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Norman H. Bangerter
Governor
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Executive Director
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Division Director

State of Utah

DEPARTMENT OF NATURAL RESOURCES
DIVISION OF OIL, GAS AND MINING

355 West North Temple
3 Triad Center, Suite 350
Salt Lake City, Utah 84180-1203
801-538-5340

September 17, 1991

Mr. Jon Passic
Castle Valley Resources
P. O. Box 766
Wellington, Utah 84542

Dear Mr. Passic:

Re: Proof of Liability Insurance, Castle Valley Resources, Wellington Prep Plant, ACT/007/012, Folder #2, Carbon County, Utah

This letter is to follow up on the June 17, 1991 letter (copy enclosed) sent to all operators regarding Certificates of Liability Insurance. Although we have received a copy of your certificate of insurance there still appears to be a couple of deficiencies which need to be addressed.

Your certificate (copy enclosed) is not clear as to what operation is insured. The mine name is listed as Crandall Canyon Mine but then lists the permit number for the Wellington Prep Plant. There should be a separate certificate for each operation listing the operation name and the state permit number.

Please correct the above deficiencies and submit an amended certificate within 30 days. If you have any questions, please feel free to call me.

Sincerely,

Daron R. Haddock

Daron R. Haddock
Permit Supervisor

Attachment
cc: P. Grubaugh-Littig
R. Harden
P. Collins, Genwal Coal Co.
INSURANC.LET

Original in fireproof file. ACT 007012 #4 Copy PAN

ACORD. CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY): 7-29-91

PRODUCER

PRICE INSURANCE AGENCY
54 W. MAIN STREET
BOX 871
PRICE, UTAH 84501

CODE 44533 **SUB-CODE**

INSURED

NEVADA ELECTRIC INVESTMENT CO.
GENWAL COAL CO.
CASTLE VALLEY RESOURCES
P.O. BOX 1201
HUNTINGTON, UT 84528-1201

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW

COMPANIES AFFORDING COVERAGE

COMPANY LETTER A	NATIONAL UNION FIRE INS. CO. OF PITTSBURGH, PA
COMPANY LETTER B	
COMPANY LETTER C	
COMPANY LETTER D	
COMPANY LETTER E	

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. ~~LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS~~

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	ALL LIMITS IN THOUSANDS
	GENERAL LIABILITY				
	x COMMERCIAL GENERAL LIABILITY				
A	x CLAIMS MADE OCCUR.	GLCM 541-97-43RA	01-01-91	01-01-92	
	OWNER'S & CONTRACTOR'S PROT.				
	x XCU (INCLUDED)				
	AUTOMOBILE LIABILITY				
	ANY AUTO				
	ALL OWNED AUTOS				
	SCHEDULED AUTOS				
	HIRED AUTOS				
	NON-OWNED AUTOS				
	GARAGE LIABILITY				
	EXCESS LIABILITY				
	OTHER THAN UMBRELLA FORM				
	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY				
	OTHER				

GENERAL AGGREGATE	$ 2,000,
PRODUCTS-COMP/OPS AGGREGATE	$ 1,000,
PERSONAL & ADVERTISING INJURY	$ 1,000,
EACH OCCURRENCE	$ 1,000,
FIRE DAMAGE (Any one fire)	$ 50,
MEDICAL EXPENSE (Any one person)	$ 5,
COMBINED SINGLE LIMIT	$
BODILY INJURY (Per person)	$
BODILY INJURY (Per accident)	$
PROPERTY DAMAGE	$
EACH OCCURRENCE	$
AGGREGATE	$
STATUTORY	
$	(EACH ACCIDENT)
$	(DISEASE—POLICY LIMIT)
$	(DISEASE—EACH EMPLOYEE)

RECEIVED
JUL 31 1991
DIVISION OF
OIL GAS & MINING

MINE NAME: GENWAL COAL COMPANY CRANDALL CANYON MINE MINE NUMBER: ACT 007012

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS

CLAIMS MADE RETRODATE: 12/22/86; CONTINUOUS COVERAGE SINCE 12/22/86 WITH SAME CARRIER; PRIOR POLICY #GLCM 540-7464; EXTENDED REPORTING PERIODS (SEE ATTACHED FORM CG0002 11-88 PAGES 11 AND 12); EXCLUSIONS: NUCLEAR ENERGY LIABILITY; TOTAL POLLUTION; TESTING OR CONSULTING E&O; ENGINEERS, ARCHITECTS OR SURVEYORS PROF. LIABILITY; ASBESTOS; RADIOACTIVE; EMPLOYEE BODILY INJURY.

CERTIFICATE HOLDER

STATE OF UTAH, DIVISION OF OIL, GAS & MINING
WEST NORTH TEMPLE
RIAD CENTER SUITE 350
SLC, UTAH 84180-1203

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CHANGED AND/OR CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL (CERTIFIED) 45 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT.

AUTHORIZED REPRESENTATIVE

Roy Anthony Nikas
ROY ANTHONY NIKAS

ACORD 25-S (3/88)

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We compile claim and "occurrence" information for our own business purposes and exercise reasonable care in doing so. In providing this information to the first Named Insured, we make no representations or warranties to insureds, insurers, or others to whom this information is furnished by or on behalf of any insured. Cancellation or non-renewal will be effective even if we inadvertently provide inaccurate information.

SECTION V – EXTENDED REPORTING PERIODS

1. We will provide one or more Extended Reporting Periods, as described below, if:
   a. This Coverage Part is cancelled or not renewed; or
   b. We renew or replace this Coverage Part with insurance that:
      (1) Has a Retroactive Date later than the date shown in the Declarations of this Coverage Part; or
      (2) Does not apply to "bodily injury," "property damage," "personal injury" or "advertising injury" on a claims-made basis.
2. Extended Reporting Periods do not extend the policy period or change the scope of coverage provided. They apply only to claims for:
   a. "Bodily injury" or "property damage" that occurs before the end of the policy period but not before the Retroactive Date, if any, shown in the Declarations; or
   b. "Personal injury" or "advertising injury" caused by an offense committed before the end of the policy period but not before the Retroactive Date, if any, shown in the Declarations.

   Once in effect, Extended Reporting Periods may not be cancelled.
3. A Basic Extended Reporting Period is automatically provided without additional charge. This period starts with the end of the policy period and lasts for:
   a. Five years for claims because of "bodily injury" and "property damage" arising out of an "occurrence" reported to us, not later than 60 days after the end of the policy period, in accordance with paragraph 2.a. of COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV);
   b. Five years because of claims for "personal injury" and "advertising injury" arising out of an offense reported to us, not later than 60 days after the end of the policy period, in accordance with paragraph 2.a. of COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV); or
   c. Sixty days for all other claims.

   The Basic Extended Reporting Period does not apply to claims that are covered under any subsequent insurance you purchase, or that would be covered but for exhaustion of the amount of insurance applicable to such claims.
4. A Supplemental Extended Reporting Period of unlimited duration is available, but only by an endorsement and for an extra charge. This supplemental period starts when the Basic Extended Reporting Period, set forth in paragraph 3. above, ends.

   You must give us a written request for the endorsement within 60 days after the end of the policy period. The Supplemental Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due.

   We will determine the additional premium in accordance with our rules and rates. In doing so, we may take into account the following:
   a. The exposures insured;
   b. Previous types and amounts of insurance;
   c. Limits of Insurance available under this Coverage Part for future payment of damages; and
   d. Other related factors.

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The additional premium will not exceed 200% of the annual premium for this Coverage Part.

This endorsement shall set forth the terms, not inconsistent with this Section, applicable to the Supplemental Extended Reporting Period, including a provision to the effect that the insurance afforded for claims first received during such period is excess over any other valid and collectible insurance available under policies in force after the Supplemental Extended Reporting Period starts.

5. The Basic Extended Reporting Period does not reinstate or increase the Limits of Insurance.

6. If the Supplemental Extended Reporting Period is in effect, we will provide the separate aggregate limits of insurance described below, but only for claims first received and recorded during the Supplemental Extended Reporting Period.

   The separate aggregate limits of insurance will be equal to the dollar amount shown in the Declarations in effect at the end of the policy period for such of the following limits of insurance for which a dollar amount has been entered:

   General Aggregate Limit
   Products-Completed Operations Aggregate Limit

   Paragraphs 2. and 3. of LIMITS OF INSURANCE (Section III) will be amended accordingly. The Personal and Advertising Injury Limit, the Each Occurrence Limit and the Fire Damage Limit shown in the Declarations will then continue to apply, as set forth in paragraphs 4., 5. and 6. of that Section.

SECTION VI - DEFINITIONS

1. "Advertising injury" means injury arising out of one or more of the following offenses:
   a. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
   b. Oral or written publication of material that violates a person's right of privacy;
   c. Misappropriation of advertising ideas or style of doing business; or
   d. Infringement of copyright, title or slogan.
2. "Auto" means a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment."
3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
4. "Coverage territory" means:
   a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
   b. International waters or airspace, provided the injury or damage does not occur in the course of travel or transportation to or from any place not included in a. above; or
   c. All parts of the world if:
      (1) The injury or damage arises out of:
         (a) Goods or products made or sold by you in the territory described in a. above; or
         (b) The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; and
      (2) The insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in a. above or in a settlement we agree to.
5. "Impaired property" means tangible property, other than "your product" or "your work," that cannot be used or is less useful because:
   a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
   b. You have failed to fulfill the terms of a contract or agreement;

   if such property can be restored to use by:
   a. The repair, replacement, adjustment or removal of "your product" or "your work;" or
   b. Your fulfilling the terms of the contract or agreement.
6. "Insured contract" means:
   a. A lease of premises;
   b. A sidetrack agreement;

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