

Incoming 0070005



Skyline Mine #4651
Paul Jensen
Geologist
HC35, Box 380
Helper, Utah 84526
(435) 448-2693

August 7, 2014

Daron Haddock
Permit Supervisor
Utah Coal Regulatory Program
Division of Oil, Gas & Mining
1594 West North Temple, Suite 1210
PO Box 145801
Salt Lake City, Utah 84114-5801

Re: Intent to Conduct Minor Coal Exploration, Canyon Fuel Fee Coal Upper Huntington Canyon, 2014

Dear Daron:

Attached are five copies of an Intent to Conduct Minor Coal Exploration for one exploration borehole (designated A-14s) in Upper Huntington Canyon, just north of Electric Lake. Also included are the DOGM application forms C-1 and C-2. The type of exploration proposed is heli-portable wireline core drilling which results in very minor surface disturbance with no need for drill site or access road construction.

If possible we would like to initiate drilling as early as September 8, 2014. Sections of the application dealing with wildlife, raptors and cultural history sites are enclosed in separate folders for inclusion in Skyline's confidential files as needed. Also included in the document is the Temporary Water Change approval for use of Skyline Mine water for drilling, the surface landowner agreement, and the fee coal lease documents. I appreciate your consideration of this application.

If you have any questions, please contact me at (435-448-2693).

Sincerely,

A handwritten signature in black ink that reads 'Paul Jensen'. The signature is fluid and cursive, with the first name 'Paul' being more prominent.

Paul Jensen
Geologist
Canyon Fuel Company, Skyline Mine

Encl.
PHJ:phj

RECEIVED

AUG 15 2014

DIV. OF OIL, GAS & MINING

APPLICATION FOR COAL PERMIT PROCESSING

Permit Change New Permit Renewal Exploration Bond Release Transfer

Permittee: Canyon Fuel Company, LLC

Mine: SKYLINE

Permit Number: C/007/005

Title: NOTICE OF INTENT TO CONDUCT MINOR COAL EXPLORATION -- CHRISTENSEN FAMILY TRUST FEE COAL, UPPER HUNTINGTON CANYON, 2014

Description, Include reason for application and timing required to implement:

ONE HELICOPTER-SUPPORTED COAL EXPLORATION BOREHOLE TO BE DRILLED LATE SUMMER/FALL, 2014

Instructions: If you answer yes to any of the first eight (gray) questions, this application may require Public Notice publication.

- Yes No 1. Change in the size of the Permit Area? Acres: _____ Disturbed Area: _____ increase decrease.
- Yes No 2. Is the application submitted as a result of a Division Order? DO# _____
- Yes No 3. Does the application include operations outside a previously identified Cumulative Hydrologic Impact Area?
- Yes No 4. Does the application include operations in hydrologic basins other than as currently approved?
- Yes No 5. Does the application result from cancellation, reduction or increase of insurance or reclamation bond?
- Yes No 6. Does the application require or include public notice publication?
- Yes No 7. Does the application require or include ownership, control, right-of-entry, or compliance information?
- Yes No 8. Is proposed activity within 100 feet of a public road or cemetery or 300 feet of an occupied dwelling?
- Yes No 9. Is the application submitted as a result of a Violation? NOV # _____
- Yes No 10. Is the application submitted as a result of other laws or regulations or policies?

Explain: _____

- Yes No 11. Does the application affect the surface landowner or change the post mining land use?
- Yes No 12. Does the application require or include underground design or mine sequence and timing? (Modification of R2P2)
- Yes No 13. Does the application require or include collection and reporting of any baseline information?
- Yes No 14. Could the application have any effect on wildlife or vegetation outside the current disturbed area?
- Yes No 15. Does the application require or include soil removal, storage or placement?
- Yes No 16. Does the application require or include vegetation monitoring, removal or revegetation activities?
- Yes No 17. Does the application require or include construction, modification, or removal of surface facilities?
- Yes No 18. Does the application require or include water monitoring, sediment or drainage control measures?
- Yes No 19. Does the application require or include certified designs, maps or calculation?
- Yes No 20. Does the application require or include subsidence control or monitoring?
- Yes No 21. Have reclamation costs for bonding been provided?
- Yes No 22. Does the application involve a perennial stream, a stream buffer zone or discharges to a stream?
- Yes No 23. Does the application affect permits issued by other agencies or permits issued to other entities?

Please attach four (4) review copies of the application. If the mine is on or adjacent to Forest Service land please submit five (5) copies, thank you. (These numbers include a copy for the Price Field Office)

I hereby certify that I am a responsible official of the applicant and that the information contained in this application is true and correct to the best of my information and belief in all respects with the laws of Utah in reference to commitments, undertakings, and obligations, herein.

Carl W. Winters
Print Name

Carl W. Winters 8/14/14
Sign Name, Position, Date
Acting Gen. Mgr.

Subscribed and sworn to before me this 14th day of August, 20 14

Kathleen Atwood
Notary Public

My commission Expires: 12-02-2015

Attest: State of Utah } } ss:
County of Carbon



For Office Use Only:	Assigned Tracking Number:	Received by Oil, Gas & Mining
-----------------------------	--------------------------------------	--

Form DOGM- C1 (Revised March 12, 2002)

**NOTICE OF INTENT TO CONDUCT
MINOR COAL EXPLORATION**

**CANYON FUEL FEE COAL LEASE
UPPER HUNTINGTON CANYON
2014**

Canyon Fuel Company
A Subsidiary of Bowie Resource Partners, LLC.

AUGUST 2014



**Canyon Fuel Company LLC
Skyline Mines**

INTRODUCTION

Canyon Fuel Company – Skyline Mine (a subsidiary of Bowie Resource Partners) is submitting this Notice of Intent to Conduct Minor Coal Exploration to the Utah Division of Oil, Gas, and Mining (UDOGM) in order to obtain approval to conduct coal exploration and reclamation activities in the Summer/Fall of 2014. The type of exploration proposed is wireline core drilling. One hole will be drilled on fee land belonging to the Christensen Family Trust. The surface owners also own the mineral rights where the exploration hole will be drilled. This exploration work is being conducted in conjunction with a Federal on-lease exploration plan under review by the Bureau of Land Management. This application is formatted to address the specific requirements of R645-201-200. Other related information is given in Appendix A through E. Five copies of this notice are submitted.

R645-201 Coal Exploration: Requirements for Exploration Approval

The proposed exploration plan qualifies as minor exploration as described in the State of Utah Coal Mining Rules R645 section R645-201-200.

R645-201-221

The name, address and telephone number of the applicant are:

Canyon Fuel Company
C/o Skyline Mine
HC 35 Box 380
Helper, Utah 84526 435-448-2693

The applicant is the same as the operator of the proposed exploration plan. Correspondence regarding this exploration plan should be addressed to:

Paul Jensen
Canyon Fuel Company
C/O Skyline Mine
HC 35 Box 380
Helper, Utah 84526 435-448-2693

R645-201-222

The name, address and telephone number of the representative of the applicant who will be present during and be responsible for conducting the exploration is:

Paul Jensen
Canyon Fuel Company
C/O Skyline Mine
HC 35 Box 380
Helper, Utah 84526 435-448-2693

At times a consulting geologist may act as representative of the applicant. The UDOGM and USFS will be notified of the consulting geologist's name and address if one is used.

R645-201-223

The exploration area is generally located in central Utah 2 miles north of Electric Lake (Map 1). The legal descriptions of the Christensen Family Trust mineral ownership is as follows:

Christensen Family Trust Fee

Section 16, Township 13 South, Range 6 East, S.L.P.M.

Beginning at the south quarter corner of Section 16, Township 13 South, Range 6 East, Salt Lake Base and Meridian; thence North 79° 46' West 681.27 feet along the Section line of said Section 16, thence North 4° 21' West 621.37 feet, thence South 86° 19' 46" East 665.83 feet, thence South 4° 21' East 700.00 feet along the quarter section line of Section 16 to the point of beginning, containing approximately 10.00 acres, more or less. (Tax Serial No. 21141X7)

Beginning 681.27 feet North 79° 46' West along the section line from the South quarter corner of Section 16, Township 13 South, Range 6 East, Salt Lake Base and Meridian; thence North 79° 46' West 71.02 feet, thence North 4° 21' West 531.22 feet, thence South 86° 19' 46" East 7663.33 feet, thence South 4° 21' East 621.37 feet to the point of beginning, containing approximately 10.00 acres, more or less. (Tax Serial No. 21141X8)

Beginning 2458 feet North 79° 46' West along the section line from the South quarter corner of Section 16, Township 13 South, Range 6 East, Salt Lake Base and Meridian; thence North 9° 40' 54" East 414.50 feet, thence South 86° 19' 46" East 871.67 feet, thence South 4° 21' East 531.22 feet, thence North 79° 46' West 995.71 feet to the point of beginning, containing approximately 10.00 acres, more or less. (Tax Serial No. 21141X9)

The private mineral ownership is entirely located in Sanpete County, Utah. The document allowing minor coal exploration within the boundaries of the private mineral ownership is included in Appendix D. Map 2 shows the location of the proposed borehole. The proposed drill site is located on private surface land belonging to the Christensen Family Trust. The surface access and use agreements are included in Appendix C.

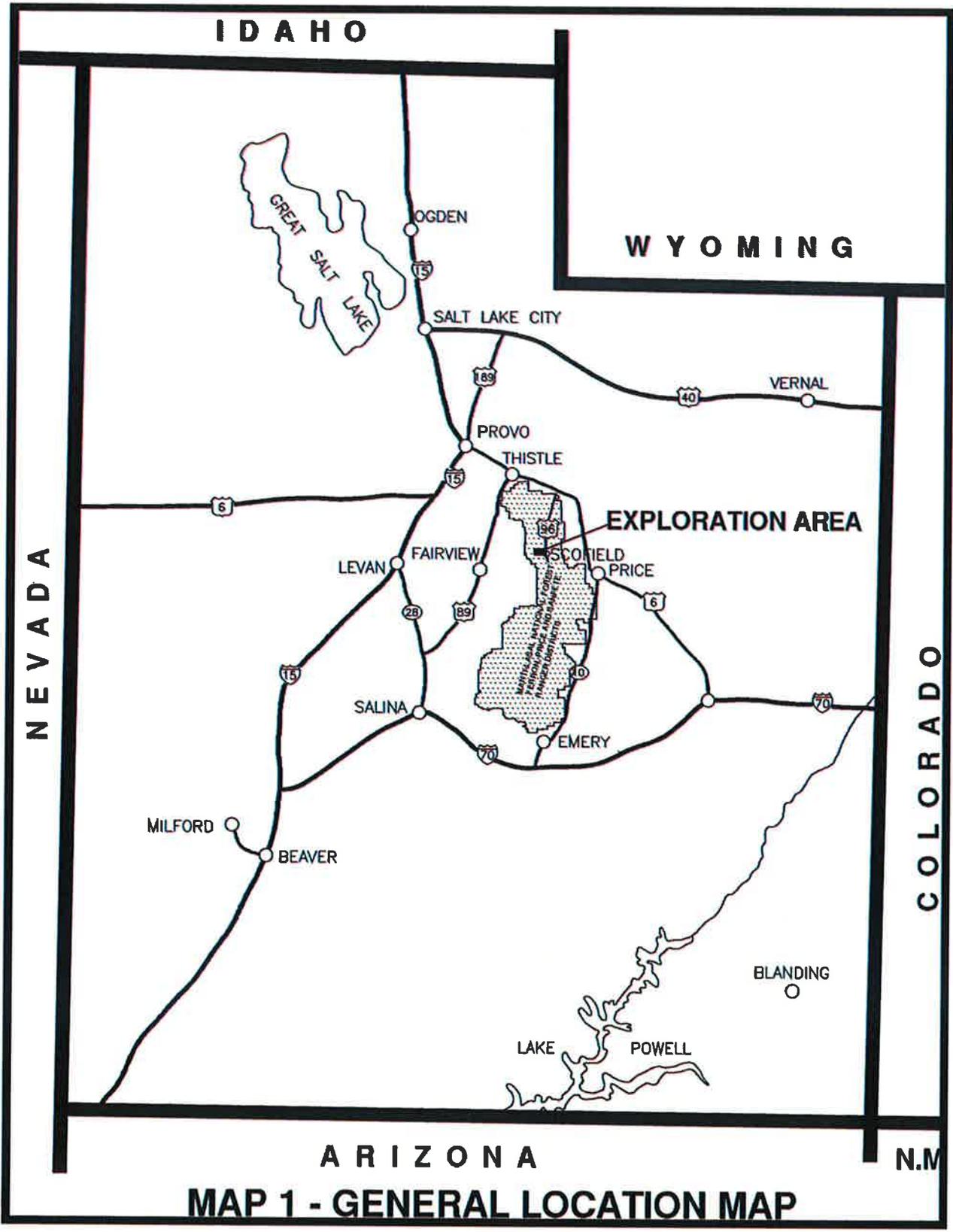
The proposed exploration area is located in Upper Huntington Canyon (Map 2). The area lies within the Wasatch Plateau physiographic province. Upper Huntington Canyon drains southward into Electric Lake, 6 miles southwest of the town of Scofield. Topography in the area is mountainous with narrow east-west trending ridges and deep canyons. Elevation ranges from approximately 8000 ft. to 9200 ft.

The exploration area is underlain by sedimentary rocks of late Cretaceous age. Two formations crop out in the area including the coal-bearing Blackhawk Formation and the overlying Price River Formation. At least two potentially mineable coal seams occur in the area including the Lower O'Connor A seam and the Flat Canyon (also called Woods Canyon) seam.

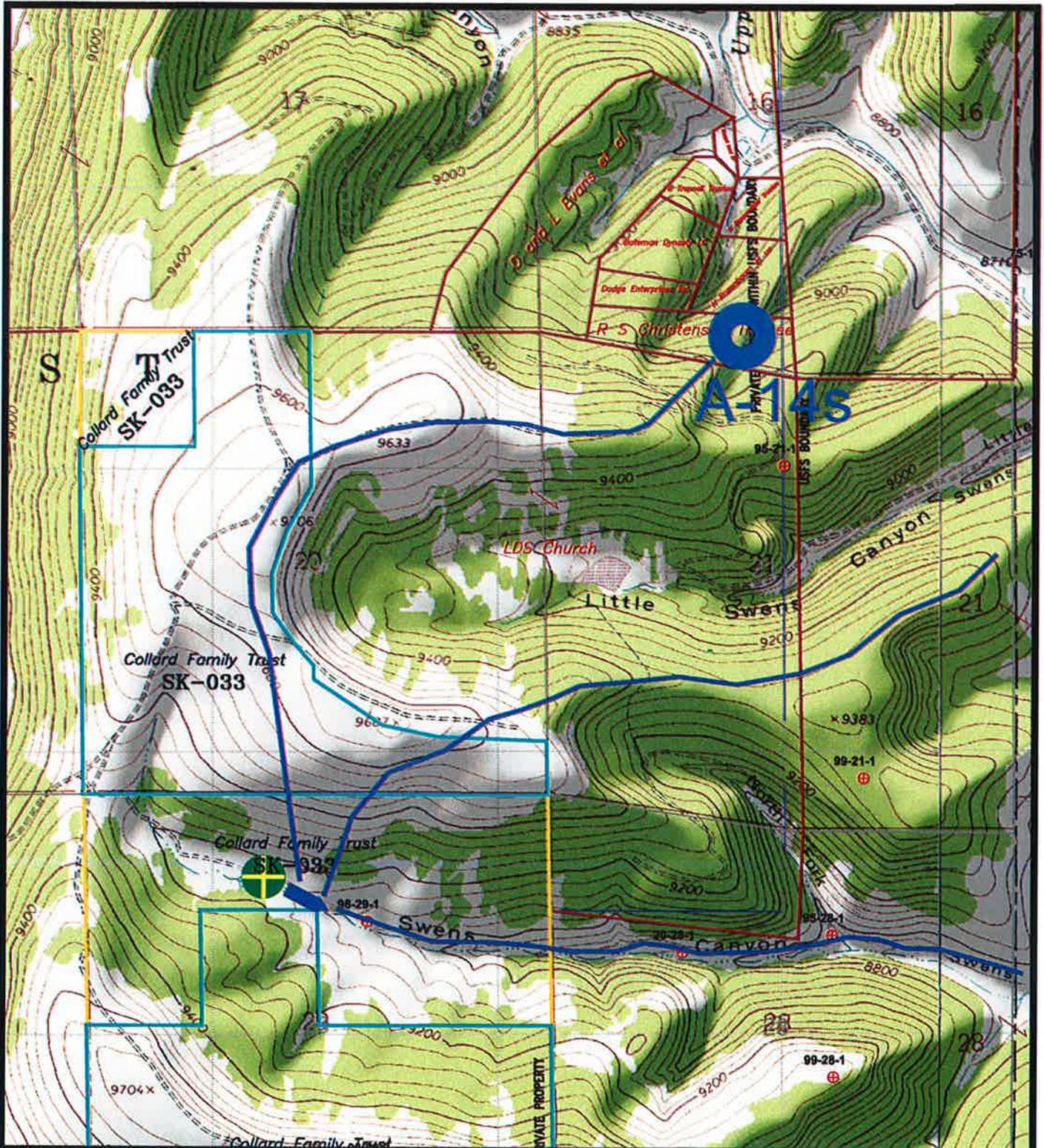
Strata in the area dip uniformly from 2 to 8 degrees west-northwest. Several faults have been identified in the area. A number of igneous dike zones also exist in the exploration area.

Rock types are predominantly sandstones, siltstones, shale and coal.

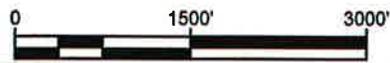
Vegetation in the exploration area occurs in the Mountain Brush and White Fur/Spruce plant communities. Upper Huntington Creek supports game fish. The exploration area is important habitat for raptors, elk, mule deer, cougar, bobcat, black bear, and small mammals.



MAP 1 - GENERAL LOCATION MAP



-  2014 Proposed Drilling Site
-  Equipment Staging & LZ
-  Water Tank (18,000 gal)
-  Water Pump
-  HPDE Water Line



Canyon Fuel Company LLC
Skyline Mines

HC 35 Box 390 Helper, UT 84320

SKYLINE MINE

FEE MINERALS
2014 EXPLORATION DRILLING
CHRISTENSEN PROPERTY

SCALE	12 August 2014	AUTHOR Paul Jensen - Geologist
1" = 1500'		

R645-201-225

Threatened, endangered, or special interest species in the exploration area include the goshawk, sage grouse, bald eagle and peregrine falcon. Exploration and reclamation activities will not occur within one half mile of known breeding and nesting areas during breeding or nesting periods. Appendix A (confidential file) contains the 2005 BEBA and Wildlife Resources reports for the area. Additional biological surveys were completed in the area in 2006 and 2008, and copies are included in Appendix A. A recent site specific biological survey was conducted by Tetra Tech in the area of the proposed drill holes; this is also included in Appendix A. No Mexican Spotted owls are known to occur in the area.

Tetra Tech has completed a cultural resource evaluation on and near the proposed drill sites which is attached in Appendix B (Confidential File). Tetra Tech has completed site specific biological surveys of the sites (Appendix A Confidential File).

R645-201-224

A timetable for exploration related activities is given below. It is anticipated that exploration activities will start on approx. September 1, 2014. This timetable may vary somewhat depending on factors such as weather.

EVENT	WEEK 1	WEEK 2
Set pump, frac tank and run water line to site		
Move drill equipment to site and drilling		
Reclaim any disturbance, remove frac tank, water line		

R645-201-225

The general method to be followed during drillhole exploration, reclamation, and abandonment is: 1) fly drilling equipment to drill sites, 2) prepare drill sites as shown on Fig. 1, 3) set temporary water tanks, pumps, and water lines, 4) drill and log holes, and 5) reclaim drill sites and remove waterlines, tanks, and pumps. No road building will occur and no blasting will be done for road building or repair. Access to the drillsite will be accomplished on foot, horseback, or via helicopter.

Drilling will be accomplished utilizing continuous core drilling techniques. Drilling will involve one heliportable core rig capable of drilling 2000 ft. with necessary support equipment such as rod trays, supply trailers, portable water tanks, fuel tanks, etc. The drilling procedure will be to be plug drill to core depth or continuously core to total depth utilizing water, foam, polymer, and/or mud as drilling medium.

To eliminate the need for road and drillpad construction, the planned drilling method is helicopter-supported continuous wireline core drilling. Exploration equipment for the drilling phase will include up to three heli-portable skid-mounted core drilling rigs together with all necessary heli-portable equipment such as drill rod trays, mud tanks, water tanks, water pumps, etc.

Core drilling will involve one skid-mounted 2000 ft rated core drill, one or two 1000 gal. poly water tanks at each drill rig, two water trough-type mudtanks, and 4 to 6 drill rod trays. Other support equipment will include two to three supply trailers parked at the Swens Canyon staging area, up to 6 pick-up trucks, and a geophysical logging truck. The drilling procedure for the exploration hole will be to plug drill to core depth or continuously core to total depth. One hundred to 200 ft. of surface casing will be set in the hole, depending on the hole conditions. Water will be pumped from an 18,000 gal. water tank located in Swens Canyon, to the water tanks at the drill rig. Fifth-wheel supply trailers or transport trailers will carry the heli-portable equipment, including drills, drill steels, coring equipment, drilling additives, cutting and welding equipment, and other supplies to the staging area (Map 2). One pick-up truck will be used for each drill rig by the drillers to carry personnel, fuel, and supplies and two to three pickup trucks will be used by the dirt contractor. The logging contractor will use a single axle 1 ton rated truck. The company representative and geological consultant will also use pick-up trucks for transportation.

Water for drilling will be transported from the Skyline Minesite hydrant via 1,500 gal. water trucks and emptied into a 18,000 gal. water tank located on private property, along the Swens Canyon road (Map 2). A Triplex pump or equivalent will be used for pumping water to the drill sites if necessary. The portable pumps will be underlain by pitliner or brattice. Water will be pumped via 1.5 and 2 inch HDPE waterlines. An approved Temporary Water Change from the Division of Water Rights is in place and included in Appendix E. Where not located adjacent to an existing road, waterline will be placed and removed via horseback, helicopter, or on foot.

The only coal to be removed during exploration activities will be cores. Cores will nominally be 1.4 inches (BQ) in diameter. Given an approximate projected thickness of 9 ft. for the Lower O'Connor A seam and 8 ft. for the Flat Canyon (Woods Canyon) seam, approximately 60 lbs. of coal will be removed.

No temporary road construction is planned for this project

Regulations cited in R645-202-232 relative to roads will be followed as they apply. No road construction is planned. Disturbance to wildlife will be minimized by utilizing the existing roads and trails and eliminating the need to build roads with heavy equipment. No wetlands or riparian are known along the proposed routes. No utility or support facilities are present in the area.

Reclamation will occur as soon as possible upon completion of drilling operations. Reclamation will include filling in any hand excavations and reseeding the disturbed surface with the approved seed mix. No damage to public or private property will occur.

The drill location will be setup approximately as shown on Figure 1. Earth excavation for

the drill site will be minimal using hand tools only. Some minor leveling for placement of wood crib blocking for leveling of drill may be required. Minor amounts of topsoil that may be removed will be stored and replaced upon completion of drilling. No mud pits will be excavated. Portable mudtanks will be utilized. Cuttings will be stored and hauled away to the Skyline Mine waste rock site by helicopter or truck upon completion of drilling.

Reclamation is an integral part of the exploration activities and will progress as contemporaneously as practical with the other exploration activities. Upon completion of the hole, all hand excavations will be filled in to original contour, topsoil replaced, all equipment will be removed, and all trash will be hauled away. An approved seed mix will then be applied to the drill area.

There will be no diversion of overland flows.

It is not anticipated that acid- or toxic- forming materials will be encountered during exploration because none have been encountered previously. Samples of drill core will be analyzed for acid- and toxic-forming materials. These samples will be taken from the 10 ft. interval above and below each seam of mineable thickness.

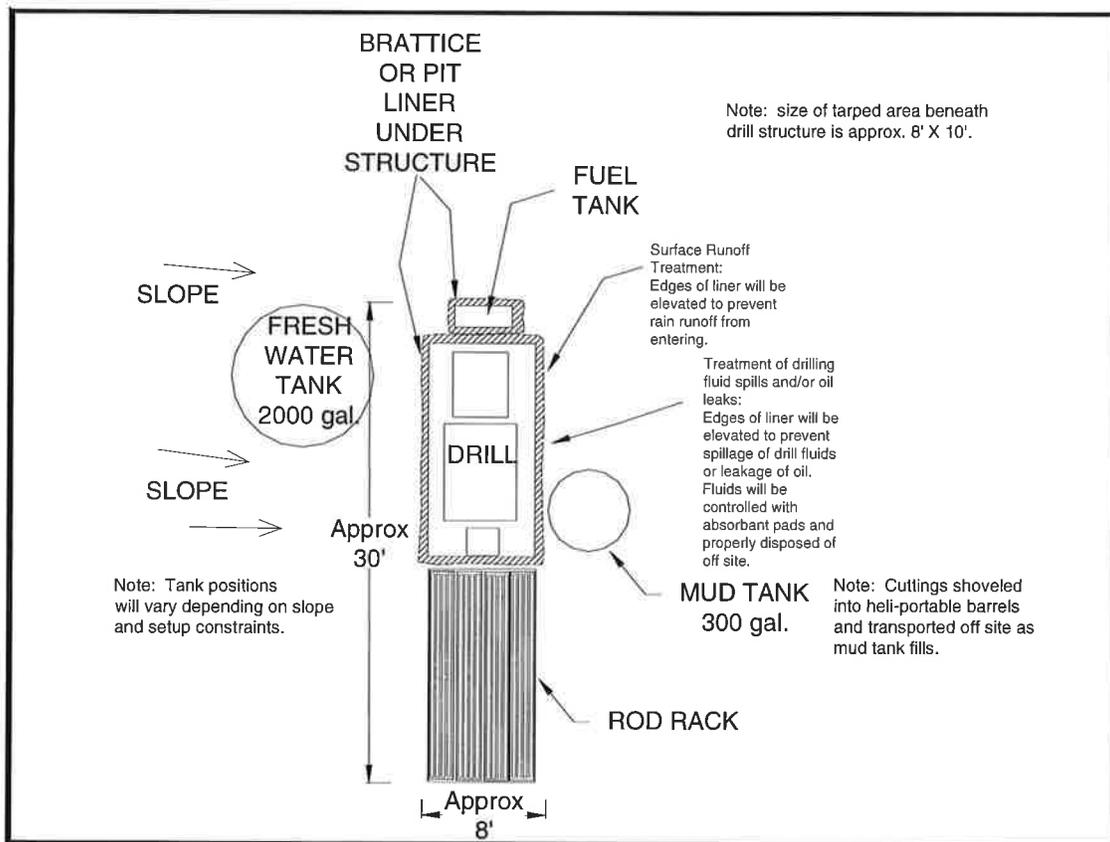


Figure 1. Typical heli-portable drillsite setup.

The method of revegetation is intended to encourage prompt revegetation and recovery of a diverse, effective, and permanent vegetative cover. The following seed mix was prescribed by the U.S. Forest Service for the reclamation of 2013 Woods Canyon area

drill holes and will be also used in 2014 (the seed mix as approved by UDOGM will be utilized):

Seed Mix

		<u>Pounds PLS/acre</u>
Western Wheatgrass	Elymus smithii	2
Basin Wild Ryegrass	Elymus cinereus	1
Intermediate Wheatgrass	Elymus hispidus	2
Yellow Sweet Clover	Melilotus officinalis	1
Blue Leaf Aster	Aster glaucodes	0.25
Silvery Lupine	Lupinus argenteus	1
True Mahogany	Cercocarpus montanus	1
Lewis Flax	Linum lewisii	0.5
Small Burnet	Sanguisorbia minor	1
TOTAL		9.75

The pure live seed (PLS) rating will be 99% containing a maximum of 1% weeds, none of which are toxic and only seed meeting the State Seed Act will be used. Certification tags will be retained by the permittee. The vegetative cover resulting from this seed mix is considered capable of stabilizing the soil surface from erosion.

Map 2 shows the location of the proposed drill sites, equipment/helicopter staging area, and water tank/pump. Excluding the drill sites, all other staging areas are located on USFS lands. A BLM Exploration Plan has been approved, allowing for the indicated use of the USFS lands at the proposed locations.

Upon completion of drilling, the holes will be plugged and abandoned with a cement, bentonite, or cement/bentonite slurry to full depth. A brass tag will be placed at the top of the drill hole stating the operator's name, drill hole number, and legal description. The tag will be placed in cement at ground level.

The main drill hole diameter will be nominally 2.4 inch diameter. Approximately 100 to 200 ft. of surface casing (3 inch) will be set. Estimated depth and other drill hole information is given in the following table. Disturbed area will include minor hand excavation on the drillsite. Total disturbed area acreage is estimated at 0.003 acres (10' X 12', hand excavation only)

Drill Site	Location	Total Depth (ft)	Disturbed Area (acres)
Site A-14s	SE, SW, 16, T13S, R6E	1500	0.003
		TOTAL	0.003 acres

There are no occupied dwellings or pipelines located in the exploration area. No trenches will be dug and no structures will be constructed nor will debris be disposed of in the exploration area. The permittee or his representative will have a copy of this Notice of Intention To Conduct Minor Coal Exploration while in the exploration area available for review by an authorized representative of the Division by request.

R645-203-200

Canyon Fuel Company requests that the Division not make any drilling information available for public inspection relative to coal seam thickness or quality. This information is considered crucial to Canyon Fuel Company's competitive rights.

R645-202.230

No adverse impacts to stream channels will occur during water pumping or drilling activities. An approved "Temporary Change of Water" is in place with the Division of Water Rights (Appendix E). It is projected that approx. 0.3 acre/ft. of water will be utilized during the project.

R645-202-231

A cultural resource survey has been conducted for the area on and near the drillhole site. A copy of the cultural resource survey is included in Appendix B (confidential). Threatened, endangered, and sensitive plant and animal survey information has been developed by the U.S.F.S. and Maxim Technologies during their work relative to Canyon Fuel/Canyon Fuel Company's 2005 Exploration License and Plan approvals (Appendix A, confidential). Tetra Tech conducted a site specific biological survey on the proposed drill site (Appendix A). No nests were observed during those surveys.

TES protection measures include the use of Heli-portable water pumping equipment which will minimize surface disturbance as well as use of drilling equipment that will not require road construction. Pumping of most or all project water through waterlines will minimize water truck traffic on permanent roads.

R645-202-232

No new road construction is planned for this project.

R645-202-235 (R645-301-624.210, R645-301-731.121, R645-301-731.215))

Geologic logs of drilling will be kept. Any appreciable water encountered during drilling will be logged, noting depth, geology, and estimated flow. Any such zones will be evaluated for potential water monitoring.

Figure 1 shows a drawing of the approximate drillsite setup.

If the drill hole begins to make excess water, such water will be pumped to a tank at the staging area. From there it will be hauled to an approved waste water disposal site. At no time will excess drill water generated in the drill hole be allowed to run on topsoil on the surface.

Fresh water pumped to the drillsite to be utilized for the drilling process will be allowed to run off the site over topsoil as long as it contains no drilling additives. This is necessary to allow cooling of the engine during rod tripping or when water tanks overflow at the drillsite. Measures will be taken to disperse the water flow over the topsoil such that no erosion occurs.

R645-301-525-200

No major utilities pass over, under, or through the exploration area. Use of roads and development of the exploration site will not disrupt or damage any utility service.

R645-301-527.230

Roads utilized as part of this minor coal exploration plan will be maintained in a safe condition, including proper control of fugitive dust to minimize effects to fish, wildlife, and related environmental values.

R645-301-731.100

An approved Temporary Change of Water for water to be used in the drilling process is in place (Appendix E).

R645-301-742.410 thru 742.420

Minimal surface disturbance will be required for the drilling project. Disturbance will be limited to the drillsite. No changes will occur to drainage patterns. As shown on Figure 1, the drill will be setup such the underlying pit liner or brattice material will not allow water runoff to the surrounding soils. Water that collects in the brattice or pit liner will be pumped or drained to the mudtank. No perennial or intermittent stream drainages will be crossed. Excess water will be removed and placed in the drill water tank for use in the drilling process or hauled to an approved waste water disposal site. Contributions of suspended solids will not occur.

The potential for water pollution will be minimized by keeping pollutants away from the drill hole and in their containers. Materials used during drilling operations will be selected to be as non-polluting as possible. All spills of polluting materials will be removed from the area and properly disposed of.

No mixing of surface and ground waters is possible because all drill sites will be above perennial and ephemeral stream drainages.

Drill fluids and/or cuttings will be contained within mudtanks. If necessary, excess fluids will be pumped out and excess drill cuttings and core will be hauled off and disposed of properly.

Skyline Mine and Canyon Fuel Company will retain all drill and geophysical logs.

APPENDIX A

(CONFIDENTIAL FILE)

2005 USFS BEBA REPORT

2005 WILDLIFE RESOURCES REPORT

2008 NORTHERN GOSHAWK/ELK SURVEY

2012 BIOLOGICAL SURVEYS

2013 BIOLOGICAL SURVEYS

2014 BIOLOGICAL SURVEYS

**APPENDIX B
(CONFIDENTIAL FILE)**

CULTURAL RESOURCE INVENTORY

EARTHTOUCH

(U-06-EP-1077p)

(U-08-EP-0642p)

(U-11-YN-0596p)

(U-12-EP-0417p)

(U-13-EZ-0009f)

(U-13-CU-0553p)

TETRA TECH

(U-14-TD-0644p)

APPENDIX C

**CHRISTENSEN FAMILY TRUST
SURFACE ACCESS AND USE AGREEMENT**

SURFACE ACCESS AND USE LICENSE AGREEMENT

This Surface Access and Use License Agreement ("Agreement"), dated effective as of August 1, 2014, is by and between Richard S. Christensen and Sharon W. Christensen, Trustees and any successor Trustees of The Richard S. Christensen Family Revocable Trust dated June 6, 1997 and Sharon W. Christensen and Richard S. Christensen, Trustees and any successor Trustees of The Sharon W. Christensen Family Revocable Trust dated June 6, 1997, with an address of 265 East 3450 North, Provo, UT 84604 ("Owner") and Canyon Fuel Company, LLC, a Delaware corporation with an address of 225 North 5th Street, Suite 900, Grand Junction, CO 81501 ("CFC").

Recitals

WHEREAS, Owner owns all or part of the surface estate of the following described lands located in Sanpete County, Utah, hereinafter referred to as "Lands":

Township 13 South, Range 6 East, S.L.P.M.

Beginning at the south quarter corner of Section 16, Township 13 South, Range 6 East, Salt Lake Base and Meridian; thence North 79° 46' West 681.27 feet along the Section line of said Section 16, thence North 4° 21' West 621.37 feet, thence South 86° 19' 46" East 665.83 feet, thence South 4° 21' East 700.00 feet along the quarter section line of Section 16 to the point of beginning, containing approximately 10.00 acres, more or less. (Tax Serial No. 21141X7)

Beginning 681.27 feet North 79° 46' West along the section line from the South quarter corner of Section 16, Township 13 South, Range 6 East, Salt Lake Base and Meridian; thence North 79° 46' West 781.02 feet, thence North 4° 21' West 531.22 feet, thence South 86° 19' 46" East 763.33 feet, thence South 4° 21' East 621.37 feet to the point of beginning, containing approximately 10.00 acres, more or less. (Tax Serial No. 21141X8)

Beginning 2458 feet North 79° 46' West along the section line from the South quarter corner of Section 16, Township 13 South, Range 6 East, Salt Lake Base and Meridian; thence North 9° 40' 54" East 414.50 feet, thence South 86° 19' 46" East 871.67 feet, thence South 4° 21' East 531.22 feet, thence North 79° 46' West 995.71 feet to the point of beginning, containing approximately 10.00 acres, more or less. (Tax Serial No. 21141X9)

WHEREAS, CFC desires to enter upon the Lands to conduct coal exploration drilling and water monitoring activities on the drill site shown on the diagram attached as Exhibit A ("Drill Site");

WHEREAS, Owner is amenable to allowing CFC to use the Lands for conducting such activities subject to the terms of this Agreement;

Agreement

NOW, THEREFORE, for and in consideration of the mutual promises, terms and conditions contained herein, the parties agree as follows:

1. Grant of License. Owner hereby grants to CFC a license ("License") to enter upon, access, cross, use and occupy so much of the Lands as are needed to conduct coal exploration drilling activities at the Drill Site and to construct and operate a water monitoring well at the Drill Site ("Drilling and Monitoring Activities"), subject to the limitations set forth herein.

(a) All rights to use Owner's Lands not specifically granted to CFC are retained by Owner. CFC's use rights granted hereunder are non-exclusive and are expressly subject to Owner's right to use and occupy, and to permit others to use and occupy, the Lands for any purpose not inconsistent with CFC's rights granted hereunder. CFC's

rights hereunder shall be exercised so as not to unreasonably interfere with the activities of Owner or its employees, agents, representatives, invitees, licensees, contractors and subcontractors, successors and assigns.

2. **Term.** This Agreement shall be effective as of the Effective Date and shall remain in force to and until CFC has completed its Drilling and Monitoring Activities on the Lands, such term not to exceed Five (5) years from the Effective Date. If at the end of the Initial Term Canyon Fuel has not completed its Drilling and Monitoring Activities on the Lands, Canyon Fuel shall have the right, but not the obligation, to renew for Five (5) additional five-year term upon the same terms and conditions of this Agreement (the "Extended Term").

3. **Consideration.** In consideration for the License and the rights granted to CFC hereunder, on the execution of this Agreement CFC shall pay Owner the sum of One Thousand Dollars (\$1,000.00).

4. **Restoration of Surface.** At the conclusion of CFC's coal exploration drilling activities CFC shall restore and reclaim the surface of the Lands disturbed by CFC's coal exploration drilling activities, in full compliance with applicable federal and state laws and regulations and this Agreement, provided that CFC may continue to use the Lands to construct and operate a water monitoring well at the Drill Site. At the conclusion of CFC's water monitoring activities, and prior to the expiration of this Agreement, CFC shall restore and reclaim the surface of the Lands disturbed by CFC's water monitoring activities in full compliance with applicable federal and state laws and regulations and this Agreement.

5. **Compliance with Law.** CFC shall comply with all applicable laws, rules, regulations, ordinances and permit conditions relating to CFC's permitted Drilling and Monitoring Activities. CFC shall be solely responsible for posting any necessary bonds and obtaining and maintaining any necessary federal, state, and local filings, permits and other authorizations necessary to conduct the Drilling and Monitoring Activities. All Drilling and Monitoring Activities shall be conducted in a manner that minimizes environmental impacts to the Lands to the extent reasonably practicable.

6. **Indemnification.**

(a) CFC shall indemnify, defend and hold harmless Owner from all losses, costs liabilities, penalties, claims, damages and judgments ("**Claims**"), including without limitation Claims for injury to or death of persons or damage to property, arising out of, related to or resulting from the activities or operations of CFC or its employees, contractors or agents, on the Lands, except to the extent that such Claims are caused by the gross negligence or willful misconduct of Owner, in which event CFC shall be responsible only for its proportional share of liability for such Claims.

(b) The provisions of this Section 6 shall survive the termination of this Agreement for a period of one (1) year past the applicable statute of limitations under Utah law, and until such claims are resolved, provided written notice of such Claims has been provided with the applicable statutory period.

7. **Use Restrictions.** No animals, alcohol, drugs, firearms or hunting shall be allowed on the Lands by CFC or its employees, contractors or agents. CFC shall keep the roads in good order and free of litter and debris associated with CFC's activities and operations. CFC shall meet applicable federal, state and local safety requirements.

8. **Contractors.** CFC shall insure that its employees, agents, representatives, invitees, licensees, contractors and subcontractors who enter onto the Lands shall comply with CFC's obligations under the terms of this Agreement.

9. **Insurance.**

(a) CFC shall maintain in full force and effect during the entire term of this Agreement with financially sound and reputable insurance companies or associations the following types and amounts of insurance: (i) Workers' Compensation Insurance, in accordance with the laws of the State of Utah and Employers' Liability Insurance in the limit of not less than \$1,000,000 per person and \$1,000,000 per accident; (ii) Comprehensive General Liability Insurance, including contractual liability, insuring the indemnity agreement set forth in this Agreement with limits of not less than \$1,000,000 applicable to bodily injury, sickness or death in any one occurrence; and \$1,000,000 for loss of or damage to property in any one occurrence; (iii) Automobile Liability Insurance covering owned, unowned and hired

vehicles used by a party with limits of not less than \$1,000,000 for bodily injury and property damage claims; and (iv) Excess or Umbrella Liability, inclusive of above limits, with limits of not less than \$5,000,000 Combined Single Limit.

(b) Upon request, CFC shall provide to Owner certificates of insurance evidencing the insurance required hereunder.

10. Miscellaneous.

(a) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective permitted successors and assigns. Neither party shall assign this Agreement, or any rights or obligations herein, without the prior written consent of the other party, which consent shall not be unreasonably withheld; provided, however, that CFC may assign this Agreement without consent to an affiliate or in connection with sale of all or substantially all of its assets constituting the Skyline Mine.

(b) All notices and other required or permitted communications under this Agreement shall be in writing, and shall be addressed respectively as follows:

If to CFC:

Bowie Resource Partners, LLC
Attn: Land Manager
225 North 5th Street, Suite 90
Grand Junction, CO 81501
Phone: (970) 263-5144
Fax: (970) 263-5161
Email:

With a copy to:

Bowie Resource Partners, LLC
Attn: General Counsel
6100 Dutchmans Lane, 9th Floor
Louisville, KY 40205
Phone: (502) 584-6022
Fax: (502) 587-6579

If to Owner:

Richard S. Christensen and Sharon W.
Christensen, Trustees and any successor
Trustees of The Richard S. Christensen
Family Revocable Trust dated June 6, 1997
and The Sharon W. Christensen Family
Revocable Trust dated June 6, 1997
265 East 3450 North
Provo, UT 84604
Phone: ()
Fax: ()
Email:

All notices shall be given (i) by personal delivery, or (ii) by electronic communication, capable of producing a printed transmission, or (iii) by registered or certified mail return receipt requested; or (iv) by overnight or other express courier service. Notices shall be effective and shall be deemed given on the date of receipt at the principal address if received during normal business hours, and, if not received during normal business hours, on the next business day following receipt. Any party may change its address by written notice to the other party.

(c) This Agreement shall be construed in accordance with and governed by the laws of the State of Utah. Each party hereto consents to the jurisdiction of any appropriate court in the State of Utah in the event there is a dispute or disagreement arising out of this Agreement.

(d) Except as otherwise provided in this Agreement, the parties shall be entitled to any and all remedies provided by law.

(e) This Agreement may be modified only by a document in writing executed by all the parties hereto.

(f) This Agreement embodies the entire agreement and understanding between the parties and supersedes all prior agreements and understandings, whether written or oral, relating to the subject matter hereof.

(g) The parties shall execute and record the memorandum notice of this Agreement attached hereto as Exhibit B in the public records in Sanpete County, Utah.

(h) This Agreement may be executed in counterparts.

IN TESTIMONY WHEREOF, the parties have caused this Agreement to be signed and executed.

**THE RICHARD S. CHRISTENSEN FAMILY
REVOCABLE TRUST DATED JUNE 6, 1997**

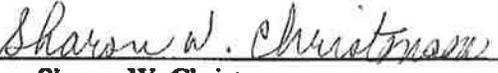
CANYON FUEL COMPANY, LLC

By: 
Richard S. Christensen

By: 
Gene DiClaudio

Its: Trustee

Its: Chief Operating Officer

By: 
Sharon W. Christensen

Its: Trustee

**THE SHARON W. CHRISTENSEN FAMILY
REVOCABLE TRUST DATED JUNE 6, 1997**

By: 
Richard S. Christensen

Its: Trustee

By: 
Sharon W. Christensen

Its: Trustee

Exhibit A
To
Surface Access and Use License Agreement
DRILL SITE



Exhibit B
to
Surface Access and Use License Agreement

MEMORANDUM OF SURFACE ACCESS AND USE LICENSE AGREEMENT

NOTICE IS HEREBY GIVEN BY THIS MEMORANDUM (this "Memorandum"), that under and pursuant to a separate agreement entitled Surface Access and Use License Agreement ("Agreement") dated effective as of August 1, 2014 ("Effective Date"), by and between Richard S. Christensen and Sharon W. Christensen, Trustees and any successor Trustees of The Richard S. Christensen Family Revocable Trust dated June 6, 1997 and Sharon W. Christensen and Richard S. Christensen, Trustees and any successor Trustees of The Sharon W. Christensen Family Revocable Trust dated June 6, 1997, ("Owner") with an address of 265 East 3450 North, Provo, UT 84604, and Canyon Fuel Company, LLC, ("CFC") a Delaware corporation with an address of 225 North 5th Street, Suite 900, Grand Junction, CO 81501, Owner has granted surface access and use to, and does hereby confirm a grant of surface access and use to, CFC of the following described lands located in Sanpete County, Utah ("Lands"):

Township 13 South, Range 6 East, S.L.P.M.

Beginning at the south quarter corner of Section 16, Township 13 South, Range 6 East, Salt Lake Base and Meridian; thence North 79° 46' West 681.27 feet along the Section line of said Section 16, thence North 4° 21' West 621.37 feet, thence South 86° 19' 46" East 665.83 feet, thence South 4° 21' East 700.00 feet along the quarter section line of Section 16 to the point of beginning, containing approximately 10.00 acres, more or less. (Tax Serial No. 21141X7)

Beginning 681.27 feet North 79° 46' West along the section line from the South quarter corner of Section 16, Township 13 South, Range 6 East, Salt Lake Base and Meridian; thence North 79° 46' West 71.02 feet, thence North 4° 21' West 531.22 feet, thence South 86° 19' 46" East 7663.33 feet, thence South 4° 21' East 621.37 feet to the point of beginning, containing approximately 10.00 acres, more or less. (Tax Serial No. 21141X8)

Beginning 2458 feet North 79° 46' West along the section line from the South quarter corner of Section 16, Township 13 South, Range 6 East, Salt Lake Base and Meridian; thence North 9° 40' 54" East 414.50 feet, thence South 86° 19' 46" East 871.67 feet, thence South 4° 21' East 531.22 feet, thence North 79° 46' West 995.71 feet to the point of beginning, containing approximately 10.00 acres, more or less. (Tax Serial No. 21141X9)

The Agreement contains the following principal terms among others:

1. Grant of Surface Access and Use. Owner has granted, and hereby confirms a grant to CFC for the benefit of the Skyline Mine, of a license to enter, upon, access, cross, use and occupy so much of the Lands as are needed for coal exploration drilling and water monitoring activities ("Drilling and Monitoring Activities").

2. Term. This Agreement shall be effective as of the Effective Date and shall remain in force to and until CFC has completed its Drilling and Monitoring Activities on the Lands, such term not to exceed Five (5) years from the Effective Date. If at the end of the Initial Term Canyon Fuel has not completed its Drilling and Monitoring Activities on the Lands, Canyon Fuel shall have the right, but not the obligation, to renew for Five (5) additional five-year term upon the same terms and conditions of this Agreement (the "Extended Term").

3. Notice. All notices and other communications to either party shall be delivered as follows:

If to CFC:

Canyon Fuel Company, LLC
Attn: Land Manager
Street, Suite 900
Grand Junction, CO 81501
Phone: (970) 263-5144
Fax: (970) 263-5161
Email:

With a copy to:

Bowie Resource Partners, LLC
Attn: General Counsel
6100 Dutchmans Lane, 9th Floor
Louisville, KY 40205
Phone: (502) 584-6022
Fax: (502) 587-6579

If to Owner:

Richard S. Christensen and Sharon W.
Christensen, Trustees and any successor
Trustees of The Richard S. Christensen
Family Revocable Trust dated June 6, 1997
and The Sharon W. Christensen Family
Revocable Trust dated June 6, 1997
225 North 5th
265 East 3450 North
Provo, UT 84604
Phone: ()
Fax: ()
Email:

4. Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective permitted successors and assigns. Neither party shall assign this Agreement, or any rights or obligations herein, without the prior written consent of the other party, which consent shall not be unreasonably withheld; provided, however, that CFC may assign this Agreement without consent to an affiliate or in connection with sale of all or substantially all of its assets constituting the Skyline Mine.

5. No Waiver or Modification. This Memorandum is executed for the purpose of placing of record notice of this Agreement and the terms and provisions thereof. Nothing herein shall, nor shall it be interpreted to, amend, modify or waive any of the terms and conditions of the Agreement. All capitalized terms used in this Memorandum, not otherwise defined, shall have the meanings assigned to them in the Agreement.

IN WITNESS WHEREOF, the parties have caused this Memorandum to be signed and executed as of the Effective Date.

**THE RICHARD S. CHRISTENSEN FAMILY
REVOCABLE TRUST DATED JUNE 6, 1997**

CANYON FUEL COMPANY, LLC

By: Richard S. Christensen
Richard S. Christensen

By: Gene DiClaudio
Gene DiClaudio

Its: Trustee

Its: Chief Operating Officer

By: Sharon W. Christensen
Sharon W. Christensen

Its: Trustee

**THE SHARON W. CHRISTENSEN FAMILY
REVOCABLE TRUST DATED JUNE 6, 1997**

By: Richard S. Christensen
Richard S. Christensen

Its: Trustee

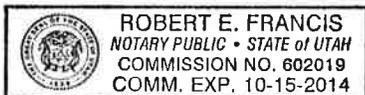
By: Sharon W. Christensen
Sharon W. Christensen

Its: Trustee

STATE OF Utah)
COUNT OF Utah) ss.

On this 15 day of August, 2014, personally appeared before me **Richard S. Christensen, Trustee of The Richard S. Christensen Family Revocable Trust dated June 6, 1997 and Trustee of The Sharon W. Christensen Family Revocable Trust dated June 6, 1997**, and signer of the above Surface Access and Use License Agreement, who duly acknowledged to me that he executed the same on behalf of the corporation.

WITNESS my hand and official seal.



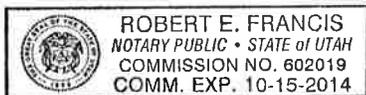
Robert E. Francis
Notary Public

My Commission expires: 10-15-14

STATE OF Utah)
COUNT OF Utah) ss.

On this 15 day of August, 2014, personally appeared before me **Sharon W. Christensen, Trustee of The Richard S. Christensen Family Revocable Trust dated June 6, 1997 and Trustee of The Sharon W. Christensen Family Revocable Trust dated June 6, 1997**, and signer of the above Surface Access and Use License Agreement, who duly acknowledged to me that he executed the same on behalf of the corporation.

WITNESS my hand and official seal.



Robert E. Francis
Notary Public

My Commission expires: 10-15-14

STATE OF COLORADO)
) ss.
COUNT OF MESA)

On this 14th day of AUGUST, 2014, personally appeared before me Gene DiClaudio, Chief Operating Officer of Canyon Fuel Company, LLC, a Delaware limited liability company, and signer of the above Surface Access and Use License Agreement, who duly acknowledged to me that he executed the same on behalf of the corporation.

WITNESS my hand and official seal.



Notary Public

My Commission expires: 8-3-18



APPENDIX D

**APPROVAL FOR MINOR COAL EXPLORATION
ON FEE MINERALS**

APPENDIX E

TEMPORARY WATER CHANGE
UTAH STATE ENGINEER



GARY R. HERBERT
Governor
SPENCER J. COX
Lieutenant Governor

State of Utah
DEPARTMENT OF NATURAL RESOURCES
Division of Water Rights

MICHAEL R. STYLER KENT L. JONES
Executive Director *State Engineer/Division Director*

ORDER OF THE STATE ENGINEER
For Temporary Change Application Number 91-5010 (t39838)

Temporary Change Application Number 91-5010 (t39838) in the names of Canyon Fuel Company LLC, and Price River Water User's Association was filed on May 12, 2014, to change the point of diversion, place of use, and uses of water as evidenced by Water Right Number 91-5010. Heretofore, the water has been diverted from a surface source located North 810 feet and West 990 feet from the SE Corner of Section 10, T12S, R7E, SLB&M, and was rediverted: (1) Surface - North 900 feet and East 980 feet from the SW Corner of Section 12, T13S, R9E, SLB&M (Bryner-Hansen Ditch); (2) Surface - South 480 feet and East 1440 feet from the W $\frac{1}{4}$ Corner of Section 12, T13S, R9E, SLB&M (Bryner-Ploutz Ditch); (3) Surface - South 560 feet and West 840 feet from the N $\frac{1}{4}$ Corner of Section 13, T13S, R9E, SLB&M (Spring Glen Canal); (4) Surface - North 1310 feet and East 1000 feet from the S $\frac{1}{4}$ Corner of Section 24, T13S, R9E, SLB&M (Gay Ditch); (5) Surface - South 0 feet and West 730 feet from the NE Corner of Section 24, T13S, R9E, SLB&M (O'Berto Ditch); (6) Surface - South 1190 feet and West 1490 feet from the E $\frac{1}{4}$ Corner of Section 24, T13S, R9E, SLB&M (Stowell Ditch); (7) Surface - North 580 feet and West 240 feet from the S $\frac{1}{4}$ Corner of Section 36, T13S, R9E, SLB&M (Country Club-Cook Ditch); (8) Surface - North 560 feet and West 240 feet from the S $\frac{1}{4}$ Corner of Section 36, T13S, R9E, SLB&M (Price-Wellington Canal); (9) Surface - South 560 feet and East 680 feet from the N $\frac{1}{4}$ Corner of Section 1, T14S, R9E, SLB&M (Carbon Canal); (10) Surface - North 1410 feet and West 535 feet from the S $\frac{1}{4}$ Corner of Section 8, T15S, R11E, SLB&M (Coal Washing Plant); (11) Surface - North 2261 feet and West 218 feet from the SE Corner of Section 16, T15S, R11E, SLB&M (Coal Washing Plant); (12) Surface - South 1925 feet and West 811 feet from the NE Corner of Section 16, T15S, R11E, SLB&M (Coal Washing Plant); (13) Surface - South 470 feet and West 310 feet from the E $\frac{1}{4}$ Corner of Section 16, T15S, R11E, SLB&M (Farnham Ditch); (14) Surface - North 900 feet and East 100 feet from the SW Corner of Section 3, T12S, R7E, SLB&M (Ex.430, Theresa A. Phelps-well); (15) Surface - North 1285 feet and West 345 feet from the SE Corner of Section 4, T12S, R7E, SLB&M (Ex.336, Frank Marrelli-well); (16) Surface - South 1400 feet and West 20 feet from the E $\frac{1}{4}$ Corner of Section 4, T12S, R7E, SLB&M (Ex.397, Robt. or Francis Mallard-Well); (17) Surface - North 1420 feet and West 480 feet from the SE Corner of Section 4, T12S, R7E, SLB&M (Ex.175, Rudy Scartezina-well); (18) Surface - North 1338 feet and East 655 feet from the SW Corner of Section 17, T12S, R7E, SLB&M (Ex.178, Catherine Rudman-spring); (19) Surface - North 860 feet and East 430 feet from the S $\frac{1}{4}$ Corner of Section 19, T12S, R7E, SLB&M (Ex.375, G. Pete Frandsen-spring); (20) Surface - North 30 feet and East 465 feet from the S $\frac{1}{4}$ Corner of Section 32, T12S, R7E, SLB&M (Ex.164, Louis Gorishek-well); (21) Surface - North 430 feet and West 410 feet from the S $\frac{1}{4}$ Corner of Section 26, T12S, R9E, SLB&M (Price City Filtering Plant); (22) Surface - South 90 feet and East 730 feet from the N $\frac{1}{4}$ Corner of Section 35, T12S, R9E, SLB&M (Power Plant & Coal Company); (23) Surface - South 970 feet and East 60 feet from the W $\frac{1}{4}$ Corner of Section 5, T13S, R7E, SLB&M (Ex.452, Robert

ORDER OF THE STATE ENGINEER
Temporary Change Application Number
91-5010 (t39838)
Page 2

Radokovich-well). The water has been used for year-round industrial purposes (coal washing plant.).

Hereafter, it is proposed to divert 3.00 af of water from points of diversion changed to: (1) Existing Well - North 330 feet and West 1020 feet from the SE Corner of Section 13, T13S, R6E, SLB&M; (2) Existing Well - North 615 feet and West 200 feet from the S¹/₄ Corner of Section 13, T13S, R6E, SLB&M. The water is to be used for exploratory drilling incidental to coal mining from June 15 to November 30. The place of use of the water is being changed to all or portion(s) of Sections 25 & 26, T12S, R6E, SLB&M; and Sections 16, 21, & 22, T13S, R6E, SLB&M.

Notice of this temporary change application was not published in a newspaper. It is the opinion of the State Engineer that it meets the criteria of Section 73-3-3 of the Utah Code for the approval of temporary change applications.

It is, therefore, **ORDERED** and Temporary Change Application Number 91-5010 (t39838) is hereby **APPROVED** subject to prior rights and in accordance with the current appropriation policy guidelines for the Colorado River Drainage, adopted March 7, 1990, and according to the following conditions:

- 1) No more water may be diverted during the use period than is represented by the stock in the Price River Water User's Association or the equivalent that is approved by the Association in times of shortage.
- 2) Installation of totalizing water meter(s) at the expense of the applicants is required. Installed water meter(s) shall be available to the Price River commissioner for examination at all reasonable times.
- 3) The water being changed shall be regulated by the Price River Commissioner at the expense of the applicants.
- 4) Continued ownership of the stock certificates, which is the basis for the change, shall be required in order to maintain this application.
- 5) The annual diversion and depletion limits may not exceed 3.00 acre-feet of water respectively.

It is, therefore, **ORDERED** and Temporary Change Application Number 91-5010 (t39838) is hereby **APPROVED** subject to prior rights and the following condition(s):

This application shall automatically expire one year from the date of this approval.

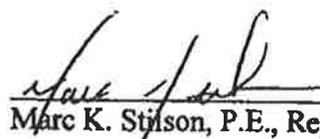
ORDER OF THE STATE ENGINEER
Temporary Change Application Number
91-5010 (t39838)
Page 3

It is the applicants' responsibility to maintain a current address with this office and to update ownership of their water right. Please notify this office immediately of any change of address or for assistance in updating ownership.

Your contact with this office, should you need it, is with the Southeastern Regional Office. The telephone number is 435-613-3750.

This Order is subject to the provisions of Administrative Rule R655-6-17 of the Division of Water Rights and to Sections 63G-4-302, 63G-4-402, and 73-3-14 of the Utah Code which provide for filing either a Request for Reconsideration with the State Engineer or an appeal with the appropriate District Court. A Request for Reconsideration must be filed with the State Engineer within 20 days of the date of this Order. However, a Request for Reconsideration is not a prerequisite to filing a court appeal. A court appeal must be filed within 30 days after the date of this Order, or if a Request for Reconsideration has been filed, within 30 days after the date the Request for Reconsideration is denied. A Request for Reconsideration is considered denied when no action is taken 20 days after the Request is filed.

Dated this 23 day of May, 2014.



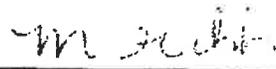
Marc K. Stilson, P.E., Regional Engineer

Mailed a copy of the foregoing Order this 23 day of May, 2014 to:

Canyon Fuel Company LLC
Attn: Land Department
225 North 5th Street Sute 900
Grand Junction CO 81504

Price River Water User's Association
375 South Carbon Avenue A-10
Price, Utah 84501

Robert Davis, River Commissioner
P.O. Box 108
Price, UT 84501

BY: 

Michele Gabb, Regional Secretary

Date: 4/2/2014

To: Scott Kehrer

From: Paul Jensen

Subject: Temporary Water Change Application, 2014 Exploration Drilling Project

The 2014 Skyline) exploration drilling project will require the use of water from the Skyline Minesite well. The attached maps show the point of diversion and points of use. Diversion point is as follows:

WR 91-5010 (Price River Water and Canyon Fuel)

Diversion Point

Skyline Minesite: SW1/4SW1/4, Sec 13, T13S, R6E, SLB&M (fire hydrant/well)

Water Usage = 3 ac ft

The points of use are as follows:

- A) SE1/4, NE1/4, Sec. 26, T12S, R6E, SLB&M (Drillhole A-14)
- B) SE1/4, NW1/4, Sec. 25, T12S, R6E, SLB&M (Drillhole B-14)
- C) SE1/4, SW1/4, Sec. 16, T13S, R6E, SLB&M (Drillhole A-14s)
- D) SW1/4, NW1/4, Sec. 21, T13S, R6E, SLB&M (Drillhole B-14s)
- E) SW1/4, NW1/4, Sec. 22, T13S, R6E, SLB&M (Drillhole C-14s)

Period of water usage: June 15, 2014 thru Nov. 30, 2014

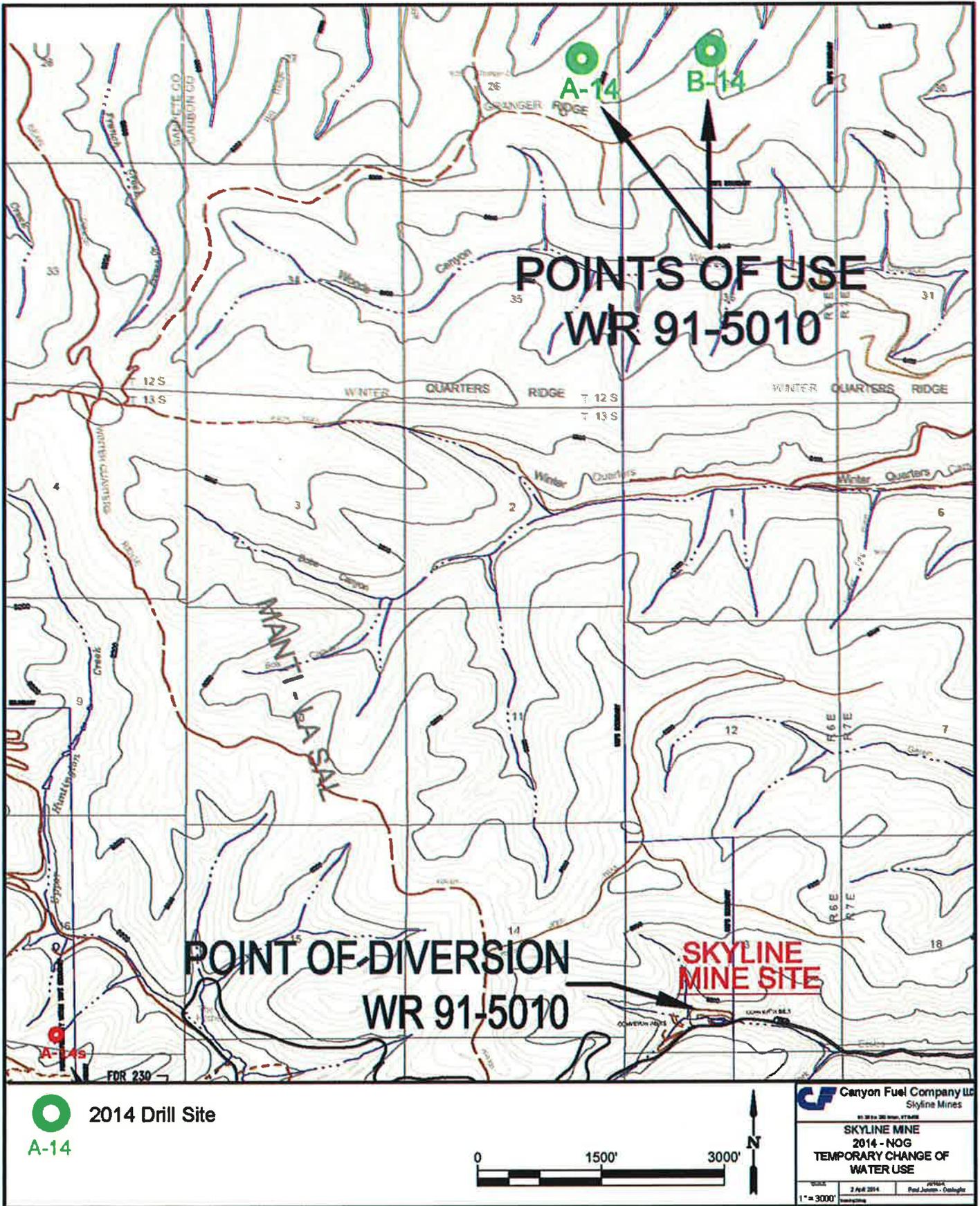
Two maps of the diversion and use area are attached.

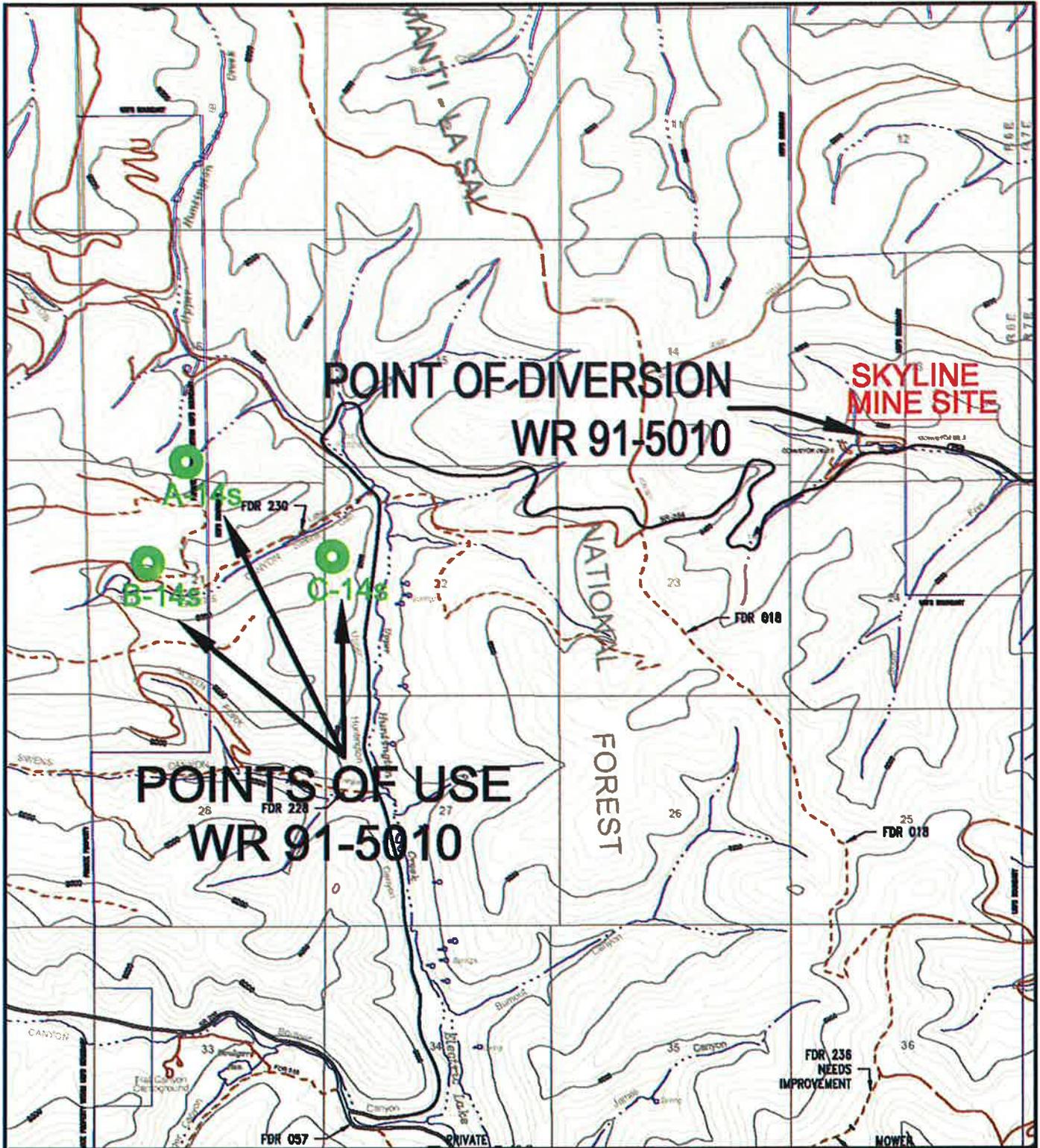
Please feel free to call as questions arise. My phone number is 435-448-2693.

Thank You



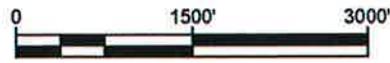
Paul Jensen
Geologist





2014 Drill Site

A-14



Canyon Fuel Company LLC Skyline Mines	
SKYLINE MINE 2014 - SWR TEMPORARY CHANGE OF WATER USE	
DATE	APPROVED
2 April 2014	Paul Jensen - Designer
1" = 3000'	