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Norman H. Bangerter
Governor
Dee C. Hansen
Executive Director
Dianne R. Nielson, Ph.D.
Division Director

State of Utah

DEPARTMENT OF NATURAL RESOURCES
DIVISION OF OIL, GAS AND MINING

355 West North Temple
3 Triad Center, Suite 350
Salt Lake City, Utah 84180-1203
801-538-5340

July 11, 1990

Mr. Walter L Wright, President
Valley Camp of Utah, Inc.
Scofield Route
Helper, Utah 84526

Dear Mr. Wright:

Re: Five-Year Permit Renewal, Valley Camp of Utah, Inc., Belina
Complex, ACT/007/001, Folder #3, Carbon County, Utah

Enclosed is a new permanent program mining permit for the Belina Complex and Valcam loadout. The expiration date for this permit is August 24, 1994, five years from the expiration date of the original permit. Also enclosed is a copy of the State's Decision Document for the permit renewal.

Please note that for purposes of responding to the stipulations, the permit approval date is the date on the top of the first page of the permit, July 5, 1990. Two copies of the permit are included. Please read the stipulations in Attachment A, then sign both copies and return one to the Division.

Thank you for your cooperation during the permitting process.

Best regards,

A handwritten signature in cursive script that reads "Dianne".

Dianne R. Nielson
Director

c1
Attachments
cc: P. Rutledge, OSM
R. Hagen, OSM
G. Morris, USFS
W. Wright, Valley Camp
B. Team
BT253/7

PERMIT RENEWAL AND STATE DECISION DOCUMENT

VALLEY CAMP OF UTAH, INC.
BELINA COMPLEX
ACT/007/001
CARBON COUNTY, UTAH

July 11, 1990

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 June 8, 1990
 510(c) Clearance Memo
Permit with Stipulations

ADMINISTRATIVE OVERVIEW

VALLEY CAMP OF UTAH, INC.
SKYLINE MINE
ACT/007/005
CARBON COUNTY, UTAH

July 11, 1990

Background

The Belina Mine Complex is located in Carbon and Emery Counties, Utah, approximately three miles southwest of Scofield, Utah and twenty miles northwest of Price, Utah. The Complex consists of two separate areas; the mine facilities and the VALCAM loadout.

The existing permit area contains approximately 3738 acres of which 1767 acres and 1971 acres are Federal and private surface, respectively. The existing permit area contains approximately 2370 acres, 293 acres, and 1083 acres of Federal, Carbon County and private coal, respectively.

A permanent program mining permit was originally issued by the Office of Surface Mining (OSM) for the Belina Mine on July 10, 1984. A permit was also approved by the Utah Division of Oil, Gas and Mining on August 24, 1984. This permit expired on August 24, 1989. An application for permit renewal was submitted and the Division has been working closely with Valley Camp to renew the permit. Due to various problems, including resubmitting under the newly adopted Utah regulations, the repermitting process has been slow. In the interim, the Division agreed to issue a short-term permit for the Belina Complex which expired on May 24, 1990. Due to significant progress in the permit renewal process it was determined that a second short-term permit could be issued which would expire on July 5, 1990 at which time the five-year permit renewal would be issued.

The term of this permit renewal cannot exceed a five-year permit term, therefore this permit will expire on August 24, 1994.

Issues

As part of the permit renewal process, Valley Camp of Utah was required to resubmit the MRP for the Belina Complex, updating the plan, including as-built designs for facilities which were proposed in the original plan, as well as all other approved changes.

The U.S. Forest Service as a major surface land owner, has been involved in the review of the revised MRP, and has raised several issues during the renewal processing. Major concerns raised by both the Forest Service and DOGM have either been addressed or included as stipulations to the permit.

DOGM was prepared to issue the permit renewal on July 5, 1990 when a problem was discovered upon running a 510(c) clearance check on Valley Camp of Utah. An affiliated company has an outstanding violation which has not been resolved. This violation is currently in the litigation process, and has been since its issuance circa 1980. Stipulation #3 was added to the permit to address this issue.

All other issues raised, with the exception of those stipulations attached to the permit, have been resolved to the satisfaction of all involved agencies.

A Technical Analysis was conducted on the original permit application in 1984. Another TA will be done upon the completion of Stipulation #1 and #2.

Permit Changes

During the initial permit term several amendments to the permit were submitted and approved by DOGM, including:

Approval for cleanout of Sediment Pond #4, November 24, 1986.

Approval to modify NPDES permit and add 6" minewater discharge line, October 15, 1986

Approval to construct wash bay and substation retaining wall, December 15, 1986.

Approval of road and sediment pond certification, March 14, 1988.

Approval of small area exemptions, May 3, 1989.

Recommendation for Approval

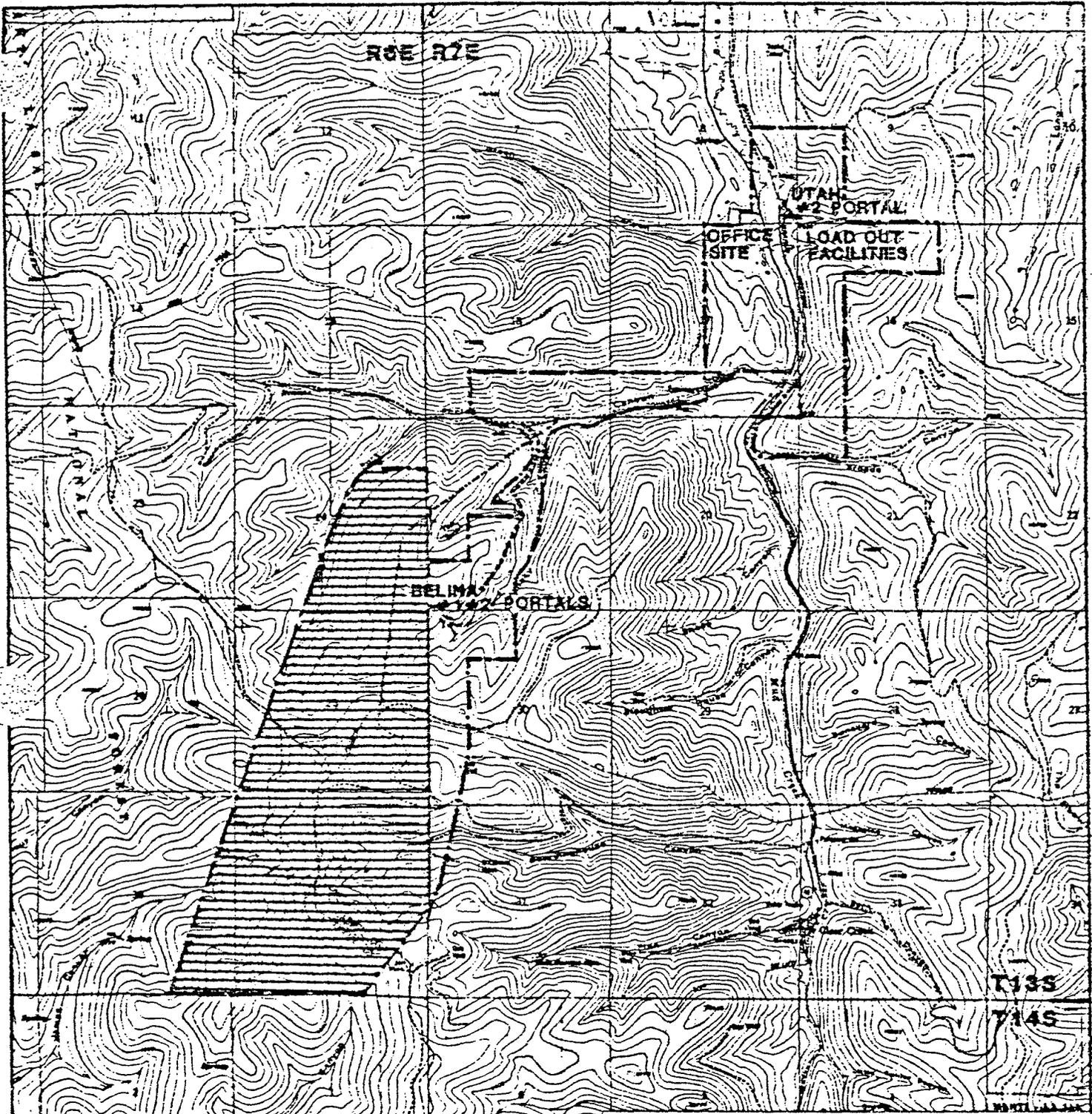
Approval for permit renewal is recommended, based on the updated MRP; a review of the current permit, including all conditions, amendments and revisions approved to date; and conformance with criteria for approval of permit renewal applications (R614-303-230 thru 235)(see attached Permit Renewal Findings document). All issues raised during the review process which are pertinent to the term of renewal have been resolved or will be attached as stipulations to permit approval. No issues were raised during the public comment period.

PERMIT CHRONOLOGY
VALLEY CAMP OF UTAH
ACT/007/001

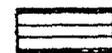
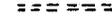
October 31, 1989	Division issues short term permit which expires on May 24, 1990
November 17, 1989	Valley Camp submits bond for \$2.3 million
December 17, 1989	Valley Camp submits complete baseline and operation plan text and maps
February 1, 1990	Valley Camp submits complete reclamation plan text and maps
March 7, 1990	Division makes decision concerning Determination of Completeness, publication
May 24, 1990	Division issues new short-term permit which expires on July 5, 1990
June 14, 1990	Valley Camp submits additional maps and monitoring information required by Division.
July 11, 1990	Division issues a permanent program mining permit effective July 5, 1990 which will expire on August 24, 1994.

BT243/6

BELINA COMPLEX VALLEY CAMP OF UTAH, INC.

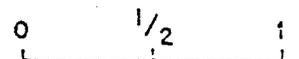


LEGEND

-  SMCRA PERMIT BOUNDARY
-  AREA OF MINING PLAN APPROVAL (FEDERAL COAL)
-  PIPELINE
-  HAUL ROAD



NORTH



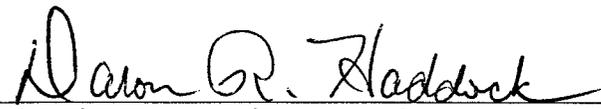
SCALE IN MILES

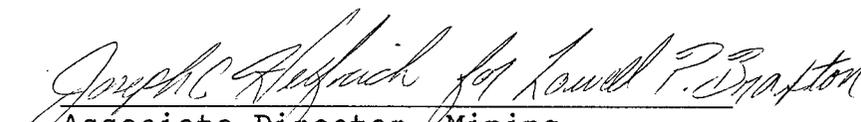
PERMIT RENEWAL FINDINGS

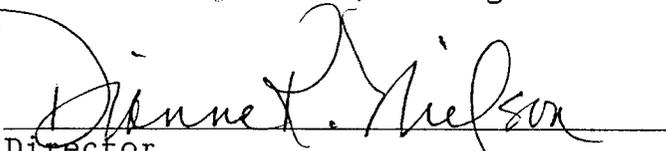
VALLEY CAMP OF UTAH, INC.
BELINA COMPLEX
ACT/007/001
CARBON COUNTY, UTAH

July 11, 1990

1. The permit renewal term will not exceed the original permit term of five years (R614-303-234).
2. The terms and conditions of the existing permit are being satisfactorily met (R614-303-233.110). (Two recent violations are currently outstanding. The operator is in the process of resolving them through the NOV process. They should not be considered reason for not renewing the permit at this time.)
3. The present underground coal mining activities are in compliance with the environmental protection standards of the Act and the Utah State Program (R614-303-233.120).
4. The requested renewal will not substantially jeopardize the operator's continuing responsibility to comply with the Act and the Utah State Program (R614-303-233.130).
5. The operator has provided evidence of having liability insurance or self-insurance (R614-303-233.140).
6. The operator has posted a reclamation surety in the required amount and has provided evidence that the surety will remain in full effect for the additional permit period. No additional surface disturbances are proposed at this time (R614-303-233.150).


Permit Supervisor


Associate Director, Mining


Director
Division of Oil, Gas & Mining

Last Revised, July 1989
RECLAMATION AGREEMENT

Permit Number ACT/007/001
Date Permit Issued 8-24-84
Effective Date of Agreement 11-30-89

STATE OF UTAH
DEPARTMENT OF NATURAL RESOURCES
DIVISION OF OIL, GAS AND MINING
355 West North Temple
3 Triad Center, Suite 350
Salt Lake City, Utah 84180-1203
(801) 538-5340

COAL RECLAMATION AGREEMENT
--oo00oo--

For the purposes of this RECLAMATION AGREEMENT the terms below are defined as follows:

"PERMIT" (Mine Permit No.) ACT/007/001 (County) Carbon

"MINE" (Name of Mine) Belina Complex

"OPERATOR" (Company or Name) Valley Camp of Utah, Inc.
(Address) Scofield Route
Helper, Utah 84526

"OPERATOR'S REGISTERED AGENT" (Name) W. L. Wright, President & Chief Operating Officer
(Address) Scofield Route
(Phone) Helper, Utah 84526
(801) 448-9456

"COMPANY OFFICERS": James L. Litman, Vice President & Chief Executive Officer

"BOND TYPE" (Form of Bond) Performance

"BOND" (Bond Amount-Dollars) 2.3 Million
(Year-Dollars) 1989

INSTITUTION (Bank or Agency) FEDERAL INSURANCE COMPANY
POLICY OR ACCOUNT NUMBER 8099-56-50

"LIABILITY INSURANCE" (Exp.)
(Insurance Company) The Home Indemnity Company

"STATE": Utah (Department of Natural Resources)

"DIVISION": Division of Oil, Gas and Mining

"DIVISION DIRECTOR" Dianne R. Nielson

EXHIBITS:

		Revision Dates		
"SURFACE DISTURBANCE"	Exhibit "A"	_____	_____	_____
"BONDING AGREEMENT"	Exhibit "B"	_____	_____	_____
"LIABILITY INSURANCE"	Exhibit "C"	_____	_____	_____
"STIPULATION TO CHANGE BOND"	Exhibit "D"	_____	_____	_____

RECLAMATION AGREEMENT

This RECLAMATION AGREEMENT (hereinafter referred to as "Agreement") is entered into by the Operator.

WHEREAS, on 8-24, 1984, the Division approved the Permit Application Package, hereinafter "PAP", submitted by Valley Camp of Utah, Inc., hereinafter "Operator"; and

WHEREAS, prior to issuance of a permit to conduct mining and reclamation operations on the property described in the PAP, hereinafter "Property", the Operator is obligated by Title 40-10-1, et seq., Utah Code Annotated (1953, as amended), hereinafter "Act", to file with the Division a bond ensuring the performance of the reclamation obligations in the manner and by the standards set forth in the PAP, the Act, and the State of Utah Division of Oil, Gas and Mining Rules pertaining to Coal Mining and Reclamation Activities, hereinafter "Rules"; and

WHEREAS, the Operator is ready and willing to file the bond in the amount and in a form acceptable to the Division and to perform all obligations imposed by the Division relating to the reclamation of the Property; and

WHEREAS, the Division is ready and willing to issue the subject a mining and reclamation permit upon acceptance and approval of the bond.

NOW, THEREFORE, the Division and the Operator agree as follows:

1. The provisions of the Act and the Rules are incorporated by reference herein and hereby made a part of this Agreement. Provisions of the Act or Rules shall supercede conflicting provisions of this Agreement.

RECLAMATION AGREEMENT

2. The Operator shall provide a legal description of the property including the number of acres approved by the Division to be disturbed by surface mining and reclamation operations during the permit period. The description is attached as Exhibit "A", and is incorporated by reference and shall be referred to as the "Surface Disturbance".
3. The Operator shall provide a bond to the Division in the form and amount acceptable to the Division ensuring the performance of the reclamation obligations in the manner and by the standards set forth in the PAP, the Act and the Rules. Said bond is attached as Exhibit "B" and is incorporated by reference.
4. The Operator shall maintain in full force and effect the public liability insurance policy submitted as part of the permit application. The Division shall be listed as an additional insured on said policy.
5. In the event that the Surface Disturbance is increased through expansion of the coal mining and reclamation operations or decreased through partial reclamation, the Division shall adjust the bond as appropriate.
6. The Operator does hereby jointly and severally agree to indemnify and hold harmless the State of Utah and the Division from any claim, demand, liability, cost, charge, or suit initiated by a third party as a result of the Operator or Operator's agent or employees failure to abide by the terms and conditions of the approved PAP and this Agreement.

RECLAMATION AGREEMENT

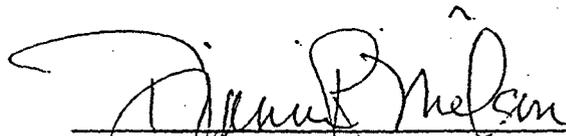
7. The terms and conditions of this Agreement are non-cancellable until such time as the Operator has satisfactorily, as determined by the Division, reclaimed the Surface Disturbance in accordance with the approved PAP, the Act, and the Rules. Notwithstanding the above, the Division may direct, or the Operator may request and the Division may approve, a modification to this Agreement.
8. The Operator may, at any time, submit a request to the Division to substitute the bonding method. The Division may approve the substitution if the bond meets the requirements of the Act and the Rules, but no bond shall be released until the Division has approved and accepted the replacement bond.
9. Any revision in the Surface Disturbance, the bond amount, the bond type, the liability insurance amount coverage, and/or the liability insurance company, or other revisions affecting the terms and conditions of this Agreement shall be submitted on the form entitled "Stipulation to Revise Reclamation Agreement" and shall be attached hereto as Exhibit "D".
10. This Agreement shall be governed and construed in accordance with the laws of the State. The Operator shall be liable for all costs required to comply with this agreement, including any attorney fees.
11. Any breach of the provisions of this Agreement, the Act, the Rules, or the PAP may, at the discretion of the Division, result in an order to cease coal mining and reclamation operations, revocation of the Operator's permit to conduct coal mining and reclamation operations and/or forfeiture of the bond.

RECLAMATION AGREEMENT

12. In the event of forfeiture, the Operator shall be liable for additional costs in excess of the bond amount which are required to comply with this Agreement. Any excess monies resulting from the forfeiture of the bond amount upon compliance with this contract shall be refunded to the appropriate party.
13. Each signatory below represents that he/she is authorized to execute this Agreement on behalf of the named party. Proof of such authorization is provided on a form acceptable to the Division and is attached hereto.

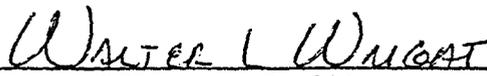
SO AGREED this 17th day of November, 19 89

STATE OF UTAH:

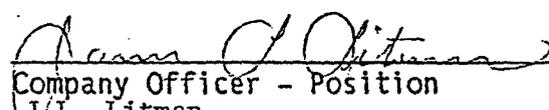


Dianne R. Nielson, Director
Division of Oil, Gas and Mining

OPERATOR:



Company Officer - Position
Walter L. Wright, President & COO



Company Officer - Position
J.L. Litman
Vice Chairman & CEO

NOTE: An Affidavit of Qualification must be completed and attached to this form for each authorized agent or officer. Where one signs by virtue of Power of Attorney for a company, such Power of Attorney must be filed with this Agreement. If the principal is a corporation, the Agreement shall be executed by its duly authorized officer.

EXHIBIT "A"
SURFACE DISTURBANCE
LEGAL DESCRIPTION

SURFACE DISTURBANCE

--oo00oo--

In accordance with the RECLAMATION AGREEMENT, the OPERATOR intends to conduct coal mining and reclamation activities on or within the surface DISTURBANCE as described hereunder:

Total acres of SURFACE DISTURBANCE 79

Legal Description of SURFACE DISTURBANCE:

T.13S., R.7E., SLB&M

Parts of Section 8, 9, 17, 16, 19 & 30

EXHIBIT "B"
BONDING AGREEMENT

Surety Bond

Last Revised, July 1989
Exhibit "B" - BONDING AGREEMENT
SURETY BOND

Permit Number ACT/007/001
Expiration Date _____

(FEDERAL COAL)
SURETY BOND
--oo00oo--

THIS SURETY BOND entered into and by and between the undersigned OPERATOR, and SURETY COMPANY, hereby jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns unto the State of Utah, Division of Oil, Gas and Mining, and, the U.S. Department of Interior, Office of Surface Mining Reclamation and Enforcement (OSMRE) in the penal sum of (\$ 2,300,000.00 *) (Surety Bond Amount) for the timely performance of reclamation responsibilities of the surface disturbance described in Exhibit "A" of this Reclamation Agreement.

This SURETY BOND shall remain in effect until all applicable rules and the OPERATOR's reclamation obligation have been met and released by the Division of Oil, Gas and Mining.

Terms for release or adjustment of this BOND are as written and agreed to by the DIVISION and the OPERATOR in the RECLAMATION AGREEMENT incorporated by reference herein, to which this SURETY AGREEMENT has been attached as Exhibit "B".

* Bond Number 8099-56-50

Last Revised, July 1989
Exhibit "B" - BONDING AGREEMENT
SURETY BOND

So agreed this 17th day of November, 19 89.

FOR THE OPERATOR:

Valley Camp of Utah, Inc.
Operator (Company)

Walter L. Wright
Company Officer - Position
Walter L. Wright, President & COO

FOR THE SURETY COMPANY:

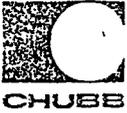
Federal Insurance Company
Surety (Company)

John M. ...
Company Officer - Position Attorney-in-Fact

ACCEPTED BY THE STATE OF UTAH:

James P. Neel
Director - Division of Oil, Gas and Mining

NOTE: An Affidavit of Qualification must be completed and attached to this form for each authorized agent or officer. Where one signs by virtue of Power of Attorney for a company, such Power of Attorney must be filed with this Agreement. If the principal is a corporation, the Agreement shall be executed by its duly authorized officer.



CHUBB GROUP of Insurance Companies

15 Mountain View Road, Warren, NJ 07060

COMPANY

RIDER to be attached to and form a part of Bond No. 8099-56-50 wherein FEDERAL INSURANCE COMPANY is named as Surety, on behalf of Valley Camp of Utah, Inc. as Principal, in favor of State of Utah, Div. of Oil, Gas and Mining, and U. S. Dept. of the Interior, Office of Surface Mining in the sum of \$1,521,000.00 dated 6/29/84 effective 6/29/84

IT IS HEREBY UNDERSTOOD AND AGREED that effective the 17th day of November, 1989 the penalty of this bond is increased from One Million, Five Hundred Twenty One Thousand and 00/100 (\$1,521,000.00) to Two Million, Three Hundred Thousand and 00/100 (\$2,300,000.00) as to losses occurring after the 17th day of November, 1989

Provided, however, that the liability of the Principal and Surety hereon shall not be cumulative or in any event exceed the larger amount referred to herein.

The attached bond shall be subject to all its agreements, limitations and conditions except as herein expressly modified.

Signed, sealed and dated this 14th day of November, 19 89

Valley Camp of Utah, Inc.

By: Walter L. WRIGHT (Principal)

Federal Insurance Company:

By: Mary Elizabeth Hammock, Attorney-in-Fact

ACCEPTED By: [Signature] (Obligee)

POWER OF ATTORNEY

Know all Men by these Presents, That the FEDERAL INSURANCE COMPANY, 15 Mountain View Road, Warren, New Jersey, a New Jersey Corporation, has constituted and appointed, and does hereby constitute and appoint John W. Hunt, Ronald W. Brown, Mary Elizabeth Hammock, Muriel L. Hoh, M. Joan Norville of Winston Salem, North Carolina and Thomas W. Burke and Teresa T. Gwyn of Charlotte, North Carolina-----

each its true and lawful Attorney-in-Fact to execute under such designation in its name and to affix its corporate seal to and deliver for and on its behalf as surety thereon or otherwise, bonds of any of the following classes, to-wit:

- 1. Bonds and Undertakings filed in any suit, matter or proceeding in any Court, or filed with any Sheriff or Magistrate, for the doing or not doing of anything specified in such Bond or Undertaking.
2. Surety bonds to the United States of America or any agency thereof, including those required or permitted under the laws or regulations relating to Customs or Internal Revenue; License and Permit Bonds or other indemnity bonds under the laws, ordinances or regulations of any State, City, Town, Village, Board or other body or organization, public or private; bonds to Transportation Companies, Lost Instrument bonds; Lease bonds, Workers' Compensation bonds, Miscellaneous Surety bonds and bonds on behalf of Notaries Public, Sheriffs, Deputy Sheriffs and similar public officials.
3. Bonds on behalf of contractors in connection with bids, proposals or contracts.

In Witness Whereof, the said FEDERAL INSURANCE COMPANY has, pursuant to its By-Laws, caused these presents to be signed by its Assistant Vice-President and Assistant Secretary and its corporate seal to be hereto affixed this 1st day of January 19 86

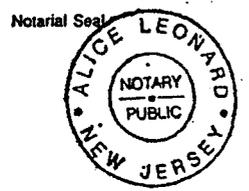


Richard D. O'Connor
Assistant Secretary

FEDERAL INSURANCE COMPANY
By George McClellan
Assistant Vice-President

STATE OF NEW JERSEY
County of Somerset } ss.

On this 1st day of January 19 86, before me personally came Richard D. O'Connor to me known and by me known to be Assistant Secretary of the FEDERAL INSURANCE COMPANY, the corporation described in and which executed the foregoing Power of Attorney, and the said Richard D. O'Connor being by me duly sworn, did depose and say that he is Assistant Secretary of the FEDERAL INSURANCE COMPANY and knows the corporate seal thereof; that the seal affixed to the foregoing Power of Attorney is such corporate seal and was thereto affixed by authority of the By-Laws of said Company, and that he signed said Power of Attorney as Assistant Secretary of said Company by like authority; and that he is acquainted with George McClellan and knows him to be the Assistant Vice-President of said Company, and that the signature of said George McClellan subscribed to said Power of Attorney is in the genuine handwriting of said George McClellan and was thereto subscribed by authority of said By-Laws and in deponent's presence.



Alice Leonard
Notary Public

STATE OF NEW JERSEY
County of Somerset } ss.

CERTIFICATION
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires June 28, 1988

I, the undersigned, Assistant Secretary of the FEDERAL INSURANCE COMPANY, do hereby certify that the following is a true excerpt from the By-Laws of the said Company as adopted by its Board of Directors on March 11, 1953 and most recently amended March 11, 1983 and that this By-Law is in full force and effect.

"ARTICLE XVIII.

Section 2. All bonds, undertakings, contracts and other instruments other than as above for and on behalf of the Company which it is authorized by law or its charter to execute, may and shall be executed in the name and on behalf of the Company either by the Chairman or the Vice-Chairman or the President or a Vice-President, jointly with the Secretary or an Assistant Secretary, under their respective designations, except that any one or more officers or attorneys-in-fact designated in any resolution of the Board of Directors or the Executive Committee, or in any power of attorney executed as provided for in Section 3 below, may execute any such bond, undertaking or other obligation as provided in such resolution or power of attorney.
Section 3. All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the Vice-Chairman or the President or a Vice-President or an Assistant Vice-President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed."

I further certify that said FEDERAL INSURANCE COMPANY is duly licensed to transact fidelity and surety business in each of the States of the United States of America, District of Columbia, Puerto Rico, and each of the Provinces of Canada with the exception of Prince Edward Island; and is also duly licensed to become sole surety on bonds, undertakings, etc., permitted or required by law.

I, the undersigned Assistant Secretary of FEDERAL INSURANCE COMPANY, do hereby certify that the foregoing Power of Attorney is in full force and effect.

Given under my hand and the seal of said Company at Warren, N.J., this 14th day of November 19 89



Assistant Secretary

EXHIBIT "C"
LIABILITY INSURANCE

Revised November, 1987.

RECEIVED
JAN 22 1988

CERTIFICATE OF LIABILITY INSURANCE

Issued to:
State of Utah
Department of Natural Resources
Division of Oil, Gas and Mining
--oo00oo--

DIVISION OF
OIL, GAS & MINING

THIS IS TO CERTIFY THAT:

The Home Indemnity Company

(Name of Insurance Company)

P.O. Box 5160
Manchester, NH 03108

(Home Office Address of Insurance Company)

HAS ISSUED TO:

Valley Camp of Utah, Inc.*

(Name of Permit Applicant)

*Please refer to Item 13 of the Named Insured Endorsement on the policy

Valley Camp of Utah, Inc.
(Mine Name)

ACT/007/001
(Permit Number)

CERTIFICATE OF INSURANCE:

CL 99 48 43

(Policy Number)

April 1, 1987

(Effective Date)

UNDER THE FOLLOWING TERMS AND CONDITIONS:

As Per UMC/SMC Part 800.60 Terms and Conditions for Liability Insurance;

- A. The Division shall require the applicant to submit as part of its permit application a certificate issued by an insurance company authorized to do business in the state of Utah certifying that the applicant has a public liability insurance policy in force for the surface coal mining and reclamation operations for which the permit is sought. Such policy shall provide for personal injury and property damage protection in an amount adequate to compensate any persons injured or property damaged as a result of the surface coal mining and reclamation operations, including the use of explosives and who are entitled to compensation under the applicable provisions of state law. Minimum insurance coverage for bodily injury and property damage shall be \$300,000 for each occurrence and \$500,000 aggregate.
- B. The policy shall be maintained in full force during the life of the permit or any renewal thereof, including the liability period necessary to complete all reclamation operations under this chapter.

EXHIBIT "D"
STIPULATION TO REVISE RECLAMATION
AGREEMENT

Permit Number ACT/007/001
Expiration Date _____

COAL
STIPULATION TO REVISE RECLAMATION AGREEMENT
--oo00oo--

This STIPULATION TO REVISE RECLAMATION AGREEMENT entered into by and between the OPERATOR and DIVISION incorporates the following revisions or changes to the RECLAMATION AGREEMENT: (Identify and Describe Revisions Below)

The attached rider increases the existing bond amount.

In accordance with this STIPULATION TO REVISE RECLAMATION AGREEMENT, the following Exhibits have been replaced by the OPERATOR and are approved by the DIVISION:

- Replace the RECLAMATION AGREEMENT in its entirety.
- Replace Exhibit "A" - SURFACE DISTURBANCE.
- Replace Exhibit "B" - BONDING AGREEMENT.
- Replace Exhibit "C" - LIABILITY INSURANCE.

The BONDING amount is revised from (\$ 1,521,000) to (\$ 2,300,000).

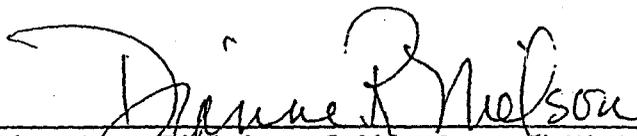
The SURFACE DISTURBANCE is revised from _____ acres to _____ acres.

The EXPIRATION DATE is revised from _____ to _____.

Last Revised, July 1989
Exhibit "D" - STIPULATION TO REVISE RECLAMATION AGREEMENT

SO AGREED THIS 17th DAY OF November, 19 89.

FOR THE STATE OF UTAH:



Director, Division of Oil, Gas and Mining

FOR THE OPERATOR:



Company Officer - Position
Walter L. Wright, President & COO



Company Officer - Position
J.L. Litman
Vice Chairman & CEO

NOTE: An Affidavit of Qualification must be completed and attached to this form for each authorized agent or officer. Where one signs by virtue of Power of Attorney for a company, such Power of Attorney must be filed with this Agreement. If the principal is a corporation, the Agreement shall be executed by its duly authorized officer.



COMPANY

RIDER to be attached to and form a part of
 Bond No. 8099-56-50 wherein
 FEDERAL INSURANCE COMPANY
 is named as Surety, on behalf of
 Valley Camp of Utah, Inc.
 as Principal, in favor of State of Utah, Div. of Oil, Gas and Mining, and
 U. S. Dept. of the Interior, Office of Surface Mining
 in the sum of \$1,521,000.00
 dated 6/29/84 effective 6/29/84

IT IS HEREBY UNDERSTOOD AND AGREED that effective the 17th day of November, 1989
 the penalty of this bond is increased
 from One Million, Five Hundred Twenty One Thousand and 00/100 (\$1,521,000.00)
 to Two Million, Three Hundred Thousand and 00/100 (\$2,300,000.00)
 as to losses occurring after the 17th day of November, 1989

Provided, however, that the liability of the Principal and Surety hereon shall not be cumulative or in any event exceed the larger amount referred to herein.

The attached bond shall be subject to all its agreements, limitations and conditions except as herein expressly modified.

Signed, sealed and dated this 14th day of November, 19 89

Valley Camp of Utah, Inc.

By: Walter L. WRIGHT
 (Principal)

Federal Insurance Company:

By: Mary Elizabeth Hammock
 Mary Elizabeth Hammock, Attorney-in-Fact

ACCEPTED
 By: Doranne P. Nelson
 (Obligee)

POWER OF ATTORNEY

Know all Men by these Presents, That the FEDERAL INSURANCE COMPANY, 15 Mountain View Road, Warren, New Jersey, a New Jersey Corporation, has constituted and appointed, and does hereby constitute and appoint John W. Hunt, Ronald W. Brown, Mary Elizabeth Hammock, Muriel L. Hoh, M. Joan Norville of Winston Salem, North Carolina and Thomas W. Burke and Teresa T. Gwyn of Charlotte, North Carolina

each its true and lawful Attorney-in-Fact to execute under such designation in its name and to affix its corporate seal to and deliver for and on its behalf as surety thereon or otherwise, bonds of any of the following classes, to-wit:

- 1. Bonds and Undertakings filed in any suit, matter or proceeding in any Court, or filed with any Sheriff or Magistrate, for the doing or not doing of anything specified in such Bond or Undertaking.
2. Surety bonds to the United States of America or any agency thereof, including those required or permitted under the laws or regulations relating to Customs or Internal Revenue; License and Permit Bonds or other indemnity bonds under the laws, ordinances or regulations of any State, City, Town, Village, Board or other body or organization, public or private; bonds to Transportation Companies, Lost Instrument bonds; Lease bonds, Workers' Compensation bonds, Miscellaneous Surety bonds and bonds on behalf of Notaries Public, Sheriffs, Deputy Sheriffs and similar public officials.
3. Bonds on behalf of contractors in connection with bids, proposals or contracts.

In Witness Whereof, the said FEDERAL INSURANCE COMPANY has, pursuant to its By-Laws, caused these presents to be signed by its Assistant Vice-President and Assistant Secretary and its corporate seal to be hereto affixed this 1st day of January 19 86

Corporate Seal
Richard D. O'Connor
Assistant Secretary

FEDERAL INSURANCE COMPANY
By
George McClellan
Assistant Vice-President

STATE OF NEW JERSEY
County of Somerset } ss.

On this 1st day of January 19 86, before me personally came Richard D. O'Connor to me known and by me known to be Assistant Secretary of the FEDERAL INSURANCE COMPANY, the corporation described in and which executed the foregoing Power of Attorney, and the said Richard D. O'Connor being by me duly sworn, did depose and say that he is Assistant Secretary of the FEDERAL INSURANCE COMPANY and knows the corporate seal thereof; that the seal affixed to the foregoing Power of Attorney is such corporate seal and was thereto affixed by authority of the By-Laws of said Company, and that he signed said Power of Attorney as Assistant Secretary of said Company by like authority; and that he is acquainted with George McClellan and knows him to be the Assistant Vice-President of said Company, and that the signature of said George McClellan subscribed to said Power of Attorney is in the genuine handwriting of said George McClellan and was thereto subscribed by authority of said By-Laws and in deponent's presence.

Notarial Seal
ALICE LEONARD
NOTARY PUBLIC
NEW JERSEY

Acknowledged and Sworn to before me
on the date above written.
Alice Leonard
Notary Public

CERTIFICATION
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires June 28, 1988

STATE OF NEW JERSEY
County of Somerset } ss.

I, the undersigned, Assistant Secretary of the FEDERAL INSURANCE COMPANY, do hereby certify that the following is a true excerpt from the By-Laws of the said Company as adopted by its Board of Directors on March 11, 1953 and most recently amended March 11, 1983 and that this By-Law is in full force and effect.

"ARTICLE XVIII.

Section 2. All bonds, undertakings, contracts and other instruments other than as above for and on behalf of the Company which it is authorized by law or its charter to execute, may and shall be executed in the name and on behalf of the Company either by the Chairman or the Vice-Chairman or the President or a Vice-President, jointly with the Secretary or an Assistant Secretary, under their respective designations, except that any one or more officers or attorneys-in-fact designated in any resolution of the Board of Directors or the Executive Committee, or in any power of attorney executed as provided for in Section 3 below, may execute any such bond, undertaking or other obligation as provided in such resolution or power of attorney.

Section 3. All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the Vice-Chairman or the President or a Vice-President or an Assistant Vice-President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed."

I further certify that said FEDERAL INSURANCE COMPANY is duly licensed to transact fidelity and surety business in each of the States of the United States of America, District of Columbia, Puerto Rico, and each of the Provinces of Canada with the exception of Prince Edward Island; and is also duly licensed to become sole surety on bonds, undertakings, etc., permitted or required by law.

I, the undersigned Assistant Secretary of FEDERAL INSURANCE COMPANY, do hereby certify that the foregoing Power of Attorney is in full force and effect.

Given under my hand and the seal of said Company at Warren, N.J., this 14th day of November 19 89

Corporate Seal
FEDERAL INSURANCE COMPANY
NEW JERSEY

J. Mopley
Assistant Secretary



State of Utah

Division of State History
(Utah State Historical Society)
Department of Community and Economic Development

Norman H. Bangertter
Governor
Max J. Evans
Director

300 Rio Grande
Salt Lake City, Utah 84101-1182
801-533-5755

March 15, 1990

mine file
Daren Haddock
RECEIVED
MAR 20 1990
DIVISION OF
OIL, GAS & MINING

Dr. Dianne R. Nielson, Director
Division of Oil, Gas and Mining
3 Triad Center, Suite 350
Salt Lake City, UT 84180-1203

Attn: Mr. Lowell P. Braxton

RE: Determination of Completeness, Valley Camp of Utah, Inc. Belinda Complex,
Permit Renewal, ACT/007/001, Folder #2, Carbon County, Utah

In Reply Please Refer to Case No. 90-0281

Dear Ms. Nielson:

The Utah State Historic Preservation Office received information on the project referenced above on March 12, 1990. We have previously concurred with your recommendations for the project and have no additional comment at this time. We appreciate being informed as to the progress of the project and will be adding this information to the case file.

This information is provided on request to assist the Division of Oil, Gas and Mining in identifying historic properties as specified in 36 CFR 800 for Section 106 consultation procedures. If you have questions or need additional assistance, please contact me at (801) 533-7039.

Sincerely,

James L. Dykman
Regulation Assistance Coordinator

JLD:90-0281/8533V OR/NE

Mine file
C. Haddock let's
discuss LMG

United States
Department of
Agriculture

Forest
Service

Manti-LaSal
National Forest

599 West Price River Dr.
Price, Utah 84501

Reply to: 2820

RECEIVED
JUN 11 1990

Date: June 8, 1990

Lowell Braxton
State of Utah Natural Resources
Division of Oil, Gas and Mining
355 West North Temple
3 Triad Center, Suite 350
Salt Lake City, Utah 84180-1203

DIVISION OF
OIL, GAS & MINING

RE: Five-Year Permit Renewal, Belina Mine, Valley Camp of Utah, ACT/007/001,
Carbon County, Utah

Dear Lowell:

We have reviewed the permit renewal and the Division's May 7, 1990, Technical Deficiency Review and have the following comments:

1. Subsidence Base Map R614-301-728.100a shows numerous ground cracks and sink holes, especially in areas of less than 400 feet of overburden. We are concerned that subsidence impacts have exceeded the level originally predicted in permitting actions.

A joint UDOGM/BLM/Forest Service and mining company review of the impacts of subsidence seems to be in order to determine the course of action needed for the next 5-year term to mitigate the impacts. We need to analyze the impacts of continued mining and pillar recovery in the areas of shallow overburden. The existing sink holes will need to be backfilled and reclaimed since they pose a potential safety hazard and conduit for routing surface waters underground to the mine workings.

2. Surface Ownership Map R614-301-112.500 shows the Manti-La Sal National Forest boundary incorrectly and does not label National Forest System lands. The private lands shown in section 6, T14S, R7E, lie within the boundary of the Manti-La Sal National Forest. Section 26, T13S, R6E is shown as State land. This is not correct. The lands in this section are National Forest System lands.
3. R614-301-333.0 Thru 301-333.30, Page 69

In the first paragraph on this page it is stated that presubsidence surveys demonstrated that areas for agricultural or silvicultural production of food and fiber, and grazing lands are of such low

production that they can be classified as non-renewable resource lands. This is not correct. National Forest System lands are classified as renewable resource lands and must be protected as such under the mining regulations. Later, in paragraph 6, it is stated that Forest land is classed as a renewable resource and as such, will be afforded maximum protection in order to ensure future productivity. The first paragraph must be revised for consistency.

In paragraph 7 it is stated that the Mountain States Resources natural gas pipelines will be protected or repaired. The pipelines are owned and operated by Questar Pipeline Co. and Mountain Fuel Supply Co. The natural gas pipelines must be identified by the appropriate company name and pipeline designation.

4. R614-301-341. Reclamation Plan

The operator must provide provisions for monitoring subsidence cracks and sink holes, and reclamation, in the event that they are determined to be unsafe and cause unacceptable resource damage. Under the mining regulations, such disruption of the ground surface can be considered disturbed areas incident to underground mining.

5. Premining Land Use Map R614-301-411.100

This map is not complete. It only shows the permit area boundary with no information on land use. This map must be completed to show the premining land uses. It should show the Forest Service livestock grazing allotments and other land use information such as the pipelines, other structures, etc. This map, or another map, should show the current Forest Service management of the mine permit area as designated in the Manti-La Sal National Forest Land and Resource Management Plan (1986). Forest Service management is addressed specific to management units. The permit area contains RNG (emphasis on production of range forage), TBR (emphasis on wood-fiber production and harvest), and UC (utility corridor) management units.

6. R614-301-521.130. Landowners and Right of Entry and Public Interest Maps

See item 2 above.

7. R614-301-521.140. Mine Maps and Permit Area Maps

As stated in the Division's comments (page 10, paragraph 4) in the Technical Deficiency Review, the operator must provide maps of the underground workings and the extent of areas in which planned

subsidence mining methods will be used and which includes all areas where measures will be taken to prevent, control, or minimize subsidence and subsidence-related damage. Please see the comments in item 1 above.

Protection of perennial streams from the effects of subsidence must be addressed.

8. R614-301-525. Subsidence Control Plan

Subsidence Base Map R614-301-728.100a is improperly referenced in the text (page 21) as Map R614-301-525. This needs to be corrected.

Forest Service spring developments, stockponds, roads and trails which lie within the permit area must be identified. The operator must make a commitment to repair any subsidence damage to other facilities in the same manner as has been done on page 22, paragraph 5, for roads.

See items 1 and 3 above.

Protection of perennial streams is addressed under section R614-301-728.100 on page 24 but is not addressed in this section. The subsidence control plan must demonstrate that the perennial drainages will be protected. Section 728.100 calls for first mining only under the perennial drainages. The Forest Service will not consent to any mining beneath perennial drainages, such as the South Fork of Eccles Creek, on National Forest System lands unless it can be demonstrated that mining will not induce subsidence during the life of the mine and after the mine is abandoned.

As required by lease stipulations, the operator must implement a vegetation community monitoring program over the permit area in conjunction with the subsidence monitoring plan to identify impacts to vegetation. Color infrared photographs were taken for this purpose every other year since 1980. Valley Camp needs to provide information on the alteration of vegetative communities from subsidence at time intervals not to exceed five years, corresponding with the five-year permit renewals. A monitoring plan must be completed and discussed in the plan. Even though color infrared (CIR) photography is not required, we believe that CIR photo monitoring at five-year intervals, using an adequate scale, is the most efficient and economical method.

The photogrammetric subsidence monitoring program is discussed but more detail is needed. The scale of photography to be taken must be discussed to demonstrate that the indicated accuracy can be obtained. In addition, it is important to make sure that an adequate number of subsidence monuments are placed outside of the potential subsidence areas to serve as reference for the program. In addition, monuments which will be subjected to subsidence must be surveyed each year prior to the photography to provide adequate photogrammetric control.

The subsidence monitoring program must continue until such time as subsidence has been determined to be substantially complete in any given mined area or until the end of the reclamation liability period.

The operator must provide information on where subsidence cracking and sink holes are expected to develop over the mine workings, based on the characteristics of the overburden, mine method, and thickness of overburden. This information is necessary to determine what impacts are likely to occur to resources.

9. R614-301-623.200. Detailed Geologic Information

As stated on page 39, paragraph 2, of the Technical Deficiency Review, the maps do not give sufficient detail to assess the impacts to hydrology from mining and subsidence.

10. R614-301-632. Subsidence Control

See item 8 above.

11. R614-301-700. Hydrology

We agree with the Division's determination that the hydrology section and PHC are not adequate. The impacts which have already occurred are not adequately addressed. The Forest Service has not received any of the water monitoring reports submitted by Valley Camp to the Division. We will need a copy of the last annual report to adequately evaluate the 5-year renewal.

12. R614-301-722.100b.

The 1978 and 1979 spring and seep inventory conducted by Vaughn Hansen is discussed. The locations of all of the springs must be shown on a geologic map to display the ground water situation and the Vaughn Hansen report must be included in the appendix. At the present time, only the springs being monitored are shown on the maps. As discussed by the Division in the Technical Deficiency Review, a new spring and seep inventory is required prior to the 5-year renewal.

Developed springs and the uses of the inventoried springs must be addressed. The spring monitoring program must be expanded to include developed springs and springs which involve pending or existing water rights. If the flow in these springs is diminished by mining, the operator must commit to replacing this water by developing adjacent springs or replacing the water by some other acceptable means. The water rights inventory needs to be updated.

Spring monitoring station S-1 was dropped from the monitoring program without any indication of the reason. This spring must be monitored until such time as it is determined that monitoring is no longer necessary based on information provided by the operator.

The water data tables need to be revised to show the units of measure.

13. R614-301-724.411.

There is no reference to the precipitation gage which the Forest Service requested be installed at the mine site in 1981 (Section 784.14, page 46, of the existing plan).

14. R614-301-728.100

The operator has identified that there is potential for a transbasin diversion of water between the Huntington Creek and Mud Creek basins. The operator states that it has not been determined which basin will receive water at the expense of the other. A study must be completed so that this impact can be predicted, with estimates of the impact to flow for each of the basins. Based on the results of the study, measures need to be investigated for implementation to mitigate this impact.

If you have any questions, please contact the Forest Supervisor's Office in Price, Utah.

Sincerely,



for
GEORGE A. MORRIS
Forest Supervisor



State of Utah

DEPARTMENT OF NATURAL RESOURCES
DIVISION OF OIL, GAS AND MINING

Norman H. Bangarter
Governor

Dee C. Hansen
Executive Director

Dianne R. Nielson, Ph.D.
Division Director

355 West North Temple
3 Triad Center, Suite 350
Salt Lake City, Utah 84180-1203
801-538-5340

July 11, 1990

TO: Daron R. Haddock, Permit Supervisor

FROM:  Joseph C. Helfrich, Regulatory Program Coordinator

RE: Five Year Permit Renewal, Valley Camp of Utah, Incorporated, Belina Complex Mine, ACT/007/001, Folder #3, Carbon County, Utah

As of the writing of this letter, there are no NOV's or CO's which are not corrected or in the process of being corrected. Any NOV's or CO's that are outstanding are in the process of administrative or judicial review. Valley Camp Coal Company, an affiliate by ownership of Valley Camp of Utah, Incorporated, has appealed finalized penalties for the federal cessation order #C80-1-38-10 in the U. S. District Court at Wheeling, West Virginia. This appeal revealed a conditional issue recommendation from the A.V.S. system.

Finally, they do not have a demonstrated pattern of willful violations, nor has either been subject to any bond forfeitures for any operation in the state of Utah.

jb
WMNVCU/1

TO: Joe Helfrich, AVS Representative, UT

FROM: AVS Office

SUBJECT: DSM Recommendation

DATE: July 10, 1990

Pending Application Number ACT007001, VALLEY CAMP OF UTAH INC.,
has been researched, and the DSM recommendation is ISSUE -
CONDITIONED upon the outcome of pending hearing in District Court
for the Northern District of West Virginia.

CC: Gary Fritz, Albuquerque Field Office.

PC ID 20:DOI370025:50692]

52E for 152G22 14:56 MDT 10-Jul-90 Message 730-995 [24] * Read *

Action?:

[Done]

End for Attention, Home to Switch : Capture Off : Numeric

FEDERAL
(April 1987)

Permit Number ACT/007/001, July 5, 1990

STATE OF UTAH
DEPARTMENT OF NATURAL RESOURCES
DIVISION OF OIL, GAS AND MINING
355 West North Temple
3 Triad Center, Suite 350
Salt Lake City, Utah 84180-1203
(801) 538-5340

This permit, ACT/007/001, is issued for the state of Utah by the Utah Division of Oil, Gas and Mining (DOGM) to:

Valley Camp of Utah, Inc.
Scofield Route
Helper, Utah 84526
(801) 448-9420

for the Belina Complex. Valley Camp of Utah, Inc. is the lessee of federal coal leases U-020305, U-017354, U-044076, and U-067498, a Carbon County coal lease and of fee-owned parcels. A performance bond is filed with the DOGM in the amount of \$2,300,000.00, payable to the state of Utah, Division of Oil, Gas and Mining and the Office of Surface Mining Reclamation and Enforcement (OSMRE). DOGM must receive a copy of this permit signed and dated by the permittee.

- Sec. 1 STATUTES AND REGULATIONS - This permit is issued pursuant to the Utah Coal Mining and Reclamation Act of 1979, Utah Code Annotated (UCA) 40-10-1 et seq, hereafter referred to as the Act.
- Sec. 2 PERMIT AREA - The permittee is authorized to conduct underground coal mining activities on the following described lands (as shown on the map appended as Attachment B) within the permit area at the Belina Complex situated in the state of Utah, Carbon County, and located:

Township 13 South, Range 6 East, SLBM

- Section 24: SE 1/4, and portions of S 1/2 NE 1/4, NW 1/4
NE 1/4, and E 1/2 SW 1/4
Section 25: E 1/2, portion of W 1/2
Section 35: Portions of E 1/2 E 1/2, and SW 1/4 SE 1/4
Section 36: All but a portion of SE 1/4

Township 13 South, Range 7 East, SLBM

- Section 8: E 1/2 SE 1/4, portion of SW 1/4 SE 1/4
Section 9: W 1/2 SW 1/4

Township 13 South, Range 7 East, SLBM (cont'd)

Section 16: W 1/2 W 1/2, NE 1/4 NW 1/4, NW 1/4 NE 1/4
Section 17: E 1/2, S 1/2 SW 1/4
Section 18: S 1/2 SE 1/4, SE 1/4 SW 1/4
Section 19: S 1/2 SW 1/4, NE 1/4 SW 1/4, and portions of
W 1/2 E 1/2, E 1/2 NW 1/4, and NE 1/4 NE 1/4
Section 20: Portions of NE 1/4 NE 1/4
Section 21: Portions of NW 1/4 NW 1/4
Section 30: W 1/2 W 1/2, SE 1/4 SW 1/4, NE 1/4 NW 1/4
Section 31: Portions of W 1/2 NW 1/4

Township 14 South, Range 6 East, SLBM

Section 1: E 1/2 NE 1/4, NE 1/4 SE 1/4

Township 14 South, Range 7 East, SLBM

Section 6: W 1/2, W 1/2 E 1/2
Section 7: NW 1/4, NW 1/4 NE 1/4

This legal description is for the permit area (as shown on Attachment B) of the Belina Complex. The permittee is authorized to conduct underground coal mining activities connected with mining on the foregoing described property subject to the conditions of the leases, the approved mining plan, including all conditions and all other applicable conditions, laws and regulations.

- Sec. 3 PERMIT TERM - This permit expires on August 24, 1994.
- Sec. 4 ASSIGNMENT OF PERMIT RIGHTS - The permit rights may not be transferred, assigned or sold without the approval of the Director, DOGM. Transfer, assignment or sale of permit rights must be done in accordance with applicable regulations, including but not limited to 30 CFR 740.13(e) and R614-303.
- Sec. 5 RIGHT OF ENTRY - The permittee shall allow the authorized representative of the DOGM, including but not limited to inspectors, and representatives of OSMRE, without advance notice or a search warrant, upon presentation of appropriate credentials, and without delay to:
- A. have the rights of entry provided for in 30 CFR 840.12, R614-400-110, 30 CFR 842.13 and R614-400-220; and,

- B. be accompanied by private persons for the purpose of conducting an inspection in accordance with R614-400-210 and 30 CFR 842, when the inspection is in response to an alleged violation reported by the private person.

Sec. 6 SCOPE OF OPERATIONS - The permittee shall conduct underground coal mining activities only on those lands specifically designated as within the permit area on the maps submitted in the mining and reclamation plan and permit application and approved for the term of the permit and which are subject to the performance bond.

Sec. 7 ENVIRONMENTAL IMPACTS - The permittee shall minimize any adverse impact to the environment or public health and safety through but not limited to:

- A. accelerated monitoring to determine the nature and extent of noncompliance and the results of the noncompliance;
- B. immediate implementation of measures necessary to comply; and
- C. warning, as soon as possible after learning of such noncompliance, any person whose health and safety is in imminent danger due to the noncompliance.

Sec. 8 DISPOSAL OF POLLUTANTS - The permittee shall dispose of solids, sludge, filter backwash or pollutants in the course of treatment or control of waters or emissions to the air in the manner required by the approved Utah State Program and the Federal Lands Program which prevents violation of any applicable state or federal law.

Sec. 9 CONDUCT OF OPERATIONS - The permittee shall conduct its operations:

- A. in accordance with the terms of the permit to prevent significant, imminent environmental harm to the health and safety of the public; and
- B. utilizing methods specified as conditions of the permit by DOGM in approving alternative methods of compliance with the performance standards of the Act, the approved Utah State Program and the Federal Lands Program.

- Sec. 10 AUTHORIZED AGENT - The permittee shall provide the names, addresses and telephone numbers of persons responsible for operations under the permit to whom notices and orders are to be delivered.
- Sec. 11 COMPLIANCE WITH OTHER LAWS - The permittee shall comply with the provisions of the Water Pollution Control Act (33 USC 1151 et seq,) and the Clean Air Act (42 USC 7401 et seq), UCA 26-11-1 et seq, and UCA 26-13-1 et seq.
- Sec. 12 PERMIT RENEWAL - Upon expiration, this permit may be renewed for areas within the boundaries of the existing permit in accordance with the Act, the approved Utah State Program and the Federal Lands Program.
- Sec. 13 CULTURAL RESOURCES - If during the course of mining operations, previously unidentified cultural resources are discovered, the permittee shall ensure that the site(s) is not disturbed and shall notify DOGM. DOGM, after coordination with OSMRE, shall inform the permittee of necessary actions required. The permittee shall implement the mitigation measures required by DOGM within the time frame specified by DOGM.
- Sec. 14 APPEALS - The permittee shall have the right to appeal as provided for under R614-300.
- Sec. 15 SPECIAL CONDITIONS - In addition to the general obligations and/or requirements set out in the leases, the federal mining plan approval, and this permit, the permittee shall comply with the conditions appended hereto as Attachment A.

The above conditions (Secs. 1-15) are also imposed upon the permittee's agents and employees. The failure or refusal of any of these persons to comply with these conditions shall be deemed a failure of the permittee to comply with the terms of this permit and the lease. The permittee shall require his agents, contractors and subcontractors involved in activities concerning this permit to comply with these conditions. These conditions may be revised or amended, in writing, by the mutual consent of DOGM and the permittee at any time to adjust to changed conditions or to correct an oversight. DOGM may amend these conditions at any time without the consent of the permittee in order to make them consistent with any new federal or state statutes and any new regulations.

THE STATE OF UTAH

By: Dianne R. Nielson
Date: 7-11-90

I certify that I have read, understand and accept the requirements of this permit and any special conditions attached.

Authorized Representative of
the Permittee
Date: _____

APPROVED AS TO FORM:

By: Alan S. Bachman
Assistant Attorney General

Date: July 12, 1990

ATTACHMENT A

PERMIT STIPULATIONS
Valley Camp of Utah, Inc.
Belina Complex
ACT/007/001
Carbon County, Utah

STIPULATION #1-(DRH)

Within 90 days of permit issuance, the permittee must adequately respond to all deficiencies as outlined in the May 11, 1990 letter from the Division to Mr. Walter Wright, Valley Camp of Utah, Inc.

STIPULATION #2-(USFS)

Within 90 days of permit issuance, the permittee must adequately address all concerns as outlined in the June 8, 1990 letter to The Division of Oil Gas and Mining from the U.S. Forest Service, Manti-Lasal National Forest.

STIPULATION #3-(OSM)

With respect to final judgement in Valley Camp Coal Co. vs OSM, #90-00GW, Valley Camp of Utah Inc. will provide the Division, (DOGM) written verification of payment of any amounts incurred by Valley Camp Coal Co. within 30 days of said judgement. Failure to do so will result in permit disapproval.