



RPM, Inc.

June 15, 2012

Division of Reclamation Mining & Safety
Attn: Dustin Czapla
101 South 3rd. Street, Suite 301
Grand Junction, CO 81501

RECEIVED

JUN 19 2012

GRAND JUNCTION FIELD OFFICE
DIVISION OF
RECLAMATION MINING & SAFETY

RE: Compensation agreements

Dear Mr. Czapla:

Please find enclosed the compensation agreements. There is no agreement for the CDOT right-of-way fence. This is a CDOT project. CDOT was not inclined to provide an agreement. As part of the highway project, Puckett will ensure any damage to the CDOT fence will be repaired as a permit commitment and as part of the reclamation plan.

Respectfully,

H. Bruce Humphries
Consultant for Puckett Land Co.

cc: Mr. Raymond Anderson
Land Manager
Puckett Land Company
5460 S. Quebec St., Suite 250
Greenwood Village, CO 80111



RECEIVED

JUN 09 2012

1800 Larimer Street
Denver, Colorado 80202-1414

June 8, 2012

Mr. Chuck Whiteman
5460 So. Quebec Street, Suite 250.
Greenwood Village, CO 80111

Re: License Agreement: Section 14, Township 7 South, Range 96 West.

Dear Chuck:

Please find enclosed (2) two original copies of the License Agreement for the mining of an embankment (Soil Borrow Pit), that will be located on Public Service Company easement right-of-way in Section 14, Township 7 South, Range 96 West.

Please sign both copies of the License Agreement and return both copies to me to the above letterhead address, attention Anne MacRae. I will forward you a copy of the License Agreement after it has been executed. If I can be of further assistance at this time, please contact me at 303.571.7292. Thank you.

Sincerely,

Harry Swinhart, Contract Agent
Siting and Land Rights

June 12, 2012

VIA COURIER

Xcel Energy
Attn: Anne L. MacRae, Senior Agent, Siting & Land Rights
1800 Larimer Street, Suite 400
Denver, CO 80202


Re: License Agreement: Section 14, Township 7 South, Range 96 West
Garfield County, Colorado

Dear Ms. MacRae:

Enclosed are two original copies of the agreement referenced above. As you have requested Puckett Land Company has executed both copies and understand that you will return one to us upon Xcel's execution.

Thanks so much for you cooperation and assistance.

Sincerely,



Raymond S. Anderson
Land Manager

Enclosure



Licensee: Puckett Land Company
Investigation #: 2012.088
Line No. 2455 Shoshone-Palisade 69kV
Plat No, 1112-2.10 transmission number
12/05

File With Document #: 15168,34081
Agent: Swinhart
Engineer: Yuan
Section 14, Twp 7S Rge 96W
County Garfield

LICENSE AGREEMENT

This LICENSE AGREEMENT ("License") is made this 4th day of June, 2012 by and between PUBLIC SERVICE COMPANY OF COLORADO, a Colorado Corporation hereinafter called "Licensor," and Puckett Land Company hereinafter called "Licensee."

RECITALS

A. Licensor is the owner of an **easement or right-of-way** for utility facilities (the "Premises"), and desires to protect the facilities located thereon and preserve the future use of said easement or right-of-way, which is more particularly described as follows:

A parcel of land located in Section 14, Township 7 South, Range 96 West, of the 6th Principal Meridian, County of Garfield, State of Colorado, as shown on Exhibit "A" attached hereto and made a part hereof.

B. Licensee desires to mining of an embankment for the development of the west Interchange on I-70 (Soil Borrow Pit) ("licensed facility") in, under, or along portions of the Premises as more particularly shown on Exhibit A, attached hereto and made a part hereof, and desires to obtain Licensor's permission therefore.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Licensor hereby grants to Licensee, with respect to such interest as Licensor may have in the Premises, the authorization to construct, operate, maintain, repair, inspect, remove, and replace the licensed facility in, on, under, or along the Premises, subject to the following:

(1) Licensor is the owner of a limited interest in the Premises. Licensee shall bear the sole obligation of obtaining from the fee title owner of the Premises or others owning proprietary interest in the Premises, such authority or rights as Licensee may need in addition to this license for Licensee's use of the Premises. Licensee agrees that any authorization granted herein is subject to Licensee obtaining such additional authorization.

(2) Licensor intends to use the Premises for the construction, operation, maintenance, repair, replacement, and relocation of its utility facilities, and the rights herein granted to Licensee for the use of the Premises are subject to the rights of Licensor to use the Premises for such purposes, which rights Licensor hereby expressly reserves.

(3) Licensee shall contact the Utility Notification Center of Colorado (1-800-922-1987) for location of any underground utilities, at least two working days prior to the commencement of construction on the Premises. Further, if Licensor has constructed electric transmission facilities on the Premises, Licensee shall contact Licensor's Electric Transmission Lines department at (303) 273-4669 at least four working days prior to the commencement of construction on the Premises. At the discretion of Licensor's Electric Transmission Lines department, construction activities on the Premises shall be performed only when Licensor's representative is present. The instructions of such representative relating to the protection of Licensor's facilities will be followed by Licensee, and will be considered conditions of this authorization.

(4) Licensee shall not do or permit to be done any blasting above, underneath, or near facilities on the Premises without first having received prior written permission from Licensor. Any blasting shall be done in the presence of a representative of Licensor and in accordance with directions such representative may give for the protection or safety of facilities in the area.

(5) Any damage to the Premises, or to Licensor's facilities located on the Premises, as a result of the construction, operation, maintenance, repair, inspection, removal, replacement, or relocation of the licensed facility shall be paid for or repaired at the expense of Licensee.

(6) Licensee agrees and understands that if Licensor has constructed natural gas gathering, storage, transmission, distribution, or related facilities on the Premises, Licensee has been fully advised by Licensor that such natural gas facilities may now transport and may continue to transport natural gas at significant pressures. Licensee shall advise all of its employees, agents, contractors, and other persons who enter upon the Premises, pursuant to the provisions of this license, of the existence and nature of such natural gas facilities and the danger and risk involved.

(7) Licensee agrees and understands that the natural gas facilities of Licensor, if located on the Premises, may be subject to cathodic protection by rectifier and related anode beds, and that Licensor shall not be liable for stray current or interfering signals induced in the licensed facility as a result of the operating of Licensor's cathodic protection system.

(8) Licensee agrees and understands that if Licensor has constructed electric transmission, distribution, or related facilities on the Premises, Licensee has been fully advised by Licensor that such electric facilities may now transmit and may continue to transmit electric current at significant voltages, and that the conductors on electric lines may not be insulated. Licensee shall advise all of its employees, agents, contractors, and other persons who enter upon the Premises, pursuant to the provisions of this license, of the existence and nature of such electric facilities and the potential danger and risk involved.

(9) (a) (i) As used in this license, the term "Claims" means (1) losses, liabilities, and expenses of any sort, including attorneys' fees; (2) fines and penalties; (3) environmental costs, including, but not limited to, investigation, removal, remedial, and restoration costs, and consultant and other fees and expenses; and (4) any and all other costs or expenses.

(ii) As used in this license, the term "Injury" means (1) death, personal injury, or property damage; (2) loss of profits or other economic injury; (3) disease or actual or threatened health effect; and (4) any consequential or other damages.

(b) To the extent permitted by law, and except to the extent caused or contributed to by the willful misconduct or negligence of the Licensor, Licensee covenants and agrees to at all times protect, indemnify, hold harmless, and defend Licensor, its directors, officers, agents, employees, successors, assigns, parents, subsidiaries, and affiliates from and against any and all Claims arising from, alleged to arise from, or related to any Injury allegedly or actually occurring, imposed as a result of, arising from, or related to (1) this license; (2) the construction, existence, maintenance, operation, repair, inspection, removal, replacement, or relocation of the electric transmission or distribution; natural gas gathering, storage, transmission, or distribution; or any other utility facilities located on the Premises; or (3) Licensee's or any other person's presence at the Premises as a result of or related to this license.

(c) Licensee's duty to protect, indemnify, hold harmless, and defend hereunder shall apply to any and all Claims and Injury, including, but not limited to:

(i) Claims asserted by any person or entity, including, but not limited to, employees of Licensee or its contractors, subcontractors, or their employees;

(ii) Claims arising from, or alleged to be arising in any way from, the existence at or near the Premises of (1) electric power generation, transmission, distribution, or related facilities; (2) electricity or electromagnetic fields; (3) natural gas gathering, storage, transmission, distribution, or related facilities; or

(iii) Claims arising from, or alleged to be arising in any way from, the acts or omissions of Licensee, its sublessees, invitees, agents, or employees.

(d) By agreeing to indemnification hereunder, Licensee does not waive any provisions of the Colorado Governmental Immunity Act.

(10) A copy of this license shall be on the Premises and available during construction of the licensed facility.

(11) This license is not transferable or assignable without the express written permission of Licensor.

(12) Upon abandonment of the use of the Premises by Licensee or removal of the licensed facilities, this license shall terminate.

(13) This license shall inure to the benefit of and be binding upon the successors and permitted assigns of the parties hereto.

(14) This license may be executed in two original counterparts, each of which shall be deemed an original of this instrument.

(15) Additional Provisions: **Access to the Public Service Company 69kV overhead electric transmission line shall be provided at all times for maintenance and operations. The mining will not create a slope steeper than 3:1 to a 20 foot radius around each structure within the mining area. No work will be done within the 20 foot radius of any structure. Please see attached High Voltage Electric Transmission Line Clearance Requirements for your Safety.**

IN WITNESS WHEREOF, this instrument has been executed the day and year first above written.

PUBLIC SERVICE COMPANY OF COLORADO


By: _____

John D. Lupo,
Manager, Siting and Land Rights
Xcel Energy Services, Inc.
as authorized Agent for Public Service Company of Colorado

Agreed to and accepted by Licensee this 11th day of June, 2012.

Puckett Land Company
NAME OF LICENSEE

Eric R. Steiner, President
NAME AND TITLE OF SIGNED (Type or Print)


SIGNATURE

5460 South Quebec Street, Suite 250
Street Address

Greenwood Village, Colorado 80111
City, State Zip

303.763.1015
Area Code and Telephone Number

May 22, 2012

Bryan Hotard
Field Land Team Lead, Piceance District
WPX Energy Rocky Mountain, LLC
1058 County Road 215 | PO Box 370
Parachute, Colorado 81635

Reference: Puckett Land Company
Nolte Pit No.1-Mining
Agreement to Compensate

Dear Bryan:

Puckett Land Company (PLC) is in the process of obtaining a mining permit to provide embankment material to the CDOT Parachute Interchange Project in Garfield County Colorado. To comply with the Colorado Department of Reclamation and Resource requirements, PLC hereby submits for your review an agreement to allow PLC and their contractors to enter within 200 feet of Xcel Energy's existing structures during the mining activities. The mining project is located as follows:

Site location:

The site is located approximately one mile southwest of Parachute Colorado, just north of U.S. Highway 6 & 24.

Legal description:

The general location is a parcel of land in a portion of the E2SE of Section 14, Township 7 South, Range 96 West of the 6th Principal Meridian, Garfield County, Colorado.

PLC or our designated contractor will notify WPX Energy Rocky Mountain, LLC in advance of any activities conducted near your facilities. All work completed will be done in a manner as not to disturb your facilities per your specifications.

Thank you for your assistance in obtaining these required agreements.

Sincerely,

Chuck Whiteman



Agreement to Authorize Access and Conduct Mining Operations

The State of Colorado, Division of Reclamation Mining and Safety, requires an operator of a mining operation to provide an agreement between the Mine Operator and the Owner of any significant, valuable or permanent man-made structure which lies within 200 feet of any area affected by the mine operation. Alternatively, the Operator may stay 200 feet away from such structures or provide an engineering evaluation which demonstrates the operation will not affect the significant, valuable or permanent man-made structure.

In conducting its mining operation, Puckett Land Company (PLC) will make every effort to prevent damage to your structure. This agreement is intended to ensure you that are compensated in the unlikely event mining related damage to the following significant, valuable or permanent manmade structure, located within 200 feet of the mining operation's affected area should occur.

WPX Energy Rocky Mountain, LLC , 1058 County Road 215, PO Box 370, Parachute, Colorado 81635 owns the following man-made structures as defined by Rule 1.1(48) of the Mined Land Reclamation Board's Rules and Regulations:

Structure(s)

1. Cathodic Protection Facilities – PLC will require necessary locations from WPX
2. Pipelines
3. Deeded Right of Ways

CERTIFICATION

The undersigned, Permittee's Attorney (name), Law Manager (title), of Puckett Land Company does hereby certify that Puckett Land Company ("Permittee") will **defend, indemnify and hold harmless** WPX and all of its parent, affiliated and subsidiary companies and the agents, servants, and employees of WPX (collectively "Indemnitees") from any and all claims, demands, lawsuits, damages, suits, judgments, and/or expenses (including court costs and attorney fees) of any kind or character directly arising out of or resulting from any work performed on said lands by reason of the permission granted.

Permittee shall be fully liable for any damages suffered by WPX Energy Rocky Mountain, LLC as a result of Permittee's operations, and for any costs incurred resulting from damage to the above listed structure(s) located on or within 200 feet of the proposed affected area boundary described within Exhibit A, of the Construction Materials Mining Permit Application, *Nolte Borrow Pit* #.

Permittee recognizes the rights granted hereunder are subordinate to WPX Energy Rocky Mountain, LLC 's rights, and will conduct operations in such a manner that will not hinder, impair, or interfere with any operations Xcel Energy may be conduction during the life of this agreement.

Permittee agrees to reimburse WPX Energy Rocky Mountain, LLC for any expenses incurred by reason of operations conducted pursuant to the provisions of this agreement. Such reimbursement shall be made within thirty (30) days following receipt of an itemized bill.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized representatives.

Puckett Land Company

By: [Signature]

Name: RAYMOND S. ANDERSON

Title: LAND MANAGER

ACCEPTED AND AGREED TO THIS 22nd DAY OF May, 2012.

WPX Energy Rocky Mountain LLC

By: [Signature]

Name: RYAN S. NOTARI

Title: Field Land Team Lead



STATE OF COLORADO)
)ss
COUNTY OF Garfield)

The foregoing instrument was acknowledged before me this 22nd day of May, 2012, by Raymond S. Anderson, as Land Manager, of Puckett Land Company, a Colorado limited liability corporation, on behalf of said company.

Witness my hand and official seal.

My commission expires: 05/16/2015



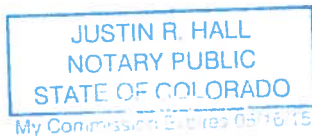
Justin R. Hall
Notary Public, State of Colorado

STATE OF COLORADO)
)ss
COUNTY OF Garfield)

The foregoing instrument was acknowledged before me this 22nd day of May, 2012, by Bryan S. Astor, as Attorney-In-Fact, of, WPX Energy Rocky Mountain, LLC a _____, on behalf of said company.

Witness my hand and official seal.

My commission expires: 05/16/2015



Justin R. Hall
Notary Public, State of Colorado

June 1, 2012

PDC Energy
1775 Sherman St., Suite 3000
Denver, CO 80203

Reference: Puckett Land Company
Nolte Pit No.1-Mining
Agreement to Compensate

Gentlemen:

Puckett Land Company (PLC) is in the process of obtaining a mining permit to provide embankment material to the CDOT Parachute Interchange Project in Garfield County Colorado. To comply with the Colorado Department of Reclamation and Resource requirements, PLC hereby submits for your review an agreement to allow PLC and their contractors to enter within 200 feet of PDC Energy's (PDC) existing structures during the mining activities. The mining project is located as follows:

Site location:

The site is located approximately one mile southwest of Parachute Colorado, just north of U.S. Highway 6 & 24.

Legal description:

The general location is a parcel of land in a portion of the E2SE of Section 14, Township 7 South, Range 96 West of the 6th Principal Meridian, Garfield County, Colorado.

PLC or our designated contractor will notify PDC in advance of any activities conducted near your facilities. All work completed will be done in a manner as not to disturb your facilities per your specifications.

Thank you for your assistance in obtaining these required agreements.

Sincerely,

Chuck Whiteman



Agreement to Authorize Access and Conduct Mining Operations

The State of Colorado, Division of Reclamation Mining and Safety, requires an operator of a mining operation to provide an agreement between the Mine Operator and the Owner of any significant, valuable or permanent man-made structure which lies within 200 feet of any area affected by the mine operation. Alternatively, the Operator may stay 200 feet away from such structures or provide an engineering evaluation which demonstrates the operation will not affect the significant, valuable or permanent man-made structure.

In conducting its mining operation, Puckett Land Company (PLC) will make every effort to prevent damage to your structure. This agreement is intended to ensure you that are compensated in the unlikely event mining related damage to the following significant, valuable or permanent manmade structure, located within 200 feet of the mining operation's affected area should occur.

PDC Energy, 1775 Sherman St., Suite 3000, Denver, CO 80203 (PDC) owns the following man-made structures as defined by Rule 1.1(48) of the Mined Land Reclamation Board's Rules and Regulations:

Structure(s)

1. PDC's Puckett 14-43 well and pad, and related access and rights of way
2. Pipelines to and from the above mentioned well
3. Storm Water BMP's associated with PDC's operations

CERTIFICATION

The undersigned, Raimondo S. Anderson (name), Land Manager (title), of Puckett Land Company does hereby certify that Puckett Land Company ("Permittee") will **defend, indemnify and hold harmless** PDC and all of its parent, affiliated and subsidiary companies and the agents, servants, and employees of PDC (collectively "Indemnitees") from any and all claims, demands, lawsuits, damages, suits, judgments, and/or expenses (including court costs and attorney fees) of any kind or character directly arising out of or resulting from any work performed on said lands by reason of the permission granted.

Permittee shall be fully liable for any damages suffered by Indemnitees as a result of Permittee's operations, and for any costs incurred resulting from damage to the above listed structure(s) located on or within 200 feet of the proposed affected area boundary described within Exhibit A, of the Construction Materials Mining Permit Application, *Nolte Borrow Pit* #.

Permittee recognizes the rights granted hereunder are subordinate to PDC's rights, and will conduct operations in such a manner that will not hinder, impair, or interfere with any operations PDC may be conducting during the life of this agreement.

Permittee agrees to reimburse PDC for any expenses incurred by reason of operations conducted pursuant to the provisions of this agreement. Such reimbursement shall be made within thirty (30) days following receipt of an itemized bill.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized representatives.

Puckett Land Company

By: [Signature]

Name: Raymond S. Anderson

Title: Land Manager

ACCEPTED AND AGREED TO THIS 4th DAY OF June, 2012.

PDC Energy

By: [Signature] [Signature]

Name: SCOTT REASONER

Title: VP OPERATIONS

STATE OF COLORADO)
)ss
COUNTY OF Archuleta)

The foregoing instrument was acknowledged before me this 1st day of June, 2012, by Raymond S. Anderson as Land Manager of Puckett Land Company, a Colorado limited liability corporation, on behalf of said company.

Witness my hand and official seal.

My commission expires: 8/21/2013



My Commission Expires 8/21/2013

Karna Kams
Notary Public, State of Colorado

STATE OF COLORADO)
)ss
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 4 day of June, 2012, by Scott Reasoner as VP Operations of, PDC Energy, a Nevada Corporation, on behalf of said company.

Witness my hand and official seal.

My commission expires: 2/4/2013

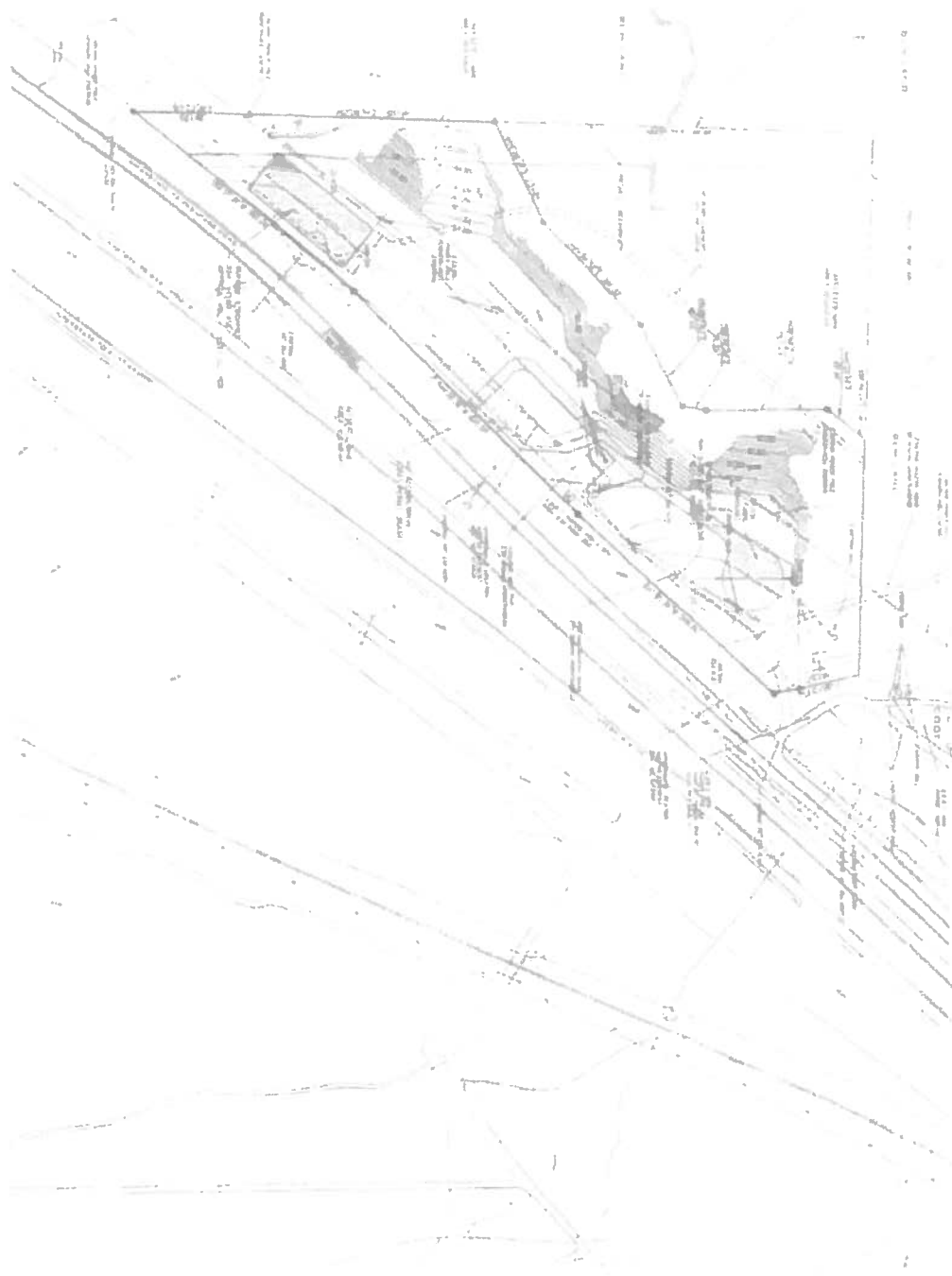


MY COMMISSION EXPIRES 2/4/2013

Heidi Solokis
Notary Public, State of Colorado

BEING A PORTION OF THE EAST HALF (E $\frac{1}{2}$) FOR THE SOUTHEAST QUARTER (SE $\frac{1}{4}$) OF SECTION 14,
TOWNSHIP 7 SOUTH, RANGE 96 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF GARFIELD,
STATE OF COLORADO
MINING PLAN

MINING PLAN



1431

FILE NUMBER

[illegible]

MINING PLAN
COLTE PIT #1

Environ Biol Fish (2015) 98:1031–1044



MINI PLAN

SHEEP 24

Agreement to Authorize Access and Conduct Mining Operations

The State of Colorado, Division of Reclamation Mining and Safety, requires an operator of a mining operation to provide an agreement between the Mine Operator and the Owner of any significant, valuable or permanent man-made structure which lies within 200 feet of any area affected by the mine operation. Alternatively, the Operator may stay 200 feet away from such structures or provide an engineering evaluation which demonstrates the operation will not affect the significant, valuable or permanent man-made structure.

In conducting its mining operation, Puckett Land Company (PLC) will make every effort to prevent damage to its structure. This agreement is intended to ensure that repairs or replacement will be made in the unlikely event mining related damage to the following significant, valuable or permanent manmade structure, located within 200 feet of the mining operation's affected area should occur.

Puckett Land Company, 5460 S. Quebec St., Ste. 250, Greenwood Village, CO 80111 owns the following man-made structures as defined by Rule 1.1(48) of the Mined Land Reclamation Board's Rules and Regulations:

Structure(s)

1. Access road

CERTIFICATION

The undersigned, ERIC R. STEARNS (name), PRESIDENT (title), of Puckett Land Company does hereby certify that Puckett Land Company ("Permittee") will **defend, indemnify and hold harmless** its parent, affiliated and subsidiary companies and the agents, servants, and employees (collectively "Indemnitees") from any and all claims, demands, lawsuits, damages, suits, judgments, and/or expenses (including court costs and attorney fees) of any kind or character directly arising out of or resulting from any work performed on said lands by reason of the permission granted.

Permittee shall be fully liable for any damages suffered as a result of Permittee's operations, and for any costs incurred resulting from damage to the above listed structure(s) located on or within 200 feet of the proposed affected area boundary described within Exhibit A, of the Construction Materials Mining Permit Application, *Nolte Borrow Pit* #.

Permittee recognizes the rights granted hereunder are subordinate to Puckett Land Company rights, and will conduct operations in such a manner that will not hinder, impair, or interfere with any operations PLC may be conducting during the life of this agreement.

Permittee agrees to reimburse Puckett Land Company for any expenses incurred by reason of operations conducted pursuant to the provisions of this agreement. Such reimbursement shall be made within thirty (30) days following receipt of an itemized bill.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized representatives.

ACCEPTED AND AGREED TO THIS 12th DAY OF JUNE, 2012.

Puckett Land Company

By: [Signature]

Name: ERIC R. STEARNS

Title: PRESIDENT

ACKNOWLEDGEMENT

STATE OF COLORADO)
)ss
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 12th day of JUNE, 2012, by ERIC R. STEARNS, as PRESIDENT, of Puckett Land Company, a Colorado limited liability corporation, on behalf of said company.

Witness my hand and official seal.

My commission expires: 8/18/13

RAYMOND S. ANDERSON
NOTARY PUBLIC
STATE OF COLORADO

My Commission Expires 8/18/13

[Signature]
Notary Public, State of Colorado