

0015

Genwal Coal Co., Inc.

Orig - mine file *JA*  
CC: DR. NIELSEN ✓  
File ACT/007/012 #2

P.O. Box 1201 • Huntington, Utah 84528-1201 • (801) 687-9813

August 4, 1989

RECEIVED  
AUG 09 1989

DIVISION OF  
OIL, GAS & MINING

Dr. Dianne R. Nielsen  
Utah Division of Oil, Gas, and Mining  
III Triad Center, Suite 301  
355 West N. Temple  
Salt Lake City, UT 84180-1203

RE: Wellington Coal Proposition Plant Permit No.  
ACT/007/012

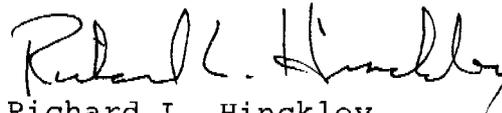
Dear Dr. Nielsen:

Genwal Coal Company hereby requests the transfer of the permit referenced above currently held by Kaiser Coal Corporation.

Enclosed herewith is Kaiser Coal Corporation's request for transfer, information supporting the transfer as required by UMC 782.13-.19, and the completed reclamation agreement.

Genwal Coal Company will continue to conduct the operations involved in full compliance with the terms and conditions of the original permit unless and until it has obtained a new permit under UMC 788.19.

Sincerely,



Richard L. Hinckley  
Vice President/Secretary

RLH/rgp

Enclosures

Supplementary Information

UMC 782.13

- A. 1. Applicant Identification: Genwal Coal Company  
P.O. Box 1201  
Huntington, UT 84528  
(801) 687-9813
2. Genwal is the sole owner of all areas affected by the permit.
6. Genwal's resident agent in the State of Utah is Roger Myers, whose business address is as listed above.
- B. Genwal is a Virginia corporation.
1. It's officers are:  
Charlie F. Vaughn, President  
Robert W. Mower, Vice President  
Richard L. Hinckley, Vice President/Secretary  
John Donnelly, Treasurer/Assistant Secretary
- It's directors are:  
Charles A. Lenzie  
Charles F. Vaughn  
James C. Holcombe
2. The stock of Genwal is held entirely by Nevada Electric Investment Company (NEICO), a Nevada corporation which is licensed also to do business in the state of Utah.
3. NEICO or Genwal have not previously operated mining operations under any other names.

UMC 782.14

Genwal, or any affiliate, has not yet had a federal or state mining permit suspended or revoked at any time, nor forfeited any bond or similar security.

UMC 782.15

- A. Enclosed herewith is the Deed and Assignment dated August 2, 1989, executed by Kaiser Coal Corporation conveying the property in fee to Genwal.

UMC 782.16

- C. There are no occupied dwellings within three hundred (300) feet of operations.

UMC 782.18

Certificate of liability insurance is attached to the Reclamation Agreement.

August 2, 1989

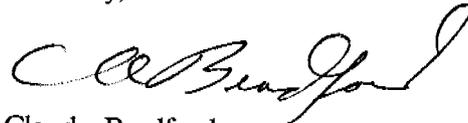
Dr. Dianne R. Nielsen  
Utah Division of Oil,  
Gas & Mining  
III Triad Center, Suite 301  
355 West North Temple  
Salt Lake City, Utah 84180-1203

RE: Wellington Coal Preparation Plant  
Permit No. ACT/007/012

Dear Dr. Nielsen:

Enclosed is the Deed and Assignment dated August 2, 1989, transferring the above-referenced permit and the Wellington Coal Preparation Plant from Kaiser Coal Corporation and its affiliates to Genwal Coal Company. Accordingly, request is hereby made for approval of transfer of the permit to Genwal Coal Company.

Sincerely,



Claude Bradford  
President  
Kaiser Coal Corporation

CB/bte  
enclosure

## DEED AND ASSIGNMENT

THIS DEED AND ASSIGNMENT ("Deed") made and entered into as of the 2nd day of August, 1989 by and between KAISER COAL CORPORATION ("Kaiser"), KAISER COAL CORPORATION OF UTAH, KAISER COAL CORPORATION OF SUNNYSIDE, KAISER FUEL CORPORATION, all Delaware corporations with their principal offices at P.O. Box 1107, Raton, New Mexico 87740 (collectively "Grantor"), and Genwal Coal Co., Inc., a Virginia corporation whose address is P. O. Box 230, Las Vegas, Nevada 89151 ("Grantee").

### RECITALS:

A. Kaiser, with related entities, is debtor in possession in jointly administered bankruptcy proceedings designated as Case Nos. 87B-01552E pending before the United States Bankruptcy Court for the District of Colorado ("Bankruptcy Court").

B. Grantor is the owner of the Wellington Coal Preparation Plant and associated real property, buildings, rights-of-way, water rights, gob, tailings, waste piles, railroad tracks (not owned by The Denver & Rio Grande Western Railroad), together with other properties, assets and rights directly related or appurtenant located in Carbon County, Utah, more particularly described in Exhibit "A" attached hereto and made a part hereof (collectively referred to as the "Wellington Preparation Plant").

C. Grantee desires to purchase all right, title and interest of Grantor in and to the Wellington Preparation Plant. and related assets.

D. By Order dated April 14, 1989, the Bankruptcy Court approved sale of the Wellington Coal Preparation Plant to Grantor.

NOW, THEREFORE, for and in consideration of the sum of TEN DOLLARS (\$10.00), cash in hand paid to Grantor and other good and valuable consideration, the receipt and

sufficiency of which is acknowledged, Grantor hereby grants, sells, assigns, sets over, transfers, quitclaims and conveys to Grantee, its successors and assigns, without warranty, the following:

PROPERTIES

All of Grantor's interest in the Wellington Preparation Plant and associated real property, buildings, rights of way, water rights, gob, tailings, waste piles, railroad tracks (not owned by The Denver and Rio Grande Western Railroad); together with other properties, assets and rights directly related or appurtenant located in Carbon County and Emery County, Utah, more particularly described in Exhibit "A" attached hereto and made a part hereof.

PERMITS

Grantor's interest in all governmental permits, licenses, authorizations or filings associated with the Wellington Preparation Plant, as more particularly described in the attached Exhibit "B", subject to approval of the local, state and federal government to transfer if such approval is required.

The officer who signs this Deed hereby certifies that this Deed and the transfer represented thereby was duly authorized under a resolution duly adopted by the board of directors of the Grantor at a lawful meeting duly held and attended by a quorum.

IN WITNESS WHEREOF, the Grantor has caused its corporate name and seal to be affixed by its duly authorized officers this 2<sup>nd</sup> day of AUGUST, 1989.

KAISER COAL CORPORATION

By: C. A. Bradford  
Title: President

KAISER COAL CORPORATION  
OF UTAH

By C. A. Bradford  
Title Vice President

KAISER COAL CORPORATION  
OF SUNNYSIDE

By C. A. Bradford  
Title Vice President

KAISER FUEL CORPORATION

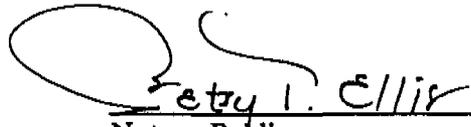
By C. A. Bradford  
Title Vice President

STATE OF Colorado

CITY AND COUNTY OF Denver

)  
) SS.  
)

On this 2nd day of August, 1989, personally appeared before me Claude Bladon whose identity is personally known to or proved to me on the basis of satisfactory evidence, and who, being by me duly sworn, did say that he is the President of KAISER COAL CORPORATION, and that said document was signed by him in behalf of said corporation by authority of its bylaws, and said President acknowledged to me that said corporation executed the same.

  
Betty L. Ellis

Notary Public  
Residing at 3000 FIRST OF DENVER PLAZA  
833 SEVENTEENTH STREET  
DENVER, COLORADO 80202

My Commission Expires:

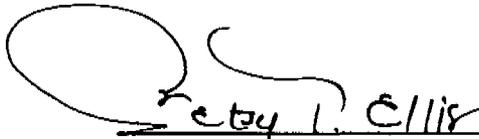
My Commission Expires Oct. 12, 1991

STATE OF Colorado

CITY AND COUNTY OF Denver

)  
) SS.  
)

On this 2nd day of August, 1989, personally appeared before me Claude Bladon whose identity is personally known to or proved to me on the basis of satisfactory evidence, and who, being by me duly sworn, did say that he is the vice President of KAISER COAL CORPORATION OF UTAH, and that said document was signed by him in behalf of said corporation by authority of its bylaws, and said vice president acknowledged to me that said corporation executed the same.

  
Betty L. Ellis

Notary Public  
Residing at 3000 FIRST OF DENVER PLAZA  
833 SEVENTEENTH STREET  
DENVER, COLORADO 80202

My Commission Expires:

My Commission Expires Oct. 12, 1991

STATE OF Colorado )  
 ) SS.  
CITY AND COUNTY OF Denver )

On this 2nd day of August, 1989, personally appeared before me Claude Bradley whose identity is personally known to or proved to me on the basis of satisfactory evidence, and who, being by me duly sworn, did say that he is the vice president of KAISER COAL CORPORATION OF SUNNYSIDE, and that said document was signed by him in behalf of said corporation by authority of its bylaws, and said vice president acknowledged to me that said corporation executed the same.

Robert E. Ellis  
Notary Public  
Residing at 3000 FIRST OF DENVER PLAZA  
633 SEVENTEENTH STREET  
DENVER, COLORADO 80202

My Commission Expires:

My Commission Expires Oct. 12, 1991

STATE OF Colorado )  
 ) SS.  
CITY AND COUNTY OF Denver )

On this 2nd day of August, 1989, personally appeared before me Claude Bradley whose identity is personally known to or proved to me on the basis of satisfactory evidence, and who, being by me duly sworn, did say that he is the vice president of KAISER FUEL CORPORATION, and that said document was signed by him in behalf of said corporation by authority of its bylaws, and said vice president acknowledged to me that said corporation executed the same.

Robert E. Ellis  
Notary Public  
Residing at 3000 FIRST OF DENVER PLAZA  
633 SEVENTEENTH STREET  
DENVER, COLORADO 80202

My Commission Expires:

My Commission Expires Oct. 12, 1991

Exhibit A

Part I: Real Estate

Wellington Preparation Plant

A. Fee Lands.

Township 13 South, Range 11 East, S.L.M.

Section 8: Beginning at the SE corner of Section; thence North 3960 feet; West 1320 feet; South 2250 feet more or less to the Southern Boundary of the D&RG Railroad right of way; thence N 63°31' 11" West 1470 feet more or less; thence South 2360 feet more or less; thence East 2640 feet to the beginning;

LESS all oil, gas and minerals;

LESS the Denver and Rio Grande Western Railroad right-of-way.

Section 9: SE $\frac{1}{4}$ SW $\frac{1}{4}$ ; E $\frac{1}{2}$ SW $\frac{1}{4}$ ; SW $\frac{1}{4}$ SE $\frac{1}{4}$ ;

LESS all oil and gas.

SW $\frac{1}{4}$ NW $\frac{1}{4}$ ; W $\frac{1}{2}$ SW $\frac{1}{4}$ ; NW $\frac{1}{4}$ SE $\frac{1}{4}$ ; SE $\frac{1}{4}$ SE $\frac{1}{4}$ ;

LESS all oil, gas and minerals;

LESS the Denver and Rio Grande Western Railroad right-of-way.

Beginning 2640 feet South of the NW corner of the NE $\frac{1}{4}$ ; thence East 2640 feet; North 997 feet; West 2640 feet; thence South 997 feet to beginning.

LESS all oil, gas and minerals;

LESS the Denver and Rio Grande Western Railroad right-of-way.

Section 10: SW $\frac{1}{4}$ SW $\frac{1}{4}$ ;

LESS all oil and gas.

NW $\frac{1}{4}$ SW $\frac{1}{4}$ ;

LESS all oil, gas and minerals.

EXCEPTING: A strip of land 16.5 feet wide for a pipeline deed to Carbon Dioxide and Chemical Company by Ernest Y. Milner and Mary E. Milner,



2. Lease dated January 12, 1961 between The Denver and Rio Grande Western Railroad Company, lessor, and United States Steel Corporation, lessee, covering the following described parcel:

An irregular tract of land being part of the right-of-way of the Lessor in the SW/4NW/4 of Section 16, Township 13 South, Range 11 East, Salt Lake Meridian at East Wellington, Utah, lying southwesterly of said Lessor's tracks and northwesterly of a point opposite Mile Post 610 plus 4541-feet, as shown on Map No. Z-52, containing about 3.245 square feet.

3. Pipeline Crossing Agreement dated June 5, 1973 from The Denver and Rio Grande Western Railroad Company to United States Steel Corporation described as follows:

A 3-inch diameter water pipe line encroachment on the right-of-way of the Railroad Company from Mile Post 612 + 100 feet to 612 + 1180 feet, Section 8, Township 13 South, Range 11 East, Salt Lake Meridian, at East Wellington, Utah shown on Map No. W-177 and installed with specifications shown thereon.

4. Pipeline Crossing Agreement dated September 23, 1957 from The Denver and Rio Grande Western Railroad Company to United States Steel Corporation described as follows:

A 3-inch diameter cast iron water pipe line and a 24-inch diameter concrete water pipe line extending northeasterly at right angles across the 200 foot wide right-of-way and under the main track and two side tracks of The Denver and Rio Grande Western Railroad Company at Mile Post 610 + 4848 feet, near Wellington, Carbon County, Utah, within the NW/4 of Section 16, Township 13 South, Range 11 East, Salt Lake Meridian; as shown on Drawing No. WR-38; said water pipe lines to be encased in 64 feet of pipe consisting of 40 feet of No. 10 gauge 48-inch diameter corrugated metal pipe and 24 feet of 48-inch diameter No. 10 gauge liner plate laid at a depth of not less than 3.5 feet below the base of the low rail where it crosses under said tracks as shown on Drawing No. WR-38A.

5. Private Way License dated September 13, 1957 from The Denver and Rio Grande Western Railroad Company to United States Steel Corporation described as follows:

A 16-foot wide private road crossing at grade extending southwesterly at right angles over and across the 200-foot wide right-of-way and the main track, passing

track and one lead track of the Licensor at Mile Post 610 + 4717 feet, near Wellington, Carbon County, Utah, within the Southeast quarter of the Northwest Quarter of Section 16, Township 13 South, Range 11 East, Salt Lake Base and Meridian, as shown on Map No. W-34.

6. Private Way License dated May 27, 1959 from The Denver and Rio Grande Western Railroad Company to United States Steel Corporation described as follows:

A 16-foot wide private road crossing at grade extending southwesterly at right angles across the 200-foot wide right-of-way and the main track, a passing track and a yard lead track of The Denver and Rio Grande Western Railroad Company at Mile Post 611 + 3454 feet, at East Wellington, Carbon County, Utah, within the southwest quarter of Section 8, Township 13 South, Range 11 East, Salt Lake Base and Meridian, as shown on Map No. E-40.

7. Grant of Easement dated and recorded April 1, 1971, Entry 12158, Book 124 at page 99, from Ira and Crystal Tidwell to United States Steel Corporation to pond water on the following described lands:

Beginning at the Northwest corner of the Northeast quarter of Section 9, Township 13 South, Range 11 East, Salt Lake Meridian; thence South 2640 feet to the center of Section 9; thence East 720 ft.; thence North 16 degrees East, 2910 feet to North line of Section 9; thence West 1500 feet to point of beginning, excluding, however, the following:

Beginning 2640 ft. S. of NW corner of NE 1/4 Section 9, Township 13 S., Range 11 E., said point of beginning being the center of said Section 9; thence East along the South boundary of the NE 1/4 of Section 9, 720 feet thence North 16 degrees East 1037 feet; thence West 1005.3 feet to the West boundary of the NE 1/4 of Section 9; thence South 997 feet along the West boundary of the NE 1/4 of Section 9, to the point of beginning, containing 19.75 acres more or less.

8. Pipeline Crossing Agreement dated July 24, 1952, from the Denver & Rio Grande Western Railroad to United States Steel Corporation for a 3" diameter galvanized steel water pipeline, the steel overhead bridge, two eight-foot diameter steel refuse pipelines, one telephone line, one power line.

9. Deed of Easement from Nick and Ileen Siaperas dated March 24, 1971, recorded April 14, 1971, Book 124 at page 190, to pond water on land located in the NE 1/4, Section 9,

Township 15 South, Range 11 East, Salt Lake Meridian, more particularly described as follows:

Parcel 1

Beginning at a point 1710 feet East and 430 feet South of the Northwest corner of the Northeast quarter of Section 9, Township 15 South, Range 11 East, Salt Lake Meridian, thence South 28 degrees West 580 feet; thence South 64 degrees East 150 feet; thence North 28 degrees East 580 feet; thence North 64 degrees West 150 feet to beginning.

Parcel 2

Beginning at a point 1880 feet East and 100 feet South of the Northwest corner of the Northeast quarter of Section 9, Township 15 South, Range 11 East, Salt Lake Meridian; thence South 28 degrees West 370 feet; thence South 64 degrees East 150 feet; thence North 28 degrees East 440 feet to Highway right-of-way; thence West along right-of-way 165 feet to beginning.

Parcel 3

Beginning 2640 feet South and 720 feet East of the Northwest corner of the Northeast quarter of Section 9, Township 15 South, Range 11 East, Salt Lake Meridian; thence East 1920 feet along the south boundary line of the NE 1/4 of Section 9 to the East quarter corner of said Section 9; thence North 1915 feet; thence West 165 feet; thence North 675 feet to highway right-of-way, thence Westerly along right-of-way 240 feet to the East boundary of the Willis A. Palmer property; thence South 28 degrees West 370 feet along East boundary of said Palmer property; thence North 64 degrees West 150 feet; thence South 28 degrees West 580 feet; thence North 64 degrees West 150 feet; thence South 28 degrees West 720 feet; thence Southwesterly 1150 feet to beginning.

Excluding from said Parcel 3, however, the following tract of land:

Beginning 2640 feet South and 720 feet East of the Northwest corner of the Northeast quarter of Section 9, Township 15 South, Range 11 East, Salt Lake Meridian; thence East 1920 feet along the south boundary line of the said NE 1/4 of the Section 9 to the East quarter corner of said Section; thence North along the East boundary line of the NE 1/4 of Section 9, a distance of 997 feet; thence due West for a distance of 1575.8 feet

to a point on the West boundary of Grantor's land; thence Southwesterly a distance of 1058 feet to point of beginning, containing 40 acres, more or less.

10. Agreement dated February 5, 1958, as amended March 11, 1963 between Wellington City, Utah and Columbia-Geneva Steel Division of United States Steel Corporation.

11. Water Lease Agreement dated December 17, 1974 between Price River Water Improvement District, Lessor, and United States Steel Corporation, Lessee.

12. Electric Service Agreement dated March 2, 1967 between United States Steel Corporation and Utah Power & Light Company.

13. Main Extension Agreement dated September 13, 1983 between Mountain Fuel Supply Company and U.S. Steel Mining Company, Inc.

C. SUBJECT TO:

1. Taxes for the year 1988 now a lien, not yet due.
2. Taxes are delinquent and due for 1986 and 1987 but are held in abeyance.

Section 8:

1. Excepting the Denver & Rio Grande Railroad Right of Way, which runs on a diagonal direction across Section 8.
2. A reservation of all oil, gas and minerals, ass reserved in a Warranty Deed dated April 20, 1957, recorded May 8, 1957 in Book 46 at page 404, executed by George Milner, Jr. and Clara Milner in favor of United States Steel Corporation.
3. A Pole Line Easement granted by George Milner, Jr. and Clara Milner in favor of Utah Power & Light Co., recorded Oct. 14, 1949 in Book 3-U at page 37, granting a perpetual easement and right of way for a power line plus essential maintenance necessary over the following described centerline:  

Beginning on the S r/w fence of the D&RGRR a point which is 2645 feet N and 2518 feet W of the SE corner of Sec. 8, T15S, R11E, thence S 44 deg. 42' E 1702 feet.
4. An Assignment of Overriding royalty interest of U. S. Oil and Gas Lease recorded May 20, 1981 in Book 206 at page 798, wherein Assignors appear to be Lani Jean Wilson and David L. Patterson, and Assignee is Sonja V. McCormick, granting a 12-1/2% of 5% of 100% interest in the S 1/2 SW 1/4 and the SW 1/4 SE 1/4 of Sec. 8 and all of Section 17.

5. An Assignment of Oil and Gas Lease recorded Dec. 8, 1981 in Book 213 at page 81, wherein Assignor appears to be Jean Dakason and Assignee is Hunt Oil Co. Includes the S 1/2 SW 1/4 of Sec. 8 and the SW 1/4 SE 1/4 of Section 8 and all of Section 17.

Section 9.

1. A reservation of all oil, gas and minerals in a Warranty Deed recorded May 8, 1957 in Book 46 at page 404, wherein George Milner, Jr. and Clara Milner appear as Grantors and United States Steel Corporation as Grantee. Applies to the W 1/2 SW 1/4 and the SW 1/4 NW 1/4 of Section 9.

2. A reservation of all oil, gas and minerals in a correction Warranty Deed dated Dec. 21, 1957, recorded in Book 353 at page 522, wherein Grantors appear to be Phil E. Thayn and Lyla Thayn and the Grantee is The United States Steel Corporation. Affects the N 1/2 SE 1/4 and the SE 1/4 E 1/4 of Sec. 9

3. Excepting therefrom the R/W of the D&RGRR in the S 1/2 of Section 9.

4. An exception in the correction Warranty Deed recorded in Book 53 at page 522, Grantors are Phil E. Thayn and Lyla Thayn and Grantee is United States Steel Corp., providing that the Grantee's use of the surface of said premises shall not be deemed to constitute an interference with or deprivation of Grantor's reserved mineral rights.

5. A reservation of the right to drain irrigation waste waters over and across property in Sec. 9, as reserved in a Warranty Deed dated March 24, 1971 recorded April 1, 1971 in Book 124 at page 44, the Grantors are Nick Siaperas and Ileen Siaperas and the Grantee is The United States Steel Corporation.

6. An Oil and Gas Lease dated Jan. 15, 1964 recorded Feb. 26, 1964 in Book 89 at page 109, wherein Grantors are Nick Siaperas and Ileen Siaperas and Grantee is Humble Oil Company, for a period of 10 or more years, or as long thereafter as oil, gas or minerals are produced.

7. A Grant of Easement Agreement dated April 1, 1971 between Ira Tidwell and Crystal Tidwell as Grantors, and United States Steel Corporation as Grantee, wherein Grantors grant, bargain, sell and convey to Grantee a perpetual easement with a right to pond water and coal refuse material on Grantees property located South of the N 1/2 of Sec. 9. Grantee shall have a perpetual right and easement on property South of the N 1/2 of Sec. 9 to cause and affectuate such changes and results on the easement premises as may result from operation.

8. A Deed and Indenture Easement dated March 24, 1971 between Nick Siaperas and Ileen Siaperas as Grantors and United States Steel Corporation as Grantee. Grantors grant, bargain and sell to the Grantee a perpetual easement over part of Sec. 9, with the perpetual use to pond water and coal refuse on Grantee's property located generally South of the N 1/2 of Sec. 9. Grantee shall have a perpetual right and easement on property South of the N 1/2 of Sec. 9 to cause and affectuate such changes and results on the easement premises as may result from said operations.

9. An Oil, gas and Mineral Lease dated Oct. 25, 1984 recorded Jan. 9, 1985 in Book 245 at page 687, wherein Lessor is Phil E. Thayne and Lyla Thayne and Lessee is Meany & Johnson Energy Corporation, for a period of 5 years or as long thereafter as oil, gas and minerals are produced. NOTE: Applies to the N 1/2 SE 1/4 and the SE 1/4 SE 1/4 of Sec. 9.

ASSIGNED to Texaco, Inc. by Assignment of Oil and Gas Lease recorded Jan. 22, 1985 in Book 246 at page 51.

10. An exception for as portion of Sec. 9 which is used as a County Road located in the S 1/2 NE 1/4 as disclosed by the recorded plat thereof.

11. A reservation of the right to drain irrigation waste waters over and across property in Sec. 9 as reserved in a Warranty Deed recorded April 1, 1971 in Book 124 at page 44, executed by Nick Siaperas and Ileen Siaperas in favor of United States Steel Corporation.

#### SECTION 10:

1. A reservation of all oil and gas to the United States in a Patent recorded Oct. 21, 1957 in Book 7 at page 5 in the SW 1/4 SW 1/4 of Section 10.

2. A reservation of all oil, gas and minerals in the NW 1/4 SW 1/4 of Sec. 10 in a correction Warranty Deed recorded in Book 53 at page 522, executed by Phil E. Thayne and Lyla Thayne in favor of United States Steel Corporation.

#### SECTION 15:

1. A reservation of all oil and gas to the United States in a Patent recorded Oct. 21, 1957 in Book 7 at page 5, including the W 1/2 NW 1/4 of Sec. 15.

#### SECTION 16:

Less that portion of the property in the D&RGR right of way. (Said R/W runs diagonally from the NW 1/4 to the SE 1/4 across Section 16.)

2. A reservation of coal and other minerals to the State of Utah on the following property, all in Section 16:

N 1/2 NE 1/4; SE 1/4 NE 1/4; NE 1/4 NW 1/4; S 1/2 SE 1/4;  
Lots 3 and 4; S-1/2 SW 1/4, recorded March 23, 1957 in  
Book 2B at page 36.

3. Reservation in a Patent from the State of Utah to United States Steel Corporation dated March 1, 1957 recorded March 23, 1957, entry 80693, Book 2-B of Patents at page 36, of rights-of-way for tunnels and telephone and transmission lines constructed by authority of the United States and rights-of-way for easements of the public to use such highways that may have been established according to law on the following described lands:

N 1/2 NE 1/4; SE 1/4 NE 1/4; NE 1/4 NW 1/4; S 1/2 SE 1/4;  
Lots 3 and 4; S 1/2 SW 1/4, less D&RGW right of way.

4. An Oil, Gas and Hydrocarbon Lease dated Nov. 5, 1984 recorded Feb. 11, 1985 in book 246 at page 405, from the State of Utah to Texaco, Inc. as Minerals Lease No. 41875, on Lots 3, 4, and the S 1/2 S 1/2; N 1/2 NE 1/4; NE 1/4 NW 1/4 and the SE 1/4 NE 1/4 of Section 16, for a period of 10 years or as long thereafter as oil, gas or hydrocarbons are produced.

#### SECTION 17:

1. A reservation of all oil and gas to the United States of America in a Patent recorded Oct. 21, 1957 in book 7 at page 5 on the SE 1/4 SE 1/4 of Sec. 17.

2. A reservation of all oil and gas to United States of America in a Patent recorded Dec. 12, 1956 in book 5A at page 366 on Lot 4 and the NE 1/4 of Sec. 17.

3. A reservation of all minerals other than oil and gas in a Warranty Deed executed by George Milner, Jr. and Clara Milner in favor of United States Steel Corporation, recorded May 8, 1957 in Book 46 at page 405.

4. An Assignment of overriding royalty interest in a U. S. Oil and Gas Lease recorded May 20, 1981 in Book 206 at page 798, wherein Assignors appear to be Lani Jean Wilson and David L. Patterson and Assignee is Sonja V. McCormick.

5. An Assignment of Oil and Gas Lease recorded Dec. 8, 1981 in Book 213 at page 81, wherein the Assignor appears to be Jean Dakason and Assignee is Hunt Oil Company.

An Indenture recorded Oct. 4, 1960 in book 69 at page 298-344 from Utah Power & Light Co. to Morgan Guarantee Trust Company of New York. Said Indenture would affect any easement, right of way or property owned by Utah Power & Light Co.

GENERAL

1. An Oil and Gas Lease dated Nov. 4, 1985 recorded Dec. 9, 1985 in Book 255 at page 419 executed by Arnel Seaton Milner and Joseph Glen Slagowski and Emma Lou M. Slagowski in favor of Exxon Corporation for a period of 10 years or as long thereafter as oil, gas or minerals are produced. Affects a portion of Sec. 8 and a portion of Sec. 9 and a portion of Sec. 16.

2. A Mortgage, Deed of Trust, Security Agreement and Financing Statement:

Dated : December 30, 1985  
Amount : \$9,000,000.00  
Trustor : Kaiser Coal Corporation  
Trustee : Security Title Company  
Beneficiary : United States Steel Corporation and U.S. Steel Mining Co., Inc.  
Recorded : January 2, 1986 in Book 256 at pages 224-256 as Entry No. 010725.

AN AGREEMENT dated December 30, 1985 recorded January 2, 1986 in Book 256 at pages 345-377 as Entry No. 010729 between United States Steel Corporation, and U. S. Steel Mining Co., Inc. as Beneficiaries, and The Chase Manhattan Bank, N.A., providing for specific and additional performance of Beneficiary and the bank in case of default, modification, extension or changes in said Mortgage, Deed of Trust, Security Agreement and Financing Statement.

3. FINANCING STATEMENT recorded January 2, 1986 in Book 256 at pages 257-285, wherein Kaiser Coal Corporation appears as Debtor and United States Steel Corporation, and U. S. Steel Mining Co., Inc. as Secured Parties.

4. A Deed of Trust and Security Agreement:

Dated : December 30, 1985  
Amount : \$60,000,000.00  
Trustor : Kaiser Coal Corporation  
Trustee : Security Title Company  
Beneficiary : The Chase Manhattan Bank, N.A.  
Recorded : January 2, 1986 in Book 256 at pages 286-328 as Entry No. 010727.

5. A UCC Financing Statement recorded January 2, 1986 in Book 256 at pages 329-344 as Entry No. 010728, wherein the Debtor appears as Kaiser Coal Corporation and the Secured Party is The Chase Manhattan Bank, N.A.

6. Self-Bonding and Indemnity Agreement executed by Kaiser Coal Corporation recorded Feb. 4, 1986 in Book 257 at page 268.

7. A UCC Financing Statment recorded March 10, 1986 in Book 258 at page 67, wherein Kaiser Coal Corporation appears as Debtor and Chase Manhattan Bank is Secured Party.

8. A Lease recorded May 27, 1996 in Book 260 at pages 315-321 wherein the Denver & Rio Grande Western Railroad Company appear as Lessor and Kaiser Coal Corporation appears as Lessee for an irregular tract of land lying adjacent to the Southerly right of way opposite milepost 610+4541 feet at Wash, Carbon County, containing .14 acres in Township 15 South, Range 11 East, the SW 1/4 NW 1/4.

\* \* \*

Entry No. 011294  
Indexed ✓  
Abstracted ✓  
Recd. Fee 2.00

QUIT CLAIM DEED

(UTAH) •

S. E. Utah Title

1986 (3) 13-20-86

Book 257

Page 670-673

THIS QUIT CLAIM DEED (this "Deed") dated as of December 30, 1985, is from UNITED STATES STEEL CORPORATION, a Delaware corporation, 600 Grant Street, Pittsburgh, Pennsylvania 15230 ("U.S. Steel"), to KAISER COAL CORPORATION, a Delaware corporation, 102 South Tejon, Suite 800, P.O. Box 2679, Colorado Springs, Colorado 80901-2679 ("Kaiser").

FOR AND IN CONSIDERATION of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, U.S. Steel as successor in interest by merger and consolidation to United States Steel Corporation, a New Jersey corporation, hereby quit claims to Kaiser, without representations or warranty of title whatsoever, all minerals, including but not limited to, coal, oil and gas and all mineral rights ("Mineral Estate") contained in the following described tract of land located in Section 16, Township 15 South, Range 11 East, Carbon County, State of Utah, to wit:

Beginning at the Northwest corner of Section 16, Township 15 South, Range 11 East, SLM; thence South 2540 feet; thence East to the Denver and Rio Grande Western Railroad right-of-way ("Right-of-Way"); thence Northwest along the Right-of-Way to beginning.

TO HAVE AND TO HOLD the Mineral Estate unto Kaiser and its successors and assigns forever.

EXECUTED this 15th day of February, 1986, to be effective for all purposes as of the date first above written.

UNITED STATES STEEL CORPORATION

ATTEST:

F. H. Jones  
(Seal) Assistant Secretary

By E. H. Goulder

STATE OF Pennsylvania )  
 )  
 ) : ss.  
CITY AND COUNTY OF Pittsburgh/ )  
 Allegheny )

On the 11th day of February, 1986, personally  
appeared before me G. Colombari, who, being by me duly  
sworn did say that he is the Sr. Vice President-Steel & Related  
STATES STEEL CORPORATION, and that said instrument was signed in  
behalf of said corporation by authority of its by-laws and said  
G. Colombari acknowledged to me that said corporation  
executed the same.

*Louis H. Hart*  
\_\_\_\_\_  
Notary Public  
Residing at Pittsburgh, Pa.  


My Commission Expires:  
\_\_\_\_\_  
LOUIS H. HART  
Notary Public  
Allegheny County, Pa.  
My Commission Expires August 11, 1988

Exhibit A

Part II: Exceptions to Real Estate

The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company.

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortages in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof, water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.
7. Defects, liens, encumbrances, adverse claims or other matters, if any, ~~existing~~ appearing in the public records or attaching subsequent to the effective date hereof but prior to ~~the date of the~~ ~~issuance~~ ~~of~~ ~~the~~ ~~policy~~ ~~issued~~ ~~thereon~~ ~~and~~ ~~not~~ ~~shown~~ ~~on~~ ~~the~~ ~~public~~ ~~records~~ ~~for~~ ~~value~~ ~~the~~ ~~estate~~ ~~or~~ ~~interest~~ ~~or~~ ~~mortgage~~ ~~thereon~~ ~~covered~~ ~~by~~ ~~the~~ ~~instrument~~

SECTION 8:

1. Excepting the Denver & Rio Grande Railroad Right of Way, which runs on a diagonal direction across Sec. 8.
2. A reservation of all oil, gas and minerals, as reserved in a Warranty Deed dated April 20, 1957, recorded May 8, 1957 in Book 46 at page 404, executed by George Milner, Jr. and Clara Milner in favor of United States Steel Corporation.
3. A Pole Line Easement granted by George Milner, Jr. and Clara Milner in favor of Utah Power & Light Co., recorded Oct. 14, 1949 in Book J-U at page 17, granting a perpetual easement and right of way for a power line plus essential maintenance necessary over the following described centerline:  
Beg. on the S r/w fence of the D&RGRR a point which is 2,845 feet N and 2,518 feet W of the SE Cor. of Sec. 8, T15S, R11E, thence S 44° 42' E 1,702 feet.
4. An Assignment of Overriding royalty interest of U. S. Oil and Gas Lease recorded May 20, 1981 in Book 206 at page 798, wherein Assignors appear to be Lani Jean Wilson and David L. Patterson, and Assignee is Sonja V. McCormick, granting a 12-1/2% of 5% of 100% interest in the S 1/2 SW 1/4 and SW 1/2 of the SE 1/4 of Sec. 8 and all of Sec. 17.

5. An Assignment of Oil and Gas Lease recorded Dec. 8, 1981 in Book 211 at page 31, wherein Assignor appears to be Jean Okason and Assignee is Hunt Oil Co. Includes the S 1/2 of the SW 1/4 of Sec. 8 and the SW 1/4 SE 1/4 of Sec. 9 and all of Sec. 17.

SECTION 9:

1. A reservation of all Oil, Gas and Minerals in a Warranty Deed recorded May 9, 1957 in Book 46 at page 404, wherein George Milner, Jr. and Clara Milner appear as Grantors and United States Steel Corporation as Grantee. Applies to the W 1/2 SW 1/4 and the SW 1/4 NW 1/4 of Sec. 9.
2. A reservation of all oil, gas and minerals in a correction Warranty Deed dated Dec. 21, 1957, recorded in Book 153 at page 522, wherein Grantors appear to be Phil E. Thayne and Lyla Thayne and the Grantee is The United States Steel Corporation. Affects the N 1/2 SE 1/4 and the SE 1/4 SE 1/4 of Sec. 9.
3. Excepting therefrom the R/W of the O&GRR in the S 1/2 of Sec. 9.
4. An exception in the correction Warranty Deed recorded in Book 53 at page 522, Grantors are Phil E. Thayne and Lyla Thayne and Grantee is United States Steel Corporation, providing that the Grantor's use of the surface of said premises shall not be deemed to constitute an interference with or deprivation of Grantor's reserved mineral rights. (See attached Exhibit No. 9-4)
5. A reservation of the right to drain irrigation waste waters over and across property in Sec. 9, as reserved in a Warranty Deed dated March 24, 1971, recorded April 1, 1971 in Book 124 at page 44, the Grantors are Nick Siaperas and Ileen Siaperas and the Grantee is The United States Steel Corporation. (See attached Exhibit 9-5)
6. An Oil and Gas Lease dated Jan. 15, 1964, recorded Feb. 26, 1964 in Book 89 at page 109, wherein Grantors are Nick Siaperas and Ileen Siaperas and Grantee is Humble Oil Company, for a period of 10 or more years, or as long thereafter as oil, gas or minerals are produced. (Applies to a portion of Sec. 9.)
7. A Grant of Easement Agreement dated April 1, 1971 between Ira Tidwell and Crystal Tidwell as Grantors, and United States Steel Corporation as Grantee, wherein Grantors grant, bargain, sell and convey to Grantee a perpetual easement with a right to pond water and coal refuse material on Grantee's property located South of the N 1/2 of Sec. 9. Grantee shall have a perpetual right and easement on property South of the N 1/2 of Sec. 9 to cause and affectuate such changes and results on the easement premises as may result from operation. (See Exhibit 9-7)
8. A Deed and Indenture Easement dated Mar. 24, 1971 between Nick Siaperas and Ileen Siaperas as Grantors and United States Steel Corporation as Grantee. Grantors grant, bargain and sell to the Grantee a perpetual easement over part of Sec. 9, with the perpetual use to pond water and coal refuse on Grantee's property located generally South of the N 1/2 of Sec. 9. Grantee shall have a perpetual right and easement on property South of the N 1/2 of Sec. 9 to cause and affectuate such changes and results on the easement premises as may result from said operations. (Exhibit 9-8)

9. An Oil, Gas and Mineral Lease dated Oct. 25, 1984, recorded Jan. 9, 1989 in Book 245 at page 487, wherein Lessor is Phil E. Thayne and Lyla Thayne and Lessee is Meany & Johnson Energy Corporation, for a period of 5 years or as long thereafter as oil, gas and minerals are produced. NOTE: Applies to the N 1/2 SE 1/4 and the SE 1/4 SE 1/4 of Sec. 9.

ASSIGNED TO Texaco, Inc. by Assignment of Oil and Gas Lease recorded Jan. 22, 1989 in Book 246 at page 31.

10. An exception for a portion of Sec. 9 which is used as a County Road located in the S 1/2 NE 1/4 as disclosed by the recorded plat thereof.
11. A reservation of the right to drain irrigation waste waters over and across property in Sec. 9 as reserved in a Warranty Deed recorded April 1, 1971 in Book 124 at page 124 executed by Nick Siaperas andileen Siaperas in favor of United States Steel Corp. (See Exhibit 9-5)

SECTION 10:

1. A reservation of all oil and gas to the United States in a Patent recorded Oct. 21, 1957 in Book 7 at page 5 in the SW 1/4 SW 1/4 of Sec. 10.
2. A reservation of all oil, gas and minerals in the NW 1/4 SW 1/4 of Sec. 10 in a correction Warranty Deed recorded in Book 53 at page 522, executed by Phil E. Thayne and Lyla Thayne in favor of United States Steel Corporation.

SECTION 15:

1. A reservation of all oil and gas to the United States in a Patent recorded Oct. 21, 1957 in Book 7 at page 5, including the W 1/2 NW 1/4 of Sec. 15.

SECTION 16:

1. Less that portion of the property in the OSAGAR right of way. (Said R/W runs diagonally from the NW 1/4 SE 1/4 across Sec. 16.)
2. A reservation of coal and other minerals to the State of Utah on the following property, all in Sec. 16:  
N 1/2 NE 1/4; SE 1/4 NE 1/4; NE 1/4 NW 1/4; S 1/2 SE 1/4; Lots 3 and 4;  
S 1/2 SW 1/4, recorded March 23, 1957 in Book 28 at page 36.
3. An Oil, Gas and Hydrocarbon Lease dated Nov. 5, 1984, recorded Feb. 11, 1985 in Book 246 at page 405, from the State of Utah to Texaco, Inc. as Minerals Lease No. 41875, on Lots 3, 4, the S 1/2 S 1/2; N 1/2 NE 1/4; NE 1/4 NW 1/4 and the SE 1/4 NE 1/4 of Sec. 16, for a period of 10 years or as long thereafter as oil, gas or hydrocarbons are produced.

SECTION 17:

1. A reservation of all oil and gas to the United States of America in a Patent recorded Oct. 21, 1957 in Book 7 at page 5 on the SE 1/4 SE 1/4 of Sec. 17.
2. A reservation of all oil and gas in a Patent recorded Dec. 12, 1956 in Book 6A at page 366 on Lot 4 and the NE 1/4 of Sec. 17.

3. An Assignment of overriding royalty interest in a U. S. Oil and Gas Lease recorded May 20, 1981 in Book 206 at page 798, wherein Assignors appear to be Lani Jean Hill and David L. Patterson and Assignee is Sonja V. McCormick. Affects Sec. 17.
4. An Assignment of Oil and Gas Lease recorded Dec. 8, 1981 in Book 213 at page 31, wherein the Assignor appears to be Jean Oakeson and Assignee is Hunt Oil Company. Affects land in Sec. 17.

An Indenture recorded October 4, 1960 in Book 69 at page 298-344 from Utah Power & Light Co. to Morgan Guarantee Trust Company of New York. Said Indenture would affect any easement, right of way or property owned by Utah Power & Light Company.

A judgment search was made in the names of United States Steel Corporation and Kaiser Coal Company and none were found of record.

...

AMENDMENT TO  
COMMITMENT FOR TITLE INSURANCE  
Order # 20,600-C

SECTION 10: Addition to:

3. Excepting a strip of land 16 1/2 feet wide for a pipeline deeded to Carbon Dioxide and Chemical Company By Ernest Y. Milner and Mary E. Milner, recorded January 1, 1939 in Book 5-0 at Page 324, described as follows: Commencing at the Southwest Corner of Section 10, T15S, R11E, thence East a distance of 1320 feet; thence North a distance of 1931.17 feet to point of beginning; thence North 81deg. 25' West on a center line through the middle of a strip of land 15.5 feet wide a distance of 380 feet; Thence North 68deg. 30' West on a center line through the middle of a strip of land 16.5 feet wide a distance of 680 feet.

SECTION 17: Addition to:

3. A reservation of all minerals other than oil and gas in a Warranty Deed executed by George Milner Jr. and Clara Milner in favor of United States Steel Corporation, recorded May 8, 1957 in Book 46 at page 405.

Exhibit A

Part III: Water Rights

Wellington Preparation Plant

- A. Milner Diversion. Certificate of Appropriation of Water, State of Utah, No. 9042, Application No. 27718, a-4661, a-6519 (Water User's Claim No. 91-215), dated February 23, 1972, recorded in Book 130 at page 519 in the office of the Carbon County Recorder, Price, Utah, in the name of United States Steel Corporation, appropriating ten (10.0) c.f.s. of water from the Price River and underground sources for industrial and irrigation uses, from the following points of diversion:

Township 15 South, Range 11 East, SLM

No. 1: North 5 degrees 31' West, 2272 feet from Southeast corner of Section 16; No. 2: South 22 degrees 50' West, 2089 feet from Northeast corner of Section 16; No. 3: North 1410 feet and West, 535 feet from South quarter corner of Section 8; and No. 4: South 22 degrees 31' West, 1880 feet from Northeast corner of Section 16;

- B. Pumphouse Diversion. Certificate of Appropriation of Water, State of Utah, No. 9043, Application No. 27818, a-4662, a-6518 (Water User's Claim No. 91-216), dated February 23, 1972, recorded in Book 130 at page 520 in the office of the Carbon County Recorder, Price, Utah, in the name of United States Steel Corporation, appropriating five (5.0) c.f.s. of water from the Price River and underground well sources for irrigation and industrial uses, and from the following points of diversion:

Township 15 South, Range 11 East, SLM

No. 1: North 5 degrees 31' West, 2272 feet from Southeast corner of Section 16; No. 2: South 22 degrees 50' West, 2089 feet from Northeast corner of Section 16; No. 3: North 1410 feet and West, 535 feet from South quarter corner of Section 8; and No. 4: South 22 degrees 31' West, 1880 feet from Northeast corner of Section 16;

- C. Farnham Diversion. Certificate of Permanent Change of Point of Diversion, Place, Purpose or Period of Use of Water, State of Utah, No. a-713, Change Application No. a-3851, a-4244, a-6520 (Water User's Claim No. 91-371), dated February 25, 1972, recorded in Book 130 at page 518 in the office of the Carbon County Recorder, Price, Utah, in the name of United States Steel Corporation, changing rights to 5.197 c.f.s. of water (limited to 1247 acre feet per year) for irrigation and industrial uses, from the following points of diversion:

Township 15 South, Range 11 East, SLM

No. 1: North 5 degrees 31' West, 2272 feet from Southeast corner of Section 16; No. 2: South 22 degrees 50' West, 2089 feet from Northeast corner of Section 16; No. 3: North 1410 feet and West, 535 feet from South quarter corner of Section 8; and No. 4: South 22 degrees 31' West, 1880 feet from Northeast corner of Section 16;

D. Stockwatering Claims.

1. Water User's Claim No. 91-3882 by United States Steel Corporation to a diligence stockwatering use for 150 cattle from the Price River, from the following point of diversion:

Township 15 South, Range 11 East, SLM

Section 16: Point where stream SIXNW¼ of Section 16 to point where stream leaves NEXSE¼ of Section 16.

2. Water User's Claim No. 91-3883 by United States Steel Corporation to a diligence stockwatering use for 150 cattle from the Price River, from the following point of diversion:

Township 15 South, Range 11 East, SLM

Section 8: Point where stream enters NEXSW¼ of Section 8 to point where stream leaves NEXSW¼ of Section 8.

3. Water User's Claim No. 91-3759 by United States Steel Corporation to a diligence stockwatering use for 150 cattle from the Price River, from the following point of diversion:

Township 15 South, Range 11 East, SLM

Section 9: Point where stream enters SW $\frac{1}{4}$ NW $\frac{1}{4}$   
of Section 9 to point where stream leaves  
SE $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 9.

- E. Water Agreement. Rights to a maximum of ten (10.0)  
second feet of water under Application No. 35177  
for irrigation and industrial uses pursuant to an  
Agreement dated December 17, 1974, between Price  
River Water Improvement District and United States  
Steel Corporation.

Case No. 011-206  
Income ✓  
Abstracted ✓  
Recd. Fee 2.20

S. E. Utah Title

DEED OF WATER RIGHTS

(UTAH) •

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1000 257  
Page 674-676

THIS DEED OF WATER RIGHTS (this "Deed") dated as of December 30, 1988, is from UNITED STATES STEEL CORPORATION, a Delaware corporation, 600 Grant Street, Pittsburgh, Pennsylvania 15230 ("U.S. Steel") to KAISER COAL CORPORATION, a Delaware corporation, 102 South Tejon, Suite 800, P.O. Box 2679, Colorado Springs, Colorado 80901-2679 ("Kaiser").

FOR AND IN CONSIDERATION of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, U.S. Steel, as successor in interest by merger and consolidation to United States Steel Corporation, a New Jersey corporation, hereby grants, bargains, sells and conveys to Kaiser, without representations or warranty of title whatsoever, the water rights described on Schedule I attached hereto (the "Water Rights"); together with any and all water and water rights, ditch and ditch rights, reservoir and reservoir rights and wells and well rights appurtenant to or used upon the real property described in Special Warranty Deed of even date between the parties which rights are conveyed without any warranty of title, either express or implied.

TO HAVE AND TO HOLD the Water Rights unto Kaiser and its successors and assigns forever.

EXECUTED this 12<sup>th</sup> day of February, 1988, to be effective for all purposes as of the date first above written.

UNITED STATES STEEL CORPORATION

ATTEST:

[Signature]  
(Seal) Assistant Secretary

By [Signature]

STATE OF Pennsylvania )  
 ) ss.  
CITY AND COUNTY Pittsburgh/  
 )  
 Allegheny

On the 12th day of February, 1986, personally appeared before me G. Colombari, who, being by me duly sworn did say that he is the Sr. Vice President-Steel & Related Resources of UNITED STATES STEEL CORPORATION, and that said instrument was signed in behalf of said corporation by authority of its by-laws and said G. Colombari acknowledged to me that said corporation executed the same.

Leslie Hitt  
Notary Public  
Residing at Pittsburgh, Pa.

My Commission Expires:

LOIS A. WITT, Notary Public  
Notary Public  
Commission Expires October 14, 1988

SCHEDULE I

WATER RIGHTS

Statement of Water User's Claim No. 91-254. Certificate of Appropriation Application No. J0076, claiming priority date of July 19, 1958 for industrial use of 0.15 cfs from January 1 to December 31, for the Wellington Preparation Plant at the following point of diversion located in Carbon County, Utah:

Township 15 South, Range 11 East, SLM  
South 78 degrees 23' East, 1321.8 feet  
from the Northwest corner of Section 16;

Statement of Water User's Claim No. 91-255. Certificate of Appropriation Application No. J0080, claiming priority date of July 19, 1958 for industrial use of 0.21 cfs from January 1 to December 31, for the Wellington Preparation Plant at the following point of diversion located in Carbon County, Utah:

Township 15 South, Range 11 East, SLM  
South 22 degrees 42' West, 1919 feet  
from the Northeast corner of Section 16.