

*New Info
replaced 11/91*

SECTION 2
LEGAL, FINANCIAL, COMPLIANCE AND RELATED INFORMATION

2.1 Scope

The information contained in this section is intended to fulfill the requirements of Part UMC 782 and UMC 788.11 and to ensure that all relevant information on the ownership and control of the mining activities, the ownership and control of properties which will or could be affected by the activities, the compliance status and history of the applicant, and other necessary information is supplied to the regulatory agency(s).

2.2 Identification of Interests

2.2.1 Permit Applicant and Mine Operator

The permit applicant and mine operator is Beaver Creek Coal Company, P.O. Box 1378, Price, Utah 84501, telephone number (801) 637-5050.

2.2.2 Applicant's Resident Agent

The resident agent who will accept services of process is:

C.T. Corporation System
175 South Main Street
Salt Lake City, Utah 84111

2.2.3 Applicant's Business Entity

Beaver Creek Coal Company is a Corporation registered in the State of Utah.

2.2.4 Names and Addresses of Corporate Officers and Directors of Applicant

The names and addresses of the corporate officers and directors of Beaver Creek Coal Company are listed in Table 2-1.

2.2.5 Principal Shareholder

All shares of Beaver Creek Coal Company stock are owned by the Atlantic Richfield Company, ARCO Plaza, 515 South Flower Street, Los Angeles, California 90071

Mining and Reclamation Plan
Gordon Creek No. 2 and No. 7 Mines

Table 2-1

NAMES AND ADDRESSES OF CORPORATE OFFICERS AND DIRECTORS OF
BEAVER CREEK COAL COMPANY

<u>OFFICER</u>	<u>TITLE</u>	<u>ADDRESS</u>
R.D. Pick	President and Director	Beaver Creek Coal Company Post Office Box 1378 Price, Utah 84501
T.H. Parker	Vice President	Atlantic Richfield Company 555 Seventeenth Street Post Office Box 5300 Denver, Colorado 80217
C.B. Smith	Vice President and Director	Atlantic Richfield Company 555 Seventeenth Street Post Office Box 5300 Denver, Colorado 80217
S.J. Shapiro	Vice President and Director	Atlantic Richfield Company 555 Seventeenth Street Post Office Box 5300 Denver, Colorado 80217
M.L. Knowles	Treasurer	Atlantic Richfield Company ARCO Plaza 515 South Flower Street Los Angeles, California 90071
H.L. Edwards	Vice President and Secretary	Atlantic Richfield Company ARCO Plaza 515 South Flower Street Los Angeles, California 90071
G.D. Secundy	Asst. Treasurer	Atlantic Richfield Company ARCO Plaza 515 South Flower Street Los Angeles, California 90071
F.A. Breslin	Asst. Secretary	Atlantic Richfield Company ARCO Plaza 515 South Flower Street Los Angeles, California 90071

Mining and Reclamation Plan
Gordon Creek No. 2 and No. 7 Mines

Table 2-1 (continued)
NAMES AND ADDRESSES OF CORPORATE OFFICERS AND DIRECTORS OF
BEAVER CREEK COAL COMPANY

<u>OFFICER</u>	<u>TITLE</u>	<u>ADDRESS</u>
B.M. Hinds	Asst. Secretary	Atlantic Richfield Company ARCO Plaza 515 South Flower Street Los Angeles, California 90017
E.C. Tidball	Asst. Secretary and Director	Atlantic Richfield Company 555 Seventeenth Street Denver, Colorado 80217
H.L. Bilhartz	Director	Atlantic Richfield Company 555 Seventeenth Street Denver, Colorado 80217

2.2 Identification of Interests (continued)

2.2.6 Prior Business Identification

Beaver Creek Coal Company was acquired by the Atlantic Richfield Company on December 31, 1979. Prior to February 19, 1980, Beaver Creek Coal Company was named Swisher Coal Company.

Atlantic Richfield Company operates the Thunder Basin Coal Company consisting of the Black Thunder and Coal Creek Mines, Wright, Wyoming. Also, Atlantic Richfield Company operates the West Elk Coal Company of Somerset, Colorado.

The above listed are the only names under which the applicant, Beaver Creek Coal Company, or its parent, Atlantic Richfield Company, have conducted coal mining operations in the United States in the past five (5) years.

2.2.7 Permit Status

Table 2-2 lists all United States coal mining permits, approved and pending, held by Beaver Creek Coal Company and Atlantic Richfield Company subsequent to 1970.

2.2.8 Mine Name, Mine Safety and Health Administration
Identification Number

The names of the mines for which this application is being filed are:

Gordon Creek No. 2 Mine
MSHA I.D. No. 42-00125
Gordon Creek No. 7 Mine
MSHA I.D. No. 42-01814

2.3 Compliance Information

2.3.1 Permit Suspensions or Revocations

Neither Beaver Creek Coal Company nor its parent, the Atlantic Richfield Company, has had a Federal or State mining permit suspended or revoked within the last five (5) years.

2.3.2 Bond or Security Forfeitures

Neither Beaver Creek Coal Company nor its parent, the Atlantic Richfield Company, has forfeited a mining bond or similar security deposited in lieu of a bond.

2.3.3 Environmental Protection Violation Notices

Table 2-3 contains a list of all environmental protection violation notices received by Beaver Creek Coal Company since 1979. This table indicates the violation notice issuance date, issuing authority, violation description, administrative proceedings, and abatement actions and dates.

Mining and Reclamation Plan
 Gordon Creek No. 2 and No.7 Mines
 No.8 Mine Revision

TABLE 2-1
BEAVER CREEK COAL COMPANY LICENSES & PERMITS

GORDON CREEK NO. 2,7 and 8 MINES

<u>TYPE</u>	<u>I.D. NUMBER</u>	<u>ISSUING AUTHORITY</u>	<u>APPROVAL DATE</u>
Water Rights Permit		State of Utah Division of Water Rights 453 So. Carbon Ave. Price, Utah 84501	5/19/69
Utah Pollutant Discharge Elimination System Permit (UPDES Permit)	UTG040004	Utah Department of Health P.O. Box 16690 Salt Lake City, Utah 84116-0690	5/1/89
Spill Prevention Control & Countermeasure Plan	NA	U.S. EPA Region VIII 999 18th Street, Suite 500 Denver, Colorado 80202-2405	NA
Sewage Treatment Permit		Utah Department of Health 6 East Main Street Price, Utah 84501	9/13/75

Mining and Reclamation Plan
 Gordon Creek No. 2 and No.7 Mines
 No.8 Mine Revision

TABLE 2-1 (continued)
BEAVER CREEK COAL COMPANY LICENSES & PERMITS

<u>GORDON CREEK NO. 2, 7 and 8 MINES</u>			
<u>TYPE</u>	<u>I.D. NUMBER</u>	<u>ISSUING AUTHORITY</u>	<u>APPROVAL DATE</u>
State Mining Permit (Permanent Program)	ACT/007/016	State of Utah Division of Oil Gas and Mining 355 West North Temple 3 Triad Center, Suite 350 Salt Lake City, Utah 84180-1203	8/27/84
Federal Mining Permit (Permanent Program)	UT-0010, 8/84	U.S. Dept. of Interior Office of Surface Mining Brooks Towers 1020 15th Street Denver, Colorado 80202	8/24/84 (Terminated 11/17/88)
Revised Mining Permit	ACT/007/016	State of Utah Division of Oil Gas & Mining 355 West North Temple 3 Triad Center, Suite 350 Salt Lake City, Utah 84180-1203	10/11/88
No.8 Mine Amendment	ACT/007/016(88A)	State of Utah Division of Oil Gas & Mining 355 West North Temple 3 Triad Center, Suite 350 Salt Lake City, Utah 84180-1203	9/20/88

Mining and Reclamation Plan
Gordon Creek No. 2 and No. 7 Mine

Table 2-2
COAL MINING PERMITS - APPROVED AND PENDING

<u>Company and Mine Name</u>	<u>Type of Permit</u>	<u>Name and Address Of Issuing Authority</u>	<u>Permit or Appli- cation Number</u>	<u>Status</u>
Beaver Creek Coal Company Gordon Creek No. 2 Mine	Mine Plan Approval	U.S. Geological Survey Salt Lake City, Utah	U-8319	Approved 1/24/78
Beaver Creek Coal Company Gordon Creek No. 2 Mine	State Mining Permit	Utah Dept. of Natural Resources Division of Oil, Gas & Mining Salt Lake City, Utah	ACT/007/016	Issued 5/11/78
Beaver Creek Coal Company Gordon Creek No. 2 Mine	Mine Plan Approval Lease Modification	U.S. Office of Surface Mining Denver, Colorado	UT-0010	Issued 5/05/80
Beaver Creek Coal Company Gordon Creek No. 3 and 6	State Mining Permit	Utah Dept. of Natural Resources Division of Oil, Gas and Mining Salt Lake City, Utah	ACT/007/017	Issued 5/11/78
Beaver Creek Coal Company Huntington Canyon No. 4 Mine	Mine Plan Approval	U.S. Geological Survey Salt Lake City, Utah	U-33454	Approved 2/16/77
Beaver Creek Coal Company Huntington Canyon No. 4 Mine	State Mining Permit	Utah Dept. of Natural Resources Division of Oil, Gas and Mining Salt Lake City, Utah	ACT/015/004	Issued 8/25/77
Beaver Creek Coal Company Huntington Canyon No. 4 Mine	Mine Plan Approval	U.S. Office of Surface Mining Denver, Colorado	UT 0004	Issued 1/30/80
Beaver Creek Coal Company Castle Valley Spur Coal Processing and Loadout Facility	State Mining Permit Application	Utah Dept. of Natural Resources Division of Oil, Gas and Mining Salt Lake City, Utah	ACT/007/022	Issued 9/24/81

Mining and Reclamation Plan
Gordon Creek No.2 and No.7 Mine

Table 2-2 (continued)
COAL MINING PERMITS - APPROVED AND PENDING

<u>Company and Mine Name</u>	<u>Type of Permit</u>	<u>Name and Address Of Issuing Authority</u>	<u>Permit or Appli- cation Number</u>	<u>Status</u>
Atlantic Richfield Company Black Thunder Mine	Permit to Mine	Land Quality Division Dept. of Environmental Quality Cheyenne, Wyoming	233	Issued 12/03/74
Atlantic Richfield Company Black Thunder Mine	License to Mine	Land Quality Division Dept. of Environmental Quality Cheyenne, Wyoming	233-L1	Issued 12/03/74
Atlantic Richfield Company Black Thunder Mine	Mine Plan Approval	U.S. Geological Survey Billings, Montana	W-2313 W-36094	Approved 2/24/76
Atlantic Richfield Company Coal Creek Mine	Mine Plan Approval	Land Quality Division Dept. of Environmental Quality Cheyenne, Wyoming	483	Approved 3/16/79
Atlantic Richfield Company Coal Creek Mine	Permit to Mine	Dept. of Environmental Quality Cheyenne, Wyoming	483	Issued 3/16/79
Atlantic Richfield Company Coal Creek Mine	License to Mine	Dept. of Environmental Quality Cheyenne, Wyoming	483-L1	Issued 3/16/79
Atlantic Richfield Company Coal Creek Mine	Mine Plan Approval	U.S. Office of Surface Mining Washington, D.C.	W4-0003	Approved 3/16/79
Atlantic Richfield Company Black Hawk Mine	Coal Surface Disturbance permit	Illinois Dept. of Mines and Minerals Springfield, Illinois	914	Issued 6/80

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Mining and Reclamation Plan
Gordon Creek No.2 and No.7 Mine

Table 2-2 (continued)
COAL MINING PERMITS - APPROVED AND PENDING

<u>Company and Mine Name</u>	<u>Type of Permit</u>	<u>Name and Address Of Issuing Authority</u>	<u>Permit or Appli- cation Number</u>	<u>Status</u>
Atlantic Richfield Company Mt. Gunnison No. 1 Mine	Mine Plan Approval	U.S. Office of Surface Mining Denver, Colorado	CO-0021	Issued 7/81
Atlantic Richfield Company Mt. Gunnison No. 1 Mine	Mining Permit	Colorado Mine Land Reclamation Division Dept. of Natural Resources Denver, Colorado	79-198	Issued 7/81
Atlantic Richfield Company Rocky Hill No. 1 Underground	Research & Develop- ment Testing License Application	Land and Water Quality Divisions Dept. of Environmental Quality Cheyenne, Wyoming	TFN 1 6/221	Submitted 2/81
Atlantic Richfield Company Rocky Hill No. 2 Underground	Research and Develop- ment Testing License Application	Land and Water Quality Divisions Dept. of Environmental Quality Cheyenne, Wyoming	TFN 1 4/237	Submitted 6/81

TABLE 2-3

BEAVER CREEK COAL COMPANY

COMPLIANCE HISTORY
(1984-1987)

<u>Date</u>	<u>Location</u>	<u>Agency</u>	<u>N.O.V.#</u>	<u>Description</u>	<u>Proceedings</u>	<u>Status</u>	<u>Abatement Action</u>
02-09-84	#4	DOG&M	84-6-2-1	Blocked road drainage	Assessment Conf. 5-10-84	Vacated	Remove snow blockage
02-22-84	#2/7	DOG&M	84-6-3-1	Sediment pond waste	None	03-14-84 Terminated	Remove material
04-18-84	#2/7	DOG&M	84-6-5-1	Failure to maint. sed. pond	Assessment Conf. 11-1-84	07-16-84 Terminated	Meet EPA Limits
06-06-84	#2/7	DOG&M	84-6-6-5(1)	Failure to meet app. plan	Assessment Conv. 11-1-84	07-16-84 Terminated	Modify plans
06-06-84	#2/7	DOG&M	84-6-6-5(3)	Short circuit in pond	Assessment Conf. 11-1-84	07-16-84 Terminated	Repair pond
06-06-84	#2/7	DOG&M	84-6-6-5(3)	Failure to divert	Assessment Conf. 11-1-84	07-16-84 Terminated	Repair ditch
06-06-84	#2/7	DOG&M	84-6-6-5(4)	Contribution of sediment	Assessment Conf. 11-1-84	07-16-84 Terminated	Completed const.
06-06-84	#2/7	DOG&M	84-6-6-5(5)	Failure to smooth topsoil	Assessment Conf. 11-1-84	Vacated	None
06-15-84	#2/7	DOG&M	84-6-7-1	Failure to meet app. plan	None	06-26-84 Terminated	Repair barn
07-17-84	#2-7	DOG&M	84-8-6-1	Plugged culvert	None	08-14-84 Terminated	Cleaned culvert
08-28-84	#4	DOG&M	84-6-12-1	Plugged culvert	None	09-18-84 Terminated	Cleaned culvert
09-18-84	#2/7	DOG&M	84-6-3-1	Fail to protect hyd. bal	Assessment Conf. 3-4-85	10-12-84 Terminated	Submit Plans
12-17-84	#2/7	DOG&M	84-8-4-1	Fail to comply w/permit	Assessment Conf. 7-6-85	01-19-85 Terminated	Submit response
01-15-85	#2/7	DOG&M	85-8-2-1	Fail to comply w/permit	Assessment Conf. 3-12-86	01-21-85 Terminated	Submit monitoring
02-26-85	#2/7	DOG&M	85-8-4-1	Fail to comply w/permit	None	02-27-85 Terminated	Repair drainage
03-25-85	#2/7	DOG&M	85-8-5-1	Sediment to stream	Assessment Conf. 2-20-86	Vacated	Clean ditch
04-12-85	#2/7	DOG&M	C-85-8-2-1	Sediment to stream	Assessment Conf. 3-12-86	04-25-85 Terminated	Clean structures
06-04-85	#2/7	DOG&M	C-85-8-2-1	Failure to abate	Assessment Conf. 2-19-86	06-18-85 Terminated	Repair drainage

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TABLE 2-3 (continued)
 BEAVER CREEK COAL COMPANY
 COMPLIANCE HISTORY
 (1984-1987)

<u>Date</u>	<u>Location</u>	<u>Agency</u>	<u>N.O.V.#</u>	<u>Description</u>	<u>Proceedings</u>	<u>Status</u>	<u>Abatement Action</u>
06-18-85	C.V.	DOG&M	85-8-9-1	Fail to protect hyd. ba.	None	06-18-85 Terminated	Repair drainage
08-08-85	#2/7	DOG&M	85-8-11-1	Pipe leak to sed. pond	None	08-23-85 Terminated	Repair leak
09-26-85	#2/7	DOG&M	85-8-17-1	Fail to comply w/permit	None	02-03-86 Terminated	Permit disposal
10-02-85	#4	DOG&M	85-8-18-1	Fail to protect topsoil	None	10-02-85 Terminated	Repair Berm
03-12-86	#2/7	DOG&M	86-4-2-1	Erosion on Class I road	Assessment Conf. 8-27-86	06-17-86 Terminated	Repair, submit plans
04-07-86	#3/6	DOG&M	86-8-7-1	Sediment pond outlet	None	04-29-86 Terminated	Repair structure
08-06-87	#3/6	DOG&M	87-26-5-1	Fail to monitor water	Assessment Conf. 11-18-87	08-06-87 Terminated	Monitor per plan
08-06-87	#3/6	DOG&M	87-26-6-1	Erosion control	Assessment Conf. 11-18-87	09-03-87 Terminated	Repair outlets
08-06-87	#3/6	DOG&M	87-26-7-1	Plugged culverts	Assessment Conf. 11-18-87	09-03-87 Terminated	Repair culverts
01-07-88	#9	DOG&M	88-27-3-1	Failure to Monitor Water	Assessment Conf. 4-12-88	01-11-88 Terminated	Monitor per plan
01-25-88	#2/7	DOG&M	88-22-1-1	Failure to Monitor Water	Assessment Conf. 4-12-88	01-25-88 Terminated	Monitor per plan

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TABLE 2-3 (continued)
 BEAVER CREEK COAL COMPANY
 COMPLIANCE HISTORY
 (1984-1987)

<u>Date</u>	<u>Location</u>	<u>Agency</u>	<u>N.O.V.#</u>	<u>Description</u>	<u>Proceedings</u>	<u>Status</u>	<u>Abatement Action</u>
05-09-88	#9	DOG&M	88-19-1-1	Failure to Monitor Subsidence	Assessment Conf.9-27-88	08-18-88 Terminated	Monitor per plan
06-22-88	#2/7	OSM	88-02-107-1	Inspections on Impoundments	None	06-22-88 Terminated	Begin inspections
08-15-88	C.V.	DOG&M	88-22-2-1	Failure to respond to approval	None	09-19-88 Terminated	Submit response

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2.4 Right of Entry and Operation Information

Beaver Creek Coal Company bases its right to undertake underground mining activities on a number of documents pertaining to surface and coal leases and ownership in the permit area. (See Chapter 4.)

2.5 Relationship to Areas Designated Unsuitable for Mining

The proposed permit area is not located within an area designated as unsuitable for mining under Part UMC 764, nor have any petitions been filed with the Utah Division of Oil, Gas and Mining under Part UMC 764.13 that could affect the proposed permit area (personal communication with Ron Daniels, Deputy Director, DOG&M, 2/27/81).

2.6 Permit Term

The Gordon Creek No. 2 and No. 7 Mines are presently operating under State of Utah Mining Permit ACT/007/016 and OSM Mine Plan Approval UT-0010, 8/84.

This permit is for continuation of these activities under the Permanent Regulatory Program for 5 years. Chapter 3.3., Operational Plan, discusses the extent of underground mining activities to be conducted over the 5 year permit term.

2.7 Personal Injury and Property Damage Insurance

The public liability insurance requirements outlined in UMC 806.14(a) are presently in force. Verification is provided in the accompanying certificate of insurance (see Figure 2-1). Upon expiration of this certificate, Beaver Creek Coal Company plans to renew the coverage in periods of three years for the life of the mine.

2.8 Performance Bond

Beaver Creek Coal Company, in consultation with the Division of Oil, Gas and Mining has filed with the Division, a surety bond in an amount determined by the Division as provided in UMC 805.11 and UMC 805.12. Conveyance of this bond was in a form provided by the Division (see Figure 2-3, Reclamation Performance Bond).

It should be noted that the bond is considerably higher than the reclamation costs shown in Sec. 3.5.7.1 of Chapter 3. This is based on the following:

- (1) The original bond posted for this site was based on 1984 dollars; the amount was \$461,638.50, which was slightly higher than the Beaver Creek calculated amount, due to estimated escalation of agency reclamation; the actual bond amount originally posted was the amount mandated by DOG&M and OSM;
- (2) The present bond amount of \$641,443.00 is based on escalating the original 1984 bond to 1989 dollars; this was done in lieu of adjusting the bond yearly for the permit term, and was done at the request of the Division.

Other Licenses and Permits

2,9 Other Licenses and Permits

Table 2-4 lists all licenses and permits required for the operation of the mine.

2.10 Location of Public Office for Filing Application

Pursuant to UMC 782.20, a copy of this permit has been filed with the Carbon County Recorder. Interested parties may review the application by contacting:

Ann O'Brien
Carbon County Recorder
Carbon County Courthouse
Price, Utah 84501

Revised November, 1987.

CERTIFICATE OF LIABILITY INSURANCE

Issued to:
State of Utah
Department of Natural Resources
Division of Oil, Gas and Mining
--ooOoo--

THIS IS TO CERTIFY THAT:

Insurance Company of North America

(Name of Insurance Company)

1600 Arch Street, Philadelphia, PA 19101

(Home Office Address of Insurance Company)

HAS ISSUED TO:

BEAVER CREEK COAL CO.

(Name of Permit Applicant)

GORDON CREEK No. 2/7 MINES

(Mine Name)

ACT/007/016

(Permit Number)

CERTIFICATE OF INSURANCE:

HDO GO 969065-7

(Policy Number)

1-1-88

(Effective Date)

UNDER THE FOLLOWING TERMS AND CONDITIONS:

As Per UMC/SMC Part 800.60 Terms and Conditions for Liability Insurance;

- A. The Division shall require the applicant to submit as part of its permit application a certificate issued by an insurance company authorized to do business in the state of Utah certifying that the applicant has a public liability insurance policy in force for the surface coal mining and reclamation operations for which the permit is sought. Such policy shall provide for personal injury and property damage protection in an amount adequate to compensate any persons injured or property damaged as a result of the surface coal mining and reclamation operations, including the use of explosives and who are entitled to compensation under the applicable provisions of state law. Minimum insurance coverage for bodily injury and property damage shall be \$300,000 for each occurrence and \$500,000 aggregate.
- B. The policy shall be maintained in full force during the life of the permit or any renewal thereof, including the liability period necessary to complete all reclamation operations under this chapter.

Page 2.
CERTIFICATE OF LIABILITY INSURANCE

C. The policy shall include a rider requiring that the insurer notify the Division whenever substantive changes are made in the policy including any termination or failure to renew.

IN ACCORDANCE WITH THE ABOVE TERMS AND CONDITIONS, and the Utah Code Annotated 40-10-1 et seq., the Insurance Company hereby attests to the fact that coverage for said Permit Applicant is in accordance with the requirements of the State of Utah and agrees to notify the Division of Oil, Gas and Mining in writing of any substantive change, including cancellation, failure to renew, or other material change. No change shall be effective until at least thirty (30) days after such notice is received by the Division.

UNDERWRITING AGENT:

M. J. Morehouse

(Agent's Name)

213-739-4630

(Phone)

Insurance Company of North America

(Company Name)

3333 Wilshire Blvd

(Mailing Address)

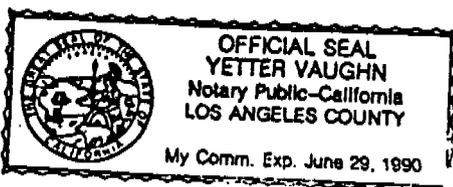
Los Angeles, CA 90010

(City, State, Zip Code)

The undersigned affirms that the above information is true and complete to the best of his or her knowledge and belief, and that he or she is an authorized representative of the above-named insurance company.

1-27-88 M. J. Morehouse - Account Manager
(Date, Signature and Title of Authorized Agent of Insurance Company)

Signed and sworn before me by M. J. MOREHOUSE
(Name)
this 27th day of January, 1988.



Yetter Vaughn
(Signature)

June 29, 1990
(Date)

My Commission Expires:

**INSURANCE COMPANY OF NORTH AMERICA
GROUP OF INSURANCE COMPANIES
CERTIFICATE OF INSURANCE**

(This Certificate of Insurance neither affirmatively nor negatively amends, extends or alters the coverage, limits, terms or conditions of the policies it certifies.)

This is to Certify to

State of Utah
Division of Oil, Gas and Mining
Utah Department of Natural Resources
4241 State Office Building
Salt Lake City, UT 84114

- COMPANY CODES**
- 2 CIGNA INSURANCE COMPANY
 - 3 INA OF TEXAS
 - 5 PACIFIC EMPLOYERS INS. CO.
 - 9 INSURANCE COMPANY OF NORTH AMERICA
 - A INA INS. CO. OF ILLINOIS
 - B INA INS. CO. OF OHIO
 - (OTHER; - SPECIFY) FOLD

That the following described policy or policies, issued by The Company as coded below, providing insurance only for hazards checked by "X" below, have been issued to:

NAME AND ADDRESS OF INSURED

Atlantic Richfield Company, Its Subsidiaries and subsidiaries thereof as now or hereinafter constituted, Atlantic Richfield Plaza, 515 So. Flower Street, Los Angeles, CA 90071

Covering in accordance with the terms thereof, at the following location(s):

Including Beaver Creek Coal Company

TYPE OF POLICY	HAZARDS	CO. CODE	POLICY NUMBER	POLICY PERIOD	LIMITS OF LIABILITY
(a) Standard Workmen's Compensation & Employers' Liability	<input type="checkbox"/>	<input type="checkbox"/>			\$ Statutory W. C. One Accident and Aggregate Disease
(b) General Liability Premises—Operations (including "Incidental Contracts" as defined below)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> 9	SCG GO 9690657	01-01-87 to 01-01-90	\$ *See Below Each Person Each { <input type="checkbox"/> Accident <input type="checkbox"/> Occurrence
Independent Contractors	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> 9			
Completed Operations/Products	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> 9			
Contractual, (Specific type as described in footnote below)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> 9			
Premises—Operations (including "Incidental Contracts" as defined below)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> 9	SCG GO 9690657	01-01-87 to 01-01-90	\$ *See Below Each { <input type="checkbox"/> Accident <input type="checkbox"/> Occurrence Aggregate—Prem./Oper. Aggregate—Protective Aggregate—Completed Operations/Products Aggregate—Contractual
Independent Contractors	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> 9			
Completed Operations/Products	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> 9			
Contractual, (Specific type as described in footnote below)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> 9			
(c) Automobile Liability Owned Automobiles	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> 9	SCA 010862	01-01-87 to 01-01-90	\$ *See Below Each Person Each { <input type="checkbox"/> Accident <input type="checkbox"/> Occurrence
Hired Automobiles	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> 9			
Non-owned Automobiles	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> 9			
Owned Automobiles	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> 9	SCA 010862	01-01-87 to 01-01-90	\$ *See Below Each { <input type="checkbox"/> Accident <input type="checkbox"/> Occurrence
Hired Automobiles	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> 9			
Non-owned Automobiles	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> 9			
(d) (See reverse)					*\$2,000,000 Combined Single Limit

Contractual Footnote: Subject to all the policy terms applicable, specific contractual coverage is provided as respects

- (Check) a contract
(Applicable) purchase order agreements
(Block) all contracts

between the Insured and:

It is the intention of the company that in the event of cancellation of the policy or policies by the company, ten (10) days' written notice of such cancellation will be given to you at the address stated above.

NAME OF OTHER PARTY

DATE (if applicable)

CONTRACT NO. (if any)

DESCRIPTION (OR JOB)

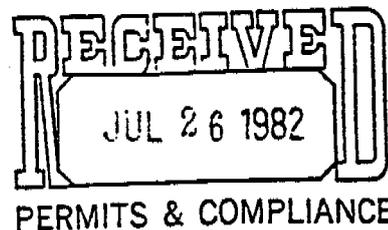
Definitions: "Incidental contract" means any written (1) lease of premises (2) easement agreement, except in connection with construction or demolition operations on or adjacent to a railroad, (3) undertaking to indemnify a municipality required by municipal ordinance in connection with work for the municipality, (4) sidetrack agreement, or (5) elevator maintenance agreement.

George McManus

Coverage includes use of explosives and damage to water wells. It is hereby understood and agreed that the insurers notify the State of Utah, Division of Oil, Gas and Mining, whenever substantive changes are made in the policy, including any termination or failure to renew in accordance with UMC 800.60 (c).

AtlanticRichfieldCompany Finance
515 South Flower Street
Los Angeles, California 90071
Telephone 213 486 1374

H. A. Minehart
Risk Manager



July 22, 1982

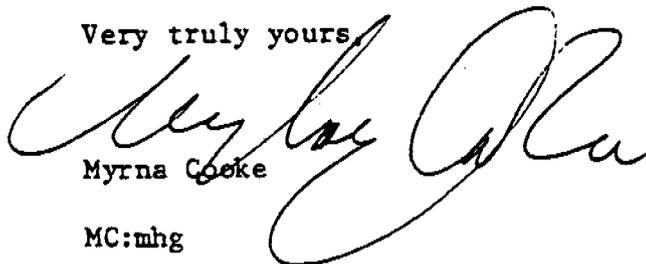
State of Utah
Division of Oil, Gas and Mining
Utah Department of Natural Resources
4241 State Office Building
Salt Lake City, UT 84114

Attention: Mr. James W. Smith, Jr.
Coordinator, Mined Land Development

Gentlemen:

With respect to our Certificate of Insurance issued to your office on March 9, 1981, with an expiration date of January 1, 1984, please be advised that the General Liability Insurance will be renewed on January 1, 1984, for another three-year period, at which time a new Certificate will be furnished to the State of Utah, Division of Oil, Gas and Mining.

Very truly yours,



Myrna Coeke

MC:mhg

STATEWIDE OR NATIONWIDE MINERAL LEASE BOND
(EXCEPT OIL AND GAS)

KNOW ALL MEN BY THESE PRESENTS, That we,

SWISHER COAL COMPANY, a Utah Corporation

of the county of Carbon, in the State of Utah

as principal, and AETNA CASUALTY & SURETY CO., of the county of Hartford

in the State of Connecticut, as surety, are held and firmly bound unto the United States

of America in the sum of Twenty Five Thousand Dollars

(\$25,000.00) lawful money of the United States, for which payment, well and truly to be made, we, by these presents, bind ourselves, and each of us, and each of our heirs, executors, administrators, successors, and assigns, jointly and severally, upon the following conditions, viz:

If the amount of this bond is \$75,000, or if it is raised by an attached rider to that amount, coverage shall extend to

all the principal's holdings involving deposits in the United States, including Alaska, under the Act or Acts cited in Schedule A.

If the amount of this bond is \$25,000, its coverage extends only to the principal's holdings involving coal deposits in the State named in Schedule A. Furthermore, such coverage is confined to the holdings under the Public Domain Leasing Act of February 25, 1920 (41 Stat. 437) as amended.

SCHEDULE A

Public Domain Leasing Act of February 25, 1920 (41 Stat. 437) as amended and supplemented (30 U.S.C. 181-287)		Acquired Lands Leasing Act of August 7, 1947 (61 Stat. 913; 30 U.S.C. 351-359)	
NAME OF STATE	LEASE NUMBER	NAME OF STATE	LEASE NUMBER
Utah	U-8319		

and other federal leases now covered by individual bonds which coverage is in process of being transferred by rider or otherwise statewide bond.

The principal and surety both agree to "assume the liability for the necessary reclamation and abandonment work required as a result of operations on the lease lands prior to the date of the assignment" of U-8319.

The conditions of the foregoing obligations are such that, whereas the said principal, in one or more of the following ways, has an interest in mineral leases issued under the Act or Acts cited in Schedule A of this bond:

1. as the lessee of such leases;
2. as the approved holder of operating rights in all or part of the lands covered by such leases under operating agreements with the lessees; and
3. as designated operator or agent under such leases pending approval of an assignment or operating agreement; and

WHEREAS the principal is authorized to drill for, mine, extract, remove, and dispose of mineral deposits in or under the lands covered by the leases, operating

agreements or designations, and is obligated to comply with certain covenants and agreements set forth in such instruments; and

WHEREAS the principal agrees that the coverage of this bond, in addition to the present holdings of the principal shall extend to and include:

1. Any mineral lease hereafter issued to, or acquired by, the principal affecting mineral deposits in the State or States now named in Schedule A, or later named in a rider, the coverage to be confined in the principal's holdings under the Act or Acts cited at the head of the column in which the name(s) of the State or States appears and to become effective immediately upon such issuance or upon departmental approval of a transfer in favor of the principal.

2. Any operating agreement hereafter entered into or acquired by the principal, affecting mineral deposits in the States now named in Schedule A, or later named in a rider, relating to mineral leases issued under the Act or Acts cited in Schedule A at the head of the column in which the name of the State is placed. The coverage shall become effective immediately upon departmental approval of the agreement or of a transfer of an operating agreement to the principal.

3. Any designation subsequent hereto of the principal as operator or agent of a lessee under a lease issued pursuant to an Act or Acts cited in Schedule A and covering lands in a State named in Schedule A, either presently or by rider. This coverage shall become effective immediately upon the filing of such a designation under a lease.

4. Any extension of a lease covered by this bond, such coverage to continue without any interruption due to the expiration of the term set forth in the lease.

WHEREAS the principal hereby agrees that notwithstanding the termination of any lease or leases, operating agreements or designations as operator or agent, covered by this bond, whether the termination is by operation of law or otherwise, the bond shall remain in full force and effect as to any remaining leases, operating agreements, or designations covered by the bond; and

WHEREAS the principal as to any lease or part of a lease for lands as to which he has been designated as operator or agent, or approved as operator, in consideration of being permitted to furnish this bond in lieu of

the lessees, and by these presents does hereby bind himself to fulfill, on behalf of each lessee, all the obligations of each such lease for the entire leasehold in the same manner and to the same extent as though he were the lessee; and

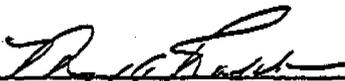
WHEREAS the principal agrees that notwithstanding any use of the security pledged herewith for the purpose for which it is pledged, the bond shall remain in full force and effect in the sum above set forth and that he will, whenever so required by the lessor, deposit additional security to bring the security up to the full amount; and

WHEREAS the principal agrees that the neglect or forbearance of said lessor in enforcing, as against the lessees of such lessor, the payment of rentals or royalties or the performance of any other covenant condition, or agreement of the leases, shall not, in any way, release the principal from any liability under this bond; and

WHEREAS the principal agrees that in the event of any default under the leases, the lessor may comment and prosecute any claim, suit, action, or other proceeding against the principal without the necessity of joining the lessees.

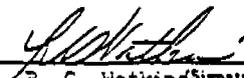
NOW, THEREFORE, If said principal shall in all respects faithfully comply with all of the provisions of the leases referred to hereinbefore, then the above obligations are to be void; otherwise to remain in full force and effect.

Signed on this 21st day of January, 1976, in the presence of:


(Signature of Principal)

607 Kearns Building, SLC, Utah 84101
(Address of Principal, include zip code)

[SEAL]


R. C. Watkins (Signature of Surety) Attorney-in-F.

The Aetna Casualty & Surety Company
425 South Main, Salt Lake City, Utah 84
(Business Address of Surety, include zip code)

If this bond is executed by a corporation, it must bear the seal of such corporation

CPC 200-711



POWER OF ATTORNEY AND CERTIFICATE OF AUTHORITY OF ATTORNEY(S)-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, THAT THE AETNA CASUALTY AND SURETY COMPANY, a corporation duly organized under the laws of the State of Connecticut, and having its principal office in the City of Hartford, County of Hartford, State of Connecticut, hath made, constituted and appointed, and does by these presents make, constitute and appoint **M. B. Cox, J. Keyser, R. C. Watkins or J. R. Breitweiser - -**

of **Salt Lake City, Utah**

, its true and lawful Attorneys-in-Fact, with full power and authority hereby conferred to sign, execute and acknowledge, at any place within the United States, or, if the following line be filled in, within the area there designated, the following instrument(s):

by his sole signature and act, any and all bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any and all consents incident thereto

and to bind THE AETNA CASUALTY AND SURETY COMPANY, thereby as fully and to the same extent as if the same were signed by the duly authorized officers of THE AETNA CASUALTY AND SURETY COMPANY, and all the acts of said Attorneys-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This appointment is made under and by authority of the following Standing Resolutions of said Company which Resolutions are now in full force and effect:

VOTED: That each of the following officers: Chairman, Vice Chairman, President, Any Executive Vice President, Any Senior Vice President, Any Vice President, Any Assistant Vice President, Any Secretary, Any Assistant Secretary, may from time to time appoint Resident Vice Presidents, Resident Assistant Secretaries, Attorneys-in-Fact, and Agents to act for and on behalf of the Company and may give any such appointee such authority as his certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors may at any time remove any such appointee and revoke the power and authority given him.

VOTED: That any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the Chairman, the Vice Chairman, the President, an Executive Vice President, a Senior Vice President, a Vice President, an Assistant Vice President or by a Resident Vice President, pursuant to the power prescribed in the certificate of authority of such Resident Vice President, and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary or by a Resident Assistant Secretary, pursuant to the power prescribed in the certificate of authority of such Resident Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact pursuant to the power prescribed in his or their certificate or certificates of authority.

This Power of Attorney and Certificate of Authority is signed and sealed by facsimile under and by authority of the following Standing Resolution voted by the Board of Directors of THE AETNA CASUALTY AND SURETY COMPANY which Resolution is now in full force and effect:

VOTED: That the signature of each of the following officers: Chairman, Vice Chairman, President, Any Executive Vice President, Any Senior Vice President, Any Vice President, Any Assistant Vice President, Any Secretary, Any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, THE AETNA CASUALTY AND SURETY COMPANY has caused this instrument to be signed by its Secretary and its corporate seal to be hereto affixed this **27th** day of **August**, 19**75**



THE AETNA CASUALTY AND SURETY COMPANY

By B. I. Radding
Secretary

State of Connecticut }
County of Hartford } ss. Hartford

On this **27th** day of **August**, 19**75**, before me personally came **B. I. RADDING** Secretary of THE AETNA CASUALTY AND SURETY COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of said corporation, that the seal affixed to the said instrument is such corporate seal; and that he executed the said instrument on behalf of the corporation by authority of his office under the Standing Resolutions thereof.



Mary J. Kingston
My commission expires **March 31, 1980** Notary Public

CERTIFICATE

I, the undersigned, **Assistant Secretary** of THE AETNA CASUALTY AND SURETY COMPANY, a stock corporation of the State of Connecticut, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney and Certificate of Authority remains in full force and has not been revoked, and furthermore, that the Standing Resolutions of the Board of Directors, as set forth in the Certificate of Authority, are now in force

Signed and Sealed at the home Office of the Company, in the City of Hartford, State of Connecticut, Dated this **21st** day of **January**, 19**76**.



By [Signature]

MR FORM 5

(Revised August 1985)
(Federal)Bond Number U-629965
Permit Number _____
Mine Name Gordon Creek #2 & #7 MinesSTATE 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 84160-1203
(801) 538-5340

THE MINED LANDS RECLAMATION ACT

BOND

The undersigned Beaver Creek Coal Company as principal, and United Pacific Insurance Company as surety, hereby jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns unto the State of Utah, Division of Oil, Gas and Mining, and the U. S. Department of the Interior, Office of Surface Mining in the penal sum of Six Hundred Forty-One Thousand Four Hundred Forty-Three and no/100 dollars (\$ 641,443.00). Such sum shall be payable to one, but not both, of the above-named agencies.

The principal estimated in the Mining and Reclamation Plan filed with the Division of Oil, Gas and Mining on the 2nd day of February, 19 83, that 2,286.05 acres of land will be disturbed by this mining operation in the State of Utah. A description of the disturbed land is attached hereto as Exhibit "A."

When the Division has determined that the principal has satisfactorily reclaimed the above-mentioned lands affected by mining in accordance with the approved Mining and Reclamation Plan and has faithfully performed all requirements of the Mined Land Reclamation Act, and complied with the Rules and Regulations adopted in accordance therewith, then this obligation shall be void; otherwise it shall remain in full force and effect until the reclamation is completed as outlined in the approved Mining and Reclamation Plan.

If the approved plan provides for reclamation of the land affected on a piecemeal or cyclic basis, and the land is reclaimed in accordance with such plan, then this bond may be reduced periodically.

In the converse, if the plan provides for a gradual increase in the area of the land affected or increased reclamation work, then this bond may accordingly be increased with the written approval of the surety company.

The Division shall only accept the bond of a surety company if the bond is noncancellable by the surety at any time for any reason including, but not limited to nonpayment of premium or bankruptcy of the permittee during the period of liability.

Page 2
FEDERAL
MR-5

NOTE: Where one signs by virtue of Power of Attorney for a surety company, such Power of Attorney must be filed with this bond. If the principal is a corporation, the bond shall be executed by its duly authorized officer.

Beaver Creek Coal Company
Principal (Company)

By Charles B. Smith
Company Officer - Position
Vice President



Date: August 14, 1987

United Pacific Insurance Company
Surety (Company)

By *W.C. Doyle*
Surety Company Officer - Position
W. C. DOYLE, ATTORNEY-IN-FACT

DATE: AUGUST 4, 1987

APPROVED AS TO FORM:

By _____
Assistant Attorney General

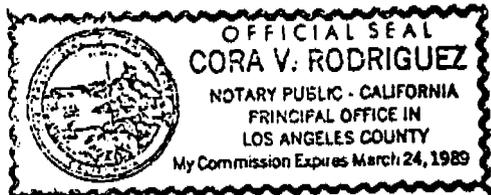
(THIS BOND REPLACED FEDERAL
INSURANCE COMPANY BOND NO.8100-39-72)

AFFIDAVIT OF QUALIFICATION

W. C. DOYLE, being first duly sworn, on oath deposes and says that he/she is the (officer or agent) ATTORNEY-IN-FACT of said Surety Company, and that he/she is duly authorized to execute and deliver the foregoing obligations; that said Surety Company is authorized to execute the same and has complied in all respects with the laws of Utah in reference to becoming sole surety upon bonds, undertakings and obligations.

(Signed) WCD
Surety Company Officer - Position
W. C. DOYLE, ATTORNEY-IN-FACT

Subscribed and sworn to before me this 4th day of August, 1987.



Cora V. Rodriguez
Notary Public Cora V. Rodriguez

My Commission Expires:

March 24, 1989.

GORDON CREEK NO. 2 & 7 MINES

Exhibit AAffected AreaFederal CoalLease #U-8319

T. 13S., R.8E., Sec.18: Lots 1-4, NW $\frac{1}{2}$ NE $\frac{1}{2}$,
S $\frac{1}{2}$ NE $\frac{1}{2}$, E $\frac{1}{2}$ NW $\frac{1}{2}$, NE $\frac{1}{2}$ SW $\frac{1}{2}$.

T. 13S., R.7E., Sec.12: E $\frac{1}{2}$, E $\frac{1}{2}$ NW $\frac{1}{2}$.
Sec.12: NE $\frac{1}{2}$ NE $\frac{1}{2}$, N $\frac{1}{2}$ NW $\frac{1}{2}$, NE $\frac{1}{2}$,
N $\frac{1}{2}$ S $\frac{1}{2}$ NW $\frac{1}{2}$ NE $\frac{1}{2}$.

Lease #U-47975

T. 13S., R.7E., Sec.13: S $\frac{1}{2}$ S $\frac{1}{2}$ NW $\frac{1}{2}$ NE $\frac{1}{2}$,
S $\frac{1}{2}$ NE $\frac{1}{2}$, E $\frac{1}{2}$ NW $\frac{1}{2}$, SE $\frac{1}{2}$.
Sec.24: N $\frac{1}{2}$ NE $\frac{1}{2}$, NE $\frac{1}{2}$ NW $\frac{1}{2}$.

T. 13S., R.8E., Sec:19: Lots 1 & 2, SE $\frac{1}{2}$ NW $\frac{1}{2}$.

Permit to Mine (U.S.G.S.)

T. 13S., R.8E., Sec. 7: W $\frac{1}{2}$ SW $\frac{1}{2}$, SE $\frac{1}{2}$ SW $\frac{1}{2}$.

Private CoalColumbo Lease

T. 13S., R.8E., Sec.17: SW $\frac{1}{2}$ SW $\frac{1}{2}$.
Sec.18: SW $\frac{1}{2}$, SE $\frac{1}{2}$ SW $\frac{1}{2}$.
Sec.19: NE $\frac{1}{2}$, NE $\frac{1}{2}$ NW $\frac{1}{2}$, N $\frac{1}{2}$ SW $\frac{1}{2}$, NW $\frac{1}{2}$ SE $\frac{1}{2}$

UNITED PACIFIC INSURANCE COMPANY

HOME OFFICE, FEDERAL WAY, WASHINGTON

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, That the UNITED PACIFIC INSURANCE COMPANY, a corporation duly organized under the laws of the State of Washington, does hereby make, constitute and appoint

W. C. DOYLE of LOS ANGELES, CALIFORNIA-----

its true and lawful Attorney-in-Fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed

ANY AND ALL BONDS AND UNDERTAKINGS OF SURETYSHIP----

and to bind the UNITED PACIFIC INSURANCE COMPANY thereby as fully and to the same extent as if such bonds and undertakings and other writings obligatory in the nature thereof were signed by an Executive Officer of the UNITED PACIFIC INSURANCE COMPANY and sealed and attested by one or more of such officers, and hereby ratifies and confirms all that its said Attorney(s)-in-Fact may do in pursuance hereof.

This Power of Attorney is granted under and by authority of Article VII of the By-Laws of UNITED PACIFIC INSURANCE COMPANY which became effective September 7, 1978, which provisions are now in full force and effect, reading as follows:

ARTICLE VII - EXECUTION OF BONDS AND UNDERTAKINGS

1. The Board of Directors, the President, the Chairman of the Board, any Senior Vice President, any Vice President or Assistant Vice President or other officer designated by the Board of Directors shall have power and authority to (a) appoint Attorneys-in-Fact and to authorize them to execute on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and (b) to remove any such Attorney-in-Fact at any time and revoke the power and authority given to him.

2. Attorneys-in-Fact shall have power and authority, subject to the terms and limitations of the power of attorney issued to them, to execute and deliver on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof. The corporate seal is not necessary for the validity of any bonds and undertaking, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

3. Attorneys-in-Fact shall have power and authority to execute affidavits required to be attached to bonds, recognizances, contracts of indemnity and other conditional or obligatory undertakings and they shall also have power and authority to certify the financial statement of the Company and to do so in accordance with the By-Laws of the Company or any article or section thereof.

This power of attorney is signed and sealed by facsimile under and by authority of the following Resolution adopted by the Board of Directors of UNITED PACIFIC INSURANCE COMPANY at a meeting held on the 5th day of June, 1979, at which a quorum was present, and said Resolution has not been amended or repealed:

"Resolved, that the signatures of such directors and officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

IN WITNESS WHEREOF, the UNITED PACIFIC INSURANCE COMPANY has caused these presents to be signed by its Vice President, and its corporate seal to be hereto affixed, this 1st day of March 19 82.



UNITED PACIFIC INSURANCE COMPANY

Charles B. Schmalz

Vice President

STATE OF Washington
COUNTY OF King

} ss.

On this 1st day of March, 19 82, personally appeared Charles B. Schmalz

to me known to be the Vice-President of the UNITED PACIFIC INSURANCE COMPANY, and acknowledged that he executed and attested the foregoing instrument and affixed the seal of said corporation thereto, and that Article VII, Section 1, 2, and 3 of the By-Laws of said Company, and the Resolution, set forth therein, are still in full force.

My Commission Expires:

June 12, 1982



Nancy Thomas

Notary Public in and for State of Washington

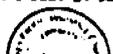
Residing at Tacoma

Charles J. Falskow

Assistant Secretary of the UNITED PACIFIC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said UNITED PACIFIC INSURANCE COMPANY, which is still in full force and effect.

2-30a

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company this 4TH day of AUGUST 19 87



Charles J. Falskow

TABLE 2-4
BEAVER CREEK COAL COMPANY LICENSES & PERMITS

GORDON CREEK NO. 2,7 and 8 MINES

<u>TYPE</u>	<u>I.D. NUMBER</u>	<u>ISSUING AUTHORITY</u>	<u>APPROVAL DATE</u>
Water Rights Permit		State of Utah Division of Water Rights 453 So. Carbon Ave. Price, Utah 84501	5/19/69
Utah Pollutant Discharge Elimination System Permit (UPDES Permit)	UTG040004	Utah Department of Health P.O. Box 16690 Salt Lake City, Utah 84116-0690	5/1/89
Spill Prevention Control & Countermeasure Plan	NA	U.S. EPA Region VIII 999 18th Street, Suite 500 Denver, Colorado 80202-2405	NA
Sewage Treatment Permit		Utah Department of Health 6 East Main Street Price, Utah 84501	9/13/75

TABLE 2-4 (continued)
BEAVER CREEK COAL COMPANY LICENSES & PERMITS

<u>GORDON CREEK NO. 2 MINE</u>			
<u>TYPE</u>	<u>I.D. NUMBER</u>	<u>ISSUING AUTHORITY</u>	<u>APPROVAL DATE</u>
State Mining Permit (Permanent Program)	ACT/007/016	State of Utah Division of Oil Gas and Mining 355 West North Temple 3 Triad Center, Suite 350 Salt Lake City, Utah 84180-1203	8/27/84
Federal Mining Permit (Permanent Program)	UT-0010, 8/84	U.S. Dept. of Interior Office of Surface Mining Brooks Towers 1020 15th Street Denver, Colorado 80202	8/24/84 (Terminated 11/17/88)
Revised Mining Permit	ACT/007/016	State of Utah Division of Oil Gas & Mining 355 West North Temple 3 Triad Center, Suite 350 Salt Lake City, Utah 84180-1203	10/11/88
No.8 Mine Amendment	ACT/007/016(88A)	State of Utah Division of Oil Gas & Mining 355 West North Temple 3 Triad Center, Suite 350 Salt Lake City, Utah 84180-1203	9/20/88

2.11 Newspaper Advertisement and Proof of Publication

A copy of the newspaper advertisement of the application and proof of publication of the advertisement was filed with the Division and made a part of the complete application not later than four weeks after the last date of publication required under UMC 786.11(a). (See Figure 2-4.)

AFFIDAVIT OF PUBLICATION

STATE OF UTAH }
County of Carbon, } ss.

I, Dan Stockburger, on oath, say that I am the General Manager of the The Sun-Advocate, a weekly newspaper of general circulation, published at Price, State and County aforesaid, and that a certain notice, a true copy of which is hereto attached, was published in the full issue of such newspaper for Four (4) consecutive

issues, and that the first publication was on the 29th day of June, 1989

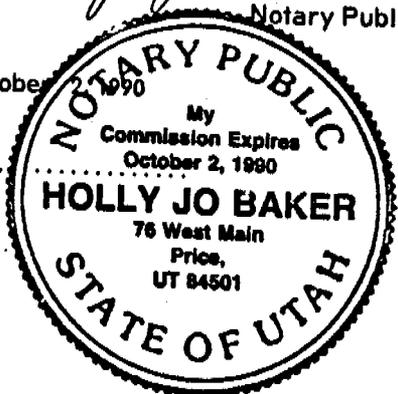
and that the last publication of such notice was in the issue of such newspaper dated the 20th day of July, 1989

Dan Stockburger
Subscribed and sworn to before me this

20th day of July, 1989

Holly Jo Baker
Notary Public.

My Commission expires October 2, 1990
Publication fee, \$ 117.60



PUBLIC NOTICE FOR PERMIT RENEWAL **PUBLIC NOTICE** GORDON CREEK NO. 2, 7 & 8 MINES BEAVER CREEK COAL CO. P.O. BOX 1378 PRICE, UTAH 84501

Beaver Creek Coal Company: P.O. Box 1378, 1109 South Carbon Avenue, Price, Utah 84501, a wholly owned subsidiary of Atlantic Richfield Company, has filed with the Utah Division of Oil, Gas & Mining an application for renewal of its Mining and Reclamation Plan Permit for its Gordon Creek No. 2, 7 and 8 Mines. Gordon Creek No. 2, 7 and 8 Mines are located in Bryner Canyon approximately 20 road miles Northwest of Price, Utah. The permit area is described as follows:

- Township 13 South, Range 7 East, SLBM, Utah
 - Sec. 12: E $\frac{1}{4}$, E $\frac{1}{2}$ W $\frac{1}{2}$
 - Sec. 13: NE $\frac{1}{4}$, NE $\frac{1}{2}$, N $\frac{1}{2}$ NW $\frac{1}{4}$, NE $\frac{1}{2}$, N $\frac{1}{2}$ S $\frac{1}{2}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$, S $\frac{1}{4}$ S $\frac{1}{2}$ NW $\frac{1}{4}$, NE $\frac{1}{2}$, S $\frac{1}{2}$ NE $\frac{1}{2}$, E $\frac{1}{2}$ W $\frac{1}{2}$, SE $\frac{1}{4}$
 - Sec. 24: N $\frac{1}{2}$ NE $\frac{1}{4}$, NE $\frac{1}{2}$ NW $\frac{1}{4}$
- Township 13 South, Range 8 East, SLBM, Utah
 - Sec. 7: W $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$
 - Sec. 17: SW $\frac{1}{4}$ SW $\frac{1}{4}$
 - Sec. 18: Lots 1-4, NW $\frac{1}{4}$ NE $\frac{1}{4}$, S $\frac{1}{2}$ NE $\frac{1}{4}$, E $\frac{1}{2}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$, S $\frac{1}{2}$ NW $\frac{1}{4}$, S $\frac{1}{2}$ NE $\frac{1}{4}$, NW $\frac{1}{4}$ NE $\frac{1}{4}$
 - Sec. 19: NE $\frac{1}{4}$, NE $\frac{1}{2}$ NW $\frac{1}{4}$, N $\frac{1}{2}$ SW $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$; Lots 1 and 2, SE $\frac{1}{4}$ NW $\frac{1}{4}$

The permit area is located on the Jump Creek, Utah, U.S. Geological Survey 7.5 minute quadrangle map. Federal Coal Leases are #U-53159 and #U-8319. The Gordon Creek No. 2 Mine has been in operation since 1969, and has operated under permit ACT/007/016 since 1984.

The application was filed, and this notice is being published to comply with the Surface Mining Control and Reclamation Act of 1977 and State and Federal regulations promulgated pursuant to said act.

The application is available for public inspection at the: Carbon County Courthouse, 1st East and Main Street, Price, Utah 84501.

Written comments, objections, or requests for informal conferences on the application may be submitted to: State of Utah Department of Natural Resources, Division of Oil, Gas & Mining, 355 West North Temple #3, Triad Center Suite 350, Salt Lake City, Utah 84180-1203.

Published in the Sun Advocate June 29, July 6, 13 and 20, 1989.