

Internal  
C0070001

R

**From:** Priscilla Burton  
**To:** OGMCOAL; Rosalee Nolton  
**Date:** 9/29/2011 10:30 AM  
**Subject:** 0070001 White Oak retainage  
**Attachments:** Lien Waivers\_001.pdf

Hello Rose,  
Attached are the lien waivers and receipts marked paid in full for the White Oak project. We can now pay the retainage. Please call if you have any questions.  
Priscilla.

Priscilla Burton, CPSSc  
Division Oil Gas & Mining  
319 Carbonville Rd., Ste. C  
Price UT 84501  
(435) 613-3733

From:

09/19/2011 06:59 #727 P.002/003

From:

09/19/2011 07:15 #073 P.002/003

# Innovative Excavation

## UNCONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

The undersigned has been paid and has received a progress payment from

Innovative Excavation

in the sum of

1,583.30

payable  
to

MAKER OF CHECK

Con Tech Construction

AMOUNT OF CHECK

PAYEE OR PAYEES OF CHECK

for labor, services, equipment or material and does hereby release any mechanic's lien, stop notice or bond right

on the job of

White Oak Mine Reclamation

located at

Scotfield, UT

OWNER

JOB DESCRIPTION

to the following extent. This release covers a progress payment for labor, services, equipment, or material

furnished to

Innovative Excavation

through

(Galvanized Pipe)  
Aug 31, 2011

YOUR CUSTOMER

DATE

only and does not cover any retentions received before or after the release date; extras furnished before the release date for which payment has not been received; extras or items furnished after the release date. Rights based upon work performed or items furnished under a written change order which has been fully executed by the parties prior to the release date are covered by this release unless specifically reserved by the claimant in this release. This release of any mechanic's lien, stop notice, or bond right shall not otherwise affect the contract rights, including rights between parties to the contract based upon a rescission, abandonment, or breach of the contract, or the right of the undersigned to recover compensation for furnished labor, services, equipment, or material covered by this release if that furnished labor, services, equipment, or material was not compensated by the progress payment.

Dated

9.19.11

James M. King Field Supervisor  
Con Tech Const. Prods.

COMPANY NAME

# Innovative Excavation

## UNCONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

The undersigned has been paid and has received a progress payment from

Innovative Excavation

in the sum of

47,000

AMOUNT OF CHECK

payable  
to

Skyline Reclamation

MAKER OF CHECK

PAYEE OR PAYEE'S OF CHECK

for labor, services, equipment or material and does hereby release any mechanic's lien, stop notice or bond right

on the job of

White Oak Mine Reclamation

located at

Scotfield, UT

OWNER

JOB DESCRIPTION

to the following extent. This release covers a progress payment for labor, services, equipment, or material

furnished to

Innovative Excavation

through

Aug 31, 2011

YOUR CUSTOMER

DATE

only and does not cover any retainments received before or after the release date; extras furnished before the release date for which payment has not been received; extras or items furnished after the release date. Rights based upon work performed or items furnished under a written change order which has been fully executed by the parties prior to the release date are covered by this release unless specifically reserved by the claimant in this release. This release of any mechanic's lien, stop notice, or bond right shall not otherwise affect the contract rights, including rights between parties to the contract based upon a rescission, abandonment, or breach of the contract, or the right of the undersigned to recover compensation for furnished labor, services, equipment, or material covered by this release if that furnished labor, services, equipment, or material was not compensated by the progress payment.

Dated

9/19/11

Skyline Reclamation Job

COMPANY NAME

# Innovative Excavation

## UNCONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

The undersigned has been paid and has received a progress payment from

Innovative Excavation

in the sum of

\$500

AMOUNT OF CHECK

payable  
to

Rock checkers

MAKER OF CHECK

PAYEE OR PAYEES OF CHECK

for labor, services, equipment or material and does hereby release any mechanic's lien, stop notice or bond right

on the job of

White Oak Mine Reclamation

OWNER

located at

Scotfield, UT

JOB DESCRIPTION

to the following extent. This release covers a progress payment for labor, services, equipment, or material

furnished to

Innovative Excavation

YOUR CUSTOMER

through

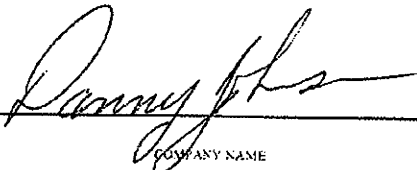
Aug 31, 2011

DATE

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Dated

Aug 19/2011

  
COMPANY NAME

From:

*Aggs*

09/19/2011 13:48

#079 P.002/002



**CONDITIONAL INTERIM WAIVER OF LIEN  
FOR SUBCONTRACTOR, SUPPLIER, VENDOR**

In consideration of the receipt of the progress billing amount of \$ 1278.20 (West Roc, Inc from Innovative Excavation Payee hereby waives, releases, and relinquishes to the extent of the amount set forth above, any bond claims and all claims or rights of lien which the undersigned may now have by reason of any labor, material, supplies, equipment, or work furnished to the construction project commonly known as White Oak Mine Reclamation. Further, payee, in consideration of the payment of said sum, does hereby release and forever discharge Utah Dept. of Natural Resources (The Contractors Sureties) and their respective successors, affiliates, agents, and assigns, all of their respective subsidiaries, general partners, lenders, and employees, from any and all claims, demands, suits, causes of action of whatever kind or nature, whether based on contract, tort or otherwise, which now exist or which arise out of or which are in any way connected to the portion of the Project performed by payee, except for those whose claims specifically reserved below:

The undersigned further agrees to furnish a good and sufficient waiver of lien, contract or other claim on said premises from every person or entity that furnished labor or materials to the above-described Project who may be acting under or through any contract with the undersigned. The undersigned further certifies that the labor and materials, for which payment is made as indicated above were actually performed or used at the above-described Project. It is expressly understood that this waiver may have been given prior to receipt of payment at the request of and for the convenience of Payor and is, therefore, contingent upon receipt, in due course, of payment in full of the amount set forth above, which payment (together with any and all prior payments) represents payment in full for all labor, materials, supplies, equipment, and work furnished by Payee through August 31, 2011

SUBCONTRACTOR / VENDOR / SUPPLIER

BY: *[Signature]*

TITLE: *Co. Mgr.*

COMPANY: *Westroc, Inc.*

From:

09/20/2011 08:50

#081 P.002/002

# Innovative Excavation

## UNCONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

The undersigned has been paid and has received a progress payment from

Innovative Excavation

in the sum of

0  
AMOUNT OF CHECK

payable  
to

MAKER OF CHECK

Waste & Water Logistics

PAYER OR PAYEE OF CHECK

for labor, services, equipment or material and does hereby release any mechanic's lien, stop notice or bond right

on the job of

White Oak Mine Reclamation

located at

Scotfield, UT

OWNER

JOB DESCRIPTION

to the following extent. This release covers a progress payment for labor, services, equipment, or material

furnished to

Innovative Excavation

through

Aug 31, 2011

YOUR CUSTOMER

DATE

only and does not cover any retentions received before or after the release date; extras furnished before the release date for which payment has not been received; extras or items furnished after the release date. Rights based upon work performed or items furnished under a written change order which has been fully executed by the parties prior to the release date are covered by this release unless specifically reserved by the claimant in this release. This release of any mechanic's lien, stop notice, or bond right shall not otherwise affect the contract rights, including rights between parties to the contract based upon a rescission, abandonment, or breach of the contract, or the right of the undersigned to recover compensation for furnished labor, services, equipment, or material covered by this release if that furnished labor, services, equipment, or material was not compensated by the progress payment.

Dated

9/19/11

[Signature]  
Waste & Water Logistics

COMPANY NAME

# Forest Concepts, LLC

# Invoice

3320 West Valley Hwy N  
 Suite D-110  
 Auburn, WA 98001  
 (Tax ID# 91-1927350)

Phone: 253.333.9663  
 Fax: 253.833.2639  
[www.forestconcepts.com](http://www.forestconcepts.com)

Date: 12-Nov-10  
 Invoice #: 2010-11-12-01

**Sold to:** John Lee  
 Skyline Reclamation, Inc.  
 RR1 Box 294  
 Fairview, UT 84629  
 435-427-3900  
[johnlee@skylinereclamation.com](mailto:johnlee@skylinereclamation.com)

**Ship to:** Skyline Reclamation, Inc.  
 Hwy 89 (Milepost 282)  
 Fairview, UT 84629  
 (1 mile south of town)

\*2nd Shipment\*

Order#	Pay.Terms	Sales Rep	Ship Date	Ship Via	Freight Terms	Delivery Date
	On delivery	Mperry	11/12/2010	Smoot Bros.	FOB Origin	11/15 (est)
Delivery Cty	Delivery State	Delivery Zip	Fed End Use	Resale/Whsl	Retail/End User	Tax Rate (%)
Fairview	UT	84629				0

List Price	Item #	Description	Qty	U/M	Unit Cost	Line Total
\$ 12.85	LS64-100	WoodStraw™ 50 lb.	672	Bales	\$ 10.00	\$ 6,720.00
\$ 142.00	LS64-100	WoodStraw™ 575 lb.	0	Bales	\$ -	\$ -
		Forest Concepts delivery				\$ -
<b>Total</b>			672	Bales		\$ -
			33.6	Pallets		\$ -

**\*PAID IN FULL\***

AMEX, MC & VISA accepted:

<b>Credit Card:</b>
Name:
CC#:
Exp Date:
Code:

Subtotal	\$	6,720.00
Sales Tax	0.0%	\$ -
3rd Party Shipper	\$	1,650.00
<b>Total billed</b>	<b>\$</b>	<b>8,370.00</b>
Bal.due	\$	-

Special instructions:

Make checks payable to "Forest Concepts, LLC"

*Thank you for your business!*

## Forest Concepts, LLC

# Invoice

3320 West Valley Hwy N  
 Suite D-110  
 Auburn, WA 98001  
 (Tax ID# 91-1927350)

Phone: 253.333.9663  
 Fax: 253.833.2639  
[www.forestconcepts.com](http://www.forestconcepts.com)

Date: 9-Nov-10  
 Invoice #: 2010-11-09-01

**Sold to:** John Lee  
 Skyline Reclamation, Inc.  
 RR1 Box 294  
 Fairview, UT 84629  
 435-427-3900  
[johnlee@skylinereclamation.com](mailto:johnlee@skylinereclamation.com)

**Ship to:** Skyline Reclamation, Inc.  
 Hwy 89 (Milepost 282)  
 Fairview, UT 84629  
 (1 mile south of town)

\*1st Shipment\*

Order#	Pay.Terms	Sales Rep	Ship Date	Ship Via	Freight Terms		Delivery Date
	On delivery	Mperry	11/9/2010	Smoot Bros.	FOB Origin		
Delivery Cty	Delivery State	Delivery Zip	Fed End Use	Resale/Whsl	Retail/End User	Tax Rate (%)	
Fairview	UT	84629				0	

List Price	Item #	Description	Qty	U/M	Unit Cost	Line Total
\$ 12.85	LS64-100	WoodStraw™ 50 lb.	672	Bales	\$ 10.00	\$ 6,720.00
\$ 142.00	LS64-100	WoodStraw™ 575 lb.	0	Bales	\$ -	\$ -
<b>Forest Concepts delivery</b>						\$ -
						\$ -
Total						\$ -
			672	Bales		\$ -
			33.6	Pallets		\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -

**\*PAID IN FULL\***

AMEX, MC & VISA accepted:

**Credit Card:**  
 Name: \_\_\_\_\_  
 CC#: \_\_\_\_\_  
 Exp Date: \_\_\_\_\_  
 Code: \_\_\_\_\_

Subtotal	\$	6,720.00
Sales Tax	0.0%	\$ -
3rd Party Shipper	\$	1,650.00
<b>Total billed</b>	<b>\$</b>	<b>8,370.00</b>
Bal.due	\$	-

Special Instructions:

Make checks payable to "Forest Concepts, LLC"

*Thank you for your business!*



**UTAH LIEN WAIVER AND RELEASE FORM  
UNCONDITIONAL WAIVER AND RELEASE UPON FULL AND FINAL PAYMENT**

**Property Name:** White Oak Mine  
**Property Location:** near Scofield, UT 84526  
**Undersigned's Customer:** Skyline Reclamation Inc

The undersigned has been PAID IN FULL for all labor, services, equipment or material furnished to Skyline Reclamation on the job of White Oak Mine from 06/09/2011 through 09/22/2011. The project is commonly known as White Oak Mine, near Scofield, UT county of Carbon.

The undersigned does hereby waive and release any right a Mechanic's Lien, Stop Notice or any right against a labor and material bond on the job, except for disputed claims for extra work in the amount of \$0.00. Furthermore, the undersigned warrants and represents that it has paid all material suppliers, equipment dealers and/or sub-tier subcontractors for any and all labor, materials and services due and owing on the project.

Dated September 22, 2011 for Watersaver Company, Inc., 5870 E. 56<sup>th</sup> Avenue, Commerce City, CO 80022

By: Crissi L Morris Crissi L Morris, Sales/Service Coordinator

**NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID OR YOUR CHECK HAS BEEN RETURNED BY THE BANK. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL RELEASE FORM.**

**ACKNOWLEDGEMENT BY NOTARY PUBLIC**

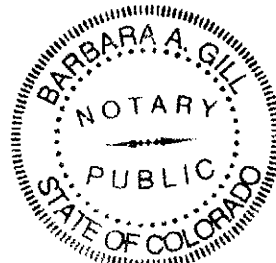
State of Colorado            )  
County of Adams            )

*On this, the 22nd day of September, 2011, before me a Notary Public, the undersigned officer, personally appeared Crissi L Morris, known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that he/she/they executed the same for the purposes therein contained.*

*In witness whereof, I hereunto set my hand and official seal*

Barbara A Gill  
Barbara A Gill, Notary Public

My Commission Expires: 2/26/2013





**HARWARD FARMS**

1988 WEST CENTER STREET  
 SPRINGVILLE, UTAH 84603  
 801.489.9412

**Straw Invoice**

October 26, 2010

John Lee  
 Skyline Reclamation  
 Box 294 RR 1  
 Fairview, Utah 84629

For certified weed free straw delivered on October 12, 2010 to the White Oak Mine Site near Scofield, Utah.

3 Truck Loads  
 40,030 #  
 20.00 Tons  
 \$120.00/Ton

**Total Due: \$2,400.00**

Tax Id No.: 528 68 5534

Thank You,  
 Jud Harward  
 Harward Farms

*PAID*  
 ✓ #4086 11/14/10  
 PAID IN FULL  
 Jud Harward  
 NOV. 26 2010

Skyline Reclamation, Inc. 12/89  
22850 N. 10400 E.  
Fairview, UT 84629  
(435) 427-3900

AMERICANWEST BANK  
FAIRVIEW, UT 84629  
87-2261843

4086

11/24/2010

PAY TO THE ORDER OF Harvard Farms

\$ 2,400.00

Two Thousand Four Hundred and 00/100

DOLLARS

Harvard Farms  
1988 W Center Street  
Springville UT 84663

Straw Invoice 10/26/10

⑈004086⑈ ⑆124302257⑆03 1409212⑈

Skyline Reclamation, Inc.

Harvard Farms

4086

Straw Invoice to Withe Oak Mine Site

11/24/2010

2,400.00

General Checking

Straw Invoice 10/26/10

2,400.00

From:

001-302-5627

p.1

09/26/2011 08:35

#083 P.002/002

ATTN:  
Paula Oliver

# Innovative Excavation

## UNCONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

The undersigned has been paid and has received a progress payment from

Innovative Excavation

in the sum of

0

AMOUNT OF CHECK

payable  
to

MAKER OF CHECK

TPLR Trucking

PAYEE OR PAYEES OF CHECK

for labor, services, equipment or material and does hereby release any mechanic's lien, stop notice or bond right

on the job of

White Oak Mine Reclamation

located at

Scotfield, UT

OWNER

JOB DESCRIPTION

to the following extent. This release covers a progress payment for labor, services, equipment, or material

furnished to

Innovative Excavation

through

Aug 31, 2011

YOUR CUSTOMER

DATE

only and does not cover any retentions received before or after the release date; extras furnished before the release date for which payment has not been received; extras or items furnished after the release date. Rights based upon work performed or items furnished under a written change order which has been fully executed by the parties prior to the release date are covered by this release unless specifically reserved by the claimant in this release. This release of any mechanic's lien, stop notice, or bond right shall not otherwise affect the contract rights, including rights between parties to the contract based upon a rescission, abandonment, or breach of the contract, or the right of the undersigned to recover compensation for furnished labor, services, equipment, or material covered by this release if that furnished labor, services, equipment, or material was not compensated by the progress payment.

Dated

9-26-2011

Timothy C. Levin

TPLR Trucking

COMPANY NAME

# Innovative Excavation

## UNCONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

The undersigned has been paid and has received a progress payment from

Innovative Excavation

in the sum of

0

AMOUNT OF CHECK

payable  
to

ABM&N

MAKER OF CHECK

PAYEE OR PAYEES OF CHECK

for labor, services, equipment or material and does hereby release any mechanic's lien, stop notice or bond right

on the job of

White Oak Mine Reclamation

OWNER

located at

Scotfield, UT

JOB DESCRIPTION

to the following extent. This release covers a progress payment for labor, services, equipment, or material

furnished to

Innovative Excavation

YOUR CUSTOMER

through Aug 31, 2011

DATE

only and does not cover any retentions received before or after the release date; extras furnished before the release date for which payment has not been received; extras or items furnished after the release date. Rights based upon work performed or items furnished under a written change order which has been fully executed by the parties prior to the release date are covered by this release unless specifically reserved by the claimant in this release. This release of any mechanic's lien, stop notice, or bond right shall not otherwise affect the contract rights, including rights between parties to the contract based upon a rescission, abandonment, or breach of the contract, or the right of the undersigned to recover compensation for furnished labor, services, equipment, or material covered by this release if that furnished labor, services, equipment, or material was not compensated by the progress payment.

Dated

9-26-11

Michelle Pierce ABM&N

COMPANY NAME

PO Box 818, West Jordan, UT 84084  
Phone (801) 260-1300 Fax (801) 260-1303 Email info@innovative-companies.com

# Innovative Excavation

## UNCONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

The undersigned has been paid and has received a progress payment from

in the sum of

0  
AMOUNT OF CHECK

payable  
to

Innovative Excavation

MAKER OF CHECK

Anytime Trucking  
PAYEE OR PAYEES OF CHECK

for labor, services, equipment or material and does hereby release any mechanic's lien, stop notice or bond right

on the job of

White Oak Mine Reclamation

located at

Scotfield, UT

OWNER

JOB DESCRIPTION

to the following extent. This release covers a progress payment for labor, services, equipment, or material

furnished to

Innovative Excavation

through

Aug 31, 2011  
DATE

YOUR CUSTOMER

only and does not cover any retentions received before or after the release date; extras furnished before the release date for which payment has not been received; extras or items furnished after the release date. Rights based upon work performed or items furnished under a written change order which has been fully executed by the parties prior to the release date are covered by this release unless specifically reserved by the claimant in this release. This release of any mechanic's lien, stop notice, or bond right shall not otherwise affect the contract rights, including rights between parties to the contract based upon a rescission, abandonment, or breach of the contract, or the right of the undersigned to recover compensation for furnished labor, services, equipment, or material covered by this release if that furnished labor, services, equipment, or material was not compensated by the progress payment.

Dated

9/26/2011

Anytime Trucking, Inc

COMPANY NAME

Shelly Burd