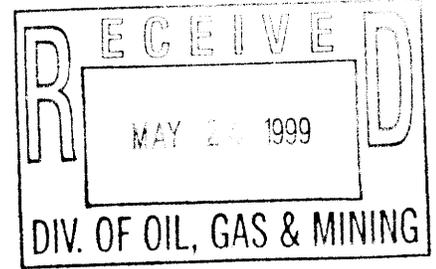




# United States Department of the Interior

## BUREAU OF LAND MANAGEMENT

Utah State Office  
P.O. Box 45155  
Salt Lake City, UT 84145-0155



In Reply Refer To:  
3452  
U-8319  
(UT-932)

MAY 27 1999

Mr. Lowell Braxton, Director  
Utah Division of Oil, Gas and Mining  
P.O. Box 145801  
Salt Lake City, Utah 84114-5801

*ACT/003/016 #2*

Dear Mr. Braxton:

On May 17, 1999, Mountain Coal Company, LLC filed, in this office, a full relinquishment of coal lease U-8319. Enclosed is a copy of the relinquishment document.

Pursuant to 43 CFR 3452.1-3, a relinquishment can be accepted if it is determined that the relinquishment will not impair the public interest and that all obligations of the lessee under the regulations and the terms of the lease have been met. Please advise whether you have any objections to this relinquishment.

If objections are not received in this office by ~~██████████~~ we will conclude there are none, and the relinquishment will be accepted.

*\**

*Douglas M. Koza*

Douglas M. Koza  
Deputy State Director,  
Natural Resources

Enclosure  
Relinquishment

*\* Do we have objections? If so, advise, and draft a letter.*

*LH*

*6-1-99*

**Mountain Coal Company, LLC**  
**c/o Ark Land Company**  
**CityPlace One, Suite 300**  
**St. Louis, Missouri 63141**  
**(314) 994-2700**

May 14, 1999

**RECEIVED**

**MAY 17 1999**

Bureau of  
Land Management

Mr. William Lamb, Director  
Utah State Office  
Bureau of Land Management  
324 S. State Street, 4th Floor  
Salt Lake City, UT 84111-2303

ATTN: Chris Merritt

**Re: Request for Relinquishment**  
**Coal Lease U-8319, Carbon County, Utah**

Dear Mr. Lamb,

Please consider this letter and the accompanying documents, submitted herein in triplicate, as Mountain Coal Company, LLC's ("Mountain Coal") relinquishment of the captioned federal coal lease. This lease contains 42.99 acres as hereafter described, and it is Mountain Coal Company, LLC's intent to relinquish the lease in its entirety.

This relinquishment is being submitted in accordance with 43 CFR, Sec. 3452. Mountain Coal relinquishes this lease because the lands contained in the lease are mined out pursuant to the applicable mine plan and ongoing reclamation activity requires only surface access.

In support of this request we have enclosed herewith the following:

1. A copy of the subject coal lease, along with amendments and modifications thereto.
2. A table showing the lease terms and conditions and the status of compliance with same.
3. A certificate of compliance.

The lands encompassed in Lease U-8319 are as follows:

T13S, R8E, SLM., Carbon County, Utah

Section 18: Lot 4

Containing 42.99 acres, more or less.

Mr. William Lamb  
May 14, 1999  
page 2

The reclamation of this property is essentially complete and progressing in accordance with the approved reclamation bond. The mine portals have been closed and sealed and Mountain Coal is preparing to apply for Phase I Bond Release on the 42.99 acres.

The subject lease is covered by Mountain Coal's Performance Bond No. 14-000-068-0010-UT in the amount of \$5,000.00, with Liberty Mutual Insurance Company as surety, in favor of the United States.

Mountain Coal represents that the mining of the subject lease was carried out according to the approved resource recovery and protection plan, that compliance with the lease terms has been met, and that the public interest will not be impaired by having the subject lease relinquished. We request that you consider this application as expeditiously as possible and assist the coordination of activities required in the processing of this request.

Your assistance and cooperation are greatly appreciated. Should you have any questions or need any additional information, please contact Doug Downing of Ark Land Company at 314-994-2954.

Very truly yours,



Mark A. Luzecky  
Vice President

Enclosures

RELINQ-9.LTR



# United States Department of the Interior

BUREAU OF LAND MANAGEMENT  
UTAH STATE OFFICE  
324 SOUTH STATE, SUITE 301  
SALT LAKE CITY, UTAH 84111-2303

01-UT-216-004-

IN REPLY REFER TO

3452  
U-8319  
(U-942)

APR 15 1987

Beaver Creek Coal Company  
P. O. Box 1378  
Price, UT 84501

## DECISION

Coal Lease  
U-8319

### Decision Dated April 10, 1987 Corrected

A decision approving a partial relinquishment of coal lease U-8319 effective February 26, 1987 was issued April 10, 1987.

It has come to the attention of this office that in describing the lands relinquished the section number in T. 13 S., R. 8 E., SLM, Utah was inadvertently omitted.

Therefore, the land description of the lands being relinquished in the decision dated April 10, 1987 is hereby corrected to read:

- T. 13 S., R. 8 E., SLM, Utah  
Sec. 18, lots 1-3, 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 $\frac{1}{4}$ .
- T. 13 S., R. 7 E., SLM, Utah  
Sec. 12, E $\frac{1}{2}$ , E $\frac{1}{2}$ W $\frac{1}{2}$ .
- T. 13 S., R. 7 E., SLM, Utah  
Sec. 13, NE $\frac{1}{4}$ NE $\frac{1}{4}$ , N $\frac{1}{2}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$ , N $\frac{1}{2}$ S $\frac{1}{2}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$ .

Containing 918.76 acres

Chief, Minerals  
Adjudication Section

ACTIVE



# United States Department of the Interior

BUREAU OF LAND MANAGEMENT  
UTAH STATE OFFICE  
324 SOUTH STATE, SUITE 301  
SALT LAKE CITY, UTAH 84111-2303

07-216-004

IN REPLY REFER TO

3452  
U-8319  
(U-942)

APR 10 1987

## DECISION

Beaver Creek Coal Company :  
P. O. Box 1378 : Coal Lease  
Price, UT 84501 : U-8319

### Coal Lease Relinquished in Part

A partial relinquishment of the following described lands in coal lease U-8319 was filed in this office on February 26, 1987 by Beaver Creek Coal Company.

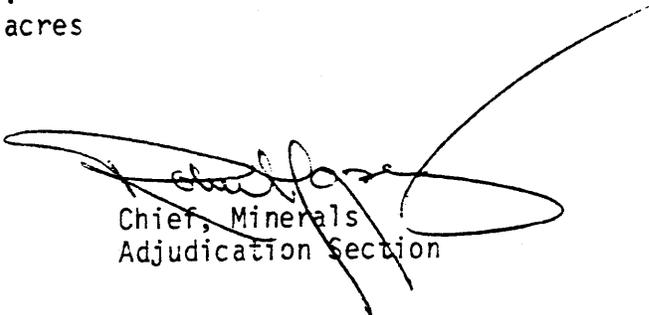
- T. 13 S., R. 8 E., SLM, Utah  
Lots 1-3, NW $\frac{1}{4}$ NE $\frac{1}{4}$ , S $\frac{1}{2}$ NE $\frac{1}{4}$ , E $\frac{1}{2}$ NW $\frac{1}{4}$ , NE $\frac{1}{4}$ SW $\frac{1}{4}$ .
- T. 13 S., R. 7 E., SLM, Utah  
Sec. 12, E $\frac{1}{2}$ , E $\frac{1}{2}$ W $\frac{1}{2}$ .
- T. 13 S., R. 7 E., SLM, Utah  
Sec. 13, NE $\frac{1}{4}$ NE $\frac{1}{4}$ , N $\frac{1}{2}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$ , N $\frac{1}{2}$ S $\frac{1}{2}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$ .

Containing 918.76 acres

In accordance with the regulations in 43 CFR 3452.1-3, the partial relinquishment of coal lease U-8319 is hereby approved effective February 26, 1987.

The following described lands are being retained in coal lease U-8319:

- T. 13 S., R. 8 E., SLM, Utah  
Sec. 18, lot 4.  
Containing 42.99 acres

  
Chief, Minerals  
Adjudication Section

Enclosure  
Relinquishment

RECEIVED  
1997 FEB 26 AM 10:00  
DEPT. OF INTERIOR  
SUR. OF LAND MGMT.

PARTIAL LEASE RELINQUISHMENT

BEAVER CREEK COAL COMPANY ("Beaver Creek"), owner of Federal Coal Lease U-8319 ("Lease"), relinquishes all its right, title, and interest, subject to the exceptions and reservations contained herein, in those lands embraced by the Lease insofar, and only insofar, as described in Exhibit A, attached hereto and incorporated herein by reference.

Beaver Creek excepts and reserves unto itself (i) all remaining right, title, and interest in the Lease, including that pertaining to Lot 4 of Section 18, Township 13 South, Range 8 East, SLM Utah, containing 42.99 acres; (ii) all surface rights or interests, of whatever nature or kind, (a) not acquired by Beaver Creek pursuant to the Lease and (b) reserved and excepted in clause (i) above; (iii) all permits, grants, or other authorizations Beaver Creek or any affiliate or subsidiary has acquired from federal, state, local or other governmental entities allowing it to conduct mining and related

STATE OF UTAH                    )  
  ) ss.  
COUNTY OF CARBON            )

On the 19<sup>th</sup> day of February, 1987 A.D., personally appeared before me Charles B. Smith, who being by me duly sworn, did say that he is the Vice President of Beaver Creek Coal Company, and that said instrument was signed on behalf of said corporation by authority of its bylaws, and said Charles B. Smith acknowledged to me that said corporation executed the same.

My commission expires: Jan 16, 1991

James W. Hooover  
Notary Public

(Seal)

Address 555 17<sup>th</sup> St.  
Alamy, CO 80202

Exhibit A

Tract No. 1  
Sec. 18

T. 13S., R.8E. SLM Utah  
Lots 1-3, NW1/4 NE1/4, S1/2 NE1/4,  
E1/2 NW1/4, NE1/4 SW1/4.  
Containing 368.76 acres

Tract No. 2  
Sec. 12

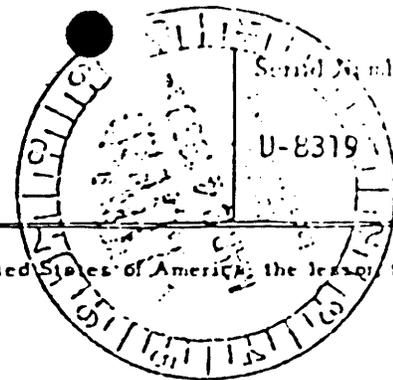
T.13S., R.7E. SLM Utah  
E1/2, E1/2 W1/2.  
Containing 480.00 acres

Tract No. 3  
Sec. 13

T.13S., R7E. SLM Utah  
NE1/4 NE1/4, N1/2 NW1/4 NE1/4,  
N1/2 S1/2 NW1/4 NE1/4.  
Containing 70.00 acres

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT

MODIFIED COAL LEASE



This lease, is entered into on  
Land Management, and

MAR 26 1980

by the United States of America, the lessor, through the Bureau of

Swisher Coal Co.  
P. O. Box AU  
Price, Utah 84501

and shall become effective on March 1, 1970, the effective date of the original lease . the lessee.

Sec. 1. STATUTES AND REGULATIONS - This lease is issued pursuant and subject to the terms and provisions of the Mineral Leasing Act of February 25, 1920, 41 Stat. 437, as amended, 30 U.S.C. Sections 181-263, hereafter referred to as the Act. This lease is also subject to all regulations of the Secretary of the Interior (including, but not limited to, 30 CFR Part 211 and 43 CFR Group 3000) which are now or hereafter in force and which are made a part hereof, except that no amendment to the regulations made subsequent to the effective date of this lease shall alter the rental and production royalty requirements in Section 5 and 6 of this lease. (Continued on page 3)

WITNESSETH:

Sec. 2 RIGHTS OF LESSEE - (a) The lessee is now the holder of coal lease U-8319, issued March 1, 1970, under the above-cited Act, which embraces 891.75 acres in Carbon County, Utah.

(b) Upon application by the lessee for modification of the lease, it has been found that it would be in the interest of the United States to modify the lease under Sec. 3 of the Act cited to include as additional lands the 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 $\frac{1}{2}$  Sec. 13, T. 13 S., R. 7 E., SLM, Utah, containing 70 acres.

(c) The lessor, in consideration of the bonus, rents, and royalties and other conditions hereinafter set forth hereby grants and leases to the lessee the exclusive right and privilege to mine and dispose of all coal in the following described tracts (leased lands) situated in the State of Utah:

Tract No. 1: T. 13 S., R. 8 E., SLM, Utah  
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 $\frac{1}{2}$ .

Containing 411.75 acres

Tract No. 2: T. 13 S., R. 7 E., SLM, Utah  
Sec. 12, E $\frac{1}{2}$ , E $\frac{1}{2}$ W $\frac{1}{2}$ .

the lessee shall conduct all operations in accordance with the approved exploration plan.

~~Section 10. MINING PLAN - The lessee shall, before the approval of the mining plan, submit to the authorized officer a plan for the mining operations to be conducted on the leased lands. The plan shall include a production schedule that provides for the mining of all the (LMU) reserves, both Federal and non-Federal, within 40 years from the date of the approval of the plan. The definition of (LMU) and (LMU) reserves and other conditions applicable to them are set forth in the regulations.~~

(See page 4)

**Sec. 11. LOGICAL MINING UNITS (LMU)** - This lease is automatically considered to be an (LMU) and may be combined with other land, including other Federal leaseholds and non-Federal interests in coal, to form a larger (LMU). The mining plan for the (LMU) must include a production schedule that provides for the mining of all the (LMU) reserves, both Federal and non-Federal, within 40 years from the date of the approval of the plan. The definition of (LMU) and (LMU) reserves and other conditions applicable to them are set forth in the regulations.

**Sec. 12. OPERATIONS ON LEASED LANDS** - In accordance with the conditions of this lease, the exploration and mining plans, the regulations and the Act, the lessee shall exercise reasonable diligence, skill, and care in all operations on the leased lands. The lessee's obligations shall include, but not be limited to, the following:

(a) The lessee shall conduct all operations on the leased lands so as to avoid injury to life, health, or property;

(b) The lessee shall conduct operations in such a manner as may be needed to avoid or, where avoidance is impracticable, to minimize and, where practicable, to repair damage to: (i) any forage and timber growth on Federal or non-Federal lands in the vicinity of the leased lands; (ii) crops, including forage and timber, or improvements of a surface owner; or (iii) improvements, whether owned by the United States or by its permittees, licensees, or lessees. The lessor must approve the steps to be taken and the restoration to be made in the event of the occurrence of damage described in this subsection.

(c) The lessee shall minimize to the maximum extent possible wasting of the mineral deposits and other resources, including, but not limited to, surface resources which may be found in, upon, or under such lands. (See 30 CFR 700 and 800)

**Sec. 13. CULTURAL RESOURCES** - (a) Before the approval of a mining plan, the authorized officer may require a survey of all or part of the leased land to provide an inventory of any historical, cultural, and archeological values. The survey shall be conducted by a qualified professional archeologist, approved by the authorized officer, and a report of the survey shall be submitted to the authorized officer. The approval of an exploration or mining plan or the continuation of lease operations may be conditioned on the approval of the survey report and the approval of measures to protect the historical, cultural, and archeological values. The cost of any survey or measures to protect such values discovered as a result of the survey shall be borne by the lessee. The lessee shall also protect the features of historical, cultural, or

archeological values. Such action shall not be limited to the following: employee upgrading, promotion, or transfer, recruitment or retention, advertising, layoff or termination, rates of pay or other form of compensation, and selection for training, including apprenticeship. Lessee agrees to post in conspicuous place available to employees and applicants for employment, notice to be provided by the lessor setting forth the provisions of this Equal Opportunity clause.

(b) Lessee will, in all solicitations or advertisements for employees placed by or on behalf of the lessee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(c) Lessee will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the lessor, advising the labor union or worker representative of the lessee's commitments under this Equal Opportunity clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) Lessee will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(e) Lessee will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Secretary of the Interior and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(f) In the event of the lessee's noncompliance with the Equal Opportunity clause of this contract or with any of the said rules, regulations, or orders, this lease may be cancelled, terminated or suspended in whole or in part and the lessee may be declared ineligible for further Government contracts or leases in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions may be imposed as remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, as amended, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

(g) Lessee will include the provisions of paragraphs (a) through (g) of this section 15 in every contract, subcontract, or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each contractor, subcontractor, or vendor. Lessee will take such action with respect to any contract, subcontract, or purchase order as the Secretary of the Interior may direct as a means of enforcing such provisions including sanctions for noncompliance. *Provided, however,* That in the event the lessee becomes involved in, or is threatened with, litigation with a contractor, subcontractor, or vendor as a result of such direction by the Secretary of the Interior, the lessee may request the United States to enter into such litigation to protect the interests of the United States.

16 CERTIFICATION OF NONSEGREGATED FACILITIES

face. If the laws of the State in which the mine is situated prohibit the employment, in a mine below the surface, of persons of an age greater than 16 years, the lessee shall comply with those laws.

**Sec. 18. MONOPOLY AND FAIR PRACTICES** - The lessor reserves full authority to promulgate and enforce orders and regulations under the provisions of Sections 30 and 32 of the Act (30 U.S.C. Sections 187 and 189) necessary to insure that any sale of the production from the leased lands to the United States or to the public is at reasonable prices, to prevent monopoly, and to safeguard the public welfare, and such regulations shall upon promulgation be binding upon the lessee.

**Sec. 19. ASSIGNMENT** - This lease may be assigned, upon approval of the authorized officer, in accordance with the provisions of 43 CFR Subpart 3453. An assignment will become effective on the first day of the month following approval by the authorized officer or, if the assignee requests, the first day of the month of the approval.

**Sec. 20. RELINQUISHMENT OF LEASE** - The lessee may file a request to relinquish all or any legal subdivision of this lease. The request shall be filed in duplicate with the authorized officer. The authorized officer shall approve the relinquishment if he determines that the lessee has complied with the requirements of the lease, the exploration and mining plans, the regulations and the Act. Upon approval, the relinquishment shall be effective as of the date it is filed, subject to the continued obligation of the lessee and his surety to pay all accrued rentals and royalties and to comply with all other requirements of the lease, the regulations, the exploration and mining plans, the regulations and the Act.

**Sec. 21. NONCOMPLIANCE** - Any failure to comply with the conditions of this lease, the exploration and mining plans, the regulations, or the Act shall be dealt with in accordance with the procedures set forth in the regulations.

**Sec. 22. WAIVER OF CONDITIONS** - The lessor reserves the right to waive any breach of the conditions contained in this lease, except the breach of such conditions as are required by the Act, but any such waiver shall extend only to the particular breach so waived and shall not limit the rights of the lessor with respect to any future breach; nor shall the waiver of a particular breach prevent cancellation of this lease for any other cause, or for the same cause occurring at another time.

**Sec. 23. READJUSTMENT OF TERMS AND CONDITIONS** - (a) The lessor may propose the reasonable readjustment of any conditions of this lease, including royalty rates, the first readjustment to be effective on the 20th year after the effective date and subsequent readjustments to be effective at 10-year intervals thereafter. The lessor shall notify the lessee whether he intends to readjust conditions and, if he intends to readjust, the nature of the readjustments.

The lessor shall give such notice 120 days before unless the

(c) If the lessee files objections to the proposed readjusted conditions, the existing conditions, except those concerning royalties, shall remain in effect until there has been an agreement between the lessor and the lessee or the new conditions to be incorporated in the lease, or until the lessee has exhausted his rights of appeal under section 24 of this lease, or until the lease is terminated, however, the readjusted royalty provisions shall be effective until there is either agreement between the lessor and the lessee or until the lease is terminated. If the readjusted royalty provisions are subsequently rescinded or amended, the lessee shall be permitted to credit any excess royalty payments against royalties subsequently due to the lessor.

**Sec. 24. DELIVERY OF PREMISES** - Upon termination of this lease for any reason, or relinquishment of a part of this lease, the lessee shall deliver to the lessor in good order and condition all or the appropriate part of leased lands. Delivery of the leased lands shall include underground timbering and such other supports and structures as are necessary for the preservation of the mine or deposit, and shall be in accordance with all other applicable provisions of the regulations for the completion of operations and abandonment.

**Sec. 25. PROPRIETARY INFORMATION** - Geological and geophysical data and information, including maps, trade secrets, and commercial and financial information which the lessor obtains from the lessee shall be treated in accordance with 43 CFR Part 2, and other applicable regulations.

**Sec. 26. LESSEE'S LIABILITY TO LESSOR** - (a) The lessee shall be liable to the United States for any damage suffered by the United States in any way arising from or connected with the lessee's activities and operations under this lease, except where damage is caused by employees of the United States acting within the scope of their authority.

(b) The lessee shall indemnify and hold harmless the United States from any and all claims arising from or connected with the lessee's activities and operations under this lease.

(c) In any case where liability without fault is imposed on the lessee pursuant to this section, and the damages involved were caused by the action of a third party, the rules of subrogation shall apply in accordance with the law of the jurisdiction where the damages occurred.

**Sec. 27. INSPECTIONS AND INVESTIGATIONS** - (a) All books and records maintained by the lessee showing information required by this lease or regulations must be kept current and in such manner that the books and records can be readily checked, upon request, at the place where they are customarily maintained.

(b) The lessee shall permit any duly authorized officer or representative of the lessor at any reasonable time (1) to inspect or investigate the leased lands and all surface and underground improvements, works, machinery, and equipment, and all books and records pertaining to the lessee's obligations to the lessor under this lease and regulations and (2) copy, and make extracts from any such books and records.

## Compliance Evaluation of Lease Terms and Conditions

Terms/Conditions/Stipulations	<b>LEASE NO. U-8319</b> Date: 03/01/70
<b>LEASE RIGHTS GRANTED</b>	Modified Lease effective: 03/01/70
<b>Sec. 1</b> Lease issued pursuant to terms of ...	Minerals Lands Leasing Act of February 25, 1920, as amended, regulations of the Sec. of Energy promulgated pursuant to section 302, and SMCRA of 1977.
<b>Sec. 2</b> Lessor grants Lessee the right to mine and dispose of all coal on lands....	Containing 42.99 acres, Carbon County, Utah.
<b>Sec. 3 Diligence</b>	<u>Status:</u> Diligence was achieved and coal mined out in accordance with the approved mine plan.
<b>Sec. 4 Bonds</b>	<u>Status:</u> Included under Mountain Coal Company, LLC's Bond No. 14-000-068-0010-UT, with Liberty Mutual Insurance Company as surety.
<b>Sec. 5 Rental</b>	<u>Status:</u> Payment has been accounted for and reported to MMS.
<b>Sec. 6 Production Royalty</b>	<u>Status:</u> All coal production has been accounted for and reported to MMS for royalty payment. Payments are current.
<b>Sec 7 Advance Royalties</b>	<u>Status:</u> None due.
<b>Sec. 8 Method of Payment</b>	<u>Status:</u> Payments made in compliance with applicable regulations.
<b>Sec. 9 Exploration Plan</b>	<u>Status:</u> Exploration has been conducted in accordance with an approved exploration plan.
<b>Sec. 10 Mining Plan</b>	<u>Status:</u> Operations have been conducted in accordance with the approved mining and exploration plan.
<b>Sec. 11 Logical Mining Unit (LMU)</b>	<u>Status:</u> Lease is not a part of a separate LMU.
<b>Sec. 12. Operations</b>	<u>Status:</u> Operations have been conducted exercising reasonable diligence, skill, and care and minimizing waste of coal and other resources.
<b>Sec. 13 (a) Cultural Resources</b> Before undertaking any activities that may disturb the surface of the leased lands, the Lessee shall conduct	<u>Status:</u> Where necessary, all cultural resource surveys and inventories have been completed. Lessor's rights acknowledged.

Terms/Conditions/Stipulations	LEASE NO. U-8319 Date: 03/01/70
a cultural resource inventory	
<b>Sec. 13 (b) Cultural Resources</b> If any items or features of historical, cultural, or archeological value are discovered they shall be reported immediately to BLM and operations shall be conducted as instructed by the BLM.	<b>Status:</b> Lessor's rights acknowledged.
<b>Sec. 14 Authorization of Other Uses and Disposition of Leased Lands</b>	<b>Status:</b> Lessor's rights acknowledged.
<b>Sec. 15 Equal Opportunity Clause</b>	<b>Status:</b> Employment practices are in compliance with the lease and both Federal and State laws.
<b>Sec. 16 Certification of Nonsegregated Facilities</b>	<b>Status:</b> The mine operations <u>do not</u> have any segregated facilities. Employment practices are in compliance with the lease and both Federal and State laws.
<b>Sec. 17 Employment Practices</b>	<b>Status:</b> Employment practices are in compliance with the lease and both Federal and State laws.
<b>Sec. 18 Monopoly and Fair Practices</b>	<b>Status:</b> Lessor's rights are acknowledged.
<b>Sec. 19 Assignment-</b> Lease may be assigned.	<b>Status:</b> Lessee's obligations are acknowledged.
<b>Sec. 20 Relinquishment of Lease</b>	<b>Description of acreage to be relinquished:</b>  T13S, R8E, SLM, Utah  Section 18, Lot 4  Containing 42.99 acres
<b>Sec. 21 Noncompliance</b>	<b>Status:</b> Lessee's obligations are acknowledged
<b>Sec. 22 Waiver of Conditions</b>	<b>Status:</b> Lessor's rights are acknowledged.
<b>Sec. 23 Readjustment of Terms &amp; Conditions</b>	<b>Status:</b> Lessor's rights are acknowledged
<b>Sec. 24 Delivery of Premises</b>	<b>Status:</b> The areas proposed for relinquishment are being returned in accordance with this section.
<b>Sec. 25 Proprietary Information</b>	<b>Status:</b> Acknowledged.
<b>Sec. 26 Lessee's Liability to Lessor</b>	<b>Status:</b> Lessee's obligations are acknowledged.
<b>Sec. 27 Inspections &amp; Investigations</b>	<b>Status:</b> All books and records have been kept current and are located at Ark Land Company's central office. Lessor's right to investigate leased lands and books is acknowledged.

Terms/Conditions/Stipulations	LEASE NO. U-8319 Date: 03/01/70
Sec. 28 Unlawful Interest	<u>Status:</u> Acknowledged.
Sec. 29 Appeals	<u>Status:</u> Acknowledged.
<b>Sec. 31 Special Stipulations</b> (1) Lessee is required to establish a monitoring system capable of measuring the effects of underground mining on the surface and subsurface resources.	<u>Status:</u> Lessee's obligations are acknowledged.
<b>Sec. 31 Special Stipulations</b> (2) Operations shall be conducted so as to comply with the Federal Water Pollution Control Act and the Clean Air Act.	<u>Status:</u> Acknowledged.
<b>Sec. 31 Special Stipulations</b> (3) Surface mining and reclamation operations are to conform with the requirements of the Surface Mining Control and Reclamation Act of 1977 and are subject to compliance with the Office of Surface Mining Regulations.	<u>Status:</u> Operations have been conducted in accordance with this stipulation.
<b>Sec. 31 Special Stipulations</b> (4) No surface occupancy will be allowed on certain lands located in Section 13.	<u>Status:</u> Acknowledged. Section 13 lands were previously relinquished from the lease.

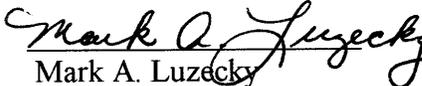
**CERTIFICATE OF COMPLIANCE  
FEDERAL COAL LEASE U-8319**

THIS CERTIFICATE OF COMPLIANCE is provided as part of Arch of Wyoming, LLC's request for relinquishment of Federal Coal Lease U-8319.

The undersigned officer of Mountain Coal Company, LLC does hereby certify that to the best of his knowledge, information and belief, Mountain Coal Company, LLC is in compliance with the terms and conditions of the captioned lease, including, but not limited to, all payment obligations imposed by the lease and all applicable laws and regulations.

DATED this 14<sup>th</sup> day of May, 1999.

MOUNTAIN COAL COMPANY, LLC

By:   
Mark A. Luzecky  
Vice President