

LICENSE AGREEMENT

This LICENSE AGREEMENT ("License") is made this 21ST day of MAY, 2008 by and between PUBLIC SERVICE COMPANY OF COLORADO, a Colorado Corporation hereinafter called "Licensor," and Stonewall Springs Quarry, LLC 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:

SEE "EXHIBIT A" ATTACHED HERETO.

B. Licensee desires to perform gravel mining, excavation operations, reservoir construction including the installation of reservoir appurtenances and associated pipelines in, under, or along the westerly 15 feet of the Premises (the "licensed area"), and desires to obtain Licensor's permission therefor.

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 improvements shown on Exhibit B, attached hereto (the "licensed facility" in, on, under, or along the licensed area, 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. Further, Licensee shall obtain and maintain in good standing, any approvals or permits from any governmental agency which are required for the construction or operation of the licensed facility. Licensee agrees that any authorization granted herein is subject to Licensee obtaining such additional authorization.

(2) Licensor intends to use the Premises, including the licensed area, 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 licensed area are subject to the rights of Licensor to use the Premises, including the licensed area, for such purposes, which rights Licensor hereby expressly reserves. Licensee's shall not construct or install any facilities on the Premises, except in strict accordance with the Exhibit B and shall not locate any facilities outside of the boundaries of the licensed area for any purpose, without the prior written approval of Licensor, which approval may be granted or denied in Licensor's sole and absolute discretion.

(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. See Additional Provisions below.

(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, 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 licensed area and available during construction of the licensed facility.

(11) Neither this license, nor any interest therein, is transferable or assignable without the express written consent of Licensor, which consent shall not be unreasonably withheld. In the event that Licensee desires to assign this license, or sublicense or otherwise grant any right to any other person to own or operate the licensed facility, Licensee shall provide to Licensor, in writing: (A) the name and address of the proposed sublicensee or assignee; (B) the terms of the proposed sublicense or assignment; and (C) reasonable financial and other information so that Licensor can evaluate the proposed sublicensee or assignee. In determining whether to grant its consent to a proposed assignment or sublicense, Licensor may consider any reasonable factor. Without limiting the conditions that may be construed as a reasonable factor, it is deemed reasonable that Licensee demonstrate to Licensor's reasonable satisfaction that the proposed assignee or sublicensee has sufficient financial worth and experience in the operation of the facilities similar to the licensed facility to fully and timely discharge all of the obligations of Licensee under this license. Furthermore, if Licensee is then in default of any obligation of Licensee under this license, it shall be reasonable for Licensor to elect, in its sole discretion, to deny its consent to such proposed assignment or sublicense so long as such default exists.

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

(13) Subject to the provisions of Section 11 hereof, this license shall inure to the benefit of and be binding upon the successors and 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)

(A) LICENSEE ACKNOWLEDGES THAT IT HAS BEEN ADVISED AND UNDERSTANDS THAT WHEN WORKING NEAR OR UNDER A HIGH VOLTAGE ELECTRIC TRANSMISSION LINE, IT MUST BE ASSUMED THE TRANSMISSION LINE IS ENERGIZED, AND ANY WORKERS OR EQUIPMENT MAY NOT BE CLOSER THAN TWENTY FEET (20') IN ANY DIRECTION TO THE ENERGIZED TRANSMISSION LINES OR CONDUCTORS. LICENSEE AGREES TO CONTACT XCEL ENERGY/PUBLIC SERVICE COMPANY OF COLORADO ELECTRIC TRANSMISSION LINE OPERATIONS DEPARTMENT [303-273-4662 OR 303-273-4665] A MINIMUM OF 48 HOURS IN ADVANCE OF ANY WORK ON THE PREMISES TO ARRANGE FOR A PATROLMAN TO BE ON SITE DURING ANY CONSTRUCTION WORK WITHIN THE PREMISES.

WHEN DETERMINED TO BE NECESSARY, IN LICENSOR'S SOLE AND ABSOLUTE DISCRETION, THE PATROLMAN WILL ARRANGE FOR AN OUTAGE OF THE ELECTRIC LINES. ANY OUTAGE IS A DAY-TO-DAY SITUATION, WITH THE

PATROLMAN ON THE JOB SITE AT ALL TIMES. WHEN THE PATROLMAN HAS ARRANGED FOR AN OUTAGE, ANY WORKERS AND EQUIPMENT MUST BE NO CLOSER THAN THREE FEET (3') IN ANY DIRECTION FROM THE DE-ENERGIZED LINES OR CONDUCTORS. THERE IS A FEE CHARGED WHEN AN ELECTRICAL CLEARANCE IS REQUIRED OR THE PATROLMAN IS ON SITE FOR MORE THAN FOUR HOURS.

UNDER **NO** CIRCUMSTANCES MAY WORK BE STARTED WITHIN TWENTY FEET (20') IN ANY DIRECTION OF THE TRANSMISSION LINES OR CONDUCTORS WITHOUT CLEARANCE FROM THE PATROLMAN. IT IS THE RESPONSIBILITY OF THE LICENSEE OR ITS CONTRACTOR TO NOTIFY THE PATROLMAN WHENEVER STARTING AND ENDING THE WORK.

(B) The provisions of this Section 15 apply to any entry by Licensee on the Premises. Unless provided otherwise in this Agreement, consents by Licensor under this License may be given or withheld in its sole and absolute discretion.

(C) Licensor may, at its expense, relocate the licensed facility, or any portion thereof, to another portion of the Premises, or require Licensee to perform such relocation, subject to reimbursement by Licensor of actual third-party costs for engineering and construction incurred by Licensor, provided that utility of the licensed facility is not impaired by the new location, and that either temporary or permanent replacement facilities are operational prior to any portion of the licensed facilities being decommissioned.

(D) Licensee shall not make any excavations or changes in grade across the Premises, including without limitation, excavations for installation of pipelines or conduits, without the prior written consent of Licensor.

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

PUBLIC SERVICE COMPANY OF COLORADO
By: Riley Hill
Riley Hill, Regional Vice President,
Customer and Community Service,
Xcel Energy Services Inc.,
Agent for Public Service Company of Colorado

Agreed to and accepted by Licensee this 21ST day of may, 2008.

Stonewall Springs Quarry, LLC
NAME OF LICENSEE

MARK MORLEY MANAGER
NAME AND TITLE OF SIGNEE (Type or Print)

[Signature]
SIGNATURE
20 Boulder Crescent, 2nd Floor
Street Address

Colorado Springs, CO 80903
City, State Zip

(719) 471-1742
Area Code and Telephone Number



Pj Anderson <pja5713@gmail.com>

Fwd: Waterline information

1 message

Mark Morley <markmorley20@aol.com>
To: pja5713@gmail.com, jmorley3870@aol.com

Wed, Jul 12, 2017 at 3:22 PM

Sent from my iPhone

Begin forwarded message:

From: "Diehl, Michael E" <Michael.Diehl@XCELENERGY.COM>
Date: July 12, 2017 at 2:06:04 PM MDT
To: "markmorley20@aol.com" <markmorley20@aol.com>
Subject: FW: Waterline information

No further land rights, or permissions necessary as long as the proposed water line is located as stated in the attached documents. Though the notification requirements are mentioned in the easement/licenses, I've attached our Clearance Letter that outlines the process involved in construction within our electric transmission easement. Thank you very much and please don't hesitate to call with any questions or concerns.

Safety Brings You Home
HAVE A SAFE DAY
Michael E. Diehl, Manager
Siting and Land Rights
Xcel Energy | Responsible By Nature
1800 Larimer Street, Suite 400
Denver, CO 80202
(Office) 303-571-7260
(Cell) 303-810-9707
(Fax) 303-294-2088
(e-mail) michael.diehl@xcelenergy.com

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-----Original Message-----

From: Mark Morley [mailto:markmorley20@aol.com]

Sent: Wednesday, July 12, 2017 1:00 PM
To: Diehl, Michael E
Subject: Waterline information

XCEL ENERGY SECURITY NOTICE: This email originated from an external sender. Exercise caution before clicking on any links or attachments and consider whether you know the sender. For more information please visit the Phishing page on XpressNET.

Mike, attached please find the information you requested regarding putting a waterline in the westerly portion of the XL easement. I included the cover page from both licensing agreements we currently have I also included a cut sheet showing what the pipe would look like size and depth I also included a letter from Andy Horvat. Thank you for your time on this matter look forward to hear from you.

Sent from my iPhone

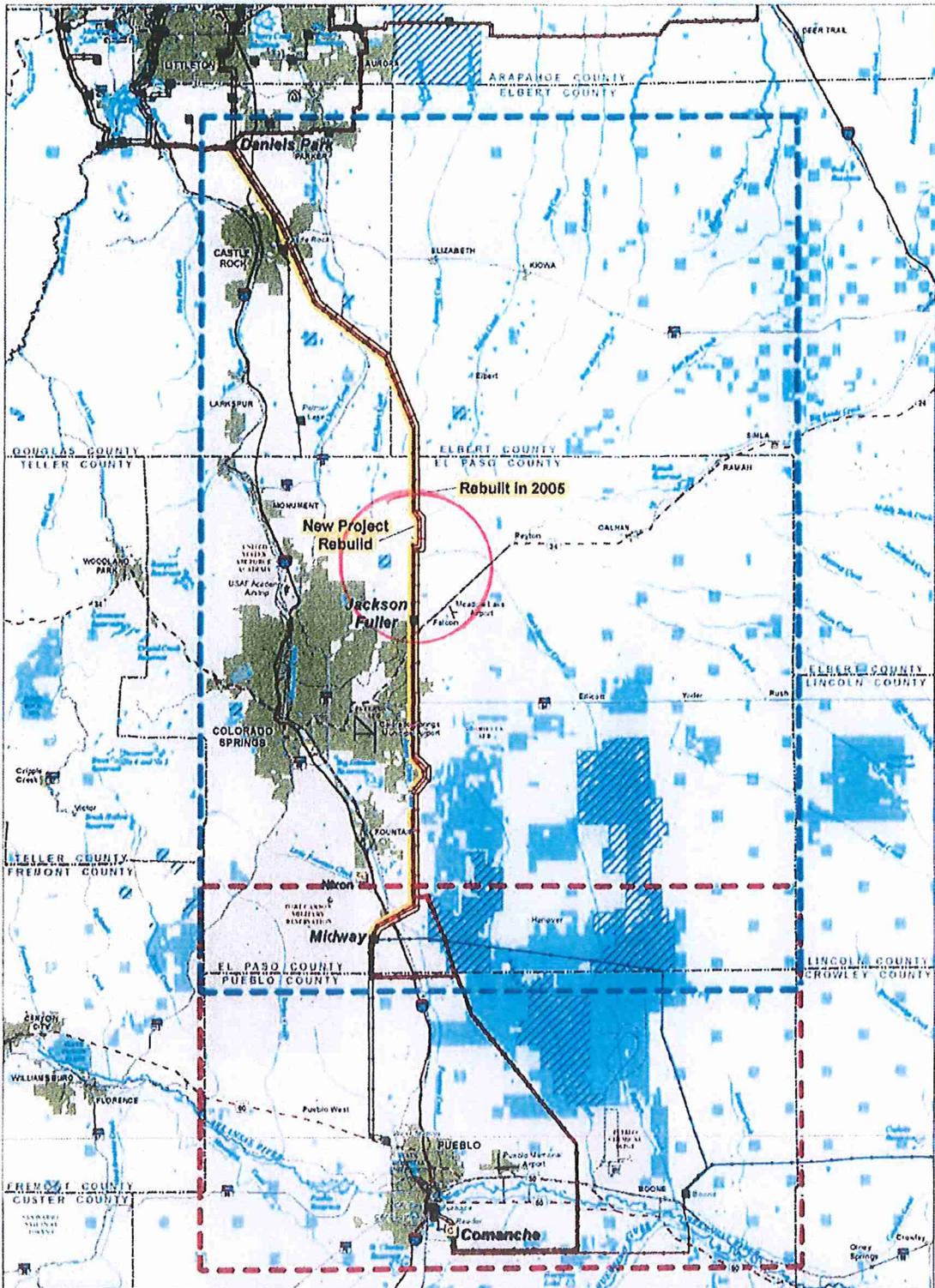
Begin forwarded message:

XCEL ENERGY SECURITY NOTICE: This email originated from an external sender. Exercise caution before clicking on any links or attachments and consider whether you know the sender. For more information please visit the Phishing page on XpressNET.

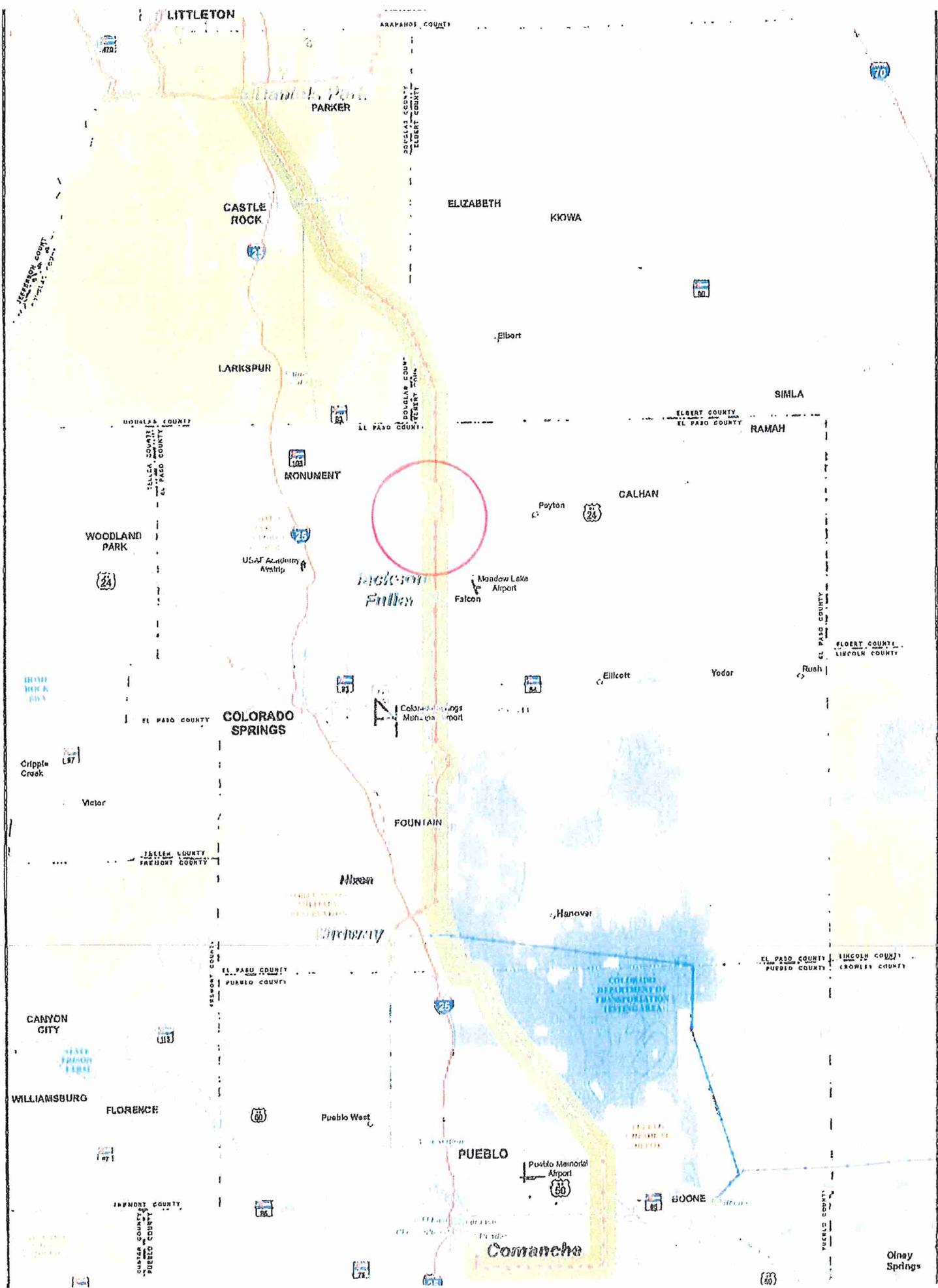
2 attachments

 **DOC071117-07112017121447.pdf**
5325K

 **Clearance Requirements amended PDF (2).pdf**
124K



Project Area Legend Electric Transmission System (PSCO)		Public Service Company of Colorado (PSCO) Existing 138kV Single Circuit Transmission Line Existing 174kV Double Circuit Transmission Line Existing 230kV Single Circuit Transmission Line Existing 230kV Double Circuit Transmission Line Existing 230kV Single Circuit Transmission Line (Shared Corridor with Tri-State Generation and Transmission)		Jurisdiction D.M. State D.D. Municipal Authority Unincorporated Municipal Authority Statewide Road Land Project Study Area Comanche - Midway Study Midway - Daniels Park 2004 Study		0 1 2 3 4 5 6 Miles 0 1 2 3 4 5 6 Kilometers	
Other Symbols Station One-Phase Substation Facility Coal-Fueled Thermal Generation Facility Geologic Sample Station		P.A. 0145 or 1045 Approval or 1011 Daniels Park Project of 1996-1997		EDAW Date Modified: 4/15/2010 10:00 Path: P:\000008-8\STATE_01-05-10\Map\468273-Daniels_Park_StudyArea.pdf 468273-Daniels_Park_StudyArea.pdf Data Sources: Colorado Department of Transportation (2004), Bureau of Land Management (2004), East Energy (2004)			



LITTLETON

ARAPAHO COUNTY

PARKER

DENVER COUNTY
ELBERT COUNTY

ELIZABETH

KIOWA

CASTLE ROCK

80

Elbert

LARKSPUR

SIMLA

ELBERT COUNTY
EL PASO COUNTY

RAMAH

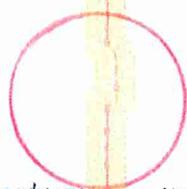
MONUMENT

CALHAN

Poyton

WOODLAND PARK

USAF Academy
Atatip



Fountain

Meadow Lake
Airport
Falcon

24

24

ROAD ROCK
SVA

EL PASO COUNTY

COLORADO SPRINGS

Colorado Springs
Municipal Airport

Ellicott

Yoder

Rush

EL PASO COUNTY
LINCOLN COUNTY

ELBERT COUNTY
LINCOLN COUNTY

Cripple
Creek

Victor

ELBERT COUNTY
FREMONT COUNTY

FOUNTAIN

Mirra

Hanover

EL PASO COUNTY
PUEBLO COUNTY

LINCOLN COUNTY
KROMLIN COUNTY

CANYON CITY

113

WILLIAMSBURG

FLORENCE

Pueblo West

PUEBLO

BOONE

Pueblo Memorial
Airport

FREMONT COUNTY

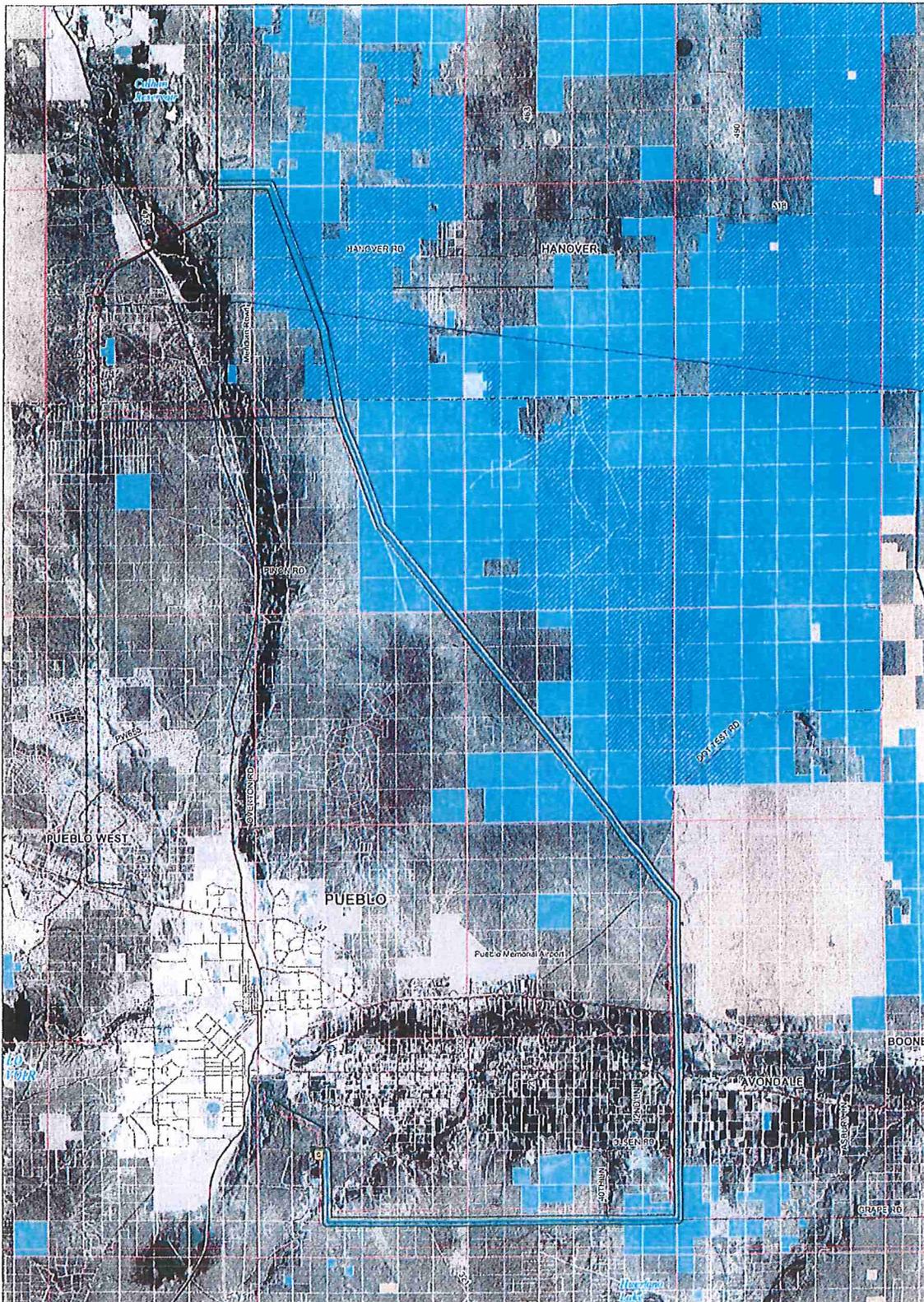
CUSTER COUNTY
PUEBLO COUNTY

Comanche

PUEBLO COUNTY

Olney
Springs

50



Preferred Corridor

Electric Transmission System (PSCo)

- Substation
- Coal-fired Generation Facility
- Coal-fired/Natural Gas Generation Facility (Colorado Springs SHW)

Public Service Company of Colorado (PSCo)

- Existing 115kV Single Circuit Transmission Line
- Existing 115kV Double Circuit Transmission Line
- Existing 230kV Single Circuit Transmission Line
- Existing 230kV Double Circuit Transmission Line
- Existing 330kV Single Circuit Transmission Line
- 345kV Double Circuit Transmission Line

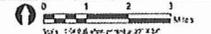
Note: City limits are represented by blue lines. The color of transmission structures depends on the color of transmission structures.

Project Features

- 0.25 Mile Center of Preferred Transmission Line Route

Jurisdiction

- City
- County
- Municipal Boundary
- Reserved Right-of-Way



EDAW	Data Modified	12/7/2016
Path	P:\000505180066_011016_Maps_Siting Area_PSCoing_Study_Figures\Preferred_Corridor.pdf	
Data Sources	Colorado Department of Transportation (2014), Bureau of Land Management (2014), Xcel Energy (2014)	