Outgoing
C0070012
#4410
R

State of Utah
DEPARTMENT OF NATURAL RESOURCES

MICHAEL R. STYLER
Executive Director

Division of Oil, Gas and Mining
JOHN R. BAZA
Division Director

GARY R. HERBERT
Governor

SPENCER J. COX
Lieutenant Governor

November 12, 2013

Patrick Collins, Resident Agent
Mt. Nebo Scientific
P.O. Box 337
Springville, Utah 84663

Subject: Approval of Permit Transfer, Wellington Preparation Facility, from Nevada Electric Investment Company to Price River Terminal, LLC, C/007/0012, Task #4410

Dear Mr. Collins:

The permit transfer for the Wellington Preparation Facility is approved. Enclosed are two (2) copies of the revised permanent program permit. Please note the special conditions attached.

Please have both permits signed by the designated signatory authority and return one signed copy to the Division.

Also enclosed is a stamped incorporated copy of the Chapter 1 revisions that reflect the new ownership and control for insertion into the MRP and a copy of the fully-signed and executed Reclamation Agreement.

Good luck in your mining endeavors. If you have any questions, please call me at (801) 538-5334 or Daron Haddock at (801) 538-5325.

Sincerely,

John R. Baza
Director

JRB/DRH/sqs
Enclosures
O:\007012.WEL\PERMIT\2013Transfer\DecisionDocument.doc

UTAH DIVISION OF OIL, GAS AND MINING
STATE DECISION DOCUMENT
For
PERMIT TRANSFER

Price River Terminal, LLC
Wellington Preparation Facility
C/007/0012
Carbon County, Utah

November 12, 2013

CONTENTS

* Administrative Overview
* Permitting Chronology
* Findings
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* Affidavit of Publication
* Carbon County Commission Letter of Support
* AVS Recommendation

ADMINISTRATIVE OVERVIEW

Price River Terminal, LLC
Wellington Preparation Facility
C/007/0012
Carbon County, Utah

November 12, 2013

PROPOSAL

The Wellington Preparation Facility Permit currently held by NEICO will be transferred to Price River Terminal, LLC.

BACKGROUND

The Wellington Preparation Facility was a coal loading facility located on privately owned land near Wellington, Utah. This plant was completed in 1958 by United States Steel Corporation. The cleaning plant was located west of the Price River adjacent to the Denver and Rio Grande Western railroad. The primary reject disposal area was located east of the Price River and was connected to the cleaning plant by the refuse pipeline and a clear water pipeline. The refuse material was pumped from the cleaning plant to the refuse disposal area.

The coarse refuse was placed in the refuse waste pile and the fine, high ash coal flowed with the carrying water to the upper refuse pond. The fine material began to drop out in the upper refuse pond. The partially clarified water passed to the lower refuse pond where the balance of the fine coal dropped and clear water passed to the clear water holding pond for the return to the coal cleaning plant on the west side of the Price River.

The initial permanent program permit for this site was issued to United States Steel Corporation on December 10, 1984. The plant was subsequently put into temporary cessation of operations. On February 25, 1986, the permit was transferred to Kaiser Coal Corporation who never activated the plant. Kaiser Coal Corporation went into bankruptcy in February of 1987. Genwal Coal Company purchased the property through the bankruptcy court in August 1989 and the permit was transferred to them on October 10, 1989.

The site was reactivated on approximately December 1, 1989 and was used primarily as a coal loading facility. The permit was subsequently transferred to Castle Valley Resources, Inc. on December 5, 1991 and then transferred again on April 18, 1994 to Nevada Electric Investment Company (NEICO.) COVOL, a separate company (now called Headwaters), removed fines from the slurry pond to process into coal briquettes for a few years on the east side of the facility. This activity was done under NEICO's permit. The facility has been essentially idle since 1999. Most

of the buildings and facilities on the west side were removed in 1997. In October 2004, more interim reclamation work was done on the east side of the permit area, including removing the bridge. Phase I bond release is not currently being pursued by the permittee.

PUBLIC NOTICE

The applicant published notice for the permit transfer on August 29, 2013 and September 3, 5, 10, 12, 17, 19 and 24, 2013 in the Sun Advocate. No comments, objections, or requests for informal conference were received by the Division during the 30-day comment period.

AVS CHECK

A review of the AVS system was conducted on October 17, 2013 and November 12, 2013. The system showed that there were no outstanding violations for NEICO or Price River Terminal, LLC. Price River Terminal is clear to receive a permit.

RECOMMENDATION

The Division made the decision on October 18, 2013 to approve the permit transfer on the fact that 1) The terms and conditions of the existing permit are being satisfactorily met; 2) The present coal mining and reclamation operations are in compliance with the environmental protection standards of the State Program; 3) The transfer does not substantially jeopardize the operator's continuing ability to comply with the State Program on existing permit areas; and 4) The operator has provided evidence of having liability insurance and a performance bond which will be in effect for the operation and will continue in full force and effect.

PERMITTING CHRONOLOGY

Price River Terminal, LLC
Wellington Preparation Facility
C/007/0012
Carbon County, Utah

November 12, 2013

August 12, 2013	Price River Terminal submitted a permit transfer application for the Wellington Preparation Facility.
August 22, 2013	The Division receives a letter from the Carbon County Board of Commissioners in support of the permit transfer to Price River Terminal, LLC.
August 29, 2013 and September 3, 5, 10, 12, 17, 19 and 24, 2013	Price River Terminal, LLC advertises public notice of permit transfer for the Wellington Preparation Facility in the Sun Advocate.
September 11, 2013	The Division addresses deficiencies in the permit transfer application.
September 30, 2013	End of comment period. No comments received.
October 8, 2013	Price River Terminal, LLC resubmits the permit transfer application with the deficiencies addressed.
October 23, 2013	Conditional Approval of Permit Transfer based on the posting of a reclamation bond with the Division in the amount of $4,142,000.
November 12, 2013	Price River Terminal, LLC posts reclamation bond with the Division in the amount of $4,142,000 effective November 5, 2013 and it is accepted by the Division.
November 12, 2013	A compliance check through the AVS system is completed showing no outstanding violations for either NEICO or Price River Terminal, LLC.
November 12, 2013	Division approves the transfer of the Wellington Preparation Facility permit.

PERMIT RENEWAL FINDINGS

NEICO
Wellington Preparation Plant
C/007/0012
Carbon County, Utah

November 12, 2013

1. The permit transfer application was submitted and contained all of the information required under R645-303-321.

2. The application for transfer was advertised in a newspaper of general circulation. (Published in the Sun Advocate on August 29, 2013 and September 3, 5, 10, 12, 17, 19 and 24, 2013) (R645-303-322).

3. The applicant is eligible to receive a permit. (See AVS Evaluation dated , 2013.)

4. The pubic was provided opportunity to provide comment on the transfer application through advertisement in the local newspaper. No comments were received. (R645-303-330).

5. The permittee has provided evidence of maintaining liability insurance (Steadfast Insurance Company # (R645-303-233.140).

6. The operator has posted a reclamation surety in the required amount and has provided evidence that the surety will remain in full effect for the permit period. (Letter of Credit with Omni American Bank #: in the amount of $4,142,000). (R645-303-342).

7. The operator has submitted all information as required to date, by the Division for this transfer. (R645-303-343).

Dave Haddock
Permit Supervisor

Associate Director of Mining

John R. Bay
Director

NON-FEDERAL **PERMIT** **November 12, 2013**
C/007/0012

STATE OF UTAH
DEPARTMENT OF NATURAL RESOURCES
DIVISION OF OIL, GAS AND MINING
1594 West North Temple
Box 145801
Salt Lake City, Utah 84114-5801
(801) 538-5340

This permit, C/007/0012, is issued for the state of Utah by the Utah Division of Oil, Gas and Mining (DOGM) to:

Price River Terminal, LLC
3215 West 4th Street
Fort Worth, Texas 76107
(817)-717-1000

for the Wellington Preparation Plant. Price River Terminal, LLC is the owner of fee owned parcels. A Surety Bond is filed with the Division of Oil, Gas and Mining in the amount of $4,142,000, payable to the state of Utah, Division of Oil, Gas and Mining. The Division must receive a copy of this permit signed and dated by the Permittee.

Sec. 1 **STATUTES AND REGULATIONS** - This permit is issued pursuant to the Utah Coal Mining and Reclamation Act of 1979, Utah Code Annotated (UCA) 40-10-1 et seq, hereafter referred to as the Act.

Sec. 2 **PERMIT AREA** - The Permittee is authorized to conduct coal mining and reclamation operations on the following described land within the permit area at the Wellington Preparation Plant situated in the state of Utah, Carbon County, and located in:

Township 15 South, Range 11, East, SLB & M

Section 8:	**E1/2 SE1/4 (portions south of Ridge Road),W1/2 SE1/4 (portions south of Ridge Road) except portion N of the railroad tracks;**
Section 9:	**S1/2, portions of S1/2 N1/2;**
Section 10:	**W1/2 SW1/4;**
Section 15:	**W1/2 NW1/4;**
Section 16:	**All; and**
Section 17:	**E1/2 SE1/4, NE1/4.**

This legal description is for the permit area of the Wellington Preparation Plant. The Permittee is authorized to conduct coal mining and reclamation operations.

Sec. 3 **COMPLIANCE** - The Permittee will comply with the terms and conditions of the permit, all applicable performance standards and requirements of the State Program.

Sec. 4 **PERMIT TERM** - This permit becomes effective on November 12, 2013 and expires on December 9, 2014.

Sec. 5 **ASSIGNMENT OF PERMIT RIGHTS** - The permit rights may not be transferred, assigned or sold without the written approval of the Division Director, (DOGM). Transfer, assignment or sale of permit rights must be done in accordance with applicable regulations, including but not limited to 30 CFR 740.13{e} and R645-303-300.

Sec. 6 **RIGHT OF ENTRY** - The Permittee shall allow the authorized representative of the Division of Oil, Gas and Mining, including but not limited to inspectors, and representatives of the Office of Surface Mining Reclamation and Enforcement, without advance notice or a search warrant, upon presentation of appropriate credentials, and without delay to:

(a) have the rights of entry provided for in 30 CFR 840.12, R645-400-220, 30 CFR 842.13 and R645-400-110; and,

(b) be accompanied by private persons for the purpose of conducting an inspection in accordance with R645-400-100 and R645-400-200, when the inspection is in response to an alleged violation reported by the private person.

Sec. 7 **SCOPE OF OPERATIONS** - The Permittee shall conduct coal mining and reclamation only on those lands specifically designated as within the permit area on the maps submitted in the mining and reclamation plan and permit application and approved for the term of the permit and which are subject to the Surety Bond.

Sec. 8 **ENVIRONMENTAL IMPACTS** - The Permittee shall minimize any adverse impact to the environment or public health and safety through but not limited to:

(a) accelerated monitoring to determine the nature and extent of noncompliance and the results of the noncompliance;

(b) immediate implementation of measures necessary to comply; and

(c) warning, as soon as possible after learning of such noncompliance, any person whose health and safety is in imminent danger due to the noncompliance.

Sec. 9 **DISPOSAL OF POLLUTANTS** - The Permittee shall dispose of solids, sludge, filter backwash or pollutants in the course of treatment or control of waters or emissions to the air in the manner required by the approved Utah State Program and the Federal Lands Program which prevents violation of any applicable state or federal law.

Sec. 10 **CONDUCT OF OPERATIONS** - The Permittee shall conduct its operations:

(a) in accordance with the terms of the permit to prevent significant, imminent environmental harm to the health and safety of the public; and

(b) utilizing methods specified as conditions of the permit by Division of Oil, Gas and Mining in approving alternative methods of compliance with the performance standards of the Act, the approved Utah State Program and the Federal Lands Program.

Sec. 11 **EXISTING STRUCTURES** - As applicable, the Permittee will comply with R645-301 and R645-302 for compliance, modification, or abandonment of existing structures.

Sec. 12 **RECLAMATION FEE PAYMENT** - The operator shall pay all reclamation fees required by 30 CFR part 870 for coal produced under the permit, for sale, transfer or use.

Sec. 13 **AUTHORIZED AGENT** - The Permittee shall provide the names, addresses and telephone numbers of persons responsible for operations under the permit to whom notices and orders are to be delivered.

Sec. 14 **COMPLIANCE WITH OTHER LAWS** - The Permittee shall comply with the provisions of the Water Pollution Control Act (33 USC 1151 et seq,) and the Clean Air Act (42 USC 7401 et seq), UCA 26-11-1 et seq, and UCA 26-13-1 et seq.

Sec. 15 **PERMIT RENEWAL** - Upon expiration, this permit may be renewed for areas within the boundaries of the existing permit in accordance with the Act, the approved Utah State Program and the Federal Lands Program.

Sec. 16 **CULTURAL RESOURCES** - If during the course of mining operations, previously unidentified cultural resources are discovered, the Permittee shall ensure that the site(s) is not disturbed and shall notify the Division. After coordination with the Office of Surface Mining, the Division shall inform the Permittee of necessary actions required. The Permittee shall implement the mitigation measures required by the Division within the time frame specified by the Division.

Sec. 17 **APPEALS** - The Permittee shall have the right to appeal as provided for under R645-300.

Sec. 18 SPECIAL CONDITIONS - There is a special condition associated with this permitting action as described in Attachment A.

The above conditions (Secs. 1-18) are also imposed upon the Permittee's agents and employees. The failure or refusal of any of these persons to comply with these conditions shall be deemed a failure of the Permittee to comply with the terms of this permit. The Permittee shall require his agents, contractors and subcontractors involved in activities concerning this permit to include these conditions in the contracts between and among them. These conditions may be revised or amended, in writing, by the mutual consent of the Division and the Permittee at any time to adjust to changed conditions or to correct an oversight. The Division may amend these conditions at any time without the consent of the Permittee in order to make them consistent with any new federal or state statutes and any new regulations.

THE STATE OF UTAH

By: _____

Date: 11/12/13

I certify that I have read, understand and accept the requirements of this permit and any special conditions attached.

_____

Authorized Representative of the Permittee

Date: _____

ATTACHMENT A

STIPULATIONS

1. Price River Terminal, LLC will submit water quality data for the Wellington Preparation Plant in an electronic format through the Electronic Data Input web site, http://linux1.ogm.utah.gov/cgi-bin/appx-ogm.cgi.

AFFIDAVIT OF PUBLICATION

STATE OF UTAH)

ss.

County of Carbon.)

I. Richard Shaw. on oath. say that I am the Publisher of the Sun Advocate, a twice-weekly newspaper of general circulation. published at Price. State of Utah a true copy of which is hereto attached. was published in the full issue of such newspaper for 8 (Eight) consecutive issues. and on the Utah legals.com website. the first publication was on the 29th day of August. 2013. and that the last publication of such notice was in the issue of such newspaper dated the 24th day of September 2013.

Richard Shaw – Publisher

Subscribed and sworn to before me this 24th day of September. 2013.

Notary Public My commission expires January 10. 2015 Residing at Price. Utah

Publication fee. $ 604.80

LINDA THAYN
NOTARY PUBLIC-STATE OF UTAH
COMMISSION# 604351
COMM. EXP. 01-10-2015

NOTICE

Notice is hereby given that Price River Terminal, LLC ("PRT"), whose address is 3215 West 4th Street, Fort Worth TX, 76107, has submitted an application to the Division of Oil, Gas & Mining for transfer of all operating and permitting rights in the Wellington Preparation Plant, Permit No. ACT 007/012 under the provisions of R645-303-300, from Nevada Electric Investment Company ("NEICO"). The permit area is located in Carbon County, Utah, and is described as follows:

Township 15 South, Range 11 East, SLBM
Section 8: SE ¼, NE ¼, E ½, SE ¼, W ½, SE ¼ except portion north of railroad tracks
Section 9: S ½, portion of S ½, N ½
Section 10: W ½, SW ¼
Section 15: W ½, NW ¼
Section 16: All
Section 17: E ½, SE ¼, NE ¼

Pertinent comments are solicited from anyone affected by this proposal. Such comments should be filed within the next thirty (30) days with:

State of Utah, Department of Natural Resources
Division of Oil, Gas & Mining
1594 West North Temple
Suite 1210
Salt Lake City, UT 84116

Published in the Sun Advocate August 29, September 3, 5, 10, 12, 17, 19, and 24, 2013.

C/007/012 Incoming
cc: Dana, Daron, Steve,

RECEIVED
AUG 22 2013
DIV. OF OIL, GAS & MINING

#4391
ok

CARBON COUNTY
18 94
COAL IS KING

"Strength Through Diversity"

August 21, 2013

Daron R. Haddock
Coal Program Manager
Utah Division of Oil, Gas & Mining
1594 W North Temple, Suite 1210
Salt Lake City, Utah 84116

John Jones
Commissioner
(435) 636-3271

Jae Potter
Commissioner
(435) 636-3273

Casey Hopes
Commissioner
(435) 636-3212

Dear Mr. Haddock;

RE: Wellington Prep Plant

CB&I, formerly Shaw Environmental, Inc., has presented a permit transfer application on behalf of Price River Terminal, LLC (PRT). PRT intends to purchase the Wellington Prep Property and requests DOGM approve the application to transfer permit number C/007/012 from Nevada Electric Investment Company (NEICO) to PRT. PRT plans to operate the property as a "Crude-by-Rail" trans-loading facility. Crude oil will be delivered to PRT by truck where it will be transferred from trucks to railcars for shipment to various crude oil refineries throughout the United States. NEICO is requiring DOGM approval of the permit transfer application as a condition of the purchase and sale agreement. PRT understands that additional information and funding of the bond must occur before the permit can be actually transferred.

This project is an important economic development project for Carbon County. Approval and transfer of the permit begins a process of moving 1,534 acres from an unproductive use to an active industrial site. This site will help diversify our industrial base and strengthen our economy. It is important to Carbon County this transfer happens as quickly as possible. If there are any problems or snags, please call me immediately. As I said, this is important for Carbon County.

Thank you for your help,
CARBON COUNTY BOARD OF COMMISSIONERS

Casey Hopes
Commission Chairman

CH/sl

GARY R. HERBERT
Governor

SPENCER J. COX
Lieutenant Governor

State of Utah

DEPARTMENT OF NATURAL RESOURCES

MICHAEL R. STYLER
Executive Director

Division of Oil, Gas and Mining

JOHN R. BAZA
Division Director

November 12, 2013

TO: Internal File

FROM: Daron R. Haddock, Permit Supervisor

RE: Compliance Review for Section 510 (c) Findings – Wellington Preparation Facility, Price River Terminal, LLC, C/007/0012, Task ID #4410

As of the writing of this memo, there are no NOVS or COs which are not corrected or in the process of being corrected. There are no finalized Civil Penalties, which are outstanding and overdue in the name of Price River Terminal, LLC or NEICO. Price River Terminal, LLC nor NEICO demonstrate a pattern of willful violations, or have they been subject to any bond forfeitures for any operation in the state of Utah.

The recommendation from the Applicant Violator System (AVS) denotes that all connected entities either do not have any civil penalties or are under a settlement agreement (attached).

O:\007012.WEL\PERMIT\2013TRANSFER\510C.DOC

1594 West North Temple, Suite 1210, PO Box 145801, Salt Lake City, UT 84114-5801
telephone (801) 538-5340 • facsimile (801) 359-3940 • TTY (801) 538-7458 • *www.ogm.utah.gov*

UTAH DNR OIL, GAS & MINING

U.S. Department of the Interior Office of Surface Mining
Applicant/Violator System

Click for the Office of Surface Mining Website

suzanne.steab (UT) | Logo

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HOME > ENTITY EVALUATE

Evaluation on Permit Number: ACT007012 SEQ:7
0 Violations

Print Report

Permit Evaluation

Permit Number	ACT007012 SEQ:7
Permitee Name	120552 Nevada Electric Investment Corp
Date of Request	11/12/2013 10:25:47 AM
Requestor	suzanne.steab

CAUTION: The Applicant/Violator System (AVS) is an informational database. Permit eligibility determinations are made by the regulatory authority with jurisdiction over the permit application not by the AVS. Results which display outstanding violations may not include critical information about settlements or other conditions that affect permit eligibility. Consult the AVS Office at 800-643-9748 for verification of information prior to making decisions on these results.

There were no violations retrieved by the system

Evaluation OFT

Entities: 33

142970 Nevada Power Co - ()
---104742 David Barneby - (Vice President)
---104747 Charles A Lenzie - (Chairman of the Board)
---104747 Charles A Lenzie - (Chief Executive Officer)
---120552 Nevada Electric Investment Corp - (Subsidiary Company)
------252892 Paul J Kaleta - (Secretary)
------253587 Robert E Stewart - (President)
------253588 Tony F. Sanchez - (Vice President)
------253589 Jonathan S. Halkyard - (Treasurer)
---127857 Richard L Hinckley - (Director)
---127857 Richard L Hinckley - (Vice President)
---142971 Cynthia K Gilliam - (Vice President)
---142972 Steven W Rigazio - (Vice President)
---142973 Gloria Banks Weddle - (Vice President)
---142974 Mary Lee Coleman - (Director)
---142975 Fred D Gibson Jr - (Director)

---142976 John L Goolsby - (Director)
---142977 Jerry Herbst - (Director)
---142978 C L Ryan - (Director)
---142979 Frank E Scott - (Director)
---142980 Arthur M Smith - (Director)
---142981 J A Tiberti - (Director)
---149805 Walter M Higgins - (Chairman of the Board)
---149805 Walter M Higgins - (Chief Executive Officer)
---149805 Walter M Higgins - (Director)
---149805 Walter M Higgins - (President)
---149806 Jeffrey L Ceccarelli - (Senior Vice President)
---149814 Krestine M Corbin - (Director)
---149815 Theodore H Day - (Director)
---149816 James R Donnelley - (Director)
---149818 John F O`reilly - (Director)
---156428 Michael W Yackira - (Chief Financial Officer)
---156428 Michael W Yackira - (Executive Vice President)
---156430 Ernest E East - (General Counsel)
---156430 Ernest E East - (Secretary)
---156430 Ernest E East - (Senior Vice President)
---156431 Donald L Shalmy - (President)
---156433 Roberto R Denis - (Senior Vice President)
---156434 Stephen R Wood - (Senior Vice President)
---156435 Joseph B Anderson Jr - (Director)
---156436 Philip G Satre - (Director)

Narrative

Request Narrative

U.S. Department of the Interior Office of Surface Mining
Applicant/Violator System

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suzanne.steab (LT) | Logo

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Evaluation on Application Number: ACT007012 SEQ:8
0 Violations

Print Report

Application Evaluation

Application Number	ACT007012 SEQ:8
Applicant Name	254491 Price River Terminal, LLC
Date of Request	11/12/2013 10:26:36 AM
Requestor	suzanne.steab

CAUTION: The Applicant/Violator System (AVS) is an informational database. Permit eligibility determinations are made by the regulatory authority with jurisdiction over the permit application not by the AVS. Results which display outstanding violations may not include critical information about settlements or other conditions that affect permit eligibility. Consult the AVS Office at 800-643-9748 for verification of information prior to making decisions on these results.

There were no violations retrieved by the system

Evaluation OFT

Entities: 18

254597 Global One Transport, Inc. - ()
---254487 Timothy P Stanley - (President)
---254488 Russell D. Dial - (Vice President)
---254489 Jason D. Dial - (Secretary)
---254490 Darrel D. Dial - (Treasurer)
---254491 Price River Terminal, LLC - (Subsidiary Company)
254599 Watco Holdings, Inc. - ()
---148819 Richard B Webb - (Trustee)
---254492 Watco Transloading, LLC - (Subsidiary Company)
------148819 Richard B Webb - (Chief Executive Officer)
------254493 Terrance D. Towner - (President)
------254494 Gary L. Lundy - (Executive Vice President)
------254494 Gary L. Lundy - (Secretary)
------254494 Gary L. Lundy - (Treasurer)
------254495 Arthur E. McKechnie, III - (Assistant Secretary)
------254495 Arthur E. McKechnie, III - (Corporate Officer)

------254495 Arthur E. McKechnie, III - (Executive Vice President)
------254496 Craig R. Richey - (Assistant Secretary)
------254496 Craig R. Richey - (Executive Vice President)
------254496 Craig R. Richey - (General Counsel)
------254497 Rick D. Baden - (Assistant Secretary)
------254497 Rick D. Baden - (Chief Operations Officer)
------254497 Rick D. Baden - (Executive Vice President)
------254498 Matt McKenzie - (Assistant Treasurer)
------254498 Matt McKenzie - (Chief Financial Officer)
------254498 Matt McKenzie - (Executive Vice President)
------254499 Dan Smith - (Senior Vice President)
------254500 Tim Haas - (Vice President)
---254601 James B Betterman - (Trustee)

Narrative

Request Narrative

State of Utah
Department of Natural Resources
Division of Oil, Gas and Mining
1594 West North Temple, Suite 1210
P.O. Box 145801
Salt Lake City, Utah 84114-5801
(801) 538-5340

(Non-Federal)

Contents:

Reclamation Agreement

Exhibit "A"
Bonded Area – On file with the State

Exhibit "B"
Letter of Credit #
Omni American Bank

Exhibit "C"
Liability Insurance

Affidavits of Qualification

Power of Attorney – N/A

Permit Number: C/007/0012
Date Original Permit Issued: 12-10-89
Effective Date of Agreement: November 5, 2013
Bond Number:

RECLAMATION AGREEMENT

This **RECLAMATION AGREEMENT** (hereafter referred to as "Agreement") is entered into by Price River Terminal, LLC, (hereafter referred to as the "Permittee") and the State of Utah, Department of Natural Resources, Division of Oil, Gas and Mining (hereafter referred to as the "Division").

For the purpose of the **AGREEMENT** the information provided below, shall constitute forms of definition or are for information regarding the Permittee or its operations.

"ACT": Title 40-10-1, et. seq., Utah Code Annotated (1953, as amended)

"BOND": A bond in compliance with Utah Administrative Rule 645-301-800, et. seq.

"BOND AMOUNT": $4,142,000

"BONDED AREA": The area covered by the Performance Bond as provided at R645-301-820.110 of the Utah Administrative Code and any additional areas of subsidence related material damage as identified and required by R645-301-525.550 of the Utah Administrative Code.

"BOND TYPE": Letter of Credit #
Issuing Company: Omni American Bank
Address: 1320 S. University Drive, Suite 900
Fort Worth, Texas, 76107
Telephone Number: 866-670-6664

"COMPANY OFFICERS": Darrell D. Dial – Chairman and Treasurer
Timothy P. Stanley – President and CEO
Jason D. Dial – Vice President and Secretary
Russell D. Dial – Vice President

"COOPERATIVE AGREEMENT": That certain agreement codified at 30 C. F. R. 944.30

"DISTURBED AREA": This term is defined in Utah Administrative Code R645-100-200. The Permittee and the Division contemplate that the Disturbed Area will be as approved and shown in the Permit Application Package,

but the Permittee's reclamation obligation and the bond related thereto are governed by applicable law.

"LIABILITY INSURANCE": Public liability insurance policy submitted as part of the permit application and attached as Exhibit "C".

Insurance Company:	Zurich North America/Steadfast Insurance Company
Address:	One Liberty Plaza – 31st Floor New York, NY 10006
Telephone Number:	212-859-2724
Policy Number:	
Expiration Date:	September 25, 2014

Bond Number N/A

"MINE": Wellington Prep Plant

"PERMIT": Utah Mining and Reclamation Permit No. C/007/0012

"PERMITTEE":	Price River Terminal, LLC
Principal Address:	3215 West 4th Street Fort Worth, TX 76107
Utah Address:	6000 East Wash Plant Road Wellington, UT 84542
Telephone Numbers:	817-717-1000

"PERMITTEE'S UTAH REGISTERED AGENT FOR SERVICE OF PROCESS":
National Corporate Research, LTD. Corp.
2005 East 2700 South, Suite 200
Salt Lake City, Utah 84109

"REGULATIONS": The regulations promulgated by the Division and OSM pertaining to coal mining and reclamation activities.

"SMCRA": The Surface Mining Control and Reclamation Act of 1977, 30 U.S.C. §§ 1201, et. seq.

"SURETY":

The following Exhibits are incorporated within and made a part of this Agreement.

EXHIBITS:

"BONDED AREA"	**Exhibit "A" (On File with State)**
"BONDING AGREEMENT"	**Exhibit "B" LC #2013-0005**
"LIABILITY INSURANCE"	**Exhibit "C" Attached**

WHEREAS, the Permittee is ready and willing to file the Bond in the amount and in a form acceptable to the Division and to perform all obligations imposed by the Division pursuant to applicable laws under the permit; and

NOW, THEREFORE, the Division and the Permittee agree as follows:

1. The provisions of SMCRA, the Act and the Regulations are incorporated by reference herein and hereby made a part of this Agreement. Provisions of the Act or Regulations and Rules shall supersede conflicting provisions of this Agreement.

2. The Permittee agrees to comply with all terms and provisions of this Agreement, the Permit (which is based upon the approved Permit Application Package), the Act and the Regulations, including the reclamation of all areas disturbed by surface coal mining and reclamation operations, despite the eventuality that the costs of actual reclamation exceeds the Bond Amount.

3. The Permit Application Package includes a legal description of the Bonded Area, including the number of acres approved by the Division to be disturbed by surface mining and reclamation operations during the Permit period. For convenience, a copy of the description of the Bonded Area is attached as Exhibit "A", and is incorporated by reference.

4. The Permittee agrees to provide a Bond to the Division in the form and amount acceptable to the Division ensuring the timely performance of the reclamation obligations in the manner and by the standards set forth in this Agreement, the Permit, (which is based upon the Permit Application Package), the Act and the Regulations. The Bond is attached as Exhibit "B" and is incorporated by reference.

5. The Permittee agrees to maintain in full force and effect the Liability Insurance policy submitted as part of the Permit application and which is described in the attached Exhibit "C". The Division shall be listed as an additional insured on this policy.

6. In the event that the Disturbed Area is increased through expansion of the coal mining and reclamation operations or decreased through partial reclamation, the Division shall adjust the Bond as appropriate in accordance with applicable law. In the event of material damage to the surface lands, or contamination, diminution, or interruption of a protected water supply caused by subsidence from underground coal mining, the Permittee may be required by the Division to increase the bond amount pursuant to the provisions of R645-301-525.550 of the Utah Administrative Code.

7. The Permittee does hereby agree to indemnify and hold harmless the State of Utah and the Division, and their respective employees and agents, from any claim, demand, liability, cost, charge, or suit initiated by a third party as a result of the Permittee or Permittee's agents or employees failure to abide by the terms and conditions of the

approved Permit (which is based upon the approved Permit Application Package), and this Agreement.

8. The terms and conditions of this Agreement are non-cancelable until such time as the Permittee has satisfactorily, as determined by the Division, reclaimed the Disturbed Area in accordance with this Agreement, the approved Permit (which is based upon the approved Permit Application Package), the Act, and the Regulations. Notwithstanding the above, the Division may direct, or the Permittee may request and the Division may approve a written modification to this Agreement in accordance with applicable law.

9. The Permittee may, at any time, submit a request to the Division to substitute the bonding method. The Division may approve the substitution if the new Bond form meets the requirements of the Act, and the Regulations, but no Bond shall be released until the Division has approved and accepted the replacement Bond.

10. This Agreement shall be governed and construed in accordance with the laws of the state of Utah. The Permittee shall be liable for all reasonable costs incurred by the Division to enforce this Agreement.

11. Any breach of the provisions of this Agreement, the Act, the Regulations, or the Permit (which is based upon the approved Permit Application Package) may, at the discretion of the Division, result in enforcement actions by the Division which include, but are not limited to, an order to cease coal mining and reclamation operations, revocation of the Permittee's Permit and forfeiture of the Bond.

12. In the event of forfeiture of the Bond, the Permittee agrees to be liable for additional costs in excess of the Bond Amount which may be incurred by the Division in order to comply with the Permit (which is based upon the approved Permit Application Package), the Act, and the Regulations. Any excess monies resulting from the forfeiture of the Bond, upon compliance with this Agreement, shall be refunded as directed by the Permittee or, if a dispute arises, as directed by a court of competent jurisdiction by interpleading the funds subject to the dispute.

13. No delay on the part of the Division in exercising any right, power, or privilege, under the Permit, the Bonding Agreement (Exhibit "B") and/or this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege thereof preclude other or further exercise of any right, power or privilege. The provisions of this Agreement are severable, and if any provision of this Agreement, or the application of any provision of this Agreement, to any circumstances is held invalid, the application of such provision to other circumstances, and the remainder of this Agreement, shall not be affected thereby.

14. Each signatory below represents that he/she is authorized to execute this Agreement on behalf of the named party. Proof of such authorization is provided on a form acceptable to the Division and is attached thereto.

SO AGREED this 5th day of November, 2013.

STATE OF UTAH:

Director,
Division of Oil, Gas and Mining

PERMITTEE:

By: _____
Darrell D. Dial

Title: Chairman and Treasurer, Global One Transport, Inc., managing member of Price River Terminal, LLC

NOTE: An affidavit of Qualification must be completed and attached to this form for each authorized agent or officer. Where one signs by virtue of Power of Attorney for a company, such Power of Attorney must be filed with this Agreement. If the principal is a corporation, the Agreement shall be executed by its duly authorized officer.

AFFIDAVIT OF QUALIFICATION
PERMITTEE
--ooOOoo--

I, Darrell D. Dial, being first duly sworn under oath, deposes and says that I am the Chairman and Treasurer of Global One Transport, Inc., the managing member of Price River Terminal, LLC; and that I am duly authorized to execute and deliver the foregoing obligations; and that said PERMITTEE is authorized to execute the same and has complied in all respects with the laws of Utah in reference to commitments, undertakings and obligations herein.

Darrell D. Dial, Chairman and Treasurer of Global One Transport, Inc., managing member of Price River Terminal, LLC

Attest: _____
Secretary of the Corporation

STATE OF Texas)
) ss:
COUNTY OF Tarrant)
Subscribed and sworn to before me this 5th day of November, 2013.

SHERI K BROWN
My Commission Expires
August 12, 2014

Notary Public

My Commission Expires:
August 12, 2014.

AFFIDAVIT OF QUALIFICATION
DIRECTOR
--ooOOoo--

John R. Baza, being first duly sworn under oath, deposes and says that he is the Director for the Division of Oil, Gas and Mining, Department of Natural Resources, State of Utah; and that he is duly authorized to execute and deliver the foregoing obligations; and that said Director is authorized to execute the same by authority of laws on behalf of the State of Utah.

John R. Baza
Director, Division of Oil, Gas and Mining

STATE OF Utah)
) ss:
COUNTY OF Salt Lake)

Subscribed and sworn to before me this 12 day of November 2013.

Penny Berry
Notary Public

My Commission Expires:
Jan. 4, 2015.

PENNY BERRY
NOTARY PUBLIC - STATE OF UTAH
My Comm. Exp. 01/04/2015
Commission # 604689

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10-22-2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
MARSH USA INC.
540 W. MADISON
CHICAGO, IL 60661
Attn: Chicago.CertRequest@marsh.com

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Steadfast Insurance Company	26387
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Price River Terminal, LLC
3215 West 4th Street
Fort Worth, TX 76107

COVERAGES **CERTIFICATE NUMBER:** CHI-004771650-09 **REVISION NUMBER:** 12

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.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	**GENERAL LIABILITY**				09-25-2013	09-25-2014	EACH OCCURRENCE	$ 6,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$ 6,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$ INCL ABOVE
	X POLICY PRO-JECT LOC							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)**	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Division of Oil, Gas and Mining for the state of Utah is included as additional insured where required by written contract. Waiver of subrogation is applicable where required by written contract.
Policy includes coverage for all of insured's business operations including for the coal and mining reclamation activities at the Wellington, UT property for which the permit is sought.

CERTIFICATE HOLDER

State of Utah
Department of Natural Resources
Division of Oil, Gas and Mining
1594 West North Temple, Suite 1210
PO Box 145801
Salt Lake City, UT 84114-5801

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE of Marsh USA Inc.
Manashi Mukherjee Manashi Mukherjee

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AGENCY CUSTOMER ID: B2028

LOC #: Chicago

ADDITIONAL REMARKS SCHEDULE

AGENCY MARSH USA INC.	**NAMED INSURED** Price River Terminal, LLC 3215 West 4th Street Fort Worth, TX 76107
POLICY NUMBER	
CARRIER / **NAIC CODE**	**EFFECTIVE DATE:**

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

Price River Terminal LLC has agreed that 30 days notice of cancellation of the insurance policies referenced above will be given to the State of Utah before it expires, is cancelled or undergoes a material change, including if the available insurance falls below a per occurrence limit of $300,000 or below an annual aggregate of $500,000.

Such notice is not a right or obligation within the policies, it does not alter or amend any coverage, it will not extend any policy cancellation date and it will not negate any cancellation of the policy. Failure to provide a copy of such notice to the State of Utah shall impose no obligation or liability of any kind upon the insurer or its agents or representatives.

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