

COU70005
Incoming
#4690

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

September 29, 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

RECEIVED

SEP 30 2014

DIV. OF OIL, GAS & MINING

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

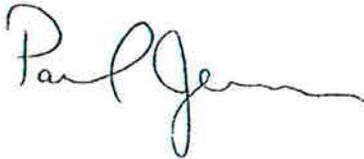
Dear Daron:

Attached are five copies of an Intent to Conduct Minor Coal Exploration for one exploration borehole (designated B-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 October 15, 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,



Paul Jensen
Geologist
Canyon Fuel Company, Skyline Mine

Encl.
PHJ:phj

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 -- LDS CHURCH 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 FALL, 2014

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

- 1. Change in the size of the Permit Area? Acres: _____ Disturbed Area: _____ increase decrease.
2. Is the application submitted as a result of a Division Order? DO# _____
3. Does the application include operations outside a previously identified Cumulative Hydrologic Impact Area?
4. Does the application include operations in hydrologic basins other than as currently approved?
5. Does the application result from cancellation, reduction or increase of insurance or reclamation bond?
6. Does the application require or include public notice publication?
7. Does the application require or include ownership, control, right-of-entry, or compliance information?
8. Is proposed activity within 100 feet of a public road or cemetery or 300 feet of an occupied dwelling?
9. Is the application submitted as a result of a Violation? NOV # _____
10. Is the application submitted as a result of other laws or regulations or policies?

Explain:

- 11. Does the application affect the surface landowner or change the post mining land use?
12. Does the application require or include underground design or mine sequence and timing? (Modification of R2P2)
13. Does the application require or include collection and reporting of any baseline information?
14. Could the application have any effect on wildlife or vegetation outside the current disturbed area?
15. Does the application require or include soil removal, storage or placement?
16. Does the application require or include vegetation monitoring, removal or revegetation activities?
17. Does the application require or include construction, modification, or removal of surface facilities?
18. Does the application require or include water monitoring, sediment or drainage control measures?
19. Does the application require or include certified designs, maps or calculation?
20. Does the application require or include subsidence control or monitoring?
21. Have reclamation costs for bonding been provided?
22. Does the application involve a perennial stream, a stream buffer zone or discharges to a stream?
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
Sign Name, Position, Date
Gen. Mgr 9-29-14

Subscribed and sworn to before me this 29th day of Sept, 2014

Kathleen Atwood
Notary Public

My commission Expires: Utah 12-02, 2015
Attest: State of Utah } ss:
County of Carbon



For Office Use Only:	Assigned Tracking Number:	Received by Oil, Gas & Mining RECEIVED SEP 30 2014 DIV. OF OIL, GAS & MINING
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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.

SEPTEMBER 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 Fall of 2014. The type of exploration proposed is wireline core drilling. One hole will be drilled on fee land belonging to the Corporation of the Presiding Bishop of the Church of Jesus Christ of Latter Day Saints. 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 approved 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 LDS Church mineral ownership is as follows:

LDS Church Fee

Section 21, Township 13 South, Range 6 East, S.L.P.M.

The Northwest quarter; and the North half of the Southwest quarter of Section 21, Township 13 South, Range 6 East, Salt Lake Base Meridian.

Acreeage from county tax records: 240.00 acres

Tax Serial No: 21148

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 LDS Church. The surface access and use agreements are included in Appendix C.

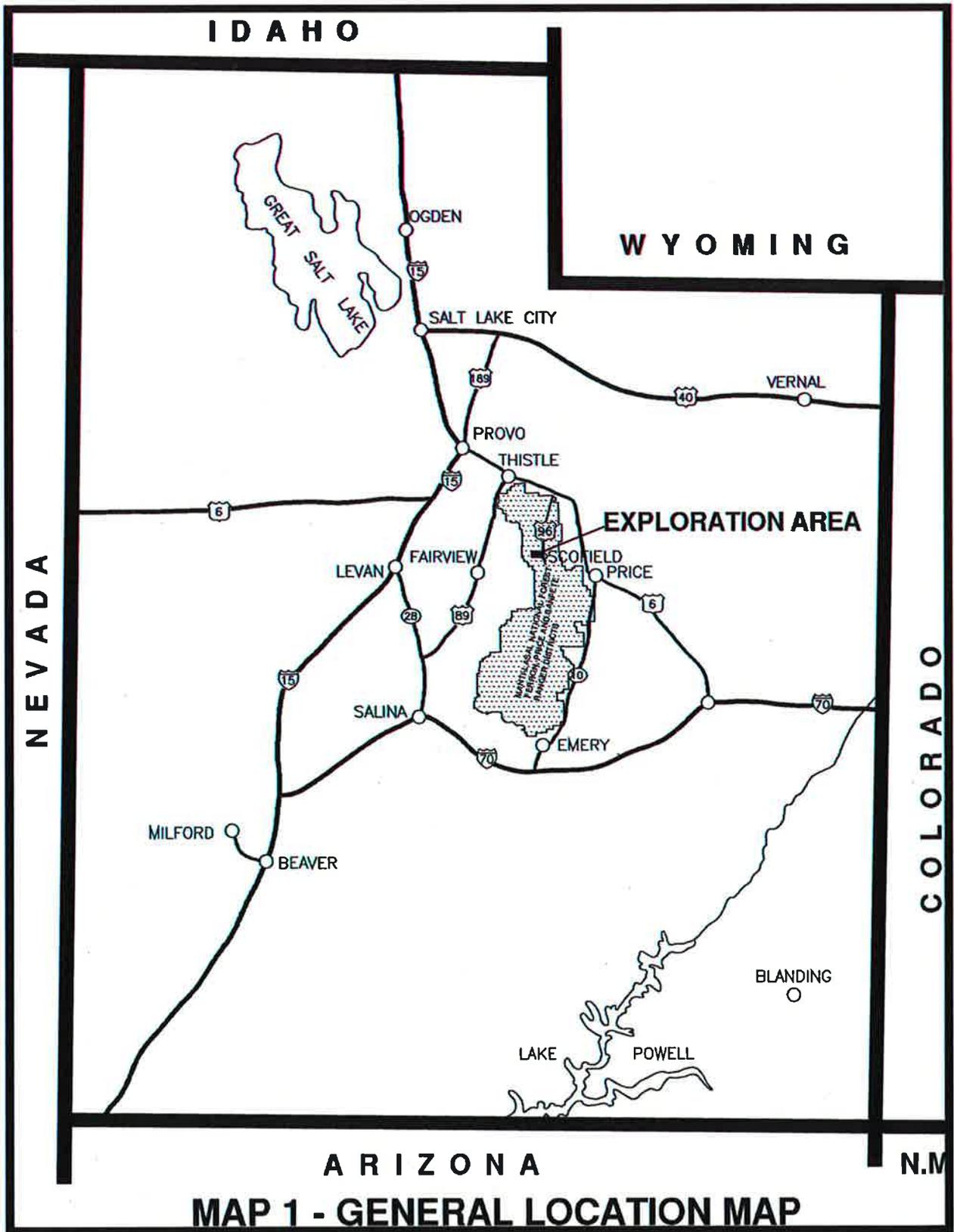
The proposed exploration area is located in Upper Huntington Canyon (Map 2). The area lies within the Wasatch Plateau physiographic province. Upper Huntington Canyon drains southward into Electric Lake, 6 miles southwest of the town of Scofield. Topography in the area is mountainous with narrow east-west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

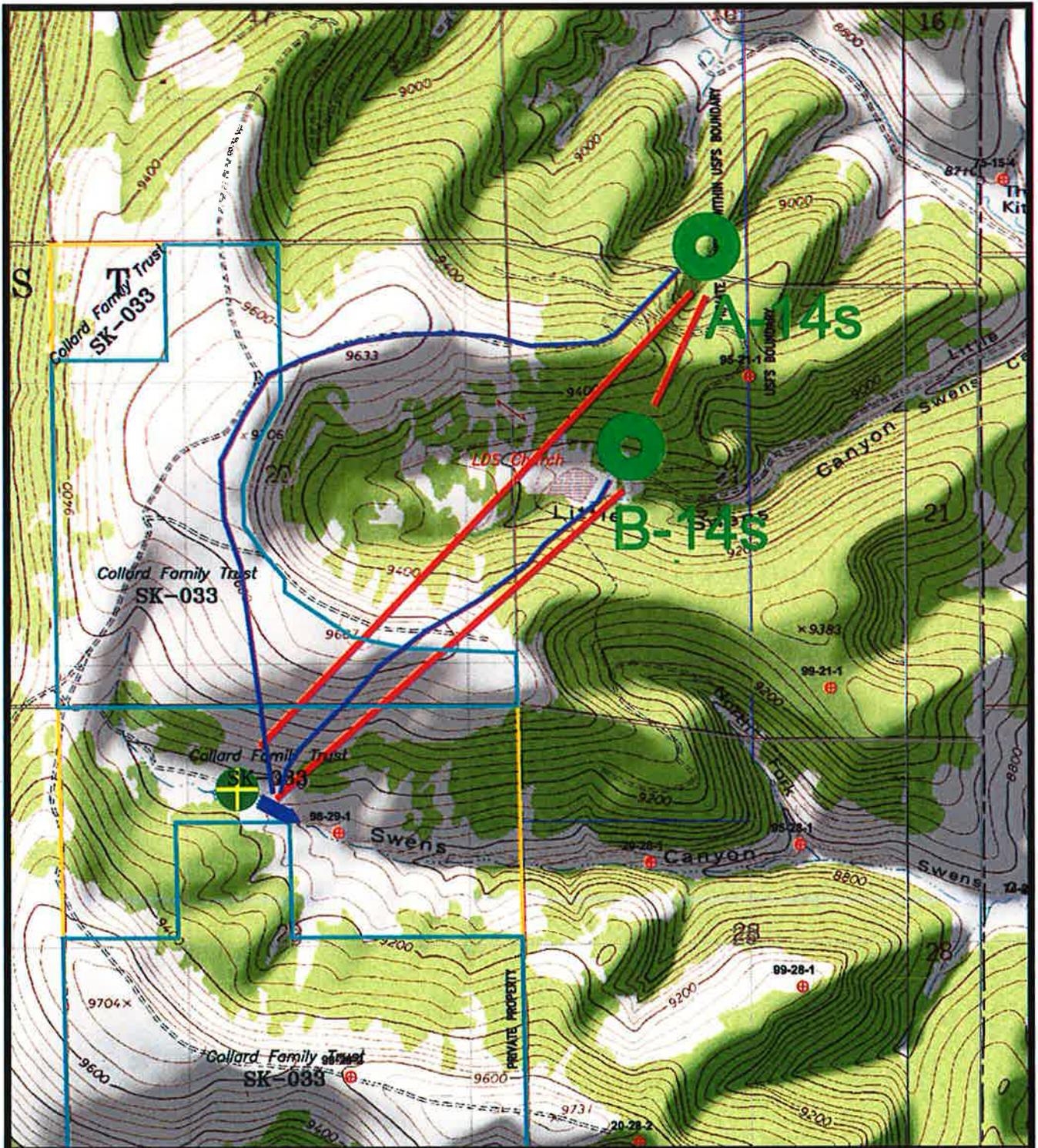
The exploration area is underlain by sedimentary rocks of late Cretaceous age. Two formations crop out in the area including the coal-bearing Blackhawk Formation and the overlying Price River Formation. At least two potentially mineable coal seams occur in the area including the Lower O'Connor A seam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





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

0 1500' 3000'

Canyon Fuel Company LLC
Skyline Mines

HC 35 Box 350 Haystack UT 84329

MAP 2
PROPOSED EXPLORATION
FEE - DOGM
2014
DRILL SITE LOCATIONS

SCALE	7 August 2014	AUTHOR
1" = 1500'		Paul Jereen - Geologist

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	WEEK1	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 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.

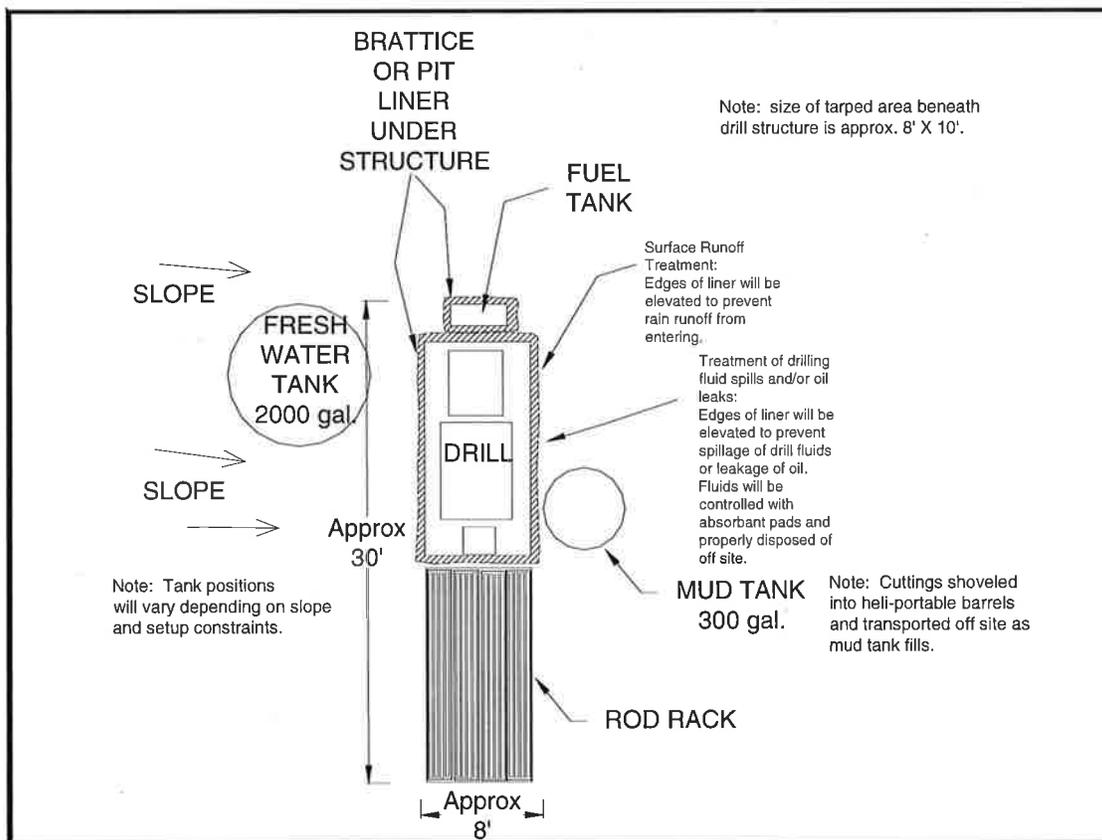


Figure 1. Typical heli-portable drillsite setup.

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 site, equipment/helicopter staging area, and water tank/pump.

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 B-14s	SW, NW, 21, T13S, R6E	2100	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

LDS CHURCH
SURFACE ACCESS AND USE AGREEMENT

TEMPORARY
SURFACE ACCESS AND LICENSE AGREEMENT
(Property # 510-6648)

THIS TEMPORARY SURFACE ACCESS AND LICENSE AGREEMENT (this "Agreement"), is made and entered into as of the 29th day of September, 2014 (the "Effective Date"), by and between the CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole ("Owner"), and CANYON FUEL COMPANY, a Delaware corporation ("Licensee"). Hereinafter Owner and Licensee may be referred to individually as a "Party" and collectively as the "Parties."

RECITALS

A. Owner owns certain lands situated in Sanpete County, in the State of Utah, as more specifically described on Exhibit A, which is attached hereto and made a part hereof (the "Property"), consisting of approximately 686 acres.

B. Licensee desires to drill one exploration hole (the "Hole") on a portion of the Property to determine whether commercial quantities of coal are present.

C. The Parties desire to enter into this Agreement setting forth the terms and conditions of Licensee's use of the Drill Site and the Property.

TERMS AND CONDITIONS

NOW, THEREFORE, in consideration of the covenants and promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Permission to Access the Drill Site and Property. Owner hereby grants Licensee and Licensee's agents, servants, officers, employees, consultants, contractors and subcontractors, or any party acting as an agent or on behalf of Licensee (collectively, "Licensee's Agents"), a nonexclusive right to enter upon and use the surface of the Drill Site and Property. Licensee shall drill the Hole at approximate coordinates of Lat 39.676516° Long -111.262456° in the clearing immediately north of the Camp caretaker's cabin on a site up to a maximum of 0.25 acre in size (the "Drill Site"). The Parties agree that all drilling equipment will be flown to and from the Drill Site by helicopter. In addition, Licensee may (i) use existing roads on and across the Property for purposes of accessing the Drill Site, and (ii) utilize portions of the Property for laying, across the surface, temporary water lines providing water from the source to the Drill Site, and (iii) utilize portions of a road and turnout area located at approximate coordinates of Lat 39.681756° Long -111.257404° for the purpose of storing a portable water storage tank to be used for coal exploration drilling. Licensee shall have no rights to use the Drill Site or the Property for any purpose except as described above. Owner reserves the right to terminate this Agreement if Licensee or any of Licensee's Agents use the Drill Site or the Property for purposes not authorized by this Agreement.

2. Reservation of Rights by Owner. The rights granted to Licensee herein are nonexclusive, and Owner specifically reserves all rights to the use of the Property, including without limitation the right to use access roads, to use the surface and subsurface of the Property, and to grant to others easements, licenses, permits and other rights in the Property; provided that such easements, licenses, and other rights may not unreasonably interfere with or obstruct Licensee's rights under this Agreement.

3. Termination. This Agreement and Licensee's rights hereunder will terminate on the earlier to occur of: (i) the date twelve (12) months after the Effective Date, (ii) completion of Licensee's operations at the Drill Site, and the reclamation of that Drill Site as required herein, or (iii) Licensee's decision (promptly communicated to Owner) that it will not drill the Hole; provided that Licensee's obligations under Sections 9, 10, 12, 15, 16 will continue until the all of such obligations are satisfied.

4. Condition of the Property; Release. Licensee accepts the Property and the Drill Site and all aspects thereof in "AS IS", "WHERE IS" condition, "WITH ALL FAULTS", without warranties, either express or implied, including but not limited to both latent and patent defects or conditions. Licensee hereby waives all warranties, express or implied, regarding the title, condition and use of the Drill Site. Licensee shall obtain any and all consents, approvals, permissions, and agreements to cross, encumber or encroach upon any easements/rights-of-way, or other rights or interests of others in or related to the Property and the Drill Site. Owner makes no representations or warranties regarding the existence or non-existence of any prior leases, rights-of-way, easements, permits, licenses and other instruments or agreements affecting the Property or the Drill Site, whether recorded or unrecorded. All operations of Licensee and Licensee's Agents shall be conducted at the sole risk, cost, and expense of Licensee. Licensee and Licensee's Agents, and their successors and assigns, shall enter upon the Drill Site at their sole risk and hazard, and do hereby release Owner from any claims relating to the condition of the Property or Drill Site and the entry upon or conduct of Licensee's operations on or related to the Property or the Drill Site.

5. Notification Upon Entry; Approval of Plan(s). (a) At least ten (10) business days prior to commencement of any operations on the Property or Drill Site, Licensee shall consult with Owner and provide Owner with a copy of the approved permit from the Utah Division of Oil, Gas and Mining, and a site plan map reflecting the location of all proposed activities. The written consent to the site plan shall be obtained from Owner prior to the commencement of Licensee's operations, which consent shall not be unreasonably withheld; provided Licensee's plan(s) and operations on the Property or Drill Site shall comply with the limitations, terms and conditions of this Agreement. The plan shall minimize any destruction of or disturbance to the Property.

(b) Licensee's activities shall be designed and implemented to maintain sufficient distance from any structures, facilities or water source on or under the Property to assure that the activities will have no adverse effects including, but not limited to, damage to quantity or quality of water.

(c) Licensee shall notify the Owner at least ten (10) business days prior to Licensee or Licensee's Agent's entry upon the Drill Site or the Property, and shall coordinate all

operations so that they are conducted in a manner compatible with the operations of Owner, Facilities Manager and others having a right to use the Property.

(d) Within 10 days after its becoming available, Licensee, at its sole expense, shall furnish Owner a complete report on the drilling of the Hole including, but not limited to, drilling logs, water levels, geologic information, testing, assays, chemical and BTU analysis, core analyses, engineering work, mineral resource calculations related to the Property, reports associated with the Property, and any other information applicable to the economic value of the Property obtained therefrom.

6. Fee to Enter Property. For the rights to use the Property as authorized herein, Licensee shall deliver a check in the amount of \$1,500.00 dollars prior to entering on the Property to conduct operations. The check shall be delivered to:

Steve Thompson
50 East North Temple
4th Floor – West Wing
Salt Lake City, Utah 84150

7. Gates. All gates will be kept closed at all times and when requested by Owner, will be kept locked to restrict unauthorized entry.

8. Operating Standards. Licensee agrees to comply with all applicable standards imposed by governmental authorities having jurisdiction over Licensee's activities, and to adhere to accepted "best practice" standards, customs, and usages in the industry; provided that in the event of any conflict between governmental standards, industry standards or standards set forth herein, the stricter standard shall apply. Licensee will obtain all such permits and permissions as may be required by such governmental entities and/or private parties, as the case may be. Licensee agrees at all times to keep the Property and the Drill Site in good order and repair and free of litter and debris. Any and all topsoil removed will be either stockpiled and reapplied, or replaced with equivalent topsoil upon completion of the work. No work shall be conducted on saturated ground. The site must be either dry or frozen when Licensee conducts operations on the Drill Site.

9. Damages. Licensee shall be strictly liable for and agrees to compensate Owner for personal injuries and loss or damage to the Property and any personal property situated thereon, including, without limitation, damage(s) to roads, fences, gates, buildings, structures, water sources, water wells, water storage ponds and reservoirs, water pipelines, trees and other vegetation, or other improvements on, or rights related to, the Property, whether or not owned by Owner, associated with Licensee's operations, or those performed on its behalf.

10. Reclamation. Whenever any portion of the Drill Site disturbed under this Agreement ceases to be used by Licensee, Licensee shall clean up the Drill Site and shall restore, re-contour and reseed the area after replacing the topsoil to the minimum specifications imposed by Owner. All reseeding shall be done with suitable grasses in usual and customary use in the area and selected by Owner. All clean-up and restoration requirements shall be completed by Licensee within forty-five (45) days after cessation of such use.

11. Dust Control and Fire Prevention. Lessee shall employ such dust control measures as shall be necessary so as not to interfere with Owner's or others' rights to reasonable enjoyment of the Property, or to constitute a nuisance to adjacent property owners. Licensee shall take all necessary steps to prevent and to promptly extinguish fires resulting from Licensee's operations or those conducted on its behalf.

12. Encumbrances. Licensee shall not take any action, or fail to take any action, that could result in encumbrances or liens of any kind or nature whatsoever to be asserted against the Property. The assertion of any lien or encumbrance shall require Licensee, within thirty (30) days after receipt of notice of the filing or recording of such lien or encumbrance, to either remove the same from the Property as an encumbrance or to provide a corporate security or other bond acceptable to Owner, to the benefit of Owner in the sum of at least twice the amount of such encumbrance or lien. Upon the provision of satisfactory surety as to such lien amount, Licensee may litigate and contest such lien fully. If at the end of thirty (30) days no surety has been provided, Owner may pay the lien or encumbrance, and Licensee shall immediately reimburse Owner for all funds expended, including, but not limited to, reasonable attorneys' fees and recording costs.

13. Structures, Improvements. It shall be Licensee's responsibility to identify the location of any and all structures, uses, special circumstances, rights, limitations and restrictions related to the Property. Owner makes no representations or warranties with respect thereto and Licensee will be solely responsible for all damage resulting from Licensee's operations.

14. Final Inspection. Licensee shall conduct a post operations inspection with Owner's representative to identify any damage, and to assure compliance with the terms of this Agreement.

15. Indemnification. Licensee hereby releases, indemnifies, and agrees to defend and hold harmless Owner, and any entity controlling, controlled by or under control with Owner ("Affiliates"), and its and their officers, directors, employees, managers, members, agents, consultants, successors, and assigns (such indemnified individuals and parties being collectively referred to herein as the "Indemnified Parties"), from and against any and all liens, encumbrances, costs, demands, claims, judgments, and/or damages, relating to personal injury or property damage (collectively "Claims"), caused by or arising out of (i) the acts and omissions of Licensee, Licensee's Agents or their successors or assigns (collectively, the "Licensee Parties"); (ii) the use of the Property or Drill Site by one or more of the Licensee Parties; and (iii) any work performed on the Property or Drill Site by one or more of the Licensee Parties. The terms and conditions of this provision shall remain effective after the expiration or termination of this Agreement, so long as the event giving rise to the indemnification occurred prior to such expiration or termination.

16. Duty to Provide Insurance. In addition to and not in limitation of any obligation to indemnify Owner under the provisions of this Agreement, Licensee shall, at its own expense, procure and maintain the following insurance coverage. Prior to commencement of any operations on the Property, Licensee shall provide certificates of insurance evidencing coverage in the following amounts:

(a) General Liability Insurance. General Liability insurance as follows: \$1,000,000 combined single limit per occurrence, personal injury (including death) and property damage, \$2,000,000 Aggregate, Broad Form Commercial General Liability (ISO 1993 or better), to include Products – Comp/OP, aggregate of \$1,000,000, limits to apply to each project individually.

(b) Worker's Compensation. Insurance adequate to fully satisfy Licensee's obligations under any applicable state or federal law.

(c) Automobile. Automobile liability coverage applying to bodily and property damage of not less than \$2,000,000 combined single limits.

(d) Umbrella Coverage. Excess or Umbrella Liability, inclusive of the above limits, with limits of not less than \$5,000,000 Combined Single Limit.

(e) Additional Terms and Provisions. All policies shall (a) be carried in a company or companies with a Bests' rating of no less than A-, IX , and (b) not be subject to cancellation or termination or downward revision of coverage without thirty (30) days prior written notice to Owner. Owner shall be named as additional insured on all policies of insurance (with the exception of Worker's Compensation coverage) and shall contain a waiver of subrogation in favor of Owner. The coverage shall contain no special limitations on the scope of protection afforded to the Owner as additional insured. All insurance acquired under this Insurance Section shall contain a provision for notice to Owner of any overdue or unpaid premium and fifteen (15) days' advance notice to Owner of any proposed cancellation. Each policy of insurance shall be written as an "occurrence" contract unless the policy is available only on a "claims made" basis. All policies of insurance shall remain in effect during the entire term of this Agreement; provided however that if any type of insurance required by this Insurance Section is written as a "claims made" contract, Licensee shall continue such contract after termination of this Permit for a period of five (5) years or for such longer period required by federal or state law, rule or regulation, or until final release of Lessee's environmental reclamation bonds required by any regulatory authority, whichever is the latest to occur. The insurance coverage required above shall not constitute a limitation on Licensee's obligation to indemnify the Indemnified Parties. Before entering onto the Property, Licensee shall provide Owner with a certificate of insurance evidencing compliance with the foregoing.

17. Default. In the event of the following: (i) a default by Licensee of its obligations stated herein; (ii) Owner has provided Licensee written notice of Licensee's default; and (iii) thirty (30) days have expired since Licensee received written notice from Owner regarding Licensee's default and Licensee has failed to cure its default within the prescribed thirty (30) day period, Owner, at its option, may: (a) pursue any remedy available at law or in equity; (b) pursue the remedy of specific performance or injunction; (c) seek declaratory relief; (d) pursue an action for damages for loss; and/or (e) terminate this Agreement.

18. Waiver. The failure of Owner to insist upon strict performance of any of the covenants or conditions of this Agreement in any one or more instances shall not be construed as a waiver or relinquishment for the future of any such covenants or conditions, but the same shall be and remain in full force and effect.

19. Notice. All notices and other communications provided for in this Agreement shall be in writing and shall be sufficient for all purposes if: (i) sent by fax to the fax number set forth below or at such other number as the respective Party may designate by notice as provided herein, and concurrently sent by 1st class U.S. mail, (ii) personally delivered, or (iii) sent by certified or registered U.S. mail, return receipt requested, postage prepaid, and addressed to the respective party at the address set forth below or at such other address as such party may hereafter designate by written notice to the other parties as herein provided. Email is not an approved means for giving notice hereunder.

If to Owner: Manti UT FM Group
Attn: Matt Christensen
295 South Main
Manti, UT 84642
Telephone: (435) 835-8887
Email: MattC@ldschurch.org

If to Licensee: Canyon Fuel Company, LLC
Attn: Wendell Koontz
225 North 5th Street, Suite 900
Grand Junction, CO 81501
Telephone: (970) 263-5152
Fax: (970) 263-5161
Email: wkoontz@bowieresources.com

Notice by mail shall be deemed effective and complete upon its actual receipt by the person to whom the notice is addressed.

20. Assignment. Licensee may not assign this Agreement, in whole or in part, without the prior written consent of Owner, which consent shall not be unreasonably withheld.

21. Non-Operational Activities. Licensee shall not permit any of Licensee's Agents to bring animals, explosive devices, weapons (of any form), alcoholic beverages or illegal drugs on the Property or to recreationally use horses, trail bikes, ATV's, or other such vehicles on the Property or Drill Site. Licensee shall advise Licensee's Agents of the foregoing restrictions before entering the Property or Drill Site and shall be responsible for any of Licensee's Agents' breach of this Agreement.

22. Miscellaneous Provisions. The Parties hereto agree to the following additional provisions:

22.1. No drilling by Licensee shall be performed during camp season, which extends from approximately June 1 through August 31.

22.2. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Utah.

22.3. No modification or variation of this Agreement shall be of any force or effect unless in writing executed by authorized representatives of both Parties.

22.4. It is expressly stipulated and agreed that time shall be of the essence in this Agreement.

22.5. Owner and Licensee each agree to pay and discharge all reasonable costs and expenses, including attorneys' fees that shall be made and incurred by the prevailing Party in enforcing this Agreement.

22.6. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof and the Agreement shall be construed in all respects as if such invalid provision were omitted.

22.7. The Parties hereto agree to execute such additional documents as may be necessary or desirable to carry out the intent of this Agreement.

22.8. The section headings used herein are for the convenience of the parties and shall not be deemed to modify or construe the meaning hereof. Definitions given anywhere in this Agreement apply throughout the Agreement.

22.9. The terms and provisions of this Agreement shall be binding on and inure to the benefit of the Parties, and their respective heirs, representatives, successors and assigns.

(Signatures Follow on Next Page)

Dated as of the day and year first above written.

CORPORATION OF THE PRESIDING
BISHOP OF THE CHURCH OF JESUS
CHRIST OF LATTER-DAY SAINTS

KSK By: Terry F. Rudd
Name (Print): Terry F. Rudd
Title: AUTHORIZED AGENT

CANYON FUEL COMPANY

By: Gene F. DiCicco
Name (Print): Gene F. DiCicco
Title: Chief Operating Officer

Acknowledgement of Owner

STATE OF UTAH)
 §
COUNTY OF SALT LAKE)

On this 30th day of September, 2014 personally appeared before me TERRY F. RUDD, personally known to me to be an Authorized Agent of the Corporation Of The Presiding Bishop Of The Church Of Jesus Christ Of Latter-Day Saints, who acknowledged before me that he signed the foregoing instrument as Authorized Agent for the Corporation Of The Presiding Bishop Of The Church Of Jesus Christ Of Latter-Day Saints, and that the seal impressed on the within instrument is the seal of said corporation; and that said instrument is the free and voluntary act of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of said corporation and that said corporation executed the same.

WITNESS my hand and official seal.

Lori Guerrero
NOTARY PUBLIC



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Acknowledgement of Licensee

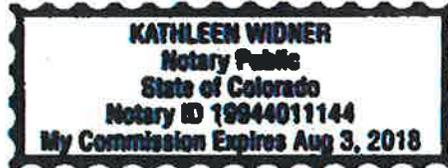
COLORADO
STATE OF UTAH)
)
COUNTY OF SALT LAKE)
)
MESA

On this 29th day of SEPTEMBER 2014, personally appeared before me GENE DeCLAUDIO whose identity is personally known to me and who by me duly sworn, did acknowledge before me that he signed the foregoing instrument as Authorized Agent for Canyon Fuel Company, and that the seal impressed on the within instrument is the seal of said corporation; and that said instrument is the free and voluntary act of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of said corporation and that said corporation executed the same.

WITNESS my hand and official seal.

Kathleen Widner

NOTARY PUBLIC



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EXHIBIT A

Attached to and make part of that certain

TEMPORARY SURFACE ACCESS AND LICENSE AGREEMENT

by and between Corporation Of The Presiding Bishop Of The Church Of Jesus Christ Of Latter-Day Saints and Canyon Fuel Company, dated Sept 30, 2014.

Legal Description of the Property.

Parcel 1

Tax Serial No: 21147X (part)

Beginning at the North quarter corner of Section 20, Township 13 South, Range 6 East, Salt Lake Base and Meridian; thence South 1°30' East 1803 feet, thence South 28°30' West 565 feet, thence South 18°30' West 535 feet, thence South 1°30' East 460 feet, thence South 36° East 425 feet, thence south 41°30' East 344.3 feet, thence South 1°30' East 160 feet, thence South 56°50' East 948 feet. thence South 78°35' East 655 feet, thence South 87°02' East 1237.50 feet to a point North 1°25' East 620 feet from the Southeast corner of Section 20, thence North 4660 feet, thence West 40 chains to the point of beginning. Excepting therefrom the Northeast quarter of the Northeast quarter of Section 20.

Acreage from county tax records: 246.33 acres

Oil, Gas and Mineral rights ownership: United States of America

Parcel 2

Tax Serial No: 21147X (part)

The Northeast quarter of the Northeast quarter of Section 20, Township 13 South, Range 6 East, Salt Lake Base and Meridian.

Acreage from county tax records: 40.00 acres

Oil, Gas and Mineral rights ownership: CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah Corporation sole as to an undivided 75%; CHARLES W. HENDEL, 3rd as to an undivided 4.875%; BAPCO URANIUM & OIL, INC, a Utah Corporation as to an undivided 3.125%; and J. HIRAM MOORE, LTD. as to an undivided 17%.

Parcel 3

Tax Serial No: 21148

The Northwest quarter; and the North half of the Southwest quarter of Section 21, Township 13 South, Range 6 East, Salt Lake Base and Meridian.

Acreage from county tax records: 240.00 acres

Oil, Gas and Mineral rights ownership: CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah Corporation sole as to an undivided 75%; CHARLES W. HENDEL, 3rd as to an undivided 4.875%; BAPCO URANIUM & OIL, INC, a Utah Corporation as to an undivided 3.125%; and J. HIRAM MOORE, LTD, as to an undivided 17%.

Parcel 4

Tax Serial No: 21149

The South half of the Southwest quarter of Section 21, Township 13 South, Range 6 East, Salt Lake Base and Meridian.

Acreage from county tax records: 80.00 acres

Oil, Gas and Mineral rights ownership: CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah Corporation sole as to an undivided 75%; CHARLES W. HENDEL, 3rd as to an undivided 4.875%; BAPCO URANIUM & OIL, INC, a Utah Corporation as to an undivided 3.125%; and J. HIRAM MOORE, LTD, as to an undivided 17%.

Parcel 5

Tax Serial No: 21150

The North half of the Northwest quarter of Section 28, Township 13 South, Range 6 East, Salt Lake Base and Meridian.

Acreage from county tax records: 80.00 acres

Oil, Gas and Mineral rights ownership: CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah Corporation sole as to an undivided 75%; CHARLES W. HENDEL, 3rd as to an undivided 4.875%; BAPCO URANIUM & OIL, INC, a Utah Corporation as to an undivided 3.125%; and J. HIRAM MOORE, LTD, as to an undivided 17%.

APPENDIX D

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

APPENDIX E

TEMPORARY WATER CHANGE
UTAH STATE ENGINEER

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

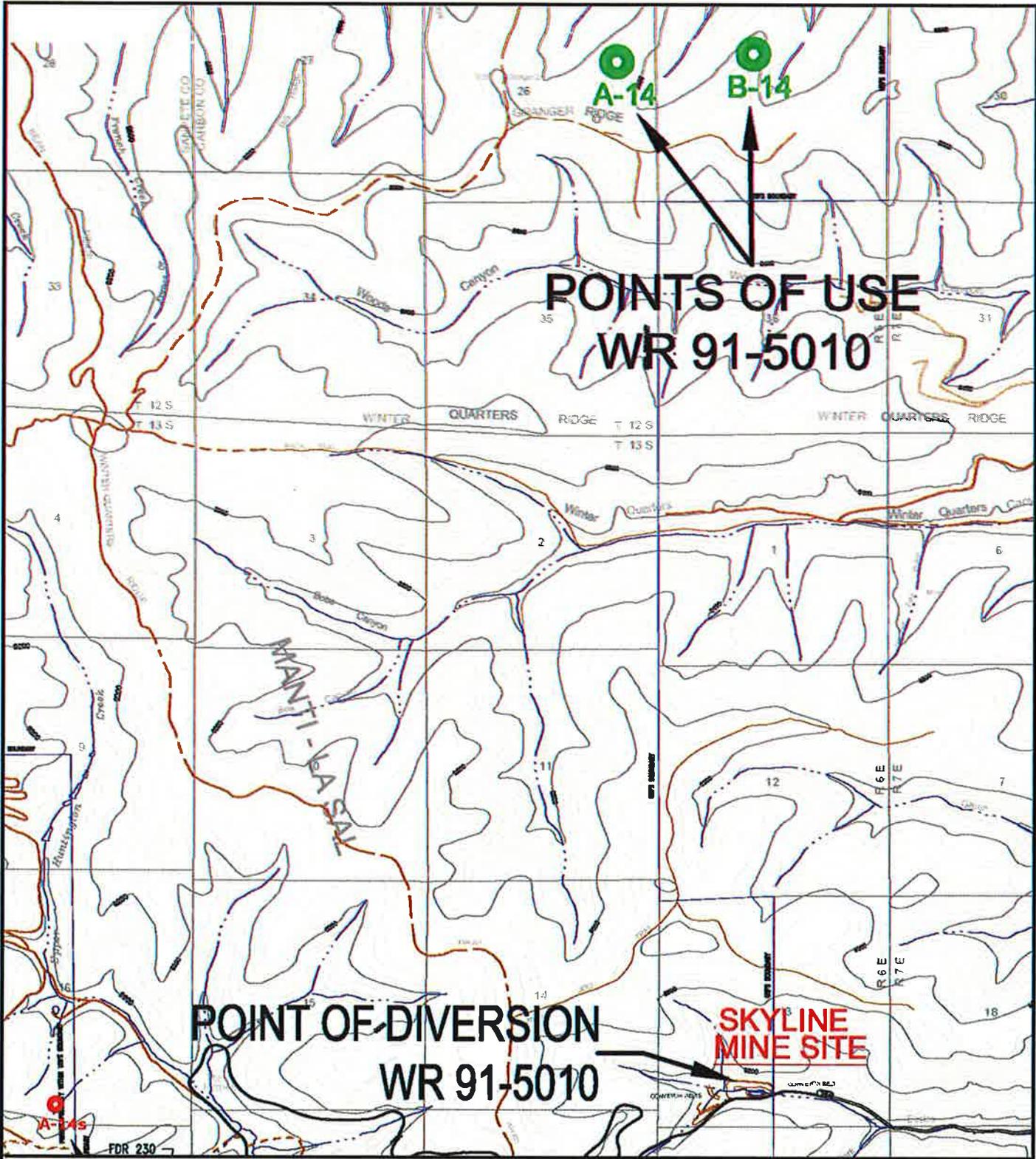
Two maps of the diversion and use area are attached.

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

Thank You



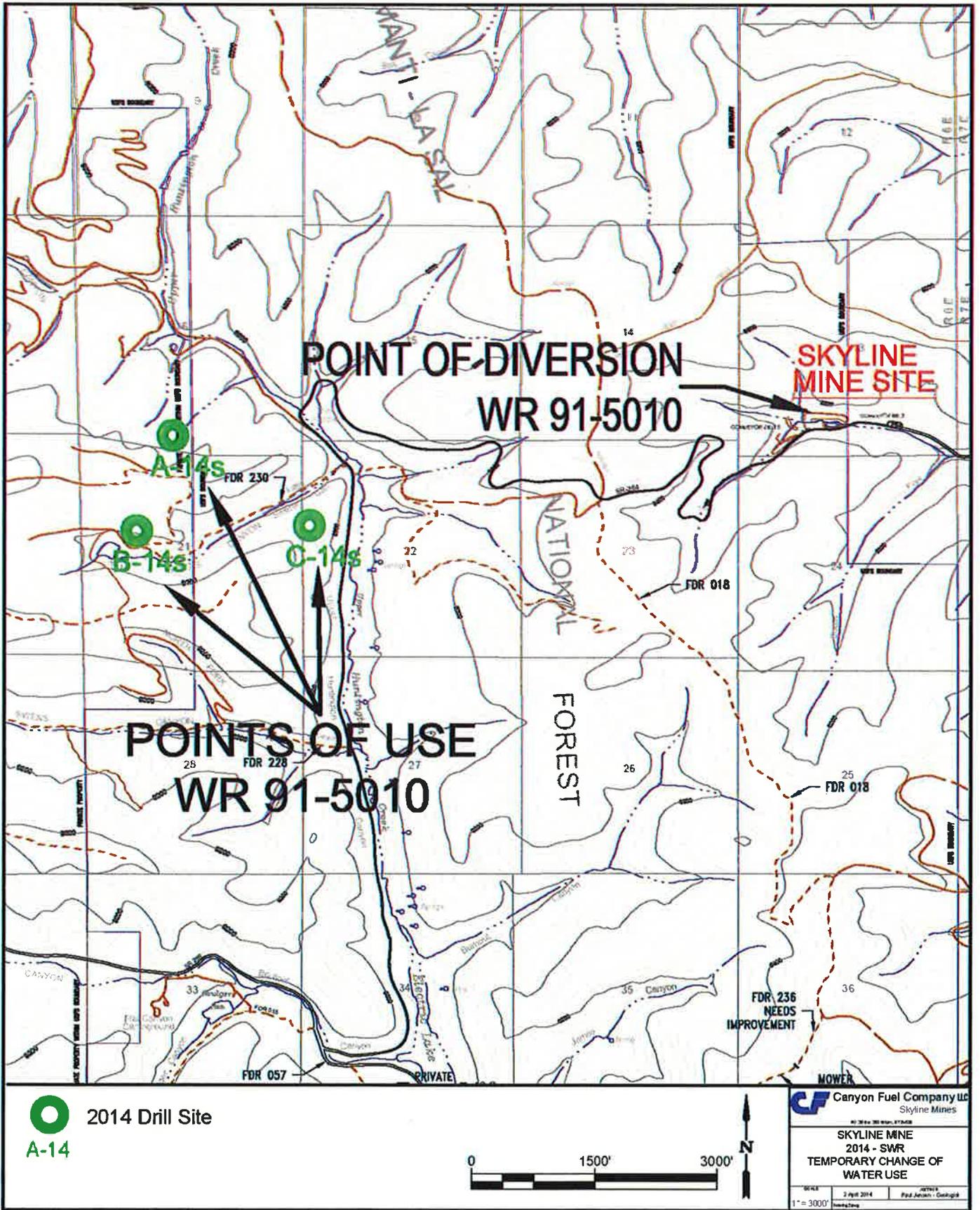
Paul Jensen
Geologist



 2014 Drill Site
A-14



 Canyon Fuel Company LLC
 Skyline Mines
 SKYLINE MINE
 2014 - NOG
 TEMPORARY CHANGE OF
 WATER USE
 DATE: 2 April 2014
 DRAWN BY: Paul Jensen - Design





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

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 S¼ 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.

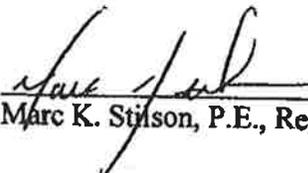
ORDER OF THE STATE ENGINEER
Temporary Change Application Number
91-5010 (139838)
Page 3

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.



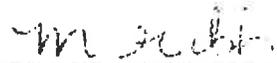
Marc K. Stilson, P.E., Regional Engineer

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 Suite 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