

Agreement for Execution of Certification

This Agreement for Execution of Certification ("Agreement") is made and entered as of the 21st day of February, 2017 (the "Effective Date") by and among Public Service Company of Colorado a Colorado Corporation (hereinafter referred to as "Xcel"), by Michael E. Diehl, as Manager of Siting and Right and the Operator/Permittee, Midway Aggregates, RLLP (hereinafter referred to as "Midway"), by Ronda Neumeister as Business Manager, (collectively, the "**Parties**"). Midway does hereby certify that the structure owner of transmission electric lines and related facilities shall be compensated for any damage from the mining operation to the above listed structure(s) located on or within 200 feet of the proposed affected area described within Exhibit A, of the Reclamation Permit for Midway Pit, File No. M-1998-018.

I. Recitals

A. WHEREAS, Midway Aggregates, RLLP is leasing the Midway Pit near Exit 119, west of US Interstate Highway 25 south of Fountain, CO (the "Midway Pit"), a tract generally located in Section 22, Township 17 South, Range 65 West, 6th P.M., El Paso County, Colorado.

B. WHEREAS, the State of Colorado requires Midway to obtain a Certification, or other agreement, from owners of all structures on or within 200 feet of the Gravel Pit;

C. WHEREAS, Xcel, owns and maintains transmission electric lines and related facilities on or within 200 feet of the Gravel Pit (the "Electric Lines");

D. WHEREAS, Midway has requested that Xcel execute the state approved Certification to satisfy the State's requirements; and

E. WHEREAS, the Parties agree as follows:

II. Agreements and Releases

NOW, THEREFORE, for good and valuable consideration, including the mutual covenants set forth below, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Xcel covenants and agrees that Xcel shall execute the Certification attached to this agreement.
2. To induce Xcel to execute the Certification, and as consideration therefore, Midway agrees to indemnify, defend, and hold harmless Xcel, its members, directors, officers, employees, and agents from and against any and all damages, losses and expenses arising out of property damage to the Electric Lines and related facilities caused by or resulting from the acts or omissions of Midland in connection with operation of the Gravel Pit.
3. The rights conferred upon Xcel and the obligations incurred by Midway in this Agreement shall be in addition to, and shall not reduce in any way, the rights and obligations of the Parties contained in the Right-of-way Easement of the Records of the El Paso County, CO Clerk and Recorder, regarding the Electric Lines.
4. This Agreement shall not be altered, amended, modified, or otherwise changed except by a writing duly signed by all the Parties.
5. This Agreement shall be governed by Colorado law, without regard to principles of conflicts of laws. Any action for breach of this Agreement shall be brought in the State of

Colorado, El Paso County. The prevailing party in any action for breach of this Agreement shall be entitled to recover its reasonable attorney fees and costs.

6. In the event that any provision of this Agreement should be held to be void, voidable, or unenforceable, the remaining portions hereof shall remain in full force and effect. If any provision of this Agreement is so broad as to be unenforceable, that provision shall be interpreted to be only as broad as is enforceable under applicable (Colorado) law.

7. This Agreement shall be binding upon and inure to the benefit of the parties, successors, assigns, executors, personal representatives, heirs and devisees. The parties agree that all rights and duties under this Agreement survive any change of control transaction.

Notary for Structure Owner

Structure Owner: Public Service Company of Colorado

Date: 2-21, 2017

By: Michael E Diehl

Printed Name: Michael E Diehl

Title: Manager, Siting and Land Rights
Public Service Company of Colorado

STATE OF Colorado }

COUNTY OF Denver }

The foregoing instrument was acknowledged before me this 21 day of February, 2017, by Michael E Diehl as Manager of Siting + Land Rights

WITNESS MY HAND AND OFFICIAL SEAL.

[Signature] My commission expires 11/23/2020.
NOTARY PUBLIC

**Notary for Permit Operator
Midway Aggregates, RLLP**

Date: 2/21, 2017

By: Konda Neumeister

Print Name: Konda Neumeister

Title: Business Manager

STATE OF Colorado }

COUNTY OF Pueblo }

The foregoing instrument was acknowledged before me this 21st day of February, 2017, by Konda Neumeister as Business Manager of Midway Aggregates, RLLP

WITNESS MY HAND AND OFFICIAL SEAL.

[Signature] My commission expires 8/27/19.
NOTARY PUBLIC

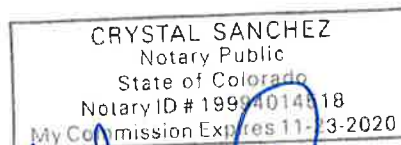


Exhibit A – North Parcel: El Paso County Schedule Number 5722000006

A portion of Section 22, Township 17 South, Range 65 West of the 6th P.M., El Paso County, Colorado, more particularly described as follows:

Commencing at the Northwest Corner of said section 22;

Thence, S 00°20'49"W, 566.75 feet to the point of beginning;

Thence, S88°59'13"E, 3,169.25 feet to a point on the westerly Right of Way line of Interstate Highway 25;

Thence, 18°04'13"E along the Right of Way line 2,951.22 feet;

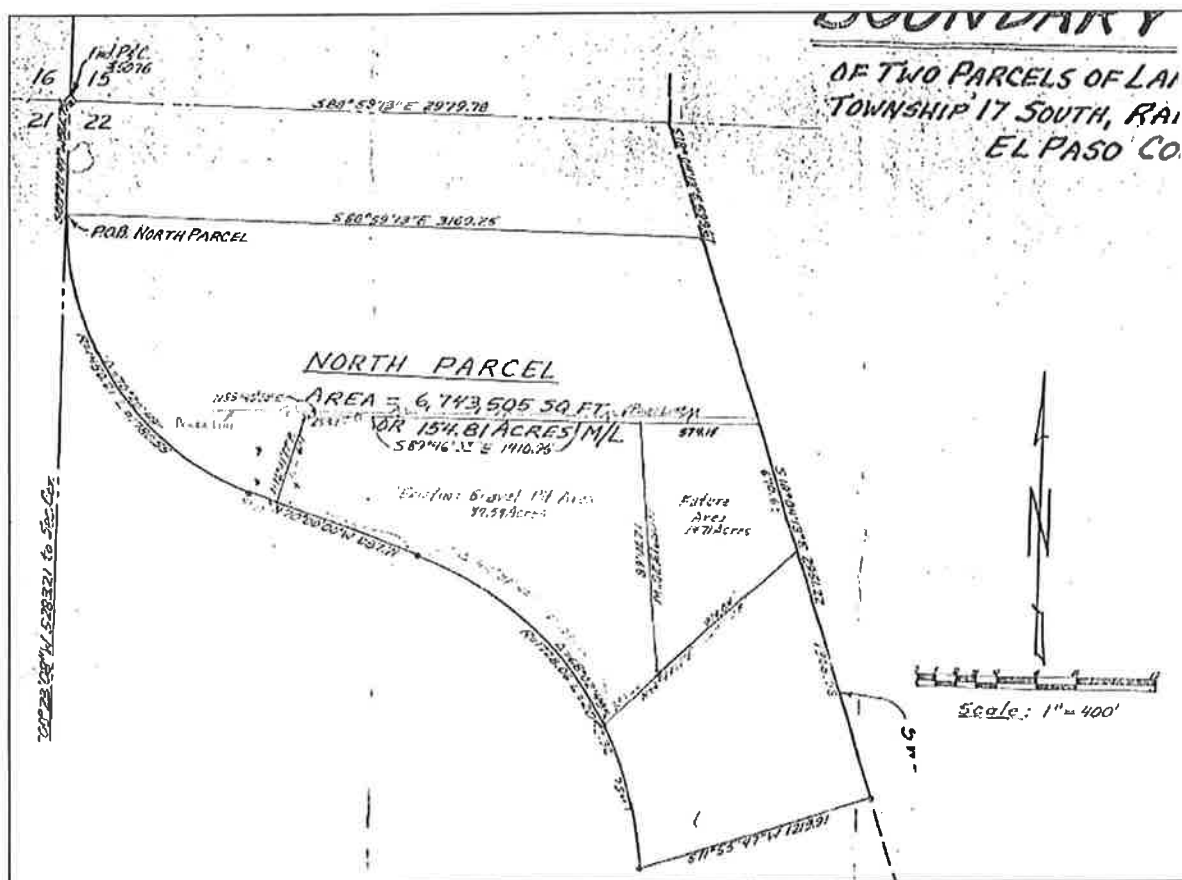
Thence, S71°55'47"W, 1,219.97 feet;

Thence on a curve to the left, whose cord bears N35°58'36"W, having a central angle of 68°02'49", a radius of 1,728.06 feet and an arc length of 2,052.32 feet to a point of tangent;

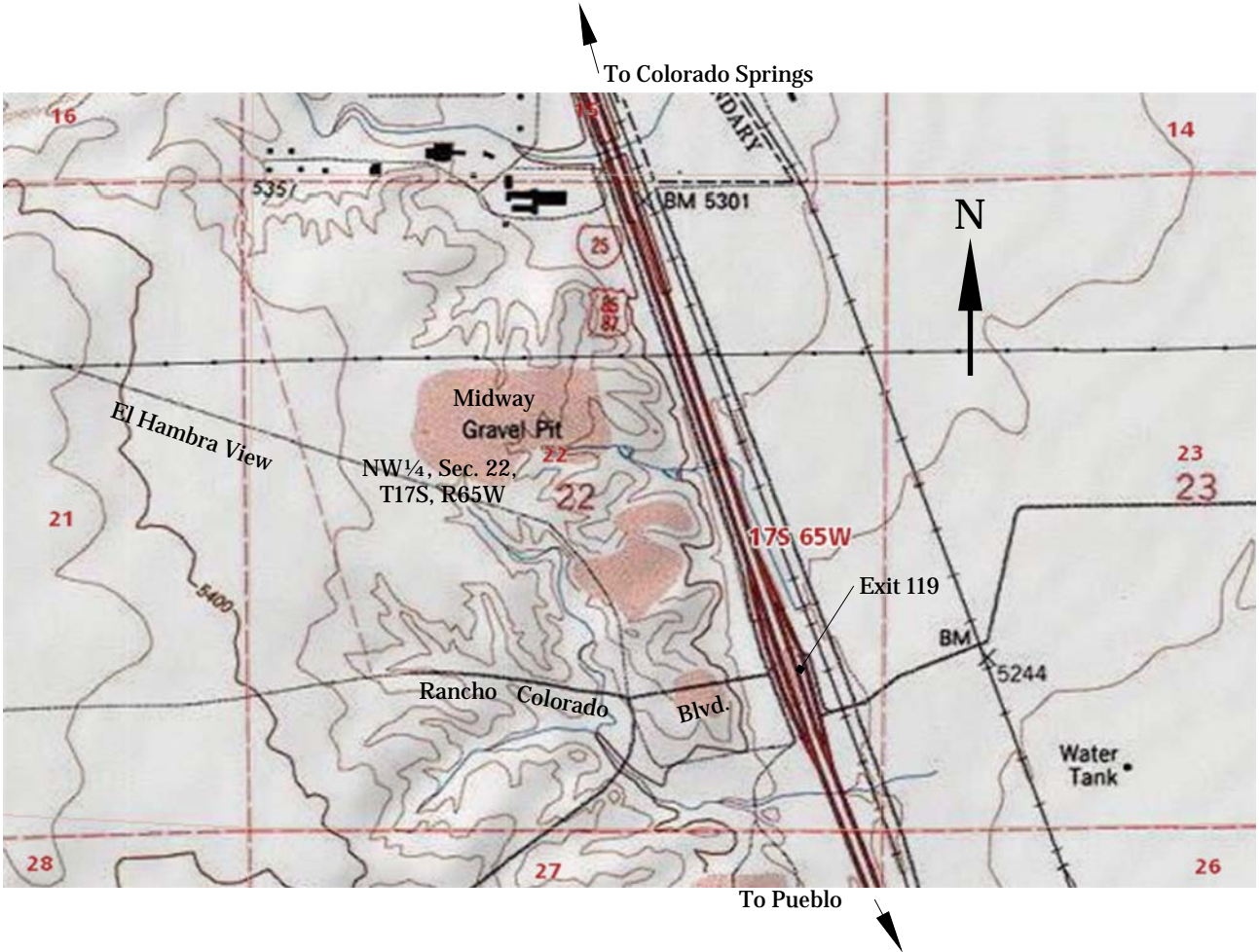
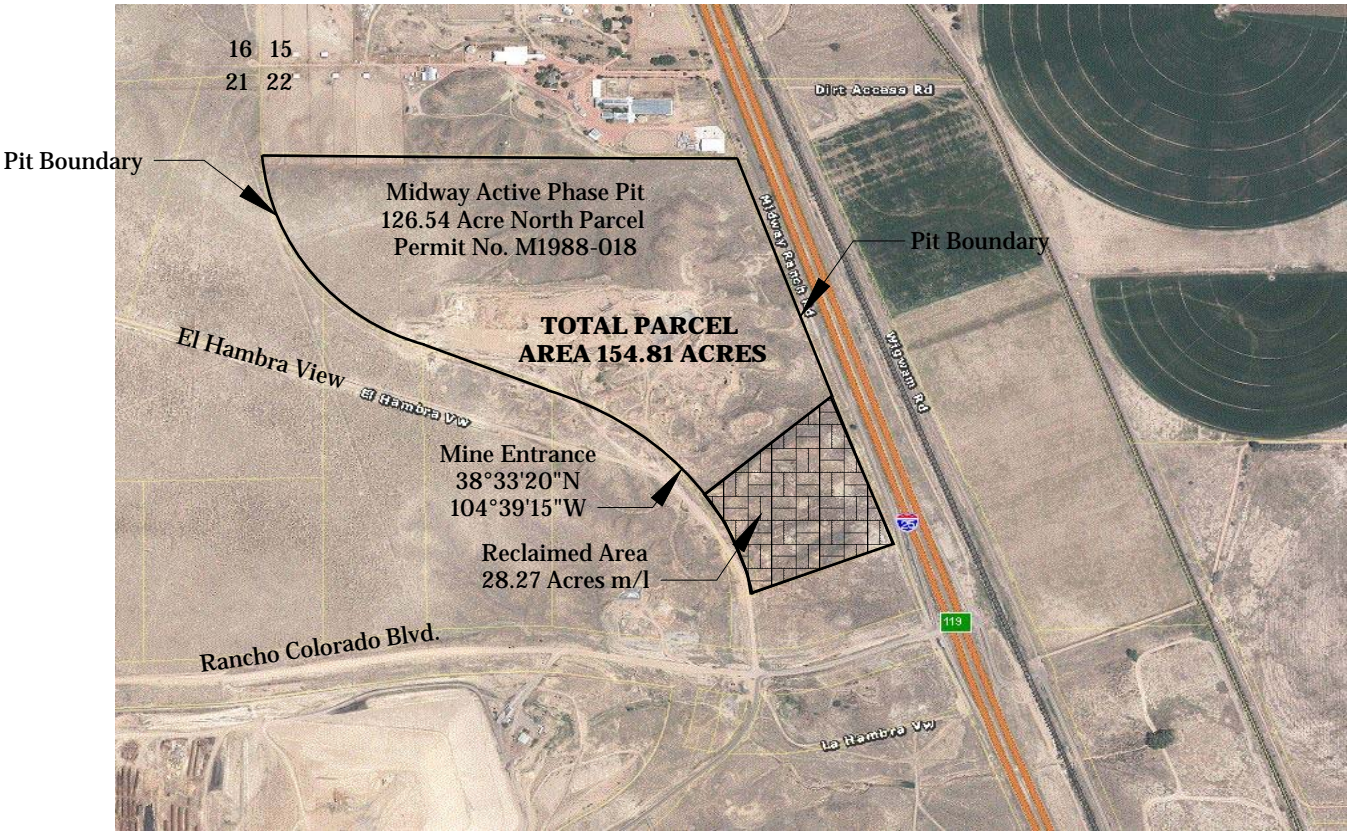
Thence, N70°00'00"W, 887.72 feet to a point of curve;

Thence, on a curve to the right, having a central angle of 70°20'49", a radius of 1,450.21 feet and an arc length of 1,780.55 feet to the point of beginning,

Containing 154.81 acres more or less.



LEGAL DESCRIPTION: NORTH PARCEL: A portion of Section 22, Township 17 South, Range 65 West, 6th PM, El Paso County, Colorado, more particularly described as follows: Commencing at the Northwest Corner of said Section 22; thence S00°20'49"W 566.75 ft to the point of beginning; thence S88°59'13"E 3169.25 ft to a point on the westerly right of way line for Interstate Highway I-25; thence S18°04'13" along said right of way 2,951.22 ft; thence S71°55'47"W1219.97 ft; thence on a curve to the left, whose cord bears N35° 58'36"W, having a central angle of 68°02'49", a radius of 1728.06 ft and an arc length of 2052.32 ft to a point of tangent; thence N70°00'00"W 887.72 ft to a point of curve; thence on a curve to the right, having a central angel of 70°20'49", a radius of 1450.21 ft and an arc length of 1780.55 ft to the point of beginning, containing 6,743,505 square feet or 154.81 acres more or less. The active mine area contains



**LEGAL DESCRIPTION /
INDEX MAPS**

**Exhibit A - Legal Description
Exhibit B - Index MapS**

MIDWAY AGGREGATES, RLLP
MIDWAY GRAVEL PIT
PERMIT NO. M 1988-018
EL PASO, COUNTY, COLORADO



Midway Aggregates - Permit No. M 1988-018
EXHIBIT A - LEGAL DESCRIPTION AND
EXHIBIT B - INDEX MAPS

A	01	PAGE DESCRIPTION	<div></div>	REVISIONS		
					MM/DD/YY	REMARKS
				1	--/--/--/...	
				2	--/--/--/...	
				3	--/--/--/...	
				4	--/--/--/...	
				5	--/--/--/...	
				PROJECT TITLE		

**STATE OF
COLORADO****Cazier - DNR, Tim <tim.cazier@state.co.us>**

FW: Midway Pit M 1998 018 Corrective Action

1 message

David King <david@kirklandconstruction.us>
To: "tim.cazier@state.co.us" <tim.cazier@state.co.us>
Cc: "wally.erickson@state.co.us" <wally.erickson@state.co.us>

Wed, Feb 22, 2017 at 11:47 AM

Good Morning Tim,

This is a partial response and request for a time extension to complete our response to the corrective actions for Midway Pit, Permit M 1998-018. In response to Item 2 of your July 8, 2016 letter, please see the attached copy of the executed agreement with Xcel Energy. A partial response is also attached for Item 1; please see attached a revised legal description and index map for the Midway Pit. We are currently working on updating the mining and reclamation plans and maps and preparing a supporting analysis of the bond calculation. At this time Midway Aggregates is requesting an addition 30 day extension to complete the documents for your review and comment.

If you have questions or require additional information at this time, please contact me.

All the best,

David

David A. King

Kirkland Construction

P.O. Box 580

Rye, Colorado 81069

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2 attachments**Midway Xcel Utility Agreement 22217.pdf**
223K**Midway Exhibit A & B 22217.pdf**
316K