined as when wind gusts exceed 30 mph, or a sustained wind of 20 mph is detected.
  24. Mining and reclamation shall comply with the Mineral Conservation Overlay (MCO) and the section titled Extraction and Disposal Uses found within the Industrial Use Performance Standards, as adopted by Adams County found within the Adams County Development Standards and Regulations.
  25. All fluid spills such as hydraulic and oil from maintenance of equipment, shall be removed and disposed of at a facility permitted for such disposal.
  26. The storage or processing of materials that are buoyant, flammable, hazardous, explosive, or considered solid waste shall not be allowed within the areas designated as floodplain or floodway.
  27. Any new sources of fill material, other than the ones listed within the application, shall require a "Notice to Proceed" to be issued by the Department of Community and Economic Development, after the applicant has certified the cleanliness of the new source material; any proposed haul routes must be approved through an amendment to the conditional use permit.
  28. The subsequent reclamation of areas that have been mined must be initiated immediately to keep the total disturbed areas at any one time to a minimum.
  29. The mining operations will conform to the phasing plan provided with the application.
  30. Materials that are unnecessary for extraction or reclamation shall not be imported into the site without the permission of the Adams County Director of Community and Economic Development.
  31. Since the lined water storage reservoirs are components of the post-reclamation project plans, and Tucson Street is proposed to remain a public road. A stability

analysis for at least one cross-section under a saturated slope (high pore water pressure)/rapid reservoir drawdown condition across the Tucson Street embankment, shall be performed to verify that the proposed slopes below Tucson Street will be stable under all conditions, or to determine a stable slope configuration.

- 32. All mining operations, reclamation of sloping, grading, and initial seeding shall be completed within eight (8) years of the Notice to Proceed, but no later than March 9, 2030.
- 33. Landscaping installation at the time of reclamation shall include a minimum of 100 trees and 200 shrubs. Trees shall be a minimum of five feet in height at the time installation. All landscaping that does not establish after one year will be replaced and expected to establish after one year. Replacement of landscaping that does not establish will be given another year to establish.
- 34. The trail easement north of the Highway 7 right-of-way shall be recorded prior to March 9, 2030.
- 35. The proposed trail north of Highway 7 will be designed to include pedestrian and bicycle traffic and measure a minimum of ten feet wide. Any proposed modification to reduce the width will require approval by the Adams County Director of Community & Economic Development.
- 36. The design and construction of a public access trail on the West Cell, shall be as provided for in the DRMS permit. The trail will be constructed as soon as possible during the reclamation process for the West Cell. Commencement of reclamation and trail construction on the West Cell will occur within five years after the issuance of a Notice to Proceed by Adams County.
- 37. The applicant shall facilitate quarterly neighborhood meetings after the issuance of the notice to proceed to encourage collaboration and open lines of communication between the applicant and the nearby neighborhood(s). The applicant shall provide written notice for each neighborhood meeting to property owners within one half mile from the site at least 10 days prior to the meeting.

**NOTE TO THE APPLICANT:**

- 1. All applicable building, zoning, health, engineering, and fire codes shall be adhered to with this request.

**Upon motion duly made and seconded the foregoing resolution was adopted by the following vote:**

Henry	_____	Nay
Tedesco	_____	Aye
Pinter	_____	Aye
O'Dorisio	_____	Aye
Baca	_____	Nay

**Commissioners**

**STATE OF COLORADO )  
County of Adams )**

**I, Josh Zygielbaum, County Clerk and ex-officio Clerk of the Board of County Commissioners in and for the County and State aforesaid do hereby certify that the annexed and foregoing Order is truly copied from the Records of the Proceedings of the Board of County Commissioners for said Adams County, now in my office.**

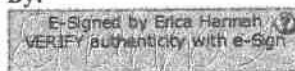
**IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said County, at Brighton, Colorado this 9<sup>th</sup> day of March A.D. 2021.**

**County Clerk and ex-officio Clerk of the Board of County Commissioners**

**Josh Zygielbaum:**



**By:**



**Deputy**

TUCSON SOUTH RESOURCE  
LEGAL DESCRIPTION

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# Adams County Map



**Legend**

Highways (5,000 - 10,000)

- Interstate
- Highway
- Tollway

Building

County Parks and Open Space

Cities

- Arvada
- Aurora
- Bennett
- Brighton
- Commerce City
- Federal Heights
- Lochbuie
- Northglenn
- Thornton
- Westminster

Small Lakes

Major Lakes

Rivers

- Canal
- Ditch
- Primary Creek
- River
- Secondary Creek
- Stream

Parcels

County Boundary

1: 8,755

**Notes**

0.3 0 0.14 0.3 Miles

This map is a user generated static output from an internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable. THIS MAP IS NOT TO BE USED FOR NAVIGATION

## EXHIBIT A

### Legal Description

Tucson South Resource is located one mile west of the City of Brighton in Adams County, Colorado. The amended Tucson South Permit Boundary includes 285 acres. The Affected Area boundary, which is the mine permit boundary less the westernmost parcel (owned and operated by the City of Aurora for non-mining purposes) has an area of approximately 234.2 acres.

The Permit Boundary is comprised of two distinct mining areas separated by Tucson Street, the Tucson Street right-of-way and the portion of the off-site conveyor route located within Adams County. Acreage within the Permit Boundary (excluding conveyor route easements and Tucson St. ROW) is summarized as follows:

- West - Phase 1, 137.6 acres, Tracts A, B, C, K, located north of State Highway 7 and west of Tucson Street;
- East - Phase 2, 139.4 acres, Tracts D, E, F, G, H, M, located north of State Highway 7 and east of Tucson Street;

The tracts that will be mined within the Permit Boundary are owned by Aggregate Industries-WCR, Inc., and the City of Aurora. The preferred conveyor route crosses a parcel owned by the City of Aurora. The optional conveyor route crosses a parcel owned by the City of Thornton. The Tucson Street right-of-way is owned by Adams County. Specific legal descriptions for the tracts within the Permit Boundary are included below.

#### Quarter, quarter section description of the proposed permit area:

Portions of the S ½ of Section 1, the NE ¼ of Section 1 and NE ¼ of the NW ¼, of Section 12, Township 1 South, Range 67 West of the Sixth Principal Meridian, Adams County, State of Colorado.

#### Latitude/Longitude of main entrance:

39.99007° N  
104.83759° W

#### Tract Specific Legal Descriptions

##### TRACT A

THAT PARCEL OF LAND AS DESCRIBED IN A GENERAL WARRANTY DEED RECORDED FEBRUARY 27, 2001 AT RECEPTION NO. C0765905, COUNTY OF ADAMS, STATE OF COLORADO.

EXCEPT PARCEL B AS DESCRIBED IN A GENERAL WARRANTY DEED RECORDED FEBRUARY 27, 2001 AT RECEPTION NO. C0765905, COUNTY OF ADAMS, STATE OF COLORADO.

AND EXCEPT THAT TRACT OF LAND CONVEYED TO CITY OF AURORA AS DESCRIBED IN GENERAL WARRANTY DEED RECORDED DECEMBER 22, 2005, AS RECEPTION NO. 20051222001399920, COUNTY OF ADAMS, STATE OF COLORADO.

##### TRACT B

A PARCEL OF LAND IN THE SW 1/4 OF SECTION 1, TOWNSHIP 1 SOUTH. RANGE 67 WEST OF THE 6TH P.M., COUNTY OF ADAMS. STATE OF COLORADO, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 1: THENCE NORTH ALONG THE WEST LINE OF SAID SECTION 1 A DISTANCE OF 1449 FEET; THENCE S84°05'E A DISTANCE OF 1334.7 FEET TO THE TRUE POINT OF BEGINNING:

THENCE S69°18'E, 260.7 FEET;

THENCE N07°32'E, 171.6 FEET;

THENCE N69°18'W, 260.7 FEET;

THENCE S07°32'W, 171.6 FEET TO THE POINT OF BEGINNING, COUNTY OF ADAMS, STATE OF COLORADO.

#### TRACT C

ALL THAT TRACT OF LAND DESCRIBED IN THE SPECIAL WARRANTY DEED RECORDED SEPTEMBER 26, 2016 AT RECEPTION NO. 2016000080681, COUNTY OF ADAMS, STATE OF COLORADO.

#### TRACT D

THAT PART OF THE NORTH ONE-HALF SOUTHEAST ONE-QUARTER, SECTION 1, TOWNSHIP 1 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, ADAMS COUNTY, COLORADO DESCRIBED AS:

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTH ONE-HALF SOUTHEAST ONE-QUARTER, SAID POINT BEING THE POINT OF BEGINNING; THENCE N. 89°37'18" E. ALONG THE NORTH LINE OF SAID NORTH ONE-HALF SOUTHEAST ONE-QUARTER A DISTANCE OF 1050.57 FEET; THENCE S. 00°08'29" E, PARALLEL WITH THE WEST LINE OF SAID NORTH ONE-HALF SOUTHEAST ONE-QUARTER A DISTANCE OF 621.95 FEET TO A LINE THAT IS PARALLEL WITH THE NORTH LINE OF SAID NORTH ONE-HALF SOUTHEAST ONE QUARTER AND 5 FEET SOUTH OF AN EXISTING HOUSE; THENCE S. 89°37'18" W. ALONG SAID LINE A DISTANCE OF 1050.57 FEET TO THE WEST LINE OF SAID NORTH ONE-HALF SOUTHEAST ONE-QUARTER; THENCE N. 00°08'29" W. ALONG THE WEST LINE OF SAID NORTH ONE-HALF SOUTHEAST ONE-QUARTER A DISTANCE OF 621.95 FEET, TO THE POINT OF BEGINNING; EXCEPT THE WEST 40.00 FEET THEREOF, COUNTY OF ADAMS, STATE OF COLORADO.

#### TRACT E

THAT PART OF THE NORTH ONE-HALF SOUTHEAST ONE QUARTER SECTION 1, TOWNSHIP 1 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, ADAMS COUNTY, COLORADO, LYING NORTH AND WEST OF THE CENTERLINE OF THE SOUTH PLATTE RIVER, DESCRIBED AS:

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTH ONE-HALF SOUTHEAST ONE-QUARTER; THENCE SOUTH 00°08'29" EAST ALONG THE WEST LINE OF SAID NORTH ONE-HALF SOUTHEAST ONE-QUARTER, A DISTANCE OF 621.95 FEET TO A LINE THAT IS PARALLEL WITH THE NORTH LINE OF SAID NORTH ONE-HALF SOUTHEAST ONE-QUARTER AND 5 FEET SOUTH OF AN EXISTING HOUSE AND THE POINT OF BEGINNING; THENCE NORTH 89°37'18" EAST, PARALLEL WITH THE NORTH LINE OF SAID NORTH ONE-HALF SOUTHEAST ONE-QUARTER, A DISTANCE OF 1050.57 FEET; THENCE NORTH 00°08'29" WEST, PARALLEL WITH THE WEST LINE OF SAID NORTH ONE-HALF SOUTHEAST ONE-QUARTER, A DISTANCE OF 621.95 FEET TO THE NORTH LINE OF SAID NORTH ONE-HALF SOUTHEAST ONE-QUARTER; THENCE NORTH 89°37'18" EAST ALONG THE NORTH LINE OF SAID NORTH ONE-HALF SOUTHEAST ONE-QUARTER, A DISTANCE OF 1635.47 FEET TO THE NORTHEAST CORNER OF SAID NORTH ONE-HALF SOUTHEAST ONE-QUARTER; THENCE SOUTH 00°31'01" EAST ALONG THE EAST LINE OF SAID NORTH ONE-HALF SOUTHEAST ONE-QUARTER, A DISTANCE OF 590.02 FEET TO THE CENTERLINE OF THE SOUTH PLATTE RIVER; THENCE SOUTHERLY ALONG THE CENTERLINE OF THE SOUTH PLATTE RIVER SOUTH 53°55'12" WEST, A DISTANCE OF 142.93 FEET TO A LINE THAT IS 646.34 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID NORTH ONE-HALF SOUTHEAST ONE-QUARTER; THENCE SOUTH 89°54'25" WEST ALONG SAID LINE, A DISTANCE OF 1324.16 FEET TO A LINE THAT IS 1250.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE

OF SAID NORTH ONE-HALF SOUTHEAST ONE-QUARTER; THENCE SOUTH 00°08'29" EAST, PARALLEL WITH THE WEST LINE OF SAID NORTH ONE-HALF SOUTHEAST ONE-QUARTER, A DISTANCE OF 169.08 FEET TO A LINE THAT IS 477.26 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID NORTH ONE-HALF SOUTHEAST ONE-QUARTER; THENCE SOUTH 89°54'25" WEST ALONG SAID LINE, A DISTANCE OF 1250.00 FEET TO THE WEST LINE OF SAID NORTH ONE-HALF SOUTHEAST ONE-QUARTER; THENCE NORTH 00°08'29" WEST ALONG THE WEST LINE OF SAID NORTH ONE-HALF SOUTHEAST ONE-QUARTER, A DISTANCE OF 207.94 FEET TO THE POINT OF BEGINNING, EXCEPT THE WEST 40.00 FEET THEREOF, COUNTY OF ADAMS, STATE OF COLORADO.

TRACT F

THAT PART OF THE NORTH ONE-HALF OF THE SOUTHEAST ONE-QUARTER, SECTION 1, TOWNSHIP 1, SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, ADAMS COUNTY, STATE OF COLORADO, LYING NORTH AND WEST OF THE CENTERLINE OF THE SOUTH PLATTE RIVER DESCRIBED AS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID NORTH ONE-HALF SOUTHEAST ONE-QUARTER, SAID POINT BEING THE POINT OF BEGINNING; THENCE N00°08'29"W, ALONG THE WEST LINE OF SAID NORTH ONE-HALF SOUTHEAST ONE-QUARTER A DISTANCE OF 477.26 FEET; THENCE N89°54'25"E, PARALLEL WITH THE SOUTH LINE OF SAID NORTH ONE-HALF SOUTHEAST ONE-QUARTER, A DISTANCE OF 1250.00 FEET; THENCE N00°08'29", PARALLEL WITH THE WEST LINE OF SAID NORTH ONE-HALF SOUTHEAST ONE-QUARTER, A DISTANCE OF 169.08 FEET; THENCE N89°54'25"E, PARALLEL WITH THE SOUTH LINE OF SAID NORTH ONE HALF SOUTHEAST ONE-QUARTER A DISTANCE OF 1324.16 FEET TO THE CENTERLINE OF THE SOUTH PLATTE RIVER; THENCE BY THE FOLLOWING COURSES AND DISTANCES ALONG THE CENTERLINE OF THE SOUTH PLATTE RIVER; S53°55'12"W, 94.57 FEET; S32°39'44"W, 231.53 FEET, S26°54'09"W, 242.48 FEET; S15°48'38"W, 187.17 FEET TO THE SOUTH LINE OF SAID NORTH ONE-HALF SOUTHEAST ONE-QUARTER; THENCE S89°54'25"W, ALONG THE SOUTH LINE OF SAID NORTH ONE-HALF SOUTHEAST ONE-QUARTER, A DISTANCE OF 2210.47 FEET TO THE POINT OF BEGINNING, EXCEPT THE WEST 40.00 FEET THEREOF, COUNTY OF ADAMS, STATE OF COLORADO.

TRACT G

ALL THAT TRACT OF LAND DESCRIBED IN THE QUIT CLAIM DEED RECORDED MARCH 2, 2017 AT RECEPTION NO. 2017000018970, COUNTY OF ADAMS, STATE OF COLORADO.

TRACT H

THE SW1/4 OF THE SE1/4 OF SECTION 1, TOWNSHIP 1 SOUTH, RANGE 67 WEST, EXCEPT THAT PART AS DESCRIBED IN BOOK 1055 AT PAGE 52, AND IN BOOK 1214 AT PAGE 326 AND EXCEPT THAT PART DESCRIBED IN BOOK 1205 AT PAGE 128, COUNTY OF ADAMS, STATE OF COLORADO

TRACT K

A PARCEL OF LAND LOCATED IN THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 1 SOUTH, RANGE 67 WEST OF THE 6TH P.M., COUNTY OF ADAMS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE EAST QUARTER CORNER OF SAID SECTION 1; THENCE SOUTH  $89^{\circ}39'53''$  WEST 2445.14 FEET ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 1; THENCE NORTH  $00^{\circ}06'03''$  WEST 827.14 FEET; THENCE 214.58 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 2944.62 FEET AND A LONG CHORD WHICH BEARS NORTH  $69^{\circ}36'00''$  WEST 214.53 FEET TO A POINT LYING 40.00 FEET EASTERLY FROM THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 1; THENCE NORTH  $00^{\circ}06'03''$  WEST 32.52 FEET PARALLEL TO THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 1; THENCE 305.94 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 2914.62 FEET AND A LONG CHORD WHICH BEARS SOUTH  $70^{\circ}16'26''$  EAST 305.80 FEET, SAID POINT BEING ON THE SOUTHERLY LINE OF THE TUCSON RESOURCES SUBDIVISION AS RECORDED IN THE ADAMS COUNTY RECORDS IN FILE 17 MAP 855; THENCE SOUTH  $73^{\circ}16'48''$  EAST 2463.67 FEET ALONG THE SOUTHERLY LINE OF SAID TUCSON RESOURCES SUBDIVISION TO THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 1; THENCE SOUTH  $00^{\circ}10'30''$  EAST 108.13 FEET ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 1 TO THE POINT OF BEGINNING.

TRACT M

A PARCEL OF LAND LOCATED IN THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 1 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE EAST ONE-QUARTER CORNER OF SECTION 1; THENCE WEST 2445.14 FEET; THENCE NORTH 827.14 FEET; THENCE 214.58 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 2944.62 FEET AND A LONG CHORD WHICH BEARS NORTH 69D36' WEST 214.53 FEET TO A POINT 40 FEET EASTERLY FROM THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 1; THENCE NORTH 32.52 FEET; THENCE 305.94 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 2914.62 FEET AND A LONG CHORD WHICH BEARS SOUTH 70D16' EAST 305.80 FEET; THENCE SOUTH 73D16' EAST 2463.67 FEET; THENCE SOUTH 108.13 FEET TO THE POINT OF BEGINNING.

TUCSON SOUTH RESOURCE  
PROOF OF OWNERSHIP  
&  
STATEMENT OF TAXES PAID

---

Tract A



# ADAMS COUNTY COLORADO TREASURER'S OFFICE RECEIPT OF PAYMENT

Account	Parcel Number	Receipt Date	Receipt Number
R0167871	0157101300002	May 23, 2025	2025-05-23-TML-13086

AGGREGATE INDUSTRIES WCR INC  
6211 N ANN ARBOR RD  
DUNDEE, MI 48131-9527

Situs Address	Payor
0	AGGREGATE INDUSTRIES WCR INC 6211 N ANN ARBOR RD DUNDEE, MI 48131-9527

Legal Description	Actual	Assessed	Year	Area	Mill Levy
SECT,TWN,RNG:1-67- TRACT:1 DESC: SW4 EXC ROW EXC PARCS AND EXC HIWAY 84/8630A					
UNIM LND 35-99.99 AC - 0550	500,692	139,690	2024	290	105.048

**Payments Received**  
 Check Multi-Account Payment  
 Check Number 4000331777  
 Payor HOLCIM-AMC MANAGEMENT, INC. 6211 N ANN ARBOR RD. DUNDEE, MI 48131

Payments Applied		Billed	Prior Payments	New Payments	Balance
Year	Charges				
2024	Tax Charge	\$14,674.16	\$7,337.08	\$7,337.08	\$0.00
				\$7,337.08	\$0.00
<b>Balance Due as of May 23, 2025</b>					<b>\$0.00</b>

ALL CHECKS ARE SUBJECT TO FINAL COLLECTION. THANK YOU FOR YOUR PAYMENT!

EMAIL: [treasurer@adcogov.org](mailto:treasurer@adcogov.org) | PHONE: 720.523.6160 | WEBSITE: [www.adcotax.com](http://www.adcotax.com)

Tract B



# ADAMS COUNTY COLORADO TREASURER'S OFFICE RECEIPT OF PAYMENT

Account	Parcel Number	Receipt Date	Receipt Number
R0008078	0157101000018	May 23, 2025	2025-05-23-TML-13086

AGGREGATE INDUSTRIES - WCR INC  
1707 COLE BLVD STE 100  
GOLDEN, CO 80401-3219

Situs Address	Payor
0	AGGREGATE INDUSTRIES - WCR INC 1707 COLE BLVD STE 100 GOLDEN, CO 80401-3219

**Legal Description**  
SECT,TWN,RNG:1-1-67 DESC: BEG AT SW COR SEC 1 TH N 1449 FT TH S 84D 05M E 1334/7 FT TO POB TH S 69D 18M E 260/7 FT TH N 07D 32M E 171/6 FT TH N 69D 18M W 260/7 FT TH S 07D 32M W 171/6 FT TO POB 1A

Property Code	Actual	Assessed	Year	Area	Mill Levy
UNIM LND 35-99.99 AC - 0550	5,900	1,650	2024	294	107.572

**Payments Received**  
Check Multi-Account Payment  
Check Number 4000331777  
Payor HOLCIM-AMC MANAGEMENT, INC. 6211 N ANN ARBOR RD. DUNDEE, MI 48131

Payments Applied		Billed	Prior Payments	New Payments	Balance
Year	Charges				
2024	Tax Charge	\$177.50	\$88.75	\$88.75	\$0.00
				\$88.75	\$0.00
<b>Balance Due as of May 23, 2025</b>					<b>\$0.00</b>

ALL CHECKS ARE SUBJECT TO FINAL COLLECTION. THANK YOU FOR YOUR PAYMENT!  
EMAIL: treasurer@adcogov.org | PHONE: 720.523.6160 | WEBSITE: www.adcotax.com

Tract E



# ADAMS COUNTY COLORADO TREASURER'S OFFICE RECEIPT OF PAYMENT

Account	Parcel Number	Receipt Date	Receipt Number
R0008090	0157101000034	May 23, 2025	2025-05-23-TML-13086

AGGREGATE INDUSTRIES-WCR INC  
6211 N ANN ARBOR RD  
DUNDEE, MI 48131-9527

Situs Address	Payor
16312 TUCSON ST	AGGREGATE INDUSTRIES-WCR INC 6211 N ANN ARBOR RD DUNDEE, MI 48131-9527

**Legal Description**  
SECT,TWN,RNG:1-1-67 DESC: PT OF N2 SE4 SEC 1 DESC AS BEG AT NW COR SD N2 SE4 TH S 621/95 FT TO A LN // WITH N LN SD N2 SE4 AND 5 FT S OF EXISTING HOUSE AND THE POB TH E 1050/57 FT TH N 621/95 FT TO N LN SD N2 SE4 TH E 1635/47 FT TO NE COR SD N2 SE4 TH S 590/02 FT TO C/L S PLATTE RIVER TH SLY ALG SD C/L S 53D 55M W 142/93 FT TO A LN THAT IS 646/34 FT N OF AND // WITH S LN SD N2 SE4 TH W 1324/16 FT TO A LN THAT IS 1250 FT E OF AND // WITH W LN SD N2 SE4 TH S 169/08 FT TO A LN THAT IS 477/26 FT N OF AND // WITH S LN SD N2 SE4 TH W 1250 FT TO W LN SD N2 SE4 TH N 207/94 FT TO POB EXC W 40 FT 30/73A

Property Code	Actual	Assessed	Year	Area	Mill Levy
UNIM LND 10-34.99 AC - 0540	15,365	4,290	2024	290	105.048

**Payments Received**  
Check Multi-Account Payment  
Check Number 4000331777  
Payor HOLCIM-AMC MANAGEMENT, INC. 6211 N ANN ARBOR RD. DUNDEE, MI 48131

Payments Applied					
Year	Charges	Billed	Prior Payments	New Payments	Balance
2024	Tax Charge	\$450.66	\$225.33	\$225.33	\$0.00
				\$225.33	\$0.00
<b>Balance Due as of May 23, 2025</b>					<b>\$0.00</b>

ALL CHECKS ARE SUBJECT TO FINAL COLLECTION. THANK YOU FOR YOUR PAYMENT!

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# ADAMS COUNTY COLORADO TREASURER'S OFFICE RECEIPT OF PAYMENT

Account	Parcel Number	Receipt Date	Receipt Number
R0008091	0157101000035	May 23, 2025	2025-05-23-TML-13086

AGGREGATE INDUSTRIES-WCR INC  
6211 N ANN ARBOR RD  
DUNDEE, MI 48131-9527

**Situs Address**  
16202 TUCSON ST

**Payor**  
AGGREGATE INDUSTRIES-WCR INC  
6211 N ANN ARBOR RD  
DUNDEE, MI 48131-9527

**Legal Description**

SECT,TWN,RNG:1-1-67 DESC: PT OF N2 SE4 SEC 1 LYING N AND W OF C/L SOUTH PLATTE RIVER DESC AS BEG AT SW COR SD N2 SE4 SD PT BEING THE POB TH N 477/26 FT TH E 1250 FT TH N 169/08 FT TH E 1324/16 FT TO C/L SOUTH PLATTE RIVER TH THE FOL COURSES AND DIST ALG SD C/L S 53D 55M W 94/57 FT S 32D 39M W 231/53 FT S 26D 54M W 242/48 FT S 15D 48M W 187/17 FT TO S LN SD N2 SE4 TH W 2210/47 FT TO POB EXC W 40 FT 29/56A

Property Code	Actual	Assessed	Year	Area	Mill Levy
UNIM LND 10-34.99 AC - 0540	29,560	8,250	2024	290	105.048

**Payments Received**

Check Multi-Account Payment  
Check Number 4000331777  
Payor HOLCIM-AMC MANAGEMENT, INC. 6211 N ANN ARBOR RD. DUNDEE, MI 48131

**Payments Applied**

Year	Charges	Billed	Prior Payments	New Payments	Balance
2024	Tax Charge	\$866.66	\$433.33	\$433.33	\$0.00
				\$433.33	\$0.00
<b>Balance Due as of May 23, 2025</b>					<b>\$0.00</b>

ALL CHECKS ARE SUBJECT TO FINAL COLLECTION. THANK YOU FOR YOUR PAYMENT!

EMAIL: [treasurer@adcogov.org](mailto:treasurer@adcogov.org) | PHONE: 720.523.6160 | WEBSITE: [www.adcotax.com](http://www.adcotax.com)

Tract H



# ADAMS COUNTY COLORADO TREASURER'S OFFICE RECEIPT OF PAYMENT

Account	Parcel Number	Receipt Date	Receipt Number
R0008076	0157101000016	May 23, 2025	2025-05-23-TML-13086

AGGREGATE INDUSTRIES-WCR INC  
6211 N ANN ARBOR RD  
DUNDEE, MI 48131-9527

Situs Address	Payor
13115 E 160TH AVE	AGGREGATE INDUSTRIES-WCR INC 6211 N ANN ARBOR RD DUNDEE, MI 48131-9527

**Legal Description**  
TUCSON SOUTH RESOURCE M-2004-044 EXC HIWAY AND EXC W 30 FT 30/119A SECT,TWN,RNG:1-1-67 DESC: SW4 SE4 EXC PARC IN NW COR

Property Code	Actual	Assessed	Year	Area	Mill Levy
AG FLOOD IRRG LAND - 4117	29,133	7,690	2024	290	105.048
FARM/RANCH RESID - 4277	114,484	3,990	2024	290	105.048
FARM/RANCH BLDG - 4279	32,178	8,490	2024	290	105.048

**Payments Received**  
Check Multi-Account Payment  
Check Number 4000331777  
Payor HOLCIM-AMC MANAGEMENT, INC. 6211 N ANN ARBOR RD. DUNDEE, MI 48131

**Payments Applied**

Year	Charges	Billed	Prior Payments	New Payments	Balance
2024	Tax Charge	\$2,118.82	\$1,059.41	\$1,059.41	\$0.00
				\$1,059.41	\$0.00
<b>Balance Due as of May 23, 2025</b>					<b>\$0.00</b>

ALL CHECKS ARE SUBJECT TO FINAL COLLECTION. THANK YOU FOR YOUR PAYMENT!

EMAIL: [treasurer@adcogov.org](mailto:treasurer@adcogov.org) | PHONE: 720.523.6160 | WEBSITE: [www.adcotax.com](http://www.adcotax.com)

Tract D



# ADAMS COUNTY COLORADO TREASURER'S OFFICE RECEIPT OF PAYMENT

Account	Parcel Number	Receipt Date	Receipt Number
R0008089	0157101000033	May 23, 2025	2025-05-23-TML-13086

AGGREGATE INDUSTRIES-WCR INC  
6211 N ANN ARBOR RD  
DUNDEE, MI 48131-9527

Situs Address	Payor
16332 TUCSON ST	AGGREGATE INDUSTRIES-WCR INC 6211 N ANN ARBOR RD DUNDEE, MI 48131-9527

**Legal Description**  
SECT,TWN,RNG:1-1-67 DESC: PT OF N2 SE4 SEC 1 DESC AS BEG AT NW COR SD N2 SE4 TH E 1050/57 FT TH S 621/95 FT TO A LN // WITH N LN SD N2 SE4 AND 5 FT S OF EXISTING HOUSE TH W 1050/57 FT TO W LN SD N2 SE4 TH N 621/95 FT TO POB EXC W 40 FT 14/43A

Property Code	Actual	Assessed	Year	Area	Mill Levy
UNIM LND 10-34.99 AC - 0540	7,215	2,010	2024	290	105.048

**Payments Received**  
Check Multi-Account Payment  
Check Number 4000331777  
Payor HOLCIM-AMC MANAGEMENT, INC. 6211 N ANN ARBOR RD. DUNDEE, MI 48131

**Payments Applied**

Year	Charges	Billed	Prior Payments	New Payments	Balance
2024	Tax Charge	\$211.16	\$105.58	\$105.58	\$0.00
				\$105.58	\$0.00
<b>Balance Due as of May 23, 2025</b>					<b>\$0.00</b>

ALL CHECKS ARE SUBJECT TO FINAL COLLECTION. THANK YOU FOR YOUR PAYMENT!  
EMAIL: treasurer@adcogov.org | PHONE: 720.523.6160 | WEBSITE: www.adcotax.com

Tract M



# ADAMS COUNTY COLORADO TREASURER'S OFFICE RECEIPT OF PAYMENT

Account	Parcel Number	Receipt Date	Receipt Number
R0134288	0157101100002	May 23, 2025	2025-05-23-TML-13086

AGGREGATE INDUSTRIES-WCR INC  
6211 N ANN ARBOR RD  
DUNDEE, MI 48131-9527

Situs Address	Payor
0	AGGREGATE INDUSTRIES-WCR INC 6211 N ANN ARBOR RD DUNDEE, MI 48131-9527

**Legal Description**  
SECT,TWN,RNG:1-1-67 DESC: PARCEL B PARC OF LAND IN THE S2 OF THE NE4 OF SEC 1 DESC AS FOLS  
BEG AT THE E4 COR OF SD SEC 1 TH W 2445/14 FT TH N 827/14 FT TH 214/58 FT ALG THE ARC OF A  
CURV TO THE RT HAV A RAD 2944/62 FT AND A LONG CHD WHICH BRS N 69D 36M W 214/53 FT TO A PT  
40 FT ELY FROM THE W LN OF THE NE4 OF SD SEC 1 TH N 32/52 FT TH 305/94 FT ALG THE ARC OF A  
CURV TO THE LEFT HAV A RAD OF 2914/62 FT AND A LONG CHD WHICH BRS S 70D 16M E 305/80 FT TH  
S 73D 16M E 2463/67 FT TH S 108/13 FT TO THE POB 27/2430A

Property Code	Actual	Assessed	Year	Area	Mill Levy
UNIM LND 10-34.99 AC - 0540	27,423	7,650	2024	290	105.048

**Payments Received**  
Check Multi-Account Payment  
Check Number 4000331777  
Payor HOLCIM-AMC MANAGEMENT, INC. 6211 N ANN ARBOR RD. DUNDEE, MI 48131

Payments Applied		Billed	Prior Payments	New Payments	Balance
Year	Charges				
2024	Tax Charge	\$803.62	\$401.81	\$401.81	\$0.00
				\$401.81	\$0.00
<b>Balance Due as of May 23, 2025</b>					<b>\$0.00</b>

ALL CHECKS ARE SUBJECT TO FINAL COLLECTION. THANK YOU FOR YOUR PAYMENT!

EMAIL: treasurer@adcogov.org | PHONE: 720.523.6160 | WEBSITE: www.adcotax.com

Tract K



# Adams County Treasurer Receipt of Tax Payment

Account	Parcel Number	Receipt Date	Effective Date	Receipt Number
R0167838	0157101300001	Nov 27, 2013	Nov 26, 2013	2013-11-26-SBr-6595

CITY OF AURORA  
15151 E ALAMEDA PARKWAY 5TH FLOOR  
AURORA, CO 80012

Situs Address	Payor
12255 E 160TH AVE	STORMWATER UTILITY TO COLLECT BALANCE

**Legal Description**  
 SECT,TWN,RNG:1-67- TRACT:1 DESC: PT  
 OF THE SW4 OF SEC 1 DESC AS FOLS  
 BEG AT THE SW COR OF SD SW4 TH N  
 1100 FT TO THE POB TH CONT N  
 1555/90 FT TH E 1623/37 FT TH S  
 43D 28M W 515/25 FT TH S 19D 00M W  
 1408/34 FT TH N 88D 48M E 118/37 FT  
 TH S 24D 39M W 399/44 FT TH S 11D  
 35M W 274/54 FT TH N 50D 22M W  
 43/07 FT TO THE BEG OF A NON-TANG  
 CURV TO THE LEFT THE RAD OF SD  
 CURV IS 5930 FT THE DELTA OF SD  
 CURV IS 01D 02M THE CHD OF SD CURV  
 BRS W 107/50 FT TH ALG SD NLY ROW  
 LN AND ALG THE ARC OF SD CURV A  
 DIST OF 107/5 FT TH ALG THE FOL 5  
 COURSES N 04D 43M E 62/94 FT TH N  
 07D 26M E 226/62 FT TH S 88D 48M W  
 403/87 FT TH N 08D 30M E 461/72 FT  
 TH N 87D 51M W 270 FT TO THE POB  
 49/0270A

Payments Received	
Cash	\$0.00

Payments Applied		Billed	Prior Payments	New Payments	Balance
Year	Charges			\$0.00	\$0.00
<b>Balance Due as of Nov 26, 2013</b>					<b>\$0.00</b>

Tract G

**Summary**  
Account Id R0008077  
Parcel Number 0157101000017  
Owners CITY OF AURORA  
Address 15151 E ALAMEDA PKWY  
AURORA, CO 80012-1555  
Situation Address 0  
Legal SECT,TWN,RNG,1-1-67 DESC: BEG AT NW COR SW4 SE4 TH E 800 FT TH S 250 FT TH W 800 FT TO W LN S0 SW4 SE4 TH N 250 FT TO POB EXC W 30 FT 4/83A

**Inquiry**  
As Of 03/13/2026  
Payment Type  First  Full  
Total Due \$0.00

**Value**

Area Id	Authority Type	Mill Levy
290 - 290	School	56.2500000
	Non-School	49.6980000
	<b>Actual</b>	<b>Assessed</b>
TOWNS LHID - 9141	120,750	32,600
Taxes (Non-School)		\$0.00
	<b>Actual</b>	<b>Assessed</b>
TOWNS LHID - 9141	120,750	32,602
Taxes (School)		\$0.00
<b>Total Billed</b>		<b>\$0.00</b>

Tract C

Summary

Account Id R0008084  
Parcel Number 015710100028  
Owners CITY OF AURORA  
Address 15151 E ALAMEDA PKWY  
AURORA CO 80012-1555  
Site Address 16315 TUCSON ST

Legal SEC1.TWN.RNG 1-1-67 DESC PT OF THE SW4 OF SEC 1 DESC AS BEG AT THE CENTER SD SEC 1 TH N 90D 80M 00S W 30 FT TO THE TRUE POS TH CONT ALG SD LINA DIST OF 32412 FT TH S 00D 11M 00S W 672 FT TH N 90D 80M 00S E 32412 FT TH N 00D 11M 00S E 672 FT TO THE POB 5/50A

Inquiry

As Of 03/13/2026

Payment Type  First  Full

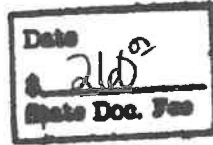
Total Due 50.00

Value

Area Id	Authority Type	Mill Levy
469 - 469	School	56.2900000
	Non-School	59.6300000
	Actual	Assessed
TOWNS LND - 9141	137,500	37,130
Taxes (Non-School)		\$0.00
	Actual	Assessed
TOWNS LND - 9141	137,500	37,125
Taxes (School)		\$0.00
Total Billed		\$0.00

Tract A

40765905  
2/27/2001 12:33:40  
PG: 0001-008  
40.00 DOC FEE: 260.00  
CAROL SNYDER  
ADAMS COUNTY



75110039

**AGREEMENT FOR THE PURCHASE AND  
SALE OF REAL ESTATE**

**GENERAL WARRANTY DEED**

THIS DEED, made as of this 27th day of February, 2001, is by and between HAAKE FARMS INC., whose address 12711 East 160<sup>th</sup> Avenue, Brighton, Colorado 80602, ("Grantor"), and Aggregate Industries -WCR, Inc. A Colorado Corporation whose address is 3605 South Teller Street, Lakewood, Colorado 80235 ("Grantee").

WITNESSETH, that Grantor, for and in consideration of the sum of Two Million Six Hundred Thousand Dollars (2,600,000.00) to Grantor in hand paid by Grantee, the receipt whereof is hereby confessed and acknowledged, has granted, bargained, sold and conveyed and by these presents does grant, bargain, sell, convey and confirm unto Grantee, its heirs, successors and assigns forever, the real property situate in the County of ADAMS, State of Colorado, and more particularly described on Exhibit A attached hereto and incorporated herein by this reference (hereinafter "the Property").

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging, or in any wise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, including, but not limited to, to the extent owned by Grantor, all gravel, sand, oil, gas, and other liquid hydrocarbon substances, casinghead gas, coal, carbon dioxide, helium, geothermal resources, and all other naturally occurring elements, compounds and substances, whether similar or dissimilar, organic or inorganic, metallic or non-metallic in whatsoever form and whether occurring, found, extracted or removed in solid, liquid or gaseous state or in combination, association or solution with other mineral or non-mineral substances, regardless of their intended use or current commercial value, and all the estate, right, title, interest, claim and demand whatsoever of Grantor, either in law or equity, of, in and to the Property, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the Property above bargained and described, with the appurtenances unto Grantee, its heirs, successors and assigns forever. And Grantor, for itself, its successors and assigns, does covenant, grant, bargain and agree to and with Grantee, its heirs, successors and assigns, that at the time of the ensealing and delivery of these presents it is well seized of the Property, as of good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right,

full power and lawful authority to grant, bargain, sell and convey the same in manner and form aforesaid, and that the same is free and clear from all former and other grants, bargains, sales, liens, taxes, assessments and encumbrances of whatever kind or nature soever except general taxes and assessments for the current year and all subsequent years; and except for those matters shown on **Exhibit B** attached hereto and incorporated herein; and the above bargained premises in the quiet and peaceable possession of Grantee, its successors and assigns, will warrant or forever defend against all and every person or persons lawfully claiming or to claim the whole or any part thereof.

IN WITNESS WHEREOF, Grantor has executed this Deed as of the day and year first above written.

HAAKE FARMS INC.

By: *Mark K. Haake* Pres.  
Name: Mark K Haake  
Title: Pres.

STATE OF Co. )  
COUNTY OF Weld ) ss.

The foregoing instrument was acknowledged before me this 9th day of Feb., 2001, by Mark K Haake, President of Haake Farms, Inc.

Witness my hand and official seal.

My commission expires: 12/31/02



*Kimberly Stuart*  
Notary Public

**EXHIBIT A**

to

**General Warranty Deed**

**Legal Description**

LEGAL DESCRIPTION

PARCEL A:

The Southwest One-quarter of Section 1, Township 1 South, Range 67 West of the Sixth Principal Meridian.

EXCEPT the following 6 parcels:

PARCEL A-1:

That portion conveyed by Warranty Deed recorded September 4, 1951, in Book 427, at Page 20, described as follows:

Beginning at the Southwest corner of Section 1, Township 1 South, Range 67 West of the 6th P.M., Adams County, Colorado, thence North along the West line of said Section 1 a distance of 1100 feet; thence Southeasterly along an irrigation ditch 270 feet; thence Southwesterly 1100 feet to the South line of Section 1; thence West along the South line of Section 1, a distance of 110 feet to the point of beginning.

PARCEL A-2:

That portion lying South of State Highway No. 7 described in Quit Claim Deed recorded September 1, 1956, in Book 626, at Page 50.

PARCEL A-3:

That portion conveyed by Warranty Deed recorded April 27, 1981, in Book 905, at Page 538, described as follows:

Beginning at the Southwest corner of Section 1; Thence North 88°35' East 110.00 feet along South line of SW1/4 of Section 1; thence North 08°23' E 79.7 feet to point on the Northerly right of way line Colorado State Highway No. 7, said point being the true point of beginning; thence North 08°23' East 558.11 feet; thence North 88°35' East 403.9 feet; thence South 07°13' West 226.62 feet; thence South 04°40' West 268.90 feet more or less to a point on Northerly right of way line of Colorado State Highway No. 7; thence South 80°56' West 440.25 feet along said Northerly right of way line to the true point of beginning.

PARCEL A-4:

That portion conveyed by Quit Claim Deed recorded June 3, 1963, in Book 1070, at Page 495, described as follows:

Beginning at the SW corner of Sec. 1, Township 1 South, Range 67 West of the  
Continued on next page

6th P.M., thence North along West line of said Sec. 1, a distance of 1449.0 feet, thence S 84°05' E a distance of 1334.7 feet to the true point of beginning; thence S 69°18' E, 260.7 feet; thence N 07°32' E, 171.6 feet; thence N 69°18' W, 260.7 feet; thence S 07°32' W, 171.6 feet to the point of beginning.

PARCEL A-5:

Those portions taken by Rule And Order recorded July 12, 1968, in Book 1448, at Page 387, described as follows:

Beginning at a point on the North-South center line of Sec. 1, from which point the South 1/4 corner of Sec. 1, T. 1 S., R. 67 W. bears S 0°02'30" W, a distance of 72.8 feet;

1. Thence S 89°36'30" W, a distance of 54.0 feet;
2. Thence S 78°03' W, a distance of 124.8 feet;
3. Thence along the arc of a curve to the right, having a radius of 5,680.0 feet, a distance of 550.2 feet. (The chord of this arc bears N 87°37' W, a distance of 550.0 feet);
4. Thence N 84°50'30" W, a distance of 415.1 feet;
5. Thence N 78°49'45" W, a distance of 238.7 feet;
6. Thence along the arc of a curve to the left, having a radius of 5,805.0 feet, a distance of 689.2 feet. (The chord of this arc bears N 88°14'30" W, a distance of 688.7 feet) to the West property line;
7. Thence S 04°53'30" W, a distance of 80.2 feet to a point on the North right of way line of State Highway No. 7 (April 1966);
8. Thence along said North right of way line, S 81°09'30" W, a distance of 440.3 feet;
9. Thence S 08°36'30" W, a distance of 38.0 feet to the center of State Highway No. 7 (April 1966);
10. Thence along the center line of State Highway No. 7, N 81°15' E, a distance of 394.0 feet;
11. Thence along said center line, N 86°07' E, a distance of 197.0 feet;
12. Thence along said center line, S 84°50'30" E., a distance of 708.0 feet;
13. Thence along said center line, S 89°17' E, a distance of 717.7 feet, to the South line of Sec. 1;
14. Thence along said South line, N 88°48'30" E, a distance of 500.4 feet, to the South 1/4 corner of Sec. 1;
15. Thence along the North-south center line of Sec. 1, N 0°02'30" E, a distance of 72.8 feet, more or less, to the point of beginning;

Continued on next page

AND

Beginning at a point on the Westerly property line from which the SW corner of Section 1, T. 1 S., R. 67 W., bears S 58°21'30" W, a distance of 674.8 feet;

1. Thence along the Westerly property line S 4°53'30" W a distance of 125.8 feet;
2. Thence along the arc of a curve to the right having a radius of 5,805.0 feet a distance of 689.2 feet (the chord of this arc bears S 88°14'30" E a distance of 688.3 feet);
3. Thence S 78°49'45" E a distance of 238.7 feet;
4. Thence S 84°50'30" E a distance of 250.0 feet;
5. Thence N 5°09'30" E a distance of 40.0 feet;
6. Thence N 84°50'30" W a distance of 250.00 feet;
7. Thence N 78°49'45" W a distance of 88.7 feet;
8. Thence N 5°09'30" E a distance of 25.0 feet;
9. Thence N 78°49'45" W a distance of 150.0 feet;
10. Thence N 87°09'30" W a distance of 506.2 feet;
11. Thence N 50°22' W a distance of 91.6 feet;
12. Thence along the arc of a curve to the left having a radius of 5,930.0 feet a distance of 107.5 feet (the chord of this arc bears S 89°00'45" W a distance of 107.5 feet, more or less, to the point of beginning;

AND

Beginning at a point from which the S1/4 corner of Section 1, T. 1 S., R. 67 W. bears S 30°19'45" E, a distance of 107.0 feet;

1. Thence S 78°03' W a distance of 124.8 feet;
2. Thence along the arc of a curve to the right, having a radius of 5,660.0 feet a distance of 267.7 feet (the chord of this arc bears N 89°02'03" W a distance of 267.7 feet);
3. Thence S 5°09'30" W a distance of 20.09 feet;
4. Thence along the arc of a curve to the left, having a radius of 5,680.0 feet, a distance of 266.8 feet. (the chord of this arc bears S 89°02'30" E, a distance of 266.8 feet);
5. Thence N 78°03'E a distance of 124.8 feet;
6. Thence N 0°23'30" W a distance of 20.0 feet, more or less, to the point of beginning;

AND

Continued on next page

Beginning at a point 50 feet opposite Sta. 421+00;

1. Thence N 02°18'30" E a distance of 20.0 feet;
2. Thence along the arc of a curve to the right, having a radius of 5,660.0 feet, a distance of 281.5 feet, (the chord of this arc bears N 89°02'30" W, a distance of 281.5 feet);
3. Thence N 84°50'30" W, a distance of 165.1 feet;
4. Thence S 05°09'30" W, a distance of 20.0 feet;
5. Thence S 84°50'30" E, a distance of 165.1 feet;
6. Thence along the arc of a curve to the left, having a radius of 5,680.0 feet, a distance of 282.5 feet; (the chord of this arc bears S 89°02'30" E, a distance of 282.5 feet more or less, to the point of beginning.

PARCEL A-6:

That portion conveyed by Deed recorded August 3, 1964, Book 2902, at Page 248, described as follows:

Beginning at the center of said Section 1; thence N 90°00'00" W on an assumed bearing along the East-West centerline of said Section 1 a distance of 30.00 feet to the true point of beginning; thence continuing along said line a distance of 324.12 feet; thence S 00°11'00" W along a line parallel to the North-South centerline of said Section 1 a distance of 672.00 feet; thence N 90°00'00" E on a line parallel to the East-West centerline of Said Section 1 a distance of 324.12 feet; thence N 00°11'00" E on a line parallel to the North-South centerline of said Section 1 a distance of 672.00 feet to the true point of Beginning;

AND ALSO EXCEPT any portion thereof lying within the existing roadways known as East 160th Avenue/State Highway 7 and Tucson Street,

All in County of Adams, State of Colorado.

PARCEL B:

That part of the Northeast One-quarter Northwest One-quarter of Section 12, Township 1 South, Range 67 West of the 6th Principal Meridian, Adams County, Colorado, described as:

Beginning at the North quarter corner of said Section 2; thence S 00°17'15" E on an assumed bearing along the East line of said Northeast one-quarter

Continued on next page

## Continuation of

## Legal Description

Northwest One-quarter a distance of 77.30 feet to the true Point of Beginning, said point being a point on the South R.O.W. line of Colorado State Highway No. 7; thence Westerly along said South R.O.W. line as follows:

S 87°18'30" W, 52.80 feet;

Thence N 83°05'15" W, 123.10 feet to the beginning of a curve to the right, the delta of said curve is 5°33'00", the radius of said curve is 5780.00 feet, the chord of said curve bears N 87°18'30" W, 559.70 feet; thence along the arc of said curve a distance of 559.88 feet to the end of said curve; thence N 05°28'00" E a distance of 27.53 feet to a point on the North line of said Northeast one-quarter Northwest one-quarter; thence S 89°07'00"W along said North line a distance of 582.33 feet to the Northwest corner of said Northeast one-quarter Northwest one-quarter; thence S 00°18'40" E along the West line said Northeast one-quarter Northwest one-quarter a distance of 330.00 feet; thence S 53°12'55" E a distance of 1645.86 feet to the Southeast corner said Northeast one-quarter Northwest one-quarter; thence N 00°17'15" W along the East line of said Northeast one-quarter Northwest one-quarter a distance of 1258.52 feet to the true point of beginning.

Tract M

C0753037  
1/22/2001 11:14:32  
PG: 0001-006  
30.00 DOC FEE: 32.69  
CAROL SNYDER  
ADAMS COUNTY

Date 1/22/01  
\$ 32.69  
State Doc. Fee

GENERAL WARRANTY DEED

THIS DEED, made as of this 18th day of January, 2001, is by and between Daniel B. Stough of 4691 Old Town Road, Marshall, Texas 75672 ("Grantor"), and Aggregate Industries-WCR, Inc., a Colorado corporation, whose address is 3605 South Teller Street, Lakewood, Colorado 80235 ("Grantee").

WITNESSETH, that Grantor, for and in consideration of the sum of Three hundred twenty-six thousand nine hundred sixteen & 00/100 (\$326,916.00) to Grantor in hand paid by Grantee, the receipt whereof is hereby confessed and acknowledged, has granted, bargained, sold and conveyed and by these presents does grant, bargain, sell, convey and confirm unto Grantee, its heirs, successors and assigns forever, the real property situate in the County of Adams, State of Colorado, and more particularly described on **Exhibit A** attached hereto and incorporated herein by this reference (hereinafter "the Property"),

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging, or in any wise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, including, but not limited to, all gravel, sand, oil, gas, and other liquid hydrocarbon substances, casinghead gas, coal, carbon dioxide, helium, geothermal resources, and all other naturally occurring elements, compounds and substances, whether similar or dissimilar, organic or inorganic, metallic or non-metallic in whatsoever form and whether occurring, found, extracted or removed in solid, liquid or gaseous state or in combination, association or solution with other mineral or non-mineral substances, regardless of their intended use or current commercial value, and all the estate, right, title, interest, claim and demand whatsoever of Grantor, either in law or equity, of, in and to the Property, with the hereditaments and appurtenances.

098211016

TO HAVE AND TO HOLD the Property above bargained and described, with the appurtenances unto Grantee, its heirs, successors and assigns forever. And Grantor, for itself, its successors and assigns, does covenant, grant, bargain and agree to and with Grantee, its heirs, successors and assigns, that at the time of the ensembling and delivery of these presents it is well seized of the Property, as of good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form aforesaid, and that the same is free and clear from all former and other grants, bargains, sales, liens, taxes, assessments and encumbrances of whatever kind or nature soever except general taxes and assessments for the current year and all subsequent years; and except for those matters shown on **Exhibit B** attached hereto and incorporated herein; and the above bargained premises in the quiet and peaceable possession of Grantee, its successors and assigns, will warrant or forever defend against all and every person or persons lawfully claiming or to claim the whole or any part thereof.

D.F. \$3269  
R.F. 3000

(2)



**EXHIBIT A**

to

**General Warranty Deed**

**Legal Description**

**EXHIBIT A**

**LEGAL DESCRIPTION**

A parcel of land located in the South half of the Northeast quarter of Section 1, Township 1 South, Range 67 West of the 6th P.M., County of Adams, State of Colorado, more particularly described as follows:

Beginning at the East quarter corner of said Section 1;  
thence South  $89^{\circ}39'53''$  West 2445.14 feet along the South line of the Northeast quarter of said Section 1;  
thence North  $00^{\circ}06'03''$  West 827.14 feet;  
thence 214.58 feet along the arc of a curve to the right having a radius of 2944.62 feet and a long chord which bears North  $69^{\circ}36'00''$  West 214.53 feet to a point lying 40.00 feet Easterly from the West line of the Northeast quarter of said Section 1;  
thence North  $00^{\circ}06'03''$  West 32.52 feet parallel to the West line of the Northeast quarter of said Section 1;  
thence 305.94 feet along the arc of a curve to the left having a radius of 2914.62 feet and a long chord which bears South  $70^{\circ}16'26''$  East 305.80 feet, said point being on the Southerly line of the Tucson Resources Subdivision as recorded in the Adams County Records in File 17 Map 855;  
thence South  $73^{\circ}16'48''$  East 2463.67 feet along the Southerly line of said Tucson Resources Subdivision to the East line of the Northeast quarter of said Section 1;  
thence South  $00^{\circ}10'30''$  East 108.13 feet along the East line of the Northeast quarter of said Section 1 to the Point of Beginning.

NOTE: The following disclosure is made pursuant to C.R.S. 38-35-106.5:  
Said description created by survey of Epp & Associates, Inc., Job No. 99.104-12, dated September 27, 2000.

**EXHIBIT B**

**to**

**General Warranty Deed**

**Permitted Exceptions**

EXHIBIT "B"

PERMITTED EXCEPTIONS

1. Taxes for the year 2001, and subsequent years; special assessments or charges not certified to the County Treasurer.
2. Oil and Gas Lease by and between Norbert J. Samford and Mary J. Samford and Amoco Production Company, dated November 19, 1975, recorded December 19, 1975, in Book 2036, at Page 182, and any interests therein or rights thereunder, together with any and all improvements, including, but not limited to, laying pipe lines, building tanks, power stations, telephone lines, roads and other structures upon or under said land, all relating to said lease.  
NOTE: Corrected Declaration of Unitization recorded August 17, 1976, in Book 2083, at Page 713, as Amended by instruments recorded October 3, 1985 in Book 3056, at Page 831 and January 3, 196, in Book 4656, at Page 112.  
NOTE: Affidavit of Lease Extension recorded May 10, 1977, in Book 2141, at Page 842.
3. All rentals, royalties, payments and benefits paid on account of production from the producing gas well as reserved by Norbert J. Samford and Mary J. Samford in the Deed recorded April 14, 1983, in Book 2736, at Page 310, and any and all interests therein, or rights thereunder.
4. Notice concerning underground facilities by Pandhandle Eastern Pipe Line Company recorded June 25, 1986, in Book 3162, at Page 961.
5. Existing leases and tenancies.
6. Terms, conditions, provisions and obligations contained in Zoning Hearing Decision, recorded December 22, 2000, in Book 6368, at Page 192, and Resolution recorded December 22, 2000, in Book 6368, at Page 194.
7. The following matters as shown on the survey of Epp & Associates, Inc., Survey Number 99.104-12, dated September 27, 2000, and revised January 15, 2001:
  - A. Rights of others, if any, to use the water well and overhead power service line located along the Southerly boundary of subject property.
  - B. Claims of title to the property located between the fences and an Easterly portion of the Northerly property line, and an Easterly portion of the Southerly property line.
8. Lack of right of access from the land to any open public road, street or highway.

Fract B

RECEPTION#: 2018000077570,  
9/24/2018 at 3:35 PM, 1 OF 4,  
REC: \$28.00  
TD Pgs: 0 Stan Martin, Adams County, CO.

**SPECIAL WARRANTY DEED  
(Seltzer Well Site)**

**THIS DEED**, made this 6<sup>th</sup> day of APRIL, 2012, by and between TODD CREEK VILLAGE METROPOLITAN DISTRICT, a Colorado special district and political subdivision of the State of Colorado organized and acting pursuant to the provisions of Article 1, Title 32, C.R.S., whose legal address is 10450 E. 159th Ct., Brighton, CO 80601 ("Grantor"), and AGGREGATE INDUSTRIES – WCR, INC., a Colorado corporation, whose address is 1707 Cole Blvd., Suite 100, Golden, CO 80401 ("Grantee").

**WITNESSETH**, that the Grantor, for and in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm unto the Grantee, its successors and assigns forever, the real property described as "Parcel A (Seltzer Farms – Well Site)" in that special warranty deed recorded in the real property records of the County of Adams, State of Colorado on August 7, 2001 at reception no. C0839204 (the "Property"), which Property is depicted in Exhibit A attached hereto and more particularly described as follows:

A parcel of land in the SW1/4 of Section 1, Township 1 South, Range 67 West of the 6th P.M., County of Adams, State of Colorado, hereinafter referred to as the "Well Parcel" and more particularly described as follows:

Beginning at the Southwest corner of said Section 1; thence North along the West line of said Section 1 a distance of 1449 feet; thence S84°05'E a distance of 1334.7 feet to the true Point of Beginning;

- Thence S69°18'E, 260.7 feet;
- Thence N07°32'E, 171.6 feet;
- Thence N69°18'W, 260.7 feet;
- Thence S07°32'W, 171.6 feet to the Point of Beginning;

Consisting of approximately 1.0 acres, more or less.


Grantor reserves the right but is not obligated to remove any well equipment, pumps and/or motors located on, over, under or within the above-described Well Parcel, which right shall terminate upon Grantee's election to remove said Well Equipment in its sole discretion.

**TO HAVE AND TO HOLD** the said Property above bargained and described, unto the Grantee, its successors and assigns forever. The Grantor, for itself and its successors and assigns, does covenant and agree that it shall and will **WARRANT AND FOREVER DEFEND** the above Property in the quiet and peaceable possession of the Grantee, its successors and assigns against all and every person or persons claiming the whole or any part thereof, by, through or under the Grantor.

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

**GRANTOR:**

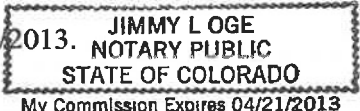
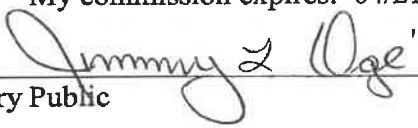
TODD CREEK VILLAGE METROPOLITAN DISTRICT, a Colorado special district and political subdivision of the State of Colorado

By:   
Name: George R. Hanlon, Jr.  
Title: President

STATE OF COLORADO            )  
  ) ss.  
COUNTY OF ADAMS            )

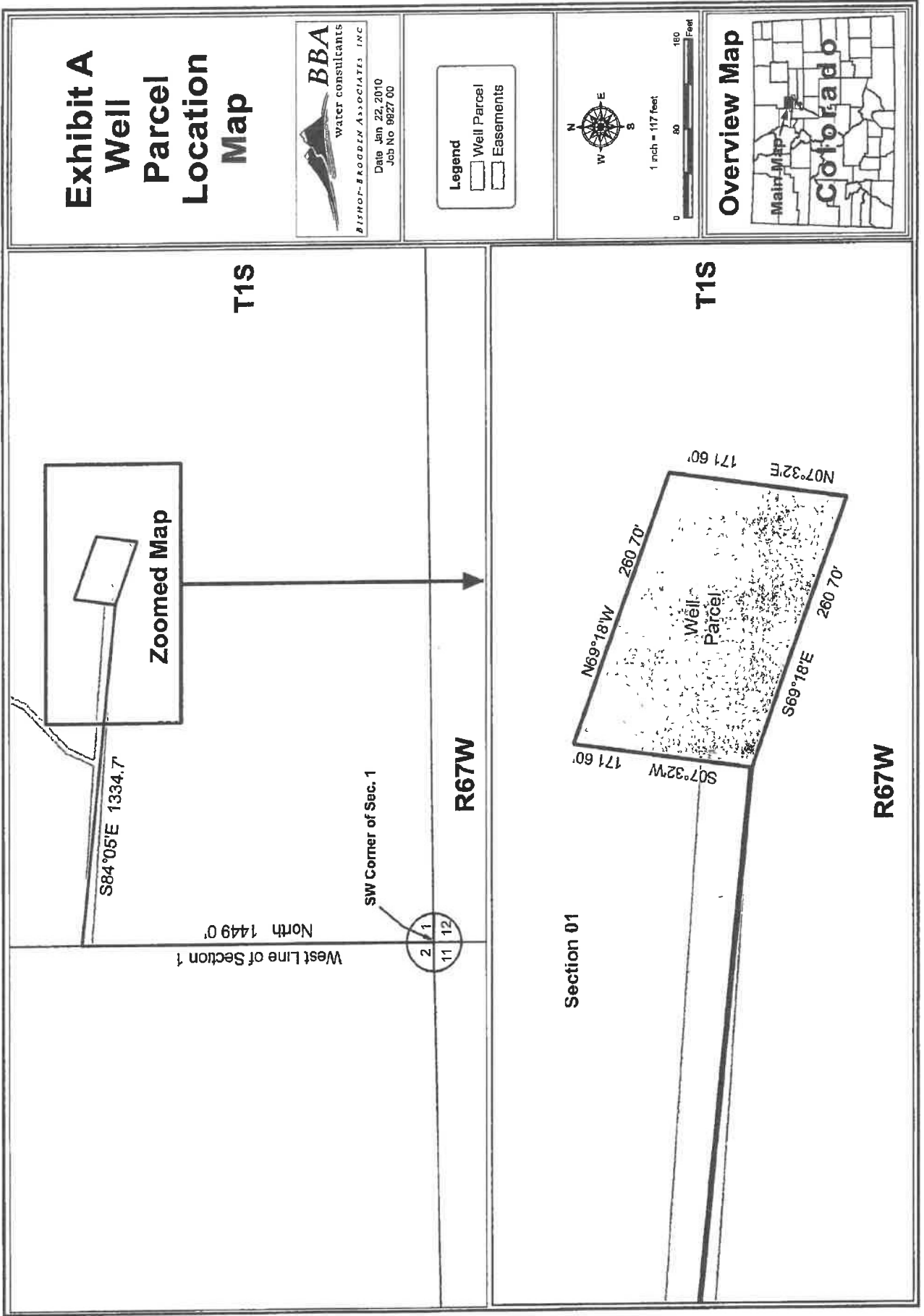
The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of April, 2012, by George R. Hanlon, Jr. as President of TODD CREEK VILLAGE METROPOLITAN DISTRICT.

Witness my hand and official seal.

My commission expires: 04/21/2013.  SEAL  
  
Notary Public

**Exhibit A to**  
**SPECIAL WARRANTY DEED**  
**(SELTZER WELL SITE)**  
**Depiction of Property**

6886\1\1473314 2



Tract C

SPECIAL WARRANTY DEED

THIS DEED, dated May 16, 2017, between Hector Alonso Faudoa, of the County of Adams and State of Colorado, grantor, and the City of Aurora, a Colorado municipal corporation of the Counties of Adams, Arapahoe and Douglas acting by and through its Utility Enterprise, whose legal address is 15151 E. Alameda Pkwy, Aurora, CO 80012 of the County of Arapahoe and State of Colorado, grantee:

NO DOCUMENTARY FEE  
REQUIRED  
CITY OF AURORA IS EXEMPT

WITNESS, that the grantor, for and in consideration of the sum of ONE HUNDRED EIGHTY THOUSAND AND NO DOLLARS (\$180,000.00), the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm unto the grantee, its successors and assigns forever, all the real property, together with improvements, if any, situate, lying and being in the County of Adams and State of Colorado, described as follows:

SEE ATTACHED EXHIBIT "A"

Assessor's schedule or parcel number: 0157101000028  
Address: 16315 Tucson Street, Brighton, CO 80602

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the grantor, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances;

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the grantee, its successors and assigns forever. The grantor, for itself, its successors and assigns, does covenant and agree that it shall and will WARRANT AND FOREVER DEFEND the above bargained premises in the quiet and peaceable possession of the grantee, its successors and assigns, against all and every person or persons claiming the whole or any part thereof, by, through or under the grantor.

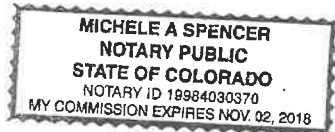
IN WITNESS WHEREOF, the grantor has executed this deed on the date set forth above.

Hector Alonso Faudoa  
Hector Alonso Faudoa

STATE OF COLORADO

CITY AND COUNTY OF DENVER

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of May, 2017, by Hector Alonso Faudoa.



Witness my hand and official seal.  
My commission expires:

Michele A Spencer  
Notary Public

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

**Exhibit A**  
**Legal Description of the Property**

That part of the Southwest One-Quarter of Section 1, Township 1 South, Range 67 West of the 6<sup>th</sup> Principal Meridian, Adams County, Colorado, described as: Beginning at the center of said Section 1; thence N90°00'00"W on an assumed bearing along the East-West centerline of said Section 1 a distance of 30.00 feet to the true point of beginning; thence continuing along said line a distance of 324.12 feet; thence S00°11'00"W along a line parallel to the North-South centerline of said Section 1 a distance of 672.00 feet; thence N90°00'00"E on a line parallel to the East-West centerline of said Section 1 a distance of 324.12 feet; thence N00°11'00"E on a line parallel to the North-South centerline of said Section 1 a distance of 672.00 feet to the true point of beginning.

County of Adams,  
State of Colorado.

Also known by street and number as: 16315 Tucson Street, Brighton, CO 80601

Tract K

20051222001399920 Adams Co 1/5  
12/22/2005 11:12:17AM \$53.90  
Carol Snyder, Clerk \$26.00

WHEN RECORDED RETURN TO:  
Steven O. Sims, Esq.  
Brownstein Hyatt & Farber, P.C.  
410 17<sup>th</sup> Street, 22<sup>nd</sup> Floor  
Denver, CO 80202

Date  
\$ 53.90  
State Doc. Fee

1-5

**GENERAL WARRANTY DEED**

THIS GENERAL WARRANTY DEED, made this 19<sup>th</sup> day of December, 2005, between Aggregate Industries - WCR, Inc., a Colorado Corporation ("**Grantor**"), whose address is 1707 Cole Boulevard, Suite 100, Golden, Jefferson County, Colorado 80401, and City of Aurora, Colorado, a Colorado municipal corporation of the Counties of Adams, Arapahoe and Douglas acting by and through its Utility Enterprise ("**Grantee**"), whose address is 15151 East Alameda Parkway, Suite 3600, Aurora, Colorado 80012.

5  
2  
3

WITNESSETH, That Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto Grantee, its successors and assigns forever that certain real property, together with improvements, if any, situate, lying and being in the County of Adams, State of Colorado, described on the attached **Exhibit "A"**, which is incorporated herein by this reference.

TOGETHER with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of Grantor, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises above bargained and described with the appurtenances, unto Grantee, its successors and assigns forever. And Grantor, for itself, and its successors and assigns, does covenant, grant, bargain and agree to and with Grantee, its successors and assigns, that at the time of the ensealing and delivery of these presents, it is well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, except as set forth on **Exhibit "B"** attached hereto and incorporated herein by this reference.

Grantor shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of Grantee, its successors and assigns, against all and every person or persons lawfully claiming the whole or any part thereof.

*[signature page follows]*

FAHIC  
H0071121

11



**EXHIBIT A**

**ATTACHED LEGAL DESCRIPTION**

That part of the Southwest ¼ of Section 1, Township 1 South, Range 67 West of the 6<sup>th</sup> Principal Meridian, described as follows:

Commencing at the Southwest corner of said Southwest ¼;  
Thence North 00°09'16" East along the West line of said Southwest ¼ a distance of 1,100 feet to the point of beginning;  
Thence continuing North 00°09'16" East along said West line a distance of 1555.90 feet to the Northwest corner of said Southwest ¼;  
Thence North 89°43'39" East along the North line of said Southwest ¼ a distance of 1,623.37 feet;  
Thence South 43°28'19" West a distance of 515.25 feet;  
Thence South 19°00'00" West a distance of 1408.34 feet;  
Thence North 88°48'30" East a distance of 118.37 feet;  
Thence South 24°39'16" West a distance of 399.44 feet;  
Thence South 11°35'46" West a distance of 274.54 feet to a point on the Northerly right of way line of East 160<sup>th</sup> Avenue (Colorado State Highway No. 7) described in Book 1448 at Page 387, Adams County records;  
Thence North 50°22'00" West along said Northerly right of way line a distance of 43.07 feet to the beginning of a non-tangent curve to the left, the radius of said curve is 5930.00 feet, the delta of said curve is 01°02'10", the chord of said curve bears South 89°00'45" West, 107.50 feet (described), 107.22 feet (measured);  
Thence along said Northerly right of way line and along the arc of said curve a distance of 107.5 feet (described), 107.24 feet (measured) to a point on the perimeter of land described in Book 905 at Page 538 and in Book 427 at Page 20, Adams County records;

Thence along said perimeter of land the following 5 courses and distances:

1. North 04°43'30" East a distance of 62.94 feet;
2. Thence North 07°26'30" East a distance of 226.62 feet;
3. Thence South 88°48'30" West a distance of 403.87 feet;
4. Thence North 08°30'48" East a distance of 461.72 feet;
5. Thence North 87°51'14" West a distance of 270.00 feet to the point of beginning,

County of Adams, State of Colorado.

Basis of Bearings:

The South line of the Southwest one-quarter of Section 1 (North line of Northwest one-quarter of Section 12), Township 1 South, Range 67 West of the 6<sup>th</sup> Principal Meridian, County of Adams, State of Colorado, is assumed to bear N88°48'30"E, taken from the legal description as contained in Book 1448 at Page 387.

Legal Description prepared by:  
Raymond W. Bayer, P.L.S. No. 6973  
For and on behalf of:  
R. W. Bayer & Associates, Inc.,  
2090 East 104<sup>th</sup> Avenue, Suite 200  
Thornton, CO 80233

Also Known as: 12681 East 160th Avenue, Brighton, CO 80602

**PERMITTED EXCEPTIONS**  
**EXHIBIT B**

1. Real property taxes and assessments for the year 2005 and subsequent years, a lien, but not yet due or payable.

2. Any water rights or claims or title to water, in, on or under the land.

NOTE: A Dry Up Covenant recorded February 5, 2002 at Reception No. C0923230.

3. An easement for utilities and incidental purposes granted to Public Service Company of Colorado by the instrument recorded on March 9, 1962 in Book 970 at Page 427.

4. Terms, conditions, provisions, agreements, easements and obligations contained in the Right of Way Agreements recorded June 3, 1963 in Book 1070 at Pages 496 and 498.

5. An easement for ingress, egress and incidental purposes granted to Carl C. Seltzer by the instrument recorded June 3, 1963 in Book 1070 at Page 495.

6. Terms, conditions, provisions, agreements and obligations specified under the Oil and Gas Lease by and between Oscar Haake, Ruth Haake, Oscar F. Haake, Jr. and Mazell A. Haake, lessor(s) and T. S. Pace, lessee, recorded July 20, 1970 in Book 1614 at Page 154, and any and all parties claiming by, through or under said lessee(s).

NOTE: Declarations of Unitization in connection with the above stated Oil and Gas Lease recorded July 7, 1975 in Book 2003 at Page 955 and January 3, 1996 in Book 4656 at Page 115.

NOTE: Affidavits of Lease Extension or Production recorded September 18, 1975 in Book 2018 at Pages 412 and 418, and a Notice of Oil and Gas Interests and Surface Use recorded December 6, 2000 at Reception No. C0738248.

7. An easement for drainage culvert and incidental purposes granted to Public Service Company of Colorado by the instrument recorded November 24, 1971 in Book 1758 at Page 188.

8. Terms, conditions, provisions, agreements, easements and obligations contained in the Right of Way Easement and License recorded August 6, 1975 in Book 2009 at Page 900.

9. Terms, conditions, provisions, agreements and obligations contained in the Notice of General Description of Area Served by Panhandle Eastern Pipe Line Company concerning underground facilities recorded June 25, 1986 in Book 3162 at Page 961.

10. Terms, conditions, provisions, agreements, easements and obligations contained in the Surveys 182 and 188 depicting The Brighton Ditch, recorded May 30, 2000 at Reception No. C0674829 and October 31, 2000 at Reception No. C0726609, respectively and Notices of Lis Pendens condemning certain interests in the Brighton Ditch recorded March 31, 2001 at Reception No. C0777273; April 23, 2001 at Reception No. C0789934; May 9, 2002 at Reception No. C0967976; and May 21, 2002 at Reception No. C0972522.

NOTE: Findings of Fact, Conclusions of Law and Order issued from Weld County District Court concerning the Brighton Ditch recorded May 19, 2000 at Reception No. C0672384.

11. Terms, conditions, provisions, agreements and obligations contained in the Right of Entry recorded April 13, 2004 at Reception No. 228910.

12. Terms, conditions, provisions, agreements, easements and obligations contained in the Agreement for Dry-Up and Grant of Easement recorded January 11, 2005 at Reception No. 20050111000037500.

13. Terms, conditions, provisions, agreements and obligations contained in the Zoning Hearing Decision – Case #EXG2004-00004 Tucson South Resource Mine, recorded September 26, 2005 at Reception No. 20050926001050180.

14. Any rights, interests or claims which may exist or arise by reason of the following matters as set forth on ALTA/ACSM Land Title Survey prepared by R.W. Bayer & Associates, Inc., dated December 5, 2005 and as revised, Project No. 2005-169, to wit:

- a. The fact that the Branton Ditch and the Brighton Ditch rights-of-way and support facilities run through the property.
- b. The fact that monitoring wells are located on the property.
- c. The fact that a gas pipeline runs through the property outside of a designated easement area.
- d. The fact that fence lines running along the exterior boundaries of the property do not match the property boundary lines.
- e. The fact that a gravel access road runs along the Southeast property line.
- f. The fact that buried water/irrigation pipelines run through the property outside of designated easement areas.

Tract D

C0994439

7/10/2002 12:31:22

PG: 0001-004

20.00 DOC FEE:

44.00

CAROL SNYDER  
ADAMS COUNTY

### GENERAL WARRANTY DEED

THIS DEED, made as of this 9<sup>th</sup> day of July 2002, is by and between Richard L. Getz and Beverly L. Getz of 16332 Tucson Street, Brighton Colorado 80601 ("Grantor"), and Aggregate Industries-WCR Inc., a Colorado corporation, whose address is 3605 South Teller Street, Lakewood, Colorado 80235 ("Grantee").

WITNESSETH, that Grantor, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) to Grantor in hand paid by Grantee, the receipt whereof is hereby confessed and acknowledged, has granted, bargained, sold and conveyed and by these presents does grant, bargain, sell, convey and confirm unto Grantee, its heirs, successors and assigns forever, the real property situate in the County of Adams, State of Colorado, and more particularly described on **Exhibit A** attached hereto and incorporated herein by this reference (hereinafter "the Property"),

4

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging, or in any wise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, including, but not limited to, all gravel, sand, oil, gas, and other liquid hydrocarbon substances, casinghead gas, coal, carbon dioxide, helium, geothermal resources, and all other naturally occurring elements, compounds and substances, whether similar or dissimilar, organic or inorganic, metallic or non-metallic in whatsoever form and whether occurring, found, extracted or removed in solid, liquid or gaseous state or in combination, association or solution with other mineral or non-mineral substances, regardless of their intended use or current commercial value, and all the estate, right, title, interest, claim and demand whatsoever of Grantor, either in law or equity, of, in and to the Property, with the hereditaments and appurtenances. Except, Grantor reserves all of its right, title, and interest in and to all oil royalty, gas royalty and royalty in casinghead gas and gasoline that may be produced under that certain Oil, Gas and Mineral Lease dated April 13, 1973, from Edward Getz and Betty Getz as Lessor to Amoco Production Company as Lessee.

TO HAVE AND TO HOLD the Property above bargained and described, with the appurtenances unto Grantee, its heirs, successors and assigns forever. And Grantor, for itself, its successors and assigns, does covenant, grant, bargain and agree to and with Grantee, its heirs, successors and assigns, that at the time of the ensealing and delivery of these presents it is well seized of the Property, as of good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form aforesaid, and that the same is free and clear from all former and other grants, bargains, sales, liens, taxes, assessments and encumbrances of whatever kind or nature so ever except general taxes and assessments for the current year and all subsequent years; and except for those matters shown on **Exhibit B** attached hereto and incorporated herein; and the above bargained premises in the quiet and peaceable possession of Grantee, its successors and assigns, will warrant or forever defend against all and every person or persons lawfully claiming or to claim the whole or any part thereof.

90133248  
Adams

Date  
\$ 44.00  
State Doc. Fee

Doc fee \$44.00  
R.F. \$2000

①



## EXHIBIT A

### LEGAL DESCRIPTION

That part of the North one-half Southeast one-quarter, Section 1, Township 1 South, Range 67 west of the Sixth Principal Meridian, Adams County, Colorado, described as:

Commencing at the Northwest corner of said North one-half Southeast one-quarter, said point being the Point of Beginning;

Thence N.  $89^{\circ}37'18''$  E. along the North line of said North one-half Southeast one-quarter a distance of 1050.57 feet;

Thence S.  $0^{\circ}08'29''$  E, parallel with the West line of said North one-half Southeast one-quarter a distance of 621.95 feet to a line that is parallel with the North line of said North one-half Southeast one-quarter and 5 feet South of an existing house;

Thence S.  $89^{\circ}37'18''$  W. along said line a distance of 1050.57 feet to the West line of said North one-half Southeast one-quarter;

Thence N.  $0^{\circ}08'29''$  W. along the West line of said North one-half Southeast one-quarter a distance of 621.95 feet, to the Point of Beginning;

EXCEPT the West 40.00 feet thereof,

County of Adams, State of Colorado.

## EXHIBIT B

### PERMITTED EXCEPTIONS

1. Taxes for the year 2002 and subsequent years thereto.
2. Oil and gas lease between Edward Getz and Betty Getz and Amoco Production, recorded May 7, 1973, in Book 1862, at Page 112, and any and all assignments thereof, or interests therein.

NOTE: Affidavit of Lease Extension or Production recorded September 18, 1975, in book 2018, at Page 408.

NOTE: Notice of Oil and Gas Interests and Surface Use recorded December 5, 2000, in Book 6346, at Page 848.

3. Notice concerning underground facilities by Panhandle Eastern Pipe Line Company recorded June 25, 1986, in Book 3162, at Page 961.
4. Terms, conditions, provisions, obligations and easements, contained in Shared Well Agreement, recorded December 23, 1996, in Book 4904, at Page 814.
5. Lease by and between Richard L. Getz and Beverly L. Getz as Lessee and Aggregate Industries-WCR, Inc., a Colorado corporation as Lessor.

Tract E

C0994443  
7/10/2002 12:33:44  
PG: 0001-004  
20.00 DOC FEE: 44.00  
CAROL SNYDER  
ADAMS COUNTY

**GENERAL WARRANTY DEED**

THIS DEED, made as of this 9<sup>th</sup> day of July 2002, is by and between John L. Kloefkorn and Mary Ann Kloefkorn of 320 ACC, Alamo, Texas 78516 ("Grantor"), and Aggregate Industries-WCR Inc., a Colorado corporation, whose address is 3605 South Teller Street, Lakewood, Colorado 80235 ("Grantee").

WITNESSETH, that Grantor, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) to Grantor in hand paid by Grantee, the receipt whereof is hereby confessed and acknowledged, has granted, bargained, sold and conveyed and by these presents does grant, bargain, sell, convey and confirm unto Grantee, its heirs, successors and assigns forever, an undivided one-half interest in and to the real property situate in the County of Adams, State of Colorado, and more particularly described on **Exhibit A** attached hereto and incorporated herein by this reference (hereinafter "the Property"),

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging, or in any wise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, including, but not limited to, all gravel, sand, oil, gas, and other liquid hydrocarbon substances, casinghead gas, coal, carbon dioxide, helium, geothermal resources, and all other naturally occurring elements, compounds and substances, whether similar or dissimilar, organic or inorganic, metallic or non-metallic in whatsoever form and whether occurring, found, extracted or removed in solid, liquid or gaseous state or in combination, association or solution with other mineral or non-mineral substances, regardless of their intended use or current commercial value, and all the estate, right, title, interest, claim and demand whatsoever of Grantor, either in law or equity, of, in and to the Property, with the hereditaments and appurtenances. Except, Grantor reserves all of its right, title, and interest in and to all oil royalty, gas royalty and royalty in casinghead gas and gasoline that may be produced under that certain Oil, Gas and Mineral Lease dated April 13, 1973, from Edward Getz and Betty Getz as Lessor to Amoco Production Company as Lessee.

TO HAVE AND TO HOLD the Property above bargained and described, with the appurtenances unto Grantee, its heirs, successors and assigns forever. And Grantor, for itself, its successors and assigns, does covenant, grant, bargain and agree to and with Grantee, its heirs, successors and assigns, that at the time of the ensembling and delivery of these presents it is well seized of the Property, as of good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form aforesaid, and that the same is free and clear from all former and other grants, bargains, sales, liens, taxes, assessments and encumbrances of whatever kind or nature so ever except general taxes and assessments for the current year and all subsequent years; and except for those matters shown on **Exhibit B** attached hereto and incorporated herein; and the above bargained premises in the quiet and peaceable possession of Grantee, its successors and assigns, will warrant or forever defend against

Adams 901 33250

Date  
\$ 44.00  
State Doc. Fee

Doc fee \$ 44.00  
R.F. \$ 20.00

①

all and every person or persons lawfully claiming or to claim the whole or any part thereof.

IN WITNESS WHEREOF, Grantor has executed this Deed as of the day and year first above written.

John L. Kloefkorn  
John L. Kloefkorn

Mary Ann Kloefkorn  
Mary Ann Kloefkorn

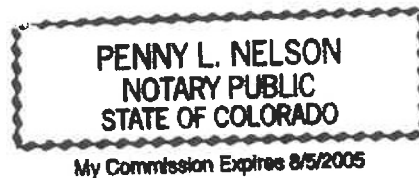
STATE OF Colorado )  
COUNTY OF Denver ) ss.

The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of July 2002, by John L. Kloefkorn and Mary Ann Kloefkorn.

Witness my hand and official seal.

My commission expires: 8/5/2005.

Penny L. Nelson  
Notary Public



## EXHIBIT A

### LEGAL DESCRIPTION

An undivided 1/2 interest in and to:

That part of the North one-half Southeast one quarter Section 1, Township 1 South, Range 67 West of the Sixth Principal Meridian, Adams County, Colorado, lying North and West of the centerline of the South Platte River, described as:

Commencing at the Northwest corner of said North one-half Southeast one-quarter;  
thence South 0°08'29" East along the West line of said North one-half Southeast one-quarter, a distance of 621.95 feet to a line that is parallel with the North line of said North one-half Southeast one-quarter and 5 feet South of an existing house and the Point of Beginning;  
thence North 89°37'18" East, parallel with the North line of said North one-half Southeast one-quarter, a distance of 1050.57 feet;  
thence North 0°08'29" West, parallel with the West line of said North one-half Southeast one-quarter, a distance of 621.95 feet to the North line of said North one-half Southeast one-quarter;  
thence North 89°37'18" East along the North line of said North one-half Southeast one-quarter, a distance of 1635.47 feet to the Northeast corner of said North one-half Southeast one-quarter;  
thence South 0°31'01" East along the East line of said North one-half Southeast one-quarter, a distance of 590.02 feet to the centerline of the South Platte River;  
Thence Southerly along the centerline of the South Platte River South 53°55'12" West, a distance of 142.93 feet to a line that is 646.34 feet North of and parallel with the South line of said North one-half Southeast one quarter;  
thence South 89°54'25" West along said line, a distance of 1324.16 feet to a line that is 1250.00 feet East of and parallel with the West line of said North one-half Southeast one-quarter;  
thence South 0°08'29" East, parallel with the West line of said North one-half Southeast one-quarter, a distance of 169.08 feet to a line that is 477.26 feet North of and parallel with the South line of said North one-half Southeast one-quarter;  
thence South 89°54'25" West along said line, a distance of 1250.00 feet to the West line of said North one-half Southeast one-quarter; thence North 0°08'29" West along the West line of said North one-half Southeast one-quarter, a distance of 207.94 feet to the Point of Beginning,

EXCEPT the West 40.00 feet thereof.

County of Adams, State of Colorado.

## EXHIBIT B

### PERMITTED EXCEPTIONS

1. Taxes for the year 2002, and subsequent years thereto.
2. Oil and gas lease between Edward Getz and Betty Getz and Amoco Production, recorded May 7, 1973, in Book 1862, at Page 112, and any and all assignments thereof, or interests therein.

NOTE: Affidavit of Lease Extension or Production recorded September 18, 1975, in book 2018, at Page 408.

NOTE: Notice of Oil and Gas Interests and Surface Use recorded December 5, 2000, in Book 6346, at Page 848.

3. Terms, conditions, provisions, obligations and easements, contained in Shared Well Agreement, recorded December 23, 1996, in Book 4904, at Page 814.
4. Easement and right of way for major drainageway facilities and related appurtenances, including maintenance trails, granted to Urban Drainage and Flood Control District, by instrument recorded October 17, 1989, in Book 3612, at Page 381.
5. a. Rights of others in and to the use of the South Platte River, located over, across, in or under a Southeasterly portion of subject property, and rights to enter said property to maintain the same.  
  
b. The consequences of any past or future change in the location of the centerline of the South Platte River, which forms the Southeasterly boundary of the property.
6. Lease by and between David L. Morrison and Penelope E. Morrison as Lessee and Aggregate Industries-WCR, Inc., a Colorado corporation as Lessor.

Tract H

Date  
\$ 88.97  
State Doc. Fee

C1020994  
9/09/2002 14:05:27  
PG: 0001-004  
21.00 DOC FEE: 88.97  
CAROL SNYDER  
ADAMS COUNTY

GENERAL WARRANTY DEED

THIS DEED, made as of this 4<sup>th</sup> day of September 2002, is by and between Leonard C. Leon and Lydia E. Leon whose address is 13115 E. 160th Avenue, Brighton Colorado 80601 ("Grantor"), and Aggregate Industries-WCR Inc., a Colorado corporation, whose address is 3605 South Teller Street, Lakewood, Colorado 80235 ("Grantee").

WITNESSETH, that Grantor, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) to Grantor in hand paid by Grantee, the receipt whereof is hereby confessed and acknowledged, has granted, bargained, sold and conveyed and by these presents does grant, bargain, sell, convey and confirm unto Grantee, its heirs, successors and assigns forever, the real property situate in the County of Adams, State of Colorado, and more particularly described on **Exhibit A** attached hereto and incorporated herein by this reference (hereinafter "the Property"),

4

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging, or in any wise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, including, but not limited to, all gravel, sand, coal, carbon dioxide, helium, geothermal resources, and all other naturally occurring elements, compounds and substances, whether similar or dissimilar, organic or inorganic, metallic or non-metallic in whatsoever form and whether occurring, found, extracted or removed in solid, liquid or gaseous state or in combination, association or solution with other mineral or non-mineral substances, regardless of their intended use or current commercial value, and all the estate, right, title, interest, claim and demand whatsoever of Grantor, either in law or equity, of, in and to the Property, with the hereditaments and appurtenances, except as otherwise provided herein.

Adams  
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RESERVING, however, unto the Grantor, all right, title, and interest in and to all gold, oil, gas, and other liquid hydrocarbon substances, and casinghead gas (collectively the "Reserved Minerals"), together with the right to mine and remove the same. Notwithstanding the foregoing reservation, it is expressly recognized that the minerals and mineral rights conveyed to Grantee herein are dominant to Grantor's rights with respect to the Reserved Minerals, and that Grantor may not mine and remove any of the Reserved Minerals in such a manner as to interfere with or make more expensive the mining or development of gravel, sand or other minerals by Grantee. In addition, it is expressly recognized that Grantee will have the right to mine and develop gravel, sand and other minerals conveyed to it hereunder without testing for, and without any obligation to account to Grantor for, any gold that may be interspersed with or found in conjunction with such sand, gravel or other minerals.

TO HAVE AND TO HOLD the Property above bargained and described, with the appurtenances unto Grantee, its heirs, successors and assigns forever. And Grantor, for itself, its successors and assigns, does covenant, grant, bargain and agree to and with Grantee, its heirs, successors and assigns, that at the time of the sealing and delivery of these presents it is well seized of the Property, as of good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form aforesaid, and that the same is free and clear from all former and other grants, bargains, sales, liens, taxes, assessments and encumbrances of whatever kind or nature soever except general taxes and assessments for the current year and all subsequent years; and except for those matters shown on **Exhibit B** attached hereto and incorporated herein; and the above bargained premises in the quiet and peaceable possession of Grantee, its successors and assigns, will warrant or forever defend against all and every person or persons lawfully claiming or to claim the whole or any part thereof.

Doc fee \$88.97  
R.F. \$2000

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EXHIBIT "A"

LEGAL DESCRIPTION

THE SW1/4 OF THE SE1/4 OF SECTION 1, TOWNSHIP 1 SOUTH, RANGE 67 WEST, EXCEPT THAT PART AS DESCRIBED IN BOOK 1055 AT PAGE 52, AND IN THE 1214 AT PAGE 326 AND EXCEPT THAT PART DESCRIBED IN BOOK 1205 AT PAGE 128, COUNTY OF ADAMS, STATE OF COLORADO.

EXHIBIT "B"

PERMITTED EXCEPTIONS

1. Taxes for the year 2002, and subsequent years; special assessments or charges not certified to the County Treasurer.
2. Oil and Gas recorded June 02, 1970, in Book 1602 at Page 236, and any assignments thereof or interests therein or rights thereunder.
3. Oil and Gas recorded February 27, 1975, in Book 1979 at Page 732, and any assignments thereof or interests therein or rights thereunder.
4. Oil and Gas recorded February 27, 1975, in Book 1979 at Page 736, and any assignments thereof or interests therein or rights thereunder.
5. Reservations contained in Deed recorded January 14, 1985, in Book 2957 at Page 179.
6. Terms, conditions, provisions and obligations contained in Option Agreement, recorded January 22, 2002, at Reception Number C0916204.
7. Lease by and between Aggregate Industries, Lessor and Leonard C. Leon and Lydia E. Leon, Lessee.
8. Reservations contained in Deed from Leonard C. Leon and Lydia E. Leon to Aggregate Industries - WCR, Inc.
9. Encroachment of the ditch and fence onto an adjoining parcel to the North as evidenced by survey of Farnsworth Group, dated August 29, 2002, Job Number 302052.1.
10. 30 foot right of way along the Western boundary of the subject property for Tuscon Street as evidenced by survey of Farnsworth Group, dated August 29, 2002, Job Number 302052.1.

Tract G

SPECIAL WARRANTY DEED

THIS DEED, dated July 17, 2017, between Thomas Z. Mars, of the County of Adams and State of Colorado, grantor, and the City of Aurora, a Colorado municipal corporation of the Counties of Adams, Arapahoe and Douglas acting by and through its Utility Enterprise, whose legal address is 15151 E. Alameda Pkwy, Aurora, CO 80012 of the County of Arapahoe and State of Colorado, grantee:

NO DOCUMENTARY FEE REQUIRED CITY OF AURORA IS EXEMPT

WITNESS, that the grantor, for and in consideration of the sum of ONE HUNDRED SIXTY EIGHT THOUSAND AND NO DOLLARS (\$168,000.00), the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm unto the grantee, its successors and assigns forever, all the real property, together with improvements, if any, situate, lying and being in the County of Adams and State of Colorado, described as follows:

SEE ATTACHED EXHIBIT "A"

Assessor's schedule or parcel number: 0157101000017

TOGETHER with all and singular the hereditaments and appurtenances therunto belonging, or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the grantor, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances;

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the grantee, its successors and assigns forever. The grantor, for itself, its successors and assigns, does covenant and agree that it shall and will WARRANT AND FOREVER DEFEND the above bargained premises in the quiet and peaceable possession of the grantee, its successors and assigns, against all and every person or persons claiming the whole or any part thereof, by, through or under the grantor.

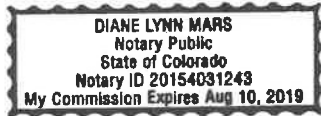
IN WITNESS WHEREOF, the grantor has executed this deed on the date set forth above.

Thomas Z. Mars

STATE OF COLORADO

COUNTY OF Elbert

The foregoing instrument was acknowledged before me this 17 day of July, 2017, by Thomas Z. Mars.



Witness my hand and official seal. My commission expires: 8-10-19

Diane L. Mars Notary Public

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

**Exhibit A**  
Legal Description of the Property

That part of the Southwest Quarter of the Southeast Quarter (SW $\frac{1}{4}$ SE $\frac{1}{4}$ ) of Section 1,  
Township 1 South, Range 87 West of the 6th Principal Meridian, Adams County,  
Colorado, described as follows:

Beginning at a point on the North line of said Southwest Quarter of the Southeast  
Quarter (SW $\frac{1}{4}$ SE $\frac{1}{4}$ ), 30 feet East of the Northwest corner of said Southwest Quarter  
of the Southeast Quarter (SW $\frac{1}{4}$ SE $\frac{1}{4}$ ); thence East along said North line 850 feet;  
thence South parallel with the West line of said Southwest Quarter of the Southeast  
Quarter (SW $\frac{1}{4}$ SE $\frac{1}{4}$ ), 250 feet; thence West parallel with the North line of said  
Southwest Quarter of the Southeast Quarter (SW $\frac{1}{4}$ SE $\frac{1}{4}$ ), 850 feet; thence North  
250 feet to the point of beginning, County of Adams, State of Colorado.

Also known by APN number: 157101000017

GENERAL WARRANTY DEED

THIS DEED, made as of this 22<sup>nd</sup> day of August 2002, is by and between Darrell R. Mallory and Betty B. Mallory, Trustees Under The Darrell R. Mallory and Betty B. Mallory Living Trust Dated October 19, 1995, whose address is 16202 Tucson Street, Brighton Colorado 80601 ("Grantor"), and Aggregate Industries-WCR Inc., a Colorado corporation, whose address is 3605 South Teller Street, Lakewood, Colorado 80235 ("Grantee").

WITNESSETH, that Grantor, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) to Grantor in hand paid by Grantee, the receipt whereof is hereby confessed and acknowledged, has granted, bargained, sold and conveyed and by these presents does grant, bargain, sell, convey and confirm unto Grantee, its heirs, successors and assigns forever, the real property situate in the County of Adams, State of Colorado, and more particularly described on Exhibit A attached hereto and incorporated herein by this reference (hereinafter "the Property"),

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging, or in any wise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, including, but not limited to, all gravel, sand, oil, gas, and other liquid hydrocarbon substances, casinghead gas, coal, carbon dioxide, helium, geothermal resources, and all other naturally occurring elements, compounds and substances, whether similar or dissimilar, organic or inorganic, metallic or non-metallic in whatsoever form and whether occurring, found, extracted or removed in solid, liquid or gaseous state or in combination, association or solution with other mineral or non-mineral substances, regardless of their intended use or current commercial value, and all the estate, right, title, interest, claim and demand whatsoever of Grantor, either in law or equity, of, in and to the Property, with the hereditaments and appurtenances.

90137171  
[Stamp]

Adams

TO HAVE AND TO HOLD the Property above bargained and described, with the appurtenances unto Grantee, its heirs, successors and assigns forever. And Grantor, for itself, its successors and assigns, does covenant, grant, bargain and agree to and with Grantee, its heirs, successors and assigns, that at the time of the ensencalng and delivery of these presents it is well seized of the Property, as of good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form aforesaid, and that the same is free and clear from all former and other grants, bargains, sales, liens, taxes, assessments and encumbrances of whatever kind or nature soever except general taxes and assessments for the current year and all subsequent years; and except for those matters shown on Exhibit B attached hereto and incorporated herein; and the above bargained premises in the quiet and peaceable possession of Grantee, its successors and assigns, will warrant or forever defend against all and every person or persons lawfully claiming or to claim the whole or any part thereof.

IN WITNESS WHEREOF, Grantor has executed this Deed as of the day and year first above written.

Date 8/28  
State Doc. Fee

THE DARRELL R. MALLORY AND BETTY B. MALLORY LIVING TRUST DATED OCTOBER 19, 1995

*Darrell R. Mallory - Trustee*  
Darrell R. Mallory, Trustee

*Betty B. Mallory, Trustee*  
Betty B. Mallory, Trustee

C1015062  
8/26/2002 13:28:41  
PG: 0001-004  
20.00 DOC FEE: 84.80  
CAROL SNYDER  
ADAMS COUNTY

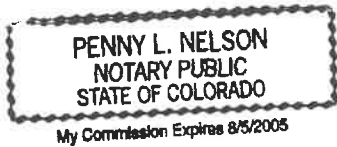
RF \$2000  
Doc fee \$8480  
②

STATE OF Colorado )  
COUNTY OF Denver ) ss.

The foregoing instrument was acknowledged before me this 2<sup>nd</sup> day of August 2002, by Darrell R. Mallory and Betty B. Mallory as Trustees of The Darrell R. Mallory and Betty B. Mallory Living Trust Dated October 19, 1995.

Witness my hand and official seal.

My commission expires: 8/5/2005.



Penny L. Nelson  
Notary Public

## EXHIBIT A

### LEGAL DESCRIPTION

THAT PART OF THE NORTH ONE-HALF OF THE SOUTHEAST ONE-QUARTER, SECTION 1, TOWNSHIP 1 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, ADAMS COUNTY, COLORADO, LYING NORTH AND WEST OF THE CENTERLINE OF THE SOUTH PLATTE RIVER DESCRIBED AS: COMMENCING AT THE SOUTHWEST CORNER OF SAID NORTH ONE-HALF SOUTHEAST ONE-QUARTER, SAID POINT BEING THE POINT OF BEGINNING; THENCE N00°08'29"W, ALONG THE WEST LINE OF SAID NORTH ONE-HALF SOUTHEAST ONE-QUARTER A DISTANCE OF 477.26 FEET; THENCE N89°54'25"E, PARALLEL WITH THE SOUTH LINE OF SAID NORTH ONE-HALF SOUTHEAST ONE-QUARTER, A DISTANCE OF 1250.00 FEET; THENCE N00°08'29"W, PARALLEL WITH THE WEST LINE OF SAID NORTH ONE-HALF SOUTHEAST ONE-QUARTER, A DISTANCE OF 169.08 FEET; THENCE N89°54'25"E, PARALLEL WITH THE SOUTH LINE OF SAID NORTH ONE-HALF SOUTHEAST ONE-QUARTER A DISTANCE OF 1324.16 FEET TO THE CENTERLINE OF THE SOUTH PLATTE RIVER; THENCE BY THE FOLLOWING COURSES AND DISTANCES ALONG THE CENTERLINE OF THE SOUTH PLATTE RIVER:

S53°55'12"W, 94.57 FEET;  
S32°39'44"W, 231.53 FEET;  
S26°54'09"W, 242.48 FEET;  
S15°48'38"W, 187.17 FEET TO THE SOUTH LINE OF SAID NORTH ONE-HALF SOUTHEAST ONE-QUARTER; THENCE S89°54'25"W, ALONG THE SOUTH LINE OF SAID NORTH ONE-HALF SOUTHEAST ONE-QUARTER, A DISTANCE OF 2210.47 FEET TO THE POINT OF BEGINNING, EXCEPT THE WEST 40.00 FEET THEREOF.

EXHIBIT "B"

PERMITTED EXCEPTIONS

1. Taxes for the year 2002, and subsequent years; special assessments or charges not certified to the County Treasurer.
2. Lease by and between Ronald R. Mallory as Tenant and Aggregate Industries-WCR, Inc., a Colorado corporation, as Landlord.
3. Oil and Gas recorded May 07, 1973, in Book 1862 at Page 112, and any assignments thereof or interests therein or rights thereunder.
4. Terms, conditions, provisions, obligations and easements, contained in Easement Deed, recorded October 17, 1989, in Book 3612, at Page 381. Correction Easement in connection therewith recorded November 02, 1989, in Book 3617 at Page 596.
5. a. Rights of others in and to the use of the South Platte River, located over, across, in or under a Southeasterly portion of subject property, and rights to enter said property to maintain the same.  
  
b. The consequences of any past or future change in the location of the centerline of the South Platte River, which forms the Southeasterly boundary of the property.
6. The effect, if any, of the Resolutions recorded July 11, 1995, in Book 4545 at Pages 325 through 328.  
  
NOTE: Getz Exemption From Subdivision recorded February 28, 1996, at Reception No. C0150993.
7. Terms, conditions, provisions and obligations contained in Option Agreement, recorded January 22, 2002, at Reception Number C0916204.
8. The land described herein shall not be deemed to include any house trailer, mobile home or mobile dwelling on the subject property.