

Document Information Form

Mine Number: C/007/004

File Name: Incoming

To: DOGM

From:

Person N/A

Company N/A

Date Sent: OCTOBER 12, 1993

Explanation:

Agreement

cc:

File in: C/007, 004, Incoming

Refer to:

- Confidential
- Shelf
- Expandable

Date _____ For additional information

Act 007/004 PAUL B.
#2

AGREEMENT

BY AND BETWEEN

AMAX COAL COMPANY

AND

UTAH DIVISION OF OIL, GAS & MINING

OCT 12 1993
DIVISION OF
OIL, GAS & MINING

This Agreement is made and entered into by and between the Utah Division of Oil Gas and Mining (the "Division") and Amax Coal Company ("Amax") and is to become effective as of October 1, 1993. The intent of this Agreement is to facilitate right of access by the Division's Abandoned Mine Reclamation Program ("AMRP") across lands leased by Amax for the purpose of reclamation of abandoned mine hazards in the Sed Ponds Project ("Project").

Recitals

- A. Amax leases land from the surface owners, Blackhawk Coal Company, a portion of which is a road through Amax's Castlegate Mine site ("Access/Haul Road").
- B. The AMRP requires access over the Access/Haul Road (See Exhibit C) to perform reclamation activities on the Project. These activities involve reclaiming approximately five acres of coal refuse along the Price River that are a result of abandoned pre-SMCRA mining activities.
- C. The Division requires access across those portions of the Castlegate Mine site shown in Exhibit C to haul riprap and clean soil/rock fill from two areas; the Royal Riprap Stockpile and the UDOT Riprap Stockpile depicted in Exhibit B. Use of this route will facilitate smooth traffic flow and reduce traffic hazards.
- D. The Division requires consent to construct a new segment of road ("Constructed Road") within the permit area in order to access the Project worksite (See Exhibit C).
- E. Most of the Access/Haul Road, is permitted under the Division's Coal Regulatory Program ("CRP"). Part of the Constructed Road is within the boundaries of said permit area. The Division has responsibilities regarding the road within the permit boundary. (See

File in:

Confidential

Shelf

Expandable

Refer to Record No. 0016 Date _____

In C/ 007, 004, Incoming

For additional information _____

Ac-1007/004 PAUL B.
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RECEIVED
OCT 12 1993
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OIL GAS & MINING

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- D. The Division requires consent to construct a new segment of road ("Constructed Road") within the permit area in order to access the Project worksite (See Exhibit C).
- E. Most of the Access/Haul Road, is permitted under the Division's Coal Regulatory Program ("CRP"). Part of the Constructed Road is within the boundaries of said permit. Under said permit, Amax has responsibilities regarding the Access/Haul Road and the area within the permit boundary. (See Exhibit C for permit boundary).

- F. The reclamation activities as well as soil and riprap removal, will take place outside of Amax's permitted area. Only access and haulage will utilize the permit area.

Agreement

NOW THEREFORE, in consideration of the mutual obligations and undertakings contained in this Agreement, Amax and the Division agree to the following:

1. Amax agrees to execute a Right of Ingress/Egress, Exhibit A, giving the Division's AMRP permission to use a portion of the permitted area for an Access/Haul Road located in Carbon County, Utah, as outlined on the attached map, Exhibit C.
2. The Division and Amax will jointly inspect and acknowledge the pre-construction condition of the existing portion of the Access/Haul Road.
3. The Division's AMRP agrees to maintain the Access/Haul Road in accordance with the performance standards in Amax's Mining and Reclamation Plan ("MRP") during reclamation activities, and upon completion of these activities, return it to the same condition prior to use by the AMRP. With respect to the Access/Haul Road, during the AMRP's use of the Access/Haul Road, the AMRP will comply with all applicable state, federal and local laws and Amax's permit requirements. During any period of Project suspension, the Division will implement drainage controls as necessary to meet permit requirements.
4. The Division's AMRP agrees to notify Amax in writing of the date of onset, suspension, resumption or completion of reclamation activities. At the completion or suspension of reclamation activities, Amax agrees to accept responsibility for maintenance and disposition of the Access/Haul Road and that portion of the Constructed Road within the permit area.

5. The Division's AMRP will make a good faith effort to complete the reclamation activities by May 1, 1994.
6. Except as set forth in this Agreement, neither party shall undertake any activity, expressed or implied, nor make any representation which purports to bind the other.
7. Modification of this Agreement shall be in writing and approved by all parties hereto.
8. The Division agrees to assume liability for any and all injuries sustained by or caused to third parties by its employees, agents, and contractors as a result of reclamation activities on the Project.
9. The Division's CRP agrees that execution of this Agreement by each party will constitute an amendment to the present permit to allow for the construction of the Constructed Road. Upon completion of the Project, the Division's AMRP agrees to reclaim the Constructed Road to conform with Amax's MRP.
10. This Agreement shall remain in effect for the term of the reclamation activities, but no longer than December 31, 1994.
11. During the term of this Agreement, Amax's Mining and Reclamation Plan is amended to incorporate this Agreement.

AMAX COAL COMPANY

UTAH DIVISION OF OIL GAS & MINING

By: Wayne E. Gresham
Wayne E. Gresham
Vice President

James W. Carter
James W. Carter
Director

Date: 10-5-93

Date: September 23, 1993

CONSENT FOR RIGHT OF ENTRY - INGRESS AND EGRESS

PROJECT: AMR/007/921/R
SITE: Sed Ponds

Amax Coal Company, the lessee/permittee of record of the following described property:

Castlegate Mine Road, located within NE4 NW4, NW4 NW4 of Section 1, Township 13 South, Range 9 East, SLBM; SW4 SW4, NW4 SW4 of Section 36, SE4 NE4 of Section 35, Township 12 South, Range 9 East, SLBM. More particularly shown in Exhibit C.

HEREBY Grants to the Utah Division of Oil, Gas & Mining, it's agents, employees and contractors, the right to ingress and egress along a designated route on the above described lands to gain access to the Sed Ponds Project Site, the Royal Riprap Stockpile and the UDOT Riprap Stockpile as depicted in Exhibit B.

1. The Division expressly assumes liability for any and all injuries sustained by or caused to third parties by its employees, agents, and contractors.

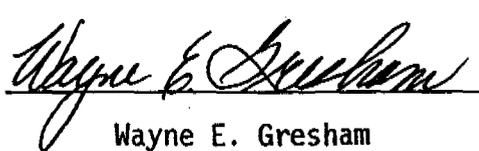
2. The Division agrees to use the existing ("Access/Haul Road") and newly constructed ("Constructed Road") segments of roads shown in Exhibit C to enter and exit the Sed Ponds Project area, the Royal Riprap Stockpile and the UDOT Riprap Stockpile and assumes liability for repair beyond ordinary wear of normal use caused by its agents, employees or contractors to the roadway.

Dated this 12th day of October, 1993.

DIVISION OF OIL, GAS & MINING

AMAX COAL COMPANY

By: 

By: 

Name: James W. Carter

Name: Wayne E. Gresham

Title: Director

Title: Vice President


Mary Ann Wright, Administrator
Abandoned Mine Reclamation Program

EXHIBIT A

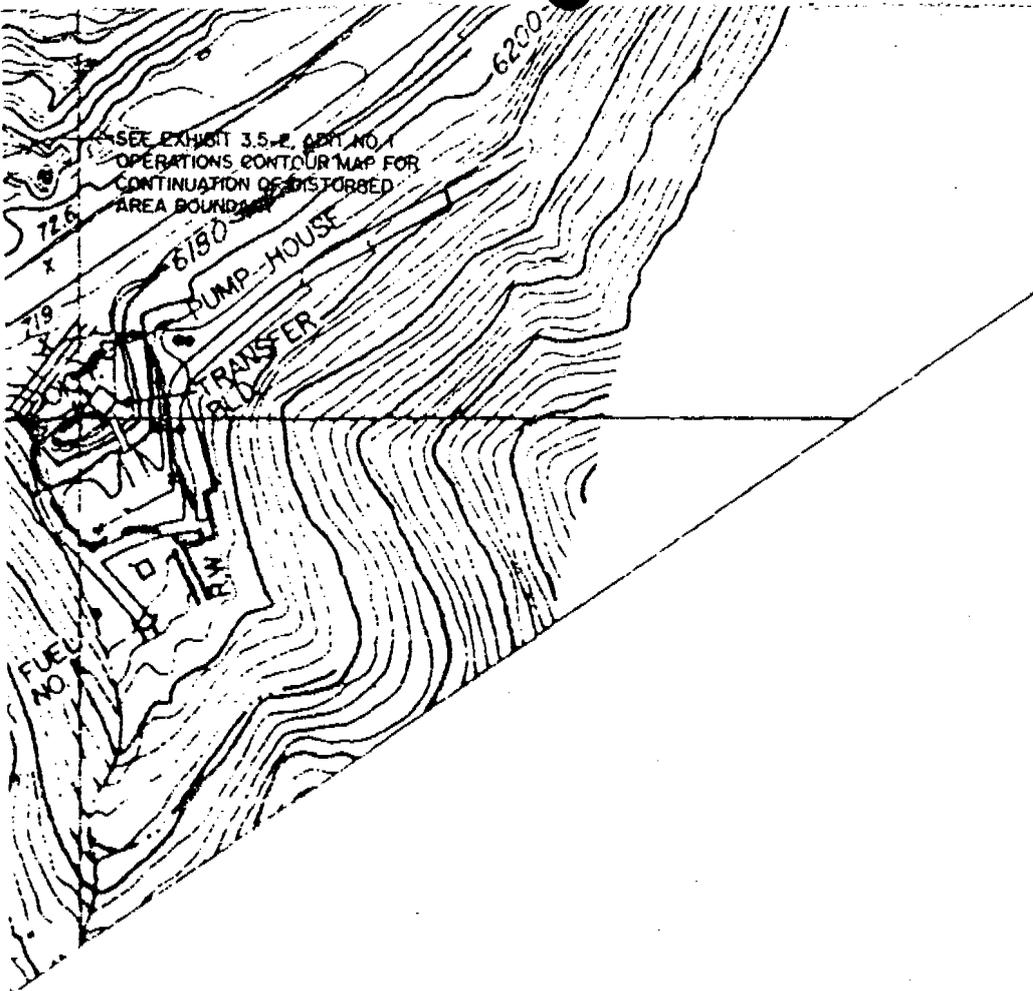


EXHIBIT C

SED PONDS PROJECT

AMAX/DIVISION AGREEMENT

LEGEND

- PHOTOGRAPH IDENTIFICATION NUMBER AND DIRECTION. SEE APPENDIX 3.4 F
- CROSS SECTION
- PRIMARY ROAD
- ANCLLARY ROAD
- DISTURBED AREA BOUNDARY
- UNDERGROUND PERMIT BOUNDARY
- PREVIOUS DISTURBED AREA BOUNDARY

NOTES

1. REFERENCE EXHIBIT 3.10-1 FOR THE LOCATION OF SLURRY INJECTION WELLS
2. REFERENCE EXHIBIT 7.3 FOR WATER TREATMENT AND NPDES STATIONS.

RECORDED
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 DIVISION
 OF GAS
 STATE OF

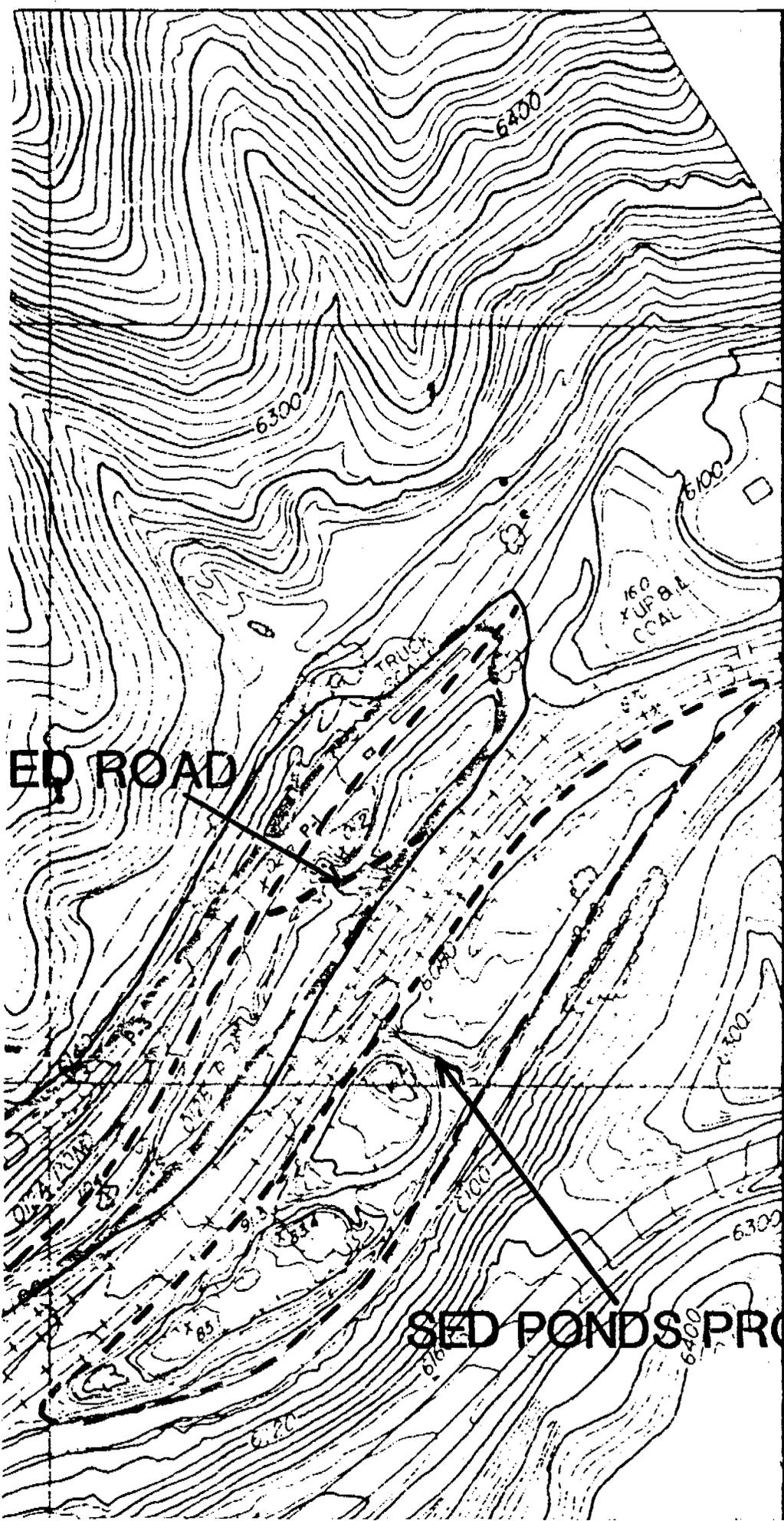
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DATE	BY
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REVISED	
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APPROVED	
REVISED	
9/92	
4/93	

CASTLE GATE COAL CO.

AMAX COAL COMPANY
 CASTLE GATE PREP PLANT

OPERATIONS CONTOUR MAP

CONTOUR INTERVAL	GRID INT	COMPUTER SCALE INC	MAP FILE NAME
DRAWING NO. 3.4-2A	SCALE C	INC	
POST OFFICE BOX 449, HELPER, UTAH 84526			



ED ROAD

SED PONDS PROJECT SITE

