

FABIAN & CLENDENIN

A PROFESSIONAL CORPORATION  
ATTORNEYS AT LAW

TWELFTH FLOOR  
215 SOUTH STATE STREET  
P.O. BOX 510210  
SALT LAKE CITY, UTAH 84151  
TELEPHONE (801) 531-8900  
FACSIMILE (801) 596-2814

RECEIVED  
MAR 18 1994

GEORGE D. MELLING, JR.  
WARREN PATTEN  
M. BYRON FISHER  
STANFORD B. OWEN  
WILLIAM H. ADAMS  
ANTHONY L. RAMPTON  
PETER W. BILLINGS, JR.  
THOMAS CHRISTENSEN, JR.  
DENISE A. DRAGOO  
JAY B. BELL  
DANIEL W. ANDERSON  
GARY E. JUBBER  
ROSEMARY J. BELESS  
ANNA W. DRAKE  
W. CULLEN BATTLE  
KEVIN N. ANDERSON

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DOUGLAS B. CANNON  
DOUGLAS J. PAYNE  
ROBERT PALMER REES  
DIANE H. BANKS  
P. BRUCE BADGER  
JOHN (JACK) D. RAY  
KATHLEEN H. SWITZER  
CRAIG T. JACOBSEN  
BRUCE D. REEMSNYDER  
BROCK R. BELNAP  
DOUGLAS R. BREWER  
CRAIG E. HUGHES

OF COUNSEL  
PETER W. BILLINGS, SR.  
RALPH H. MILLER

NEVADA OFFICE  
KEVIN N. ANDERSON  
2835 SOUTH JONES BLVD., SUITE 5  
LAS VEGAS, NEVADA 89102  
TELEPHONE (702) 367-4545  
FACSIMILE (702) 252-5014

VIA FEDERAL EXPRESS

March 17, 1994

Mr. Robert H. Hagen  
Director  
Office of Surface Mining, Reclamation  
& Enforcement  
505 Marquette, N.W., Suite 1200  
Albuquerque, New Mexico 87102

*To Jim Carter  
for  
Coun for Signa Sure  
Bob Drago  
3/18/94*

Dear Director Hagen:

Enclosed for execution is the Escrow Agreement between Zions First National Bank, Sunnyside Coal Company, the Utah Division of Oil, Gas & Mining and the Office of Surface Mining Reclamation & Enforcement. We have incorporated the changes to the Escrow Agreement requested by Ms. Owen. Please execute the Escrow Agreement and return it to the Division in the enclosed Federal Express envelope. This Agreement will be signed in counterpart by Sunnyside Coal Company.

Thank you for your assistance in this matter.

Very truly yours,

Denise A. Drago  
Counsel for Sunnyside Coal Company

DAD:jmc:30883

Enclosures

cc: Robert M. Burnham  
DeAnn Owen, Esq.  
James M. Carter

RECEIVED  
MAR 21 1994  
DIV. OF OIL, GAS & MINING

ROUTED

HAND DELIVERED (3-21-94)

March 17, 1994

Mr. David VanWagoner, CCTS  
Second Vice President  
Corporate Trust Administrator  
ZIONS FIRST NATIONAL BANK  
Trust Department  
One South Main Street  
P.O. Box 30880  
Salt Lake City, Utah 84111

There are 2  
of these. One  
signature block  
on one is signed  
+ a diff. one on  
the other. Keep!  
Not Dups. both.

RE: Escrow Agreement

Dear Mr. VanWagoner:

This letter is intended to serve as an escrow agreement (the "Agreement") to provide Zions First National Bank ("Zions" or "Escrow Agent") with necessary instructions from Sunnyside Coal Company ("SCC"), the Utah Division of Oil, Gas & Mining (the "Division") and the federal Office of Surface Mining ("OSM") as Escrow Agent in connection with the sale of certain property as described in Exhibit "A" to the Deed of Reconveyance (the "Property") and secured by the Deed of Trust and Security Agreement dated March 9, 1989 by and between SCC as successor in interest to Trustor, South Eastern Utah Title Company, Trustee, and the Division, as Beneficiary.

#### I. CONDITIONS FOR DISBURSEMENT OF FUNDS

1. SCC has accepted an offer of Seven Hundred-Fifty Thousand Dollars (\$750,000.00) for the purchase of the Property (the "Purchase Price"). At closing, the net proceeds of the Purchase Price less taxes and closing costs in the amount of Six Hundred Thousand Dollars (\$600,000.00) will be deposited with Escrow Agent. At closing, SCC agrees to pay property taxes due on the Property.

Mr. David VanWagoner  
ZIONS FIRST NATIONAL BANK  
March 17, 1994  
Page 2

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2. Prior to closing, the Division agrees to submit to Zions a deed of reconveyance releasing the Property from the Deed of Trust and deliver the executed Deed of Reconveyance into escrow with Zions.

3. Upon deposit of the net proceeds of the Purchase Price with Zions, Escrow Agent agrees that it will issue a letter of credit to the Division and OSM in the amount of Six Hundred Thousand Dollars (\$600,000.00) in the form attached hereto.

4. Upon deposit of the net proceeds of the Purchase Price and issuance of the letters of credit to the Division, Escrow Agent agrees to release the Deed of Reconveyance to SCC.

## II. TERMINATION OF ESCROW WITHOUT DISBURSEMENT OF FUNDS.

In the event that the above-stated conditions are not met within 180 days of the date of execution of this Agreement, SCC shall terminate this Agreement by written notice to Zions and Zions shall return the funds and documents to the respective parties who delivered them to Zions. Zions shall not issue to the Division and OSM the above-referenced letter of credit and shall return the Deed of Reconveyance to the Division.

## III. INSTRUCTIONS

1. Zions Only a Depository. Zions acts hereunder as a depository only and is not responsible or liable for the sufficiency, correctness, genuineness or validity or any instrument deposited hereunder or with respect to the form or execution of the same or the identity, authority or rights of any person executing or depositing the same.

2. Notice of Default. Zions shall not be required to take or be bound by notice of any default by the undersigned or to take any action with respect to such default involving any expense or liability unless notice in writing of such default is given to an officer of Zions by the undersigned or any of them, and unless Zions is indemnified in a manner satisfactory to it against any such expense or liability.

3. Reliance Upon Depositor. Zions shall be protected in acting upon any notice, request, waiver, consent, receipt or other paper or document received from the undersigned and believed by Zions to be genuine.

4. Limitation of Liability. Zions shall not be liable for any error of judgment or any act done or step taken or omitted by it in good faith or for any mistake of fact or law or for anything which Zions may do or refrain from doing in connection herewith, except for its own willful misconduct.

5. Adverse Claims. In the event of an adverse claim or demand affecting the net proceeds of the Purchase Price, Zions may refuse to comply with such claim or demand and may refuse to deliver or dispose of the funds until the rights of the adverse claimants have been finally adjudicated in a court of competent jurisdiction or until all differences shall have been adjusted by agreement and Zions shall have been notified thereof in writing signed by all interested parties.

6. Authority for Agreement. Each party represents and warrants that it has full power and authority to enter into this Agreement and has taken all action necessary to carry out the transaction contemplated hereby so that when executed this Agreement constitutes a valid and binding obligation enforceable in accordance with its terms.

7. Compensation. The fees for the services of Zions under the terms of this Agreement are set forth below. Zions shall have a first lien on the Property and papers held by it hereunder for its compensation and any costs or expenses incurred.

a. In the event the fees due Zions remain unpaid for a period of one year, Zions shall have the right and is hereby authorized in its sole and absolute discretion to discontinue the escrow, terminate all ties hereunder, close all accounting or other records, obtain payment of its compensation, costs, liability or expense and destroy all documents, records and files or retain such items in a dormant account status subject to the escheat laws of the State of Utah.

b. Zions' fees shall be paid by SCC.

c. The fees of Zions shall be:

- i. Set-up and acceptance, \$500.00; and
- ii. Additional reasonable compensation for such other and further duties as may be required of Zions in the performance of this Agreement.

Mr. David VanWagoner  
ZIONS FIRST NATIONAL BANK  
March 17, 1994  
Page 4

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d. In addition to the escrow fee paid or agreed upon, the parties agree to pay Zions' costs and expenses, including a reasonable attorney fee, in the event of any dispute or litigation threatened or commenced which requires Zions to refer such matter to its attorneys. However, OSM will not be required to pay any such costs and expenses.

8. Integration. This instrument is the entire agreement of the parties hereto.

We appreciate Zions' continuing cooperation and assistance in this matter.

Very truly yours,

SUNNYSIDE COAL COMPANY  
Operations Office  
Highway 123  
P.O. Box 99  
Sunnyside, Utah 84539

Corporate Offices  
The Registry  
1113 Spruce Street  
Boulder, Colorado 80302

BY: \_\_\_\_\_

Its: \_\_\_\_\_

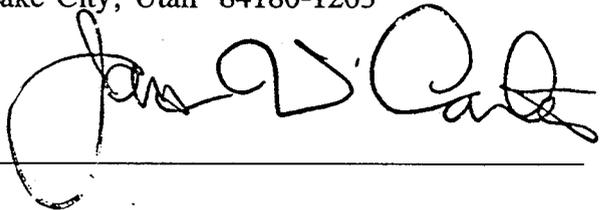
Mr. David VanWagoner  
ZIONS FIRST NATIONAL BANK  
March 17, 1994  
Page 5

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STATE OF UTAH  
DEPARTMENT OF NATURAL RESOURCES  
DIVISION OF OIL, GAS & MINING

3 Triad Center, Suite 350  
Salt Lake City, Utah 84180-1203

BY: \_\_\_\_\_



Its: DIRECTOR

OFFICE OF SURFACE MINING,  
RECLAMATION & ENFORCEMENT  
505 Marquette, N.W., Suite 1200  
Albuquerque, New Mexico 87102

BY: \_\_\_\_\_



Its: Field Office Director

The undersigned acknowledged receipt of the above-stated escrow instructions and agree to proceed in strict accordance therewith.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 1994.

ZIONS FIRST NATIONAL BANK

BY: \_\_\_\_\_

Its: \_\_\_\_\_

Letter of Credit No. \_\_\_\_\_

Date: \_\_\_\_\_

UTAH DIVISION OF OIL, GAS AND MINING  
3 Triad Center, Suite 350  
Salt Lake City, Utah 84180-1203

and

Office of Surface Mining  
Reclamation and Enforcement  
505 Marquette N.W., Suite 1200  
Albuquerque, New Mexico 87102

Ladies and Gentlemen:

1. Zions First National Bank ("Surety"), of Salt Lake City, Utah, hereby establishes this irrevocable letter of credit the "Letter of Credit") in favor of the Utah Division of Oil, Gas and Mining ("Division") for itself and for the Office of Surface Mining, Reclamation and Enforcement ("OSM") (collectively, the "Beneficiaries") for an aggregate amount not to exceed \$600,000 in United States dollars ("Face Amount") effective immediately.
2. This Letter of Credit will expire upon the first event set forth as follows: (a) 5:00 o'clock p.m. (Salt Lake City time) on \_\_\_\_\_, 1994 or (b) the date upon which sufficient documents are executed by the Division and OSM to release Sunnyside Coal Company ("Operator") from further liability for reclamation of the Sunnyside Coal Mine, ACT/007/007 with notice to Bank or Surety by the Division and OSM accompanied by the original Letter of Credit with directions for cancellation.
3. This Letter of Credit will be automatically extended for successive periods of one year from the current or any future expiration date unless the Surety gives

notice to the Division 90 days prior to the expiration date that the Surety elects not to renew the Letter of Credit. Upon receipt by you of such notice, you may draw on us at sight for the amount of this Letter of Credit beginning 30 days or less prior to the then applicable expiration date, accompanied by a statement signed by the Division Director and OSM, certifying that the amount of the drawing represents funds due the Division and OSM because the permittee has failed to replace this Letter of Credit with other suitable bond pursuant to R645-301-860.220 and R645-301-870.

4. Funds under the Letter of Credit are available against the Division's sight draft, in the form of Exhibit A, specifying Letter of Credit No. \_\_\_\_\_ delivered to the office of the Surety, \_\_\_\_\_ (address). At the Division's and OSM's sole election, the Division and OSM may present sight drafts for less than the Face Amount so long as the aggregate amount of all sight drafts does not exceed the Face Amount. Each draft must be accompanied by a certificate in the form of Exhibit B, signed by a duly authorized representative of the Division and OSM.

5. If the Surety receives the Division's and OSM's sight draft(s) and certificate(s) as provided in Paragraph No. 4 above on or before the expiration or termination of this Letter of Credit, the Surety will make such amount as the Division and OSM may specify, within the limits of the second sentence of Paragraph No. 4 of this Letter of Credit, available to the Division and OSM no later than the close of business, Salt Lake City time, on the second business day following the Surety's receipt of the sight draft and certificate and in such a manner as the Division and OSM may specify.

6. The Surety will give prompt notice to the Operator, the Division Director and OSM of any notice received or action filed alleging the insolvency or

bankruptcy of the Surety, or alleging any violations of regulatory requirements which could result in suspension or revocation of the Surety's charter or license to do business.

7. The Letter of Credit will be governed by the laws of the State of Utah and shall be subject to the Uniform Customs and Practice for Documentary Credit, 1983 revision, international Chamber of Commerce Publication no. 400, as the same may be amended and in effect from time to time ("UCP"). In the event of a conflict between Utah law and the UCP, Utah law shall govern.

8. All communications regarding this Letter of Credit will be addressed to the Surety \_\_\_\_\_ (Address), referencing Letter of Credit No. \_\_\_\_\_/.

Very truly yours,

Zions First National Bank  
The Surety

By: \_\_\_\_\_

(Name typed or printed)

\_\_\_\_\_  
(Authorized Signature)

Title: \_\_\_\_\_

EXHIBIT A - SIGHT DRAFT

to  
Letter of Credit Number \_\_\_\_\_

\_\_\_\_\_ Salt Lake City Salt Lake County \_\_\_\_\_  
Date City, County Letter of Credit No.

PAY TO THE ORDER OF: Utah Division of Oil, Gas and Mining, and the Office of  
Surface Mining, Reclamation and Enforcement, jointly

Six Hundred Thousand Dollars - - - - - \$600,000

TO: Zions First National Bank  
Trust Department  
One South Main Street  
Salt Lake City, Utah 84130-0880

Utah Division of Oil, Gas and Mining  
3 Triad Center, Suite 350  
Salt Lake City, Utah 84180-1203

By: \_\_\_\_\_  
Authorized Signature

U.S. Department of the Interior, Office of  
Surface Mining Reclamation &  
Enforcement  
505 Marquette, N.W., Suite 1200  
Albuquerque, New Mexico 87102

By: \_\_\_\_\_  
Authorized Signature

EXHIBIT B  
to  
Letter of Credit Number \_\_\_\_\_

I, \_\_\_\_\_ a duly authorized representative of the Utah Division of Oil, Gas and Mining and federal Office of Surface Mining Reclamation & Enforcement hereby certify that (1) the drawing in the amount of \$\_\_\_\_\_, by sight draft accompanying this certificate, under Letter of Credit No. \_\_\_\_\_ dated \_\_\_\_\_ issued by you is permitted under the provision of the Letter of Credit, (2) the Letter of Credit has neither expired nor terminated pursuant to its terms, (3) the amount of the sight draft, together with any amounts previously drawn under the Letter of Credit, does not exceed the Face Amount, and (4) the Utah Division of Oil, Gas and Mining, has entered a notice of forfeiture, ordering forfeiture of the Reclamation Contract number \_\_\_\_\_, in accordance with R.645-301-880.900. Proceeds of this drawing will be utilized in full to pay the expenses relating to the reclamation liability for the \_\_\_\_\_ (mine), \_\_\_\_\_ (mine permit #).

Utah Division of Oil, Gas and Mining

By: \_\_\_\_\_  
Authorized Signature

Date: \_\_\_\_\_

U.S. Department of the Interior, Office of  
Surface Mining Reclamation &  
Enforcement

By: \_\_\_\_\_  
Authorized Signature

Date: \_\_\_\_\_

**HAND DELIVERED**

March 17, 1994

Mr. David Van Wagoner, CCTS (3-31-94)  
Second Vice President  
Corporate Trust Administrator  
ZIONS FIRST NATIONAL BANK  
Trust Department  
One South Main Street  
P.O. Box 30880  
Salt Lake City, Utah 84111

RE: Escrow Agreement

Dear Mr. Van Wagoner:

This letter is intended to serve as an escrow agreement (the "Agreement") to provide Zions First National Bank ("Zions" or "Escrow Agent") with necessary instructions from Sunnyside Coal Company ("SCC"), the Utah Division of Oil, Gas & Mining (the "Division") and the federal Office of Surface Mining ("OSM") as Escrow Agent in connection with the sale of certain property as described in Exhibit "A" to the Deed of Reconveyance (the "Property") and secured by the Deed of Trust and Security Agreement dated March 9, 1989 by and between SCC as successor in interest to Trustor, South Eastern Utah Title Company, Trustee, and the Division, as Beneficiary.

**I. CONDITIONS FOR DISBURSEMENT OF FUNDS**

1. SCC has accepted an offer of Seven Hundred Fifty Thousand Dollars (\$750,000.00) for the purchase of the Property (the "Purchase Price"). At closing, the net proceeds of the Purchase Price less taxes and closing costs in the amount of Six Hundred Thousand Dollars (\$600,000.00) will be deposited with Escrow Agent. At closing, SCC agrees to pay property taxes due on the Property.

Mr. David VanWagoner  
ZIONS FIRST NATIONAL BANK  
March 17, 1994  
Page 2

2. Prior to closing, the Division agrees to submit to Zions a deed of reconveyance releasing the Property from the Deed of Trust and deliver the executed Deed of Reconveyance into escrow with Zions.

3. Upon deposit of the net proceeds of the Purchase Price with Zions, Escrow Agent agrees that it will issue a letter of credit to the Division and OSM in the amount of Six Hundred Thousand Dollars (\$600,000.00) in the form attached hereto.

4. Upon deposit of the net proceeds of the Purchase Price and issuance of the letters of credit to the Division, Escrow Agent agrees to release the Deed of Reconveyance to SCC.

## **II. TERMINATION OF ESCROW WITHOUT DISBURSEMENT OF FUNDS**

In the event that the above-stated conditions are not met within 180 days of the date of execution of this Agreement, SCC shall terminate this Agreement by written notice to Zions and Zions shall return the funds and documents to the respective parties who delivered them to Zions. Zions shall not issue to the Division and OSM the above-referenced letter of credit and shall return the Deed of Reconveyance to the Division.

## **III. INSTRUCTIONS**

1. **Zions Only a Depository.** Zions acts hereunder as a depository only and is not responsible or liable for the sufficiency, correctness, genuineness or validity or any instrument deposited hereunder or with respect to the form or execution of the same or the identity, authority or rights or any person executing or depositing the same.

2. **Notice of Default.** Zions shall not be required to take or be bound by notice of any default by the undersigned or to take any action with respect to such default involving any expense or liability unless notice in writing of such default is given to an officer of Zions by the undersigned or any of them, and unless Zions is indemnified in a manner satisfactory to it against any such expense or liability.

3. **Reliance Upon Depositor.** Zions shall be protected in acting upon any notice, request, waiver, consent, receipt or other paper or document received from the undersigned and believed by Zions to be genuine.

4. **Limitation of Liability.** Zions shall not be liable for any error of judgment or any act done or step taken or omitted by it in good faith or for any mistake of fact or law or for anything which Zions may do or refrain from doing in connection herewith, except for its own willful misconduct.

5. **Adverse Claims.** In the event of an adverse claim or demand affecting the net proceeds of the Bond Amount, Zions may refuse to comply with such claim or demand and may refuse to deliver or dispose of the Escrow Property until the rights of the adverse claimants have been finally adjudicated in a court of competent jurisdiction or until all differences shall have been adjusted by agreement and Zions shall have been notified thereof in writing signed by all interested persons.

6. **Authority for Agreement.** Each party represents and warrants that it has full corporate power and authority to enter into this Escrow Agreement and has taken all corporate action necessary to carry out the transaction contemplated hereby so that when executed this Agreement constitutes a valid and binding obligation enforceable in accordance with its terms.

7. **Compensation.** The fees for the services of Zions under the terms of this Agreement are set forth below. Zions shall have a first lien on the property and papers held by it hereunder for its compensation and any costs or expense incurred.

a. In the event the fees due Zions remain unpaid for a period of one year, Zions shall have the right and is hereby authorized in its sole and absolute discretion to discontinue the escrow, terminate all ties hereunder, close all accounting or other records, obtain payment of its compensation, costs, liability or expense and destroy all documents, records and files or retain such items in a dormant account status subject to the escheat laws of the State of Utah.

b. Zions' fees shall be paid by Seller.

c. The fees of Zions shall be:

i. Set-up and acceptance fee \$500.

ii. Additional reasonable compensation for such other and further duties as may be required of Zions in the performance of this Agreement.

Mr. David VanWagoner  
ZIONS FIRST NATIONAL BANK  
March 17, 1994  
Page 4

d. In addition to the escrow fee paid or agreed upon, the parties agree to pay the Zions' costs and expenses, including reasonable attorneys fees, in the event of any dispute or litigation threatened or commenced which requires Zions to refer such matters to its attorneys. However, OSM will not be required to pay any such costs and expenses.

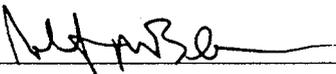
8. **Integration.** This instrument is the entire agreement of the parties hereto.

We appreciate Zions' continuing cooperation and assistance in this matter.

Very truly yours,

SUNNYSIDE COAL COMPANY  
Operations Office  
Highway 123  
P.O. Box 99  
Sunnyside, Utah 84539

Corporate Offices  
The Registry  
1113 Spruce Street  
Boulder, Colorado 80302

By: 

Its: PRESIDENT

Mr. David VanWagoner  
ZIONS FIRST NATIONAL BANK  
March 17, 1994  
Page 5 \_\_\_\_\_

STATE OF UTAH  
DEPARTMENT OF NATURAL RESOURCES  
DIVISION OF OIL, GAS & MINING  
3 Triad Center, Suite 350  
Salt Lake City, Utah 84180-1203

By: \_\_\_\_\_

Its: \_\_\_\_\_

OFFICE OF SURFACE MINING,  
RECLAMATION & ENFORCEMENT  
505 Marquette, N.W., Suite 1200  
Albuquerque, New Mexico 87102

By: \_\_\_\_\_

Its: \_\_\_\_\_

The undersigned acknowledges receipt of the within escrow instructions and agrees to proceed in strict accordance therewith.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 1994.

ZIONS FIRST NATIONAL BANK

By \_\_\_\_\_

Its: \_\_\_\_\_



State of Utah  
DEPARTMENT OF NATURAL RESOURCES  
DIVISION OF OIL, GAS AND MINING

Michael O. Leavitt  
Governor  
Ted Stewart  
Executive Director  
James W. Carter  
Division Director

355 West North Temple  
3 Triad Center, Suite 350  
Salt Lake City, Utah 84180-1203  
801-538-5340  
801-359-3940 (Fax)  
801-538-5319 (TDD)

March 21, 1994

*FAXED 3-21-94*

South Eastern Utah Title Company  
175 East 100 South  
Price, Utah 84501

Dear Sirs:

Enclosed please find an executed Request for Partial Reconveyance and a Partial Reconveyance form. Please execute the Partial Reconveyance but do not record it.

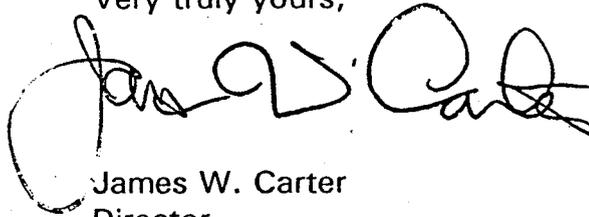
Instead, please mail the executed Request for Partial Reconveyance and the executed Partial Reconveyance into escrow at:

Mr. David VanWagoner, CCTS  
Zions First National Bank  
Trust Department  
P.O. Box 30880  
Salt Lake City, Utah 84111

If you have any questions with regard to these instructions, please contact me.

Thank you in advance for your assistance.

Very truly yours,



James W. Carter  
Director

jbe  
Enclosures  
cc/enc: D. Dragoo  
D. Van Wagoner  
H:SOUTHEAS.REC





EXHIBIT A1. REAL PROPERTYTownship 13 South, Range 13, East SLEM.

- . Section 31: NE1/4SE1/4,  
EXCEPTING therefrom all oil, gas and other  
minerals.
- . Section 36: All,  
EXCEPTING therefrom all coal and other  
minerals.

Township 14 South, Range 13 East, SLEM.

- . Section 1: NE1/4NE1/4 (Lot 1),  
EXCEPTING therefrom all coal and other  
minerals.
- . Section 2: All,  
EXCEPTING therefrom all coal and other  
minerals.
- . Section 12: All,  
EXCEPTING therefrom all coal and other  
minerals.

Township 14 South, Range 14 East, SLEM.

- . Section 6: Lots 1, 2, 3, 4, 5 and 7; S1/2NE1/4;  
SE1/4NW1/4; SE1/4SE1/4; W1/2SE1/4;  
SE1/4SW1/4.
- . Section 7: Lots 1 and 2; E1/2NW1/4; SW1/4NE1/4;  
SE1/4SE1/4; W1/2SE1/4; E1/2SW1/4.
- . Section 8: SE1/4SE1/4,  
EXCEPTING therefrom all coal and other  
minerals.
- . Section 9: W1/2; W1/2E1/2; E1/2SE1/4; SE1/4NE1/4,  
EXCEPTING therefrom all coal and other  
minerals.
- . Section 17: NE1/4; SE1/4NW1/4; S1/2SE1/4.  
SW1/4, less the surface only of the following  
described portion thereof:

BEGINNING at a point on the West Right-of-Way line of an existing roadway in Whitmore Canyon, said point being 872.20 feet East and 755.80 feet North from the Southwest Corner of said Section 17, and running thence S 80°00' W 240.00 feet; thence N 15°20' W 147.96 feet; thence N 11°00' E 200.55 feet; thence N 74°40' E 150.00 feet; thence S 15° 20' E along

said road Right-of-Way line 350.00 feet  
to the point of beginning.

- . Section 18: Lots 2, 3 and 4; E1/2SW1/4; E1/2.
- . Section 19: All.
- . Section 20: All.
- . Section 21: E1/2,  
EXCEPTING therefrom all coal.  
W1/2.
- . Section 22: All,  
EXCEPTING therefrom all coal.
- . Section 23: W1/2; SE1/4; SW1/4NE1/4,  
EXCEPTING therefrom all coal.  
N1/2NE1/4; SE1/4NE1/4.
- . Section 24: E1/2NE1/4,  
EXCEPTING therefrom all coal, petroleum, gas  
nitrogen and phosphate.  
SW1/4NW1/4; E1/2SE1/4,  
EXCEPTING therefrom all coal.  
NW1/4NW1/4; E1/2NW1/4; SW1/4NE1/4; W1/2SE1/4;  
E1/2SW1/4; SW1/4SW1/4.
- . Section 25: W1/2NE1/4; NE1/4NW1/4; S1/2NW1/4; W1/2SE1/4;  
SW1/4,  
EXCEPTING therefrom all coal.  
E1/2NE1/4; E1/2SE1/4,
- . Section 26: All,  
EXCEPTING therefrom all coal.
- . Section 27: All,  
EXCEPTING therefrom all coal.
- . Section 28: All.
- . Section 29: All.
- . Section 30: SE1/4NW1/4; NE1/4SE1/4; S1/2SE1/4,  
EXCEPTING therefrom all coal.  
NE1/4; NE1/4NW1/4; NW1/4SE1/4.
- . Section 31: NW1/4NE1/4,  
EXCEPTING therefrom all coal.  
Lot 4, LESS the portion thereof within  
Ridgeway Subdivision; NE1/4NE1/4; S1/2NE1/4;  
SE1/4; SE1/4SW1/4.
- . Section 32: All.
- . Section 33: All.
- . Section 34: E1/2,  
EXCEPTING therefrom all coal.  
W1/2.
- . Section 35: All,  
EXCEPTING therefrom all coal.
- . Section 36: W1/2; S1/2NE1/4; W1/2SE1/4,  
EXCEPTING therefrom all coal.  
N1/2NE1/4; E1/2SE1/4.

Township 14 South, Range 15 EAST, 51EM.

Section 19: W1/2SW1/4; SE1/4SW1/4.  
Section 30: W1/2.  
Section 31: NW1/4SW1/4,  
EXCEPTING therefrom all coal and other minerals.  
NW1/4.

Township 15 South, Range 14 East, S18M.

- . Section 1: Lots 3 and 4; SW1/4NE1/4; SW1/4SW1/4,  
EXCEPTING therefrom all coal.
- . Section 2: Lots 1 and 2; SE1/4NE1/4; E1/2SE1/4.  
All,  
EXCEPTING therefrom all coal.
- . Section 3: E1/2,  
EXCEPTING therefrom all coal.  
W1/2.
- . Section 4: All.
- . Section 5: All.  
EXCEPTING therefrom the portion thereof which  
is within Sunnyside No. 1 Plat and State  
Highway No. 123.
- . Section 6: Lots 1, 2, 3, 4, 5 and 7; S1/2NE1/4;  
SE1/4NW1/4; SE1/4; E1/2SW1/4

EXCEPTING therefrom the following described  
portions thereof labelled (a) through (j):

- a) The following subdivisions:
  - . Sunnyside Subdivision - Plat "A".
  - . Sunnyside Subdivision - Plat "A" (Revised).
  - . Sunnyside Subdivision - Plat "B".
  - . Sunnyside Subdivision - Plat "C".
  - . Sunnyside No. 1 Plat.
  - . Sunnyside No. 2 Plat.

Sunnyside No. 2 Plat (Revised).  
Ridgeway Subdivision.

- b) Beginning at the SW Corner of Lot 19, Block 7, SUNNYDALE, Amended Plat, according to the official plat thereof, and running thence N 1°08' W 100 feet to the NW corner of said Lot 19; thence 50.0 feet in an E'ly direction along the arc of a curve to the right whose radius is 377.18 feet; thence N 160.0 feet; thence W 770.0 feet; thence S 540.77 feet; thence E 399.53 feet to the NE corner of Lot 26, Block 4, SUNNYDALE; thence S 48°32'55" E 100.0 feet to the SE corner of said Lot 26; thence 49.38 feet in an E'ly direction along the arc of a curve to the left whose radius is 615.00 feet; thence 251.69 feet in an E'ly direction along the arc of a curve to the right whose radius is 277.18 feet (which curve is the N side of Edgahill Drive) to the point of beginning (Carbon County School District).
- c) Beginning at a point 2222 feet S and 1214 feet W of the NE corner of said Section 6, said point also lying on the S'ly r/w line of State Highway 123, and running thence S 18°00' E 59 feet; thence S 72°00' W 84 feet; thence N 18°00' W 50 feet to said highway r/w line; thence N 72°00' E along said r/w 84 feet to the point of beginning.
- d) Beginning at a point on the W line of said SW1/4NW1/4 of said Section 6, 261 feet N of the SW corner thereof, which point is the SE corner of that certain tract conveyed to Carbon County School District by Deed from Kaiser Steel Corporation dated November 8, 1957, and filed for record November 15, 1957, in the office of the Recorder of Carbon County and of record in Book 51 at pages 65, et seq., Official Records of said county, running thence along the E-line of said tract N 3°31' W 331.3 feet to the true point of beginning of the tract herein conveyed, which point is also the SW corner of this tract; thence continuing along the E line of the aforementioned school tract N 3°31' W 157.2 feet; thence N 72°35' E 222.5 feet, more

or less, to a point on the W'ly boundary line of an existing road known as Valley View; thence along the W'ly boundary of said existing road S 18°07' E 150 feet; thence S 72°35' W 271.4 feet, more or less, to the point of beginning, containing 0.85 acres, more or less. (Church of Jesus Christ of Latter-day Saints).

- e) Utah State Highway No 123.
- f) Beginning at a point which is South 2605.18 feet and West 1102.67 feet of the Northeast corner of Section 6, Township 15 South, Range 14 East, Salt Lake Base and Meridian; thence S 71°14' W 150.00 feet; thence S 18°46' E 150.00 feet; thence N 71°14' E 150.00 feet; thence N 18°46' W 150.00 feet to the point of beginning.
- g) Beginning at the East one quarter corner of Section 6, Township 15 South, Range 14 East, Salt Lake Base and Meridian and running thence S 0°13'39" W, 1818.48 feet along the east section line of Section 6 to the south right of way line of an existing railroad track; thence northwesterly along a curve to the right with a radius of 450.00 feet, through an angle of 83°37'47", for a distance of 656.83 feet having a chord that bears N 40°27'18" W, 600.05 feet; thence N 1°21'36" E, 68.00 feet along the westerly right of way line of an existing railroad track; thence S 57°11'02" W, 338.86 feet to an existing 5/8 inch rebar; thence S 66°15'45" W, 220.17 feet to an existing 5/8 inch rebar; thence S 86°11'30" W, 261.34 feet to a metal fence post; thence N 4°41'13" W, 264.09 feet to a roof bolt on the west side of a gate in a fence line; thence N 10°54'48" W, 189.49 feet to a metal fence post; thence N 0°39'10" W, 254.39 feet to a metal fence post; thence N 10°09'48" W, 315.48 feet to a metal fence post; thence N 6°32'57" W, 232.70 feet to a roof bolt in an existing fence line; thence N 6°32'57" W, 65.24 feet to the south right of way line of a Denver and Rio Grande Railroad as described in a certain deed

dated July 29, 1912; thence N 71°27'00" E, 1209.07 feet along the south line of a 50 foot wide right of way for the Denver and Rio Grande Railroad; thence northeasterly along a curve to the left with a radius of 979.93 feet, through an angle of 9°19'48", for a distance of 159.57 feet, having a chord that bears N 66°47'06" E, 159.40 feet to the east line of said Section 6; thence S 0°13'39" W, 174.12 feet along the east line of Section 6, to the point of beginning; and

h) Beginning at the southeast corner of Section 6, Township 15 South, Range 14 East, Salt Lake Base and Meridian which is a brass cap; and running thence N 89°57'59" W, 2646.97 feet along the south line of said Section 6 to the south quarter corner of said Section 6; thence S 89°27'59" W, 1321.87 feet along the south line of said Section 6 to the southwest corner of the SE1/4SW1/4 of said Section 6; thence N 59°40'32" E, 666.58 feet to a metal fence post; thence N 44°13'50" E, 430.53 feet to a roof bolt; thence N 59°09'24" E, 167.86 feet to a metal fence post; thence N 63°51'14" E, 188.19 feet to a metal fence post; thence N 60°15'43" E, 335.60 feet to a metal fence post; thence N 21°00'31" W, 34.15 feet to an east brace post in a barbed wire fence; thence N 81°18'59" E, 1270.98 feet along an existing fence line to a roof bolt; thence N 36°40'17" E, 152.88 feet along a fence line to a roof bolt; thence S 4°41'13" E, 264.09 feet to a metal fence post; thence N 86°11'30" E, 261.34 feet to an existing 5/8 inch rebar; thence N 66°15'45" E, 220.17 feet to an existing rebar; thence N 57°11'02" E, 338.86 feet to the west right of way line of an existing railroad right of way; thence S 1°21'36" W, 68.00 feet along the westerly right of way line of an existing railroad track; thence southeasterly along a curve to the left with a radius of 450.00 feet, through an angle of 83°37'47", for a distance of 656.33 feet having a chord that bears S 40°27'18" E, 600.05 feet to a point on the east line of said Section 6; thence

S 0°13'39" W, 818.01 feet along the section line to the point of beginning.

- i) Beginning at the SW corner of the SE 1/4 SW 1/4 of Section 6, T15S, R14E, S1EM, which is a brass cap and running thence N 59 deg. 40'32" E 666.58 feet to a metal fence post; thence N 44 deg. 13'50" E 430.53 feet to a roof bolt; thence N 59 deg. 09'24" E 167.86 feet to a metal fence post; thence N 63 deg. 51'14" E 188.19 feet to a metal fence post; thence N 60 deg. 15'43" E 135.60 feet to a metal fence post; thence N 21 deg. 00'31" W 34.5 feet to an east brace post in a barbed wire fence; thence N 81 deg. 18'59" E 1270.98 feet along an existing fence line to a roof bolt; thence N 36 deg. 40'17" E 152.88 feet along a fence line to a roof bolt; thence N 10 deg. 54'48" W 189.49 feet to a metal fence post; thence N 0 deg. 39' 10" W 254.39 feet to a metal fence post; thence N 10 deg. 09'48" W 315.48 feet to a metal fence post; thence N 6 deg. 32'57" W 232.70 feet to a roof bolt in an existing fence line; thence N 6 deg. 32'57" W 65.24 feet to the south right of way line of a Denver and Rio Grande Railroad as described in a certain deed dated July 29, 1912; thence S 71 deg. 27'00" W 2811.72 feet along the south line of a 50 foot wide right of way for the Denver and Rio Grande Railroad; thence S 0 deg. 50'04" W 153.50 feet to the NW corner of the SE 1/4 SW 1/4 of said Section 6; thence S 0 deg. 50'04" W 1326.02 feet along the west line of the SE 1/4 SW 1/4 of said Section 6 to the point of beginning;
- j) Beginning at the West one quarter corner of Section 6, Township 15 south, Range 14 East, Salt Lake Base and Meridian; thence North 0°18'05" East for a distance of 262.68 feet, thence North 89°05'55" East for a distance of 75.0 feet, thence South 0°18'05" West for a distance of 262.68 feet, thence South 89°05'55" West for a distance of 75.0 feet to the beginning.

Also, beginning at the NE corner of Lot 6, and running thence S 50 feet; thence N 89° 57' W 133.7 feet; thence S 69° 30' W 397.1 feet; thence S 46° 37' W 800 feet, more or less, to the intersection with the range line between Ranges 13 East and 14 East; thence N 0° 16' E along said range line 578 feet, more or less, to an intersection with the S'ly r/w line of Utah State Highway No. U-123, said point being on the arc of a 1096.3 feet radius curve to the right; thence NE'ly 754.3 feet around the arc of said curve and along said r/w to an intersection with the E-W quarter section line of said Section 6; thence S 89° 57' E 613 feet, more or less, along said quarter section line to the point of beginning, and containing 8.2 acres, more or less.

All minerals lying below a depth of more than 500 feet below the surface of the following described tract:

- Beginning at a point 2222 feet S and 1214 feet W of the NE corner of Section 6, said point also lying on the S'ly r/w line of State Highway 123, and running thence S 18° 00' E 59 feet; thence S 72° 00' W 84 feet; thence N 18° 00' W 50 feet to said highway r/w line; thence N 72° 00' E along said r/w 84 feet to the point of beginning.

EX A., P. 9

- Section 8: Lots 3 and 4,  
EXCEPTING therefrom all coal and other minerals.  
Lots 1 and 2; SE1/4NE1/4; NE1/4SE1/4;  
S1/2SE1/4.
- Section 9: All.
- Section 10: NE1/4,  
EXCEPTING therefrom all coal.  
NW1/4; S1/2.
- Section 15: W1/2; N1/2NE1/4.
- Section 16: All.  
EXCEPTING therefrom the following described portion thereof:  
  
• Beginning at the SW corner of said Section 16, and running thence N 500 feet; thence E 900 feet; thence S 500 feet; thence W 900 feet to the point of beginning, containing 10.3 acres, more or less.
- Section 17: E1/2NE1/4; NE1/4SE1/4.
- Section 32: E1/2NE1/4; E1/2SE1/4; SW1/4SE1/4,  
EXCEPTING therefrom all coal.

Township 15 South Range 15 East. SLEM.

- Section 6: W1/2; SW1/4SE1/4,  
EXCEPTING therefrom all coal.
- Section 7: E1/2NW1/4; NW1/4NE1/4; S1/2NE1/4; N1/2SE1/4;  
SE1/4SE1/4,  
EXCEPTING therefrom all coal.
- Section 8: SW1/4SW1/4,  
EXCEPTING therefrom all coal.
- Section 17: W1/2NW1/4; SE1/4NW1/4; SW1/4,  
EXCEPTING therefrom all coal.
- Section 18: NE1/4/NE1/4,  
EXCEPTING therefrom all coal.
- Section 20: E1/2/NW1/4; NW1/NW1/4; NW1/4SE1/4; E1/2SW1/4,  
EXCEPTING therefrom all coal.
- Section 29: E1/2SE1/4; NW1/4SE1/4,  
EXCEPTING therefrom all coal.

EXHIBIT B

Sunnyside Mine Permit No. ACT/007/007 Area

Township 14 South Range 14 East, SLBM:

Section 17 SW1/4 OF SW1/4.  
Section 20 NW1/4 OF NW1/4; S1/2 OF SE1/4.  
Section 29 N1/2 OF NE1/4.  
Section 32 SW1/4 OF NE1/4; W1/2 OF SE1/4; S1/2 OF SW1/4.  
Section 33 NE1/4 OF SE1/4.

Township 15 South Range 14 East, SLBM:

Section 4 SW1/4 OF SW1/4.  
Section 5 Lot 2, Lot 3, Lot 4; SW1/4 OF NW1/4; W1/2 OF SW1/4; SE1/4 OF SE1/4.  
Section 8 NW1/4 OF NW1/4.  
Section 9 NW1/4 OF SW1/4.

Township 17 South Range 16 East, SLBM:

Section 4 SE1/4 OF NW1/4; SW1/4 OF NE1/4; NW1/4 OF SE1/4.  
Section 15 N1/2 OF NW1/4; SE1/4 OF NW1/4; NE1/4 OF SW1/4.

WHEN RECORDED, MAIL TO:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### PARTIAL RECONVEYANCE

South Eastern Utah Title Company, a Utah corporation, is duly appointed Trustee under the Deed of Trust hereinafter referred to, having received from Beneficiary hereunder a written request to reconvey, in accordance with the terms of said Deed of Trust, all estate now held by said Trustee under said Deed of Trust in and to the hereinafter described property, said Beneficiary having presented said Deed of Trust and note or notes secured thereby for endorsement, said Deed of Trust dated March 9, 1989; having been executed by Sunnyside Reclamation & Salvage, Inc., Trustor, and recorded in the Official Records of Carbon County, Utah, on March 10, 1989, in Book 287, Pages 96-155 and in the Official Records of Emery County, Utah on March 10, 1989, in Book 176, Pages 580-639 (herein referred to as "Trust Deed").

NOW, THEREFORE, in accordance with said request and the provisions of said Trust Deed, South Eastern Utah Title Company, as Trustee, does hereby RECONVEY, without warranty, to THE PERSON OR PERSONS LEGALLY ENTITLED THERETO, all estate now held by it hereunder in and to the property situated in said counties, State of Utah, described at Exhibit "A" hereto.

The remaining property described in said Trust Deed shall continue to be held by said Trustee under the terms thereof. Said Trust Deed specifically excludes property described at Exhibit B hereto. As provided in said Trust Deed, this Partial Reconveyance is made without affecting personal liability of any person for payment of the indebtedness secured by said Trust Deed. This Partial Reconveyance is made without affecting the reclamation obligation of Sunnyside Coal Company for Mine Permit ACT/007/007.

IN WITNESS WHEREOF, South Eastern Utah Title Company, as Trustee, has caused its corporate name and seal to be affixed this \_\_\_\_ day of \_\_\_\_\_, 1994.

SOUTH EASTERN UTAH TITLE COMPANY,  
as Trustee

By: \_\_\_\_\_

EXHIBIT A1. REAL PROPERTYTownship 13 South, Range 11, East, S1E1M.

- . Section 31: NE1/4SE1/4,  
EXCEPTING therefrom all oil, gas and other minerals.
- . Section 36: All,  
EXCEPTING therefrom all coal and other minerals.

Township 14 South, Range 13 East, S1E1M.

- . Section 1: NE1/4NE1/4 (Lot 1),  
EXCEPTING therefrom all coal and other minerals.
- . Section 2: All,  
EXCEPTING therefrom all coal and other minerals.
- . Section 12: All,  
EXCEPTING therefrom all coal and other minerals.

Township 14 South, Range 14 East, S1E1M.

- . Section 6: Lots 1, 2, 3, 4, 5 and 7; S1/2NE1/4;  
SE1/4NW1/4; SE1/4SE1/4; W1/2SE1/4;  
SE1/4SW1/4.
- . Section 7: Lots 1 and 2; E1/2NW1/4; SW1/4NE1/4;  
SE1/4SE1/4; W1/2SE1/4; E1/2SW1/4.
- . Section 8: SE1/4SE1/4,  
EXCEPTING therefrom all coal and other minerals.
- . Section 9: W1/2; W1/2E1/2; E1/2SE1/4; SE1/4NE1/4,  
EXCEPTING therefrom all coal and other minerals.
- . Section 17: NE1/4; SE1/4NW1/4; S1/2SE1/4.  
SW1/4, less the surface only of the following  
described portion thereof:

BEGINNING at a point on the West Right-of-Way line of an existing roadway in Whitmore Canyon, said point being 872.20 feet East and 755.80 feet North from the Southwest Corner of said Section 17, and running thence S 80°00' W 240.00 feet; thence N 15°20' W 147.96 feet; thence N 11° 00' E 200.55 feet; thence N 74°40' E 150.00 feet; thence S 15° 20' E along

said road Right-of-Way line 150.00 feet  
to the point of beginning.

- . Section 18: Lots 2, 3 and 4; E1/2SW1/4; E1/2.
- . Section 19: All.
- . Section 20: All.
- . Section 21: E1/2,  
EXCEPTING therefrom all coal.
- . Section 22: W1/2.  
All.  
EXCEPTING therefrom all coal.
- . Section 23: W1/2; SE1/4; SW1/4NE1/4,  
EXCEPTING therefrom all coal.  
N1/2NE1/4; SE1/4NE1/4.
- . Section 24: E1/2NE1/4,  
EXCEPTING therefrom all coal, petroleum, gas  
nitrogen and phosphate.  
SW1/4NW1/4; E1/2SE1/4,  
EXCEPTING therefrom all coal.  
NW1/4NW1/4; E1/2NW1/4; SW1/4NE1/4; W1/2SE1/4;  
E1/2SW1/4; SW1/4SW1/4.
- . Section 25: W1/2NE1/4; NE1/4NW1/4; S1/2NW1/4; W1/2SE1/4;  
SW1/4,  
EXCEPTING therefrom all coal.  
E1/2NE1/4; E1/2SE1/4.
- . Section 26: All,  
EXCEPTING therefrom all coal.
- . Section 27: All,  
EXCEPTING therefrom all coal.
- . Section 28: All.
- . Section 29: All.
- . Section 30: SE1/4NW1/4; NE1/4SE1/4; S1/2SE1/4,  
EXCEPTING therefrom all coal.  
NE1/4; NE1/4NW1/4; NW1/4SE1/4.
- . Section 31: NW1/4NE1/4,  
EXCEPTING therefrom all coal.  
Lot 4, LESS the portion thereof within  
Ridgeway Subdivision; NE1/4NE1/4; S1/2NE1/4;  
SE1/4; SE1/4SW1/4.
- . Section 32: All.
- . Section 33: All.
- . Section 34: E1/2,  
EXCEPTING therefrom all coal.
- . Section 35: W1/2.  
All,  
EXCEPTING therefrom all coal.
- . Section 36: W1/2; S1/2NE1/4; W1/2SE1/4,  
EXCEPTING therefrom all coal.  
N1/2NE1/4; E1/2SE1/4.

Township 14 South, Range 15 EAST, 31st.

Section 19: W1/2SW1/4; SE1/4SW1/4.  
Section 20: W1/2.  
Section 21: NW1/4SW1/4,  
EXCEPTING therefrom all coal and other miner-  
als.  
NW1/4.

Township 15 South, Range 14 East, S18M.

- Section 1: Lots 3 and 4; SW1/4NE1/4; SW1/4SW1/4,  
EXCEPTING therefrom all coal.
- Section 2: Lots 1 and 2; SE1/4NE1/4; E1/2SE1/4.  
All,  
EXCEPTING therefrom all coal.
- Section 3: E1/2,  
EXCEPTING therefrom all coal.  
W1/2.
- Section 4: All.
- Section 5: All,  
EXCEPTING therefrom the portion thereof which  
is within Sunnyside No. 1 Plat and State  
Highway No. 123.
- Section 6: Lots 1, 2, 3, 4, 5 and 7: S1/2NE1/4;  
SE1/4NW1/4; SE1/4; E1/2SW1/4

EXCEPTING therefrom the following described  
portions thereof labelled (a) through (j):

- a) The following Subdivisions:
  - Sunnyside Subdivision - Plat "A".
  - Sunnyside Subdivision - Plat "A" (Revised).
  - Sunnyside Subdivision - Plat "B".
  - Sunnyside Subdivision - Plat "C".
  - Sunnyside No. 1 Plat.
  - Sunnyside No. 2 Plat.

Ex. A., p. 4

Sunnyside No. 2 Plat (Revised).  
Ridgeway Subdivision.

- b) Beginning at the SW Corner of Lot 19, Block 7, SUNNYDALE, Amended Plat, according to the official plat thereof, and running thence N 1°08' W 100 feet to the NW corner of said Lot 19; thence 50.0 feet in an E'ly direction along the arc of a curve to the right whose radius is 377.18 feet; thence N 160.0 feet; thence W 770.0 feet; thence S 540.77 feet; thence E 399.53 feet to the NE corner of Lot 26, Block 4, SUNNYDALE; thence S 48°32'55" E 100.0 feet to the SE corner of said Lot 26; thence 49.38 feet in an E'ly direction along the arc of a curve to the left whose radius is 615.00 feet; thence 251.69 feet in an E'ly direction along the arc of a curve to the right whose radius is 277.18 feet (which curve is the N side of Edgahill Drive) to the point of beginning (Carbon County School District).
- c) Beginning at a point 2222 feet S and 1214 feet W of the NE corner of said Section 6, said point also lying on the S'ly r/w line of State Highway 123, and running thence S 18°00' E 59 feet; thence S 72°00' W 84 feet; thence N 18°00' W 50 feet to said highway r/w line; thence N 72°00' E along said r/w 84 feet to the point of beginning.
- d) Beginning at a point on the W line of said SW1/4NW1/4 of said Section 6, 261 feet N of the SW corner thereof, which point is the SE corner of that certain tract conveyed to Carbon County School District by Deed from Kaiser Steel Corporation dated November 8, 1957, and filed for record November 15, 1957, in the office of the Recorder of Carbon County and of record in Book 51 at pages 65, et seq., Official Records of said county, running thence along the E line of said tract N 3°31' W 331.3 feet to the true point of beginning of the tract herein conveyed, which point is also the SW corner of this tract; thence continuing along the E line of the aforementioned school tract N 3°31' W 157.2 feet; thence N 72°35' E 222.5 feet, more

or less, to a point on the W'ly boundary line of an existing road known as Valley View; thence along the W'ly boundary of said existing road S 18°07' E 150 feet; thence S 72°35' W 271.4 feet, more or less, to the point of beginning, containing 0.85 acres, more or less. (Church of Jesus Christ of Latter-day Saints).

- e) Utah State Highway No 123.
- f) Beginning at a point which is South 2605.18 feet and West 1102.67 feet of the Northeast corner of Section 6, Township 15 South, Range 14 East, Salt Lake Base and Meridian; thence S 71°14' W 150.00 feet; thence S 18°46' E 150.00 feet; thence N 71°14' E 150.00 feet; thence N 18°46' W 150.00 feet to the point of beginning.
- g) Beginning at the East one quarter corner of Section 6, Township 15 South, Range 14 East, Salt Lake Base and Meridian and running thence S 0°13'39" W, 1818.48 feet along the east section line of Section 6 to the south right of way line of an existing railroad track; thence northwesterly along a curve to the right with a radius of 450.00 feet, through an angle of 83°37'47", for a distance of 656.83 feet having a chord that bears N 40°27'18" W, 600.05 feet; thence N 1°21'36" E, 68.00 feet along the westerly right of way line of an existing railroad track; thence S 57°11'02" W, 338.86 feet to an existing 5/8 inch rebar; thence S 66°15'45" W, 220.17 feet to an existing 5/8 inch rebar; thence S 86°11'30" W, 261.34 feet to a metal fence post; thence N 4°41'13" W, 264.09 feet to a roof bolt on the west side of a gate in a fence line; thence N 10°54'48" W, 189.49 feet to a metal fence post; thence N 0°39'10" W, 254.39 feet to a metal fence post; thence N 10°09'48" W, 315.48 feet to a metal fence post; thence N 6°32'57" W, 232.70 feet to a roof bolt in an existing fence line; thence N 6°32'57" W, 65.24 feet to the south right of way line of a Denver and Rio Grande Railroad as described in a certain deed

dated July 29, 1912; thence N 71°27'00" E, 1209.07 feet along the south line of a 50 foot wide right of way for the Denver and Rio Grande Railroad; thence northeasterly along a curve to the left with a radius of 979.93 feet, through an angle of 9°19'48", for a distance of 159.57 feet, having a chord that bears N 66°47'06" E, 159.40 feet to the east line of said Section 6; thence S 0°13'39" W, 174.12 feet along the east line of Section 6, to the point of beginning; and

h) Beginning at the southeast corner of Section 6, Township 15 South, Range 14 East, Salt Lake Base and Meridian which is a brass cap; and running thence N 89°57'59" W, 2646.97 feet along the south line of said Section 6 to the south one-quarter corner of said Section 6; thence S 89°27'59" W, 1321.87 feet along the south line of said Section 6 to the southwest corner of the SE1/4SW1/4 of said Section 6; thence N 59°40'32" E, 666.58 feet to a metal fence post; thence N 44°13'50" E, 430.53 feet to a roof bolt; thence N 59°09'24" E, 167.86 feet to a metal fence post; thence N 63°51'14" E, 188.19 feet to a metal fence post; thence N 60°15'43" E, 335.60 feet to a metal fence post; thence N 21°00'31" W, 34.15 feet to an east brace post in a barbed wire fence; thence N 81°18'59" E, 1270.98 feet along an existing fence line to a roof bolt; thence N 36°40'17" E, 152.88 feet along a fence line to a roof bolt; thence S 4°41'13" E, 264.09 feet to a metal fence post; thence N 86°11'30" E, 261.34 feet to an existing 5/8 inch rebar; thence N 66°15'45" E, 220.17 feet to an existing rebar; thence N 57°11'02" E, 338.86 feet to the west right of way line of an existing railroad right of way; thence S 1°21'36" W, 68.00 feet along the westerly right of way line of an existing railroad track; thence southeasterly along a curve to the left with a radius of 450.00 feet, through an angle of 83°37'47", for a distance of 656.33 feet having a chord that bears S 40°27'18" E, 600.05 feet to a point on the east line of said Section 6; thence

S 0°13'39" W, 818.01 feet along the section line to the point of beginning.

- i) Beginning at the SW corner of the SE 1/4 SW 1/4 of Section 6, T15S, R14E, S16M, which is a brass cap and running thence N 59 deg. 40'32" E 666.58 feet to a metal fence post; thence N 44 deg. 13'50" E 430.53 feet to a roof bolt; thence N 59 deg. 09'24" E 167.86 feet to a metal fence post; thence N 63 deg. 51'14" E 188.19 feet to a metal fence post; thence N 60 deg. 15'43" E 335.60 feet to a metal fence post; thence N 21 deg. 00'31" W 34.5 feet to an east brace post in a barbed wire fence; thence N 81 deg. 18'59" E 1270.98 feet along an existing fence line to a roof bolt; thence N 36 deg. 40'17" E 152.88 feet along a fence line to a roof bolt; thence N 10 deg. 54'48" W 189.49 feet to a metal fence post; thence N 0 deg. 39' 10" W 254.39 feet to a metal fence post; thence N 10 deg. 09'48" W 315.48 feet to a metal fence post; thence N 6 deg. 32'57" W 232.70 feet to a roof bolt in an existing fence line; thence N 6 deg. 32'57" W 65.24 feet to the south right of way line of a Denver and Rio Grande Railroad as described in a certain deed dated July 29, 1912; thence S 71 deg. 27'00" W 2811.72 feet along the south line of a 50 foot wide right of way for the Denver and Rio Grande Railroad; thence S 0 deg. 30'04" W 153.50 feet to the NW corner of the SE 1/4 SW 1/4 of said Section 6; thence S 0 deg. 50'04" W 1326.02 feet along the west line of the SE 1/4 SW 1/4 of said Section 6 to the point of beginning;
- j) Beginning at the West one quarter corner of Section 6, Township 15 south, Range 14 East, Salt Lake Base and Meridian; thence North 0°18'05" East for a distance of 262.68 feet, thence North 89°05'55" East for a distance of 75.0 feet, thence South 0°18'05" West for a distance of 262.68 feet, thence South 89°05'55" West for a distance of 75.0 feet to the beginning.

Also, beginning at the NE corner of Lot 6, and running thence S 50 feet; thence N 89° 57' W 133.7 feet; thence S 69°30' W 597.1 feet; thence S 46°37' W 800 feet, more or less, to the intersection with the range line between Ranges 13 East and 14 East; thence N 0°16' E along said range line 578 feet, more or less, to an intersection with the S'ly r/w line of Utah State Highway No. U-123, said point being on the arc of a 1096.3 feet radius curve to the right; thence NE'ly 734.3 feet around the arc of said curve and along said r/w to an intersection with the E-W quarter section line of said Section 6; thence S 89°57' E 613 feet, more or less, along said quarter section line to the point of beginning, and containing 8.2 acres, more or less.

All minerals lying below a depth of more than 500 feet below the surface of the following described tract:

- Beginning at a point 2222 feet S and 1214 feet W of the NE corner of Section 6, said point also lying on the S'ly r/w line of State Highway 123, and running thence S 18° 00' E 59 feet; thence S 72°00' W 84 feet; thence N 18°00' W 50 feet to said highway r/w line; thence N 72°00' E along said r/w 84 feet to the point of beginning.

EX A., P. 9

- Section 8: Lots 3 and 4,  
EXCEPTING therefrom all coal and other minerals.  
Lots 1 and 2; SE1/4NE1/4; NE1/4SE1/4;  
S1/2SE1/4.
- Section 9: All.
- Section 10: NE1/4,  
EXCEPTING therefrom all coal.  
NW1/4; S1/2.
- Section 15: W1/2; N1/2NE1/4.
- Section 16: All,  
EXCEPTING therefrom the following described portion thereof:
  - Beginning at the SW corner of said Section 16, and running thence N 500 feet; thence E 900 feet; thence S 500 feet; thence W 900 feet to the point of beginning, containing 10.3 acres, more or less.
- Section 17: E1/2NE1/4; NE1/4SE1/4.
- Section 32: E1/2NE1/4; E1/2SE1/4; SW1/4SE1/4,  
EXCEPTING therefrom all coal.

Township 15 South, Range 15 East, S1EM.

- Section 6: W1/2; SW1/4SE1/4,  
EXCEPTING therefrom all coal.
- Section 7: E1/2NW1/4; NW1/4NE1/4; S1/2NE1/4; N1/2SE1/4;  
SE1/4SE1/4,  
EXCEPTING therefrom all coal.
- Section 8: SW1/4SW1/4,  
EXCEPTING therefrom all coal.
- Section 17: W1/2NW1/4; SE1/4NW1/4; SW1/4,  
EXCEPTING therefrom all coal.
- Section 18: NE1/4/NE1/4,  
EXCEPTING therefrom all coal.
- Section 20: E1/2/NW1/4; NW1/NW1/4; NW1/4SE1/4; E1/2SW1/4,  
EXCEPTING therefrom all coal.
- Section 29: E1/2SE1/4; NW1/4SE1/4,  
EXCEPTING therefrom all coal.

~~Ex. A. p. 12~~

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Ex. A. p. 10

EXHIBIT B

Sunnyside Mine Permit No. ACT/007/007 Area

Township 14 South Range 14 East, SLBM:

Section 17 SW1/4 OF SW1/4.  
Section 20 NW1/4 OF NW1/4; S1/2 OF SE1/4.  
Section 29 N1/2 OF NE1/4.  
Section 32 SW1/4 OF NE1/4; W1/2 OF SE1/4; S1/2 OF SW1/4.  
Section 33 NE1/4 OF SE1/4.

Township 15 South Range 14 East, SLBM:

Section 4 SW1/4 OF SW1/4.  
Section 5 Lot 2, Lot 3, Lot 4; SW1/4 OF NW1/4; W1/2 OF SW1/4; SE1/4 OF SE1/4.  
Section 8 NW1/4 OF NW1/4.  
Section 9 NW1/4 OF SW1/4.

Township 17 South Range 16 East, SLBM:

Section 4 SE1/4 OF NW1/4; SW1/4 OF NE1/4; NW1/4 OF SE1/4.  
Section 15 N1/2 OF NW1/4; SE1/4 OF NW1/4; NE1/4 OF SW1/4.