



0004

STATE OF UTAH
NATURAL RESOURCES
Oil, Gas & Mining

Norman H. Bangerter, Governor
Dee C. Hansen, Executive Director
Dianne R. Nielson, Ph.D., Division Director

355 W. North Temple • 3 Triad Center • Suite 350 • Salt Lake City, UT 84180-1203 • 801-538-5340

September 11, 1986

Mr. Allen Klein, Administrator
Office of Surface Mining
Western Technical Center
Brooks Towers, 1020 Fifteenth St.
Denver, Colorado 80202

Dear Mr. Klein:

Re: Addendum to Appendix #4, MRP, Gordon Creek #3 and #6
Mines, ~~INA/007/007~~, Folder #2, Beaver Creek Coal Company,
Carbon County, Utah

Enclosed are two (2) copies of an addendum to Appendix #4
of Beaver Creek Coal Company's MRP for their Gordon Creek #3
and #6 Mines in Carbon County, Utah. This material is for your
files.

If you have any questions or need additional information
please contact me at (801) 538-5340.

Sincerely,

John J. Whitehead

John J. Whitehead
Permit Supervisor/
Reclamation Hydrologist

djh
0341R-45

"STAMATAKIS SCAR"
RELEASE

AGREEMENT AND RELEASE

This AGREEMENT, made and entered into this 8th day of October, 1981, by and between Calvin K. Jacob and Sons, a partnership, whose address is 754 S. Cherry Drive, Orem, Utah (hereinafter referred to as JACOBS) and Beaver Creek Coal Company, a Utah corporation with its principal office at 1109 S. Carbon Avenue, Price, Utah (hereinafter referred to as BCCC),

WITNESSETH:

WHEREAS, BCCC is the operator of certain mining operations in and around Price, Utah and in a close proximity to lands owned by JACOBS, to-wit:

T13S, R8E, Carbon County, Utah
Section 16: SW $\frac{1}{4}$ NE $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$;
Section 18: SE $\frac{1}{4}$ SW $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$.
(hereinafter "Jacobs Property")

WHEREAS, certain disputes have arisen as a result of coal mining operations affecting Jacobs Property;

WHEREAS, BCCC and JACOBS are settling and resolving such disputes in a fair and equitable manner without regard to prior fault, blame or liability;

NOW, THEREFORE, for and in consideration of the sum of Five Thousand, Two Hundred Fifty Dollars (\$5,250) in hand paid by BCCC to JACOBS, receipt and sufficiency of which is hereby acknowledged, and the mutual covenants contained herein, the undersigned, JACOBS, do hereby agree that the aforementioned sum and mutual covenants shall be in full settlement of all claims arising out of the matters described below:

1. In 1979, Swisher Coal Co. (now BCCC), in the process of leveling its upper material yard allegedly filled with dirt a small pond located in Section 18: SE $\frac{1}{4}$ SE $\frac{1}{4}$, T13S, R8E. BCCC has recently constructed a pond located at that same location. If said pond fails to retain water, ~~and such failure is demonstrated to be a result of operations by BCCC,~~ BCCC shall supply JACOBS with as much water as is reasonably required by JACOBS for stock watering purposes. ^{for so long as BCCC is conducting operations in the area.} In no event, however, shall BCCC be obligated to supply more water than JACOBS would have had if the pond had not been damaged by BCCC.
2. In March 1979, Swisher Coal Co. (now BCCC), extended a road up the right fork of Bryner Canyon in Section 18: NE $\frac{1}{4}$ SW $\frac{1}{4}$, T13S, R8E. JACOBS acknowledge that BCCC has satisfactorily leveled this land

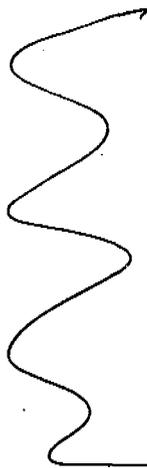
AJF

and no further leveling or any other reclamation is required. JACOBS consent to BCCC planting a vegetation test tract on the land.

3. In September 1979, Swisher Coal Co. (now BCCC), constructed a road and a pond in Section 18: SE $\frac{1}{4}$ NW $\frac{1}{4}$, T13S, R8E. JACOBS agree that the pond and the road shall be left as is and that no leveling or reclamation of any kind is required.

FURTHER:

The parties to this AGREEMENT AND RELEASE hereby agree that a certain agreement made and entered into between Swisher Coal Co., a corporation, and JACOBS, which pertains to surface use access and damage, dated October 24, 1975 (which is hereby incorporated by reference herein as if set forth in its entirety) is hereby amended to encompass lands over which a road to the portals of BCCC's Number Six Mine (6) and Number Three Mine (3) presently exist, by the addition of the following tract to the legal description of lands covered by said agreement, to wit:



BEGINNING at a point on a boundary line of the Existing Agreement between Jacobs and Swisher dated October 24, 1975, located 633.54 feet North and 196.64 feet East of the South quarter corner of Section 16, Township 13 South, Range 8 East, SLM, and running thence East 200 feet; thence North 1700 feet; thence West 250 feet to the point of beginning of the amended description; thence North 747 feet; thence West 180 feet; thence South to the center line of Section 16, a distance of 480 feet; thence West 500 feet; thence South 267 feet; thence East 680 feet, more or less, to the point of beginning, containing approximately 6.1 acres.

FURTHER:

The parties agree that in order to protect BCCC from the claims of Steve ~~of others~~ ^{Stamatakis,} who may assert some right by virtue of any oral agreement for use of the Jacobs Property for grazing or other purposes, JACOBS do hereby agree to indemnify and hold harmless BCCC from any such claims and liability resulting from action by ~~third parties~~ ^{Steve Stamatakis.}

This AGREEMENT, as set forth hereto, expresses the total and complete agreement of the parties relative to settlement of the issues between them and no modification of this AGREEMENT will be effective unless in writing signed by both parties. It is the express intention of the parties that this AGREEMENT be binding on their heirs, successors or assigns and be deemed a covenant running with the Jacobs Property.

IN WITNESS WHEREOF, this instrument is executed effective the day and year first hereinabove set forth.

Calvin K. Jacob
Calvin K. Jacob, for Calvin K. Jacob & Sons, a partnership

A. J. Rogers *RSJ*
A. J. Rogers, Vice-President, for Beaver Creek Coal Company

STATE OF _____ }
COUNTY OF _____ } ss

On this the _____ day of October, 1981, personally appeared before me, Calvin K. Jacob, partner, on behalf of Calvin K. Jacob & Sons, a partnership, the signer of the above instrument, who duly acknowledged to me that he executed the same.

Witness my hand and official seal.

Notary Public
My commission expires: _____

STATE OF _____ }
COUNTY OF _____ } ss

On this the *8th* day of October, 1981, personally appeared before me, A. J. Rogers, 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 in behalf of said Corporation, and said A. J. Rogers acknowledged to me that said Corporation executed the same.

Witness my hand and official seal.

Donda M. Hopkins
Notary Public
My commission expires: *7-7-82*

"STAMATAKIS SCAR"
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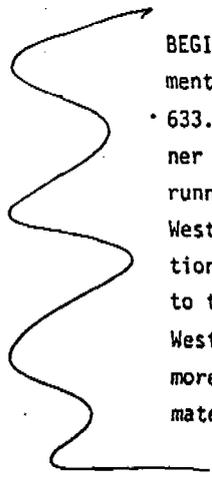
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3. In September 1979, Swisher Coal Co. (now BCCC), constructed a road and a pond in Section 18: SE1NW4, T13S, R8E. JACOBS agree that the pond and the road shall be left as is and that no leveling or reclamation of any kind is required.

FURTHER:

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FURTHER:

The parties agree that in order to protect BCCC from the claims of Steve Stamatikas, ~~of others~~ who may assert some right by virtue of any oral agreement for use of the Jacobs Property for grazing or other purposes, JACOBS do hereby agree to indemnify and hold harmless BCCC from any such claims and liability resulting from action by ~~third parties~~ and Steve Stamatikas.

This AGREEMENT, as set forth hereto, expresses the total and complete agreement of the parties relative to settlement of the issues between them and no modification of this AGREEMENT will be effective unless in writing signed by both parties. It is the express intention of the parties that this AGREEMENT be binding on their heirs, successors or assigns and be deemed a covenant running with the Jacobs Property.

IN WITNESS WHEREOF, this instrument is executed effective the day and year first hereinabove set forth.

Calvin K. Jacob
Calvin K. Jacob, for Calvin K. Jacob & Sons, a partnership

A. J. Rogers *RSJ*
A. J. Rogers, Vice-President,
for Beaver Creek Coal Company

STATE OF _____ }
COUNTY OF _____ } ss

On this the _____ day of October, 1981, personally appeared before me, Calvin K. Jacob, partner, on behalf of Calvin K. Jacob & Sons, a partnership, the signer of the above instrument, who duly acknowledged to me that he executed the same.

Witness my hand and official seal.

Notary Public
My commission expires:

STATE OF _____ }
COUNTY OF _____ } ss

On this the *8th* day of October, 1981, personally appeared before me, A. J. Rogers, 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 in behalf of said Corporation, and said A. J. Rogers acknowledged to me that said Corporation executed the same.

Witness my hand and official seal.

Donda M. Hopkins
Notary Public
My commission expires:
7-7-82

FINDINGS DOCUMENT

Beaver Creek Coal Company
Gordon Creek No. 3 and 6 Mine
INA/007/017, Carbon County, Utah

September 10, 1986

1. The plan and the permit application are accurate and complete and all requirements of the Surface Mining Control and Reclamation Act (the "Act"), and the approved Utah State Program have been complied with (UMC 786.19[a]).
2. The applicant proposes acceptable practices for the reclamation of disturbed lands. These practices have been shown to be effective in the short-term; there are no long-term reclamation records utilizing native species in the western United States. Nevertheless, the regulatory authority has determined that reclamation, as required by the Act, can be feasibly accomplished under the Mining and Reclamation Plan (MRP) (UMC 786.19[b]). (See Technical Analysis [TA], Section UMC 817.21-.25 and 817.111- .117.)
3. The assessment of the probable cumulative impacts of all anticipated coal mining activities in the general area on the hydrologic balance has been made by the regulatory authority. The reclamation plan proposed under the application has been designed to prevent damage to the hydrologic balance in the permit area (UMC 786.19[c] and UCA 40-10-11[2][c]). (See Cumulative Hydrologic Impact Analysis [CHIA] Section, attached to this Findings Document.)
4. The proposed permit area is:
 - A. not included within an area designated unsuitable for underground coal mining operations;
 - B. not within an area under study for designated lands unsuitable for underground coal mining operations;
 - C. not on any lands subject to the prohibitions or limitations of 30 CFR 761.11(a) (national parks, etc.), 761.11(f) (public buildings, etc.) and 761.11(g) (cemeteries);
 - D. not within 100 feet of the outside right-of-way line of a public road (UMC 761.11);
 - E. not within 300 feet of any occupied dwelling (UMC 786.19[d]). (See MRP Section 782.16.).

5. The regulatory authority's issuance of a permit is in compliance with the National Historic Preservation Act and implementing regulations (36 CFR 800) (UMC 786.19[e]). (See attached letter from State Historic Preservation Officer [SHPO] dated September 8, 1986.)
6. The applicant has the legal right to enter and begin underground activities in the permit area through one state coal lease one county lease and fee coal and surface agreements (UMC 786.19[f]).
7. The applicant has shown that prior violations of applicable laws and regulations have been corrected (UMC 785.19[g]). (Memo of September 4, 1986 from Joe Helfrich, Division of Oil, Gas and Mining [DOGM], Inspection and Enforcement section.)
8. Neither Beaver Creek Coal Company nor its parent company, Atlantic Richfield Company, are delinquent in payment of fees for the Abandoned Mine Reclamation Fund for its active mining operations (UMC 786.19[h]) (personal communication, Jonn Sender, DSM, Kansas City, September 4, 1986).
9. The applicant does not control and has not controlled mining operations with a demonstrated pattern of willful violations of the Act of such nature, duration and with such resulting irreparable damage to the environment as to indicate an intent not to comply with the provisions of the Act (UMC 786.19[i]) (See attached letters from DSM and other states).
10. Underground coal mining and reclamation operations to be performed under the permit will not be inconsistent with other operations anticipated to be performed in areas adjacent to the proposed permit area (UMC 786.19[j]).
11. A detailed analysis of the proposed bond has been made. The bond estimate is \$311,373.00 in 1986 dollars. The regulatory authority has made appropriate adjustments to reflect costs which would be incurred by the state, if it was required to contract the final reclamation activities for the mine site. The bond shall be posted (UMC 786.19[k]) with the regulatory authority prior to final permit issuance. An interim bond in the amount of \$346,000.00 is currently on file.
12. No lands designated as prime farmlands or alluvial valley floors occur on the permit area (UMC 786.19[l]).
13. The proposed postmining land-use of the permit area has been approved by the regulatory authority (UMC 786.19[n]). (See TA, Section UMC 817.133.)

14. The regulatory authority has made all specific approvals required by the Act, and the approved State Program (UMC 786.19[n]).
15. The proposed operation will not affect the continued existence of any threatened or endangered species or result in the destruction or adverse modification of their critical habitats (UMC 785.19[o]).
16. All procedures for public participation required by the Act, and the approved Utah State Program have been complied with (UMC 786.11-.15).

Prior to the permit taking effect, the applicant must agree to comply with the special stipulations in the permit and post the performance bond for reclamation activities.

John W. Fitchard 9/10/86
DOG M Lead Reviewer

Lance P. Broughton 9/11
Administrator, Mineral Resource
Development and Reclamation Program

Kenneth E. May 9/11/86
Associate Director, Mining

Dianne R. Nelson
Director

MINE PLAN INFORMATION

Mine Name: Gordon Creek #3 and #6 State ID: INA/007/017

Operator: Beaver Creek Coal Company County: Carbon

Controlled By: Atlantic Richfield Company

Contact Person(s): Dan Guy Position: Permitting and Compliance

Telephone: (801) 637-5050

New/Existing: Existing Mining Method: Reclamation Only

Federal Lease No(s): None

Legal Description(s): N/A

State Lease No(s): 27342

Legal Description(s): See Attached

Other Leases (identify): Carbon County Lease, Purchase Agreement for fee Coal

Legal Description(s): See attached

Ownership Data:

<u>Surface Resources (acres)</u>	<u>Existing Permit Area</u>	<u>Proposed Permit Area</u>	<u>Total Life Of Mine Area</u>
Federal	- 0 -	- 0 -	- 0 -
State	40	40	40
Private	628	628	628
Other	- 0 -	- 0 -	- 0 -
TOTAL	668	668	668

Coal Ownership (acres):

Federal	- 0 -	- 0 -	- 0 -
State	40	40	40
Private	280	280	280
Other(Carbon County)	320	320	320
TOTAL	640	640	640

MINE LEASE DESCRIPTION

Gordon Creek No. 3 & 6 Mine

Carbon County Lease

Township 13 South, Range 8 East, SLBM

Section 8: SE 1/4 SE 1/4
Section 9: S 1/2 SW 1/4, SW 1/4 SE 1/4;
Section 16: SW 1/4 NE 1/4, N 1/2 NW 1/4;
Section 17: NE 1/4 NE 1/4

Fee Coal Purchase Agreement

Township 13 South, Range 8 East SLBM

Section 16: SW 1/4, SW 1/4 NW 1/4;
Section 17: SE 1/4 NE 1/4, NE 1/4 SE 1/4

State Coal Lease

Township 13 South, Range 8 East, SLBM

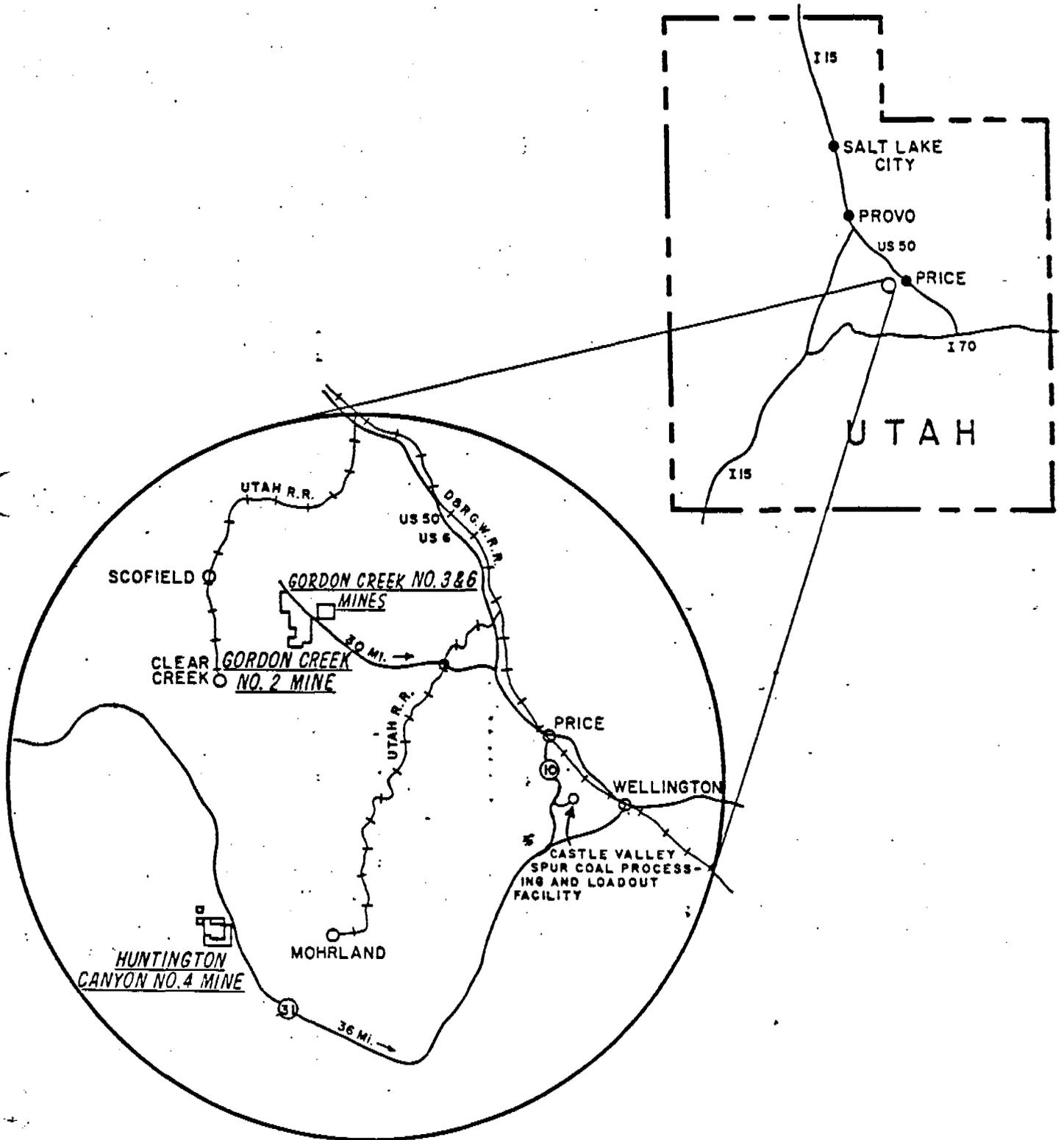
Section 16: SE1/4 NW1/4

Surface Use Agreement with Calvin Jacobs & Sons

Township 13 South, Range 8 East SLBM

Section 16: portions of W1/2 SE1/4
Section 21: portions of W1/2 NE1/4
portions of SE1/4 NW1/4

Figure 1-1
BEAVER CREEK COAL COMPANY
AREA OF OPERATIONS



NON-FEDERAL
(February 1985)

Permit Number INA/007/017, 9/86

STATE OF UTAH
DEPARTMENT OF NATURAL RESOURCES
DIVISION OF OIL, GAS AND MINING
355 West North Temple
3 Triad Center, Suite 350
Salt Lake City, Utah 84180-1203
(801) 538-5340

This permit, INA/007/017, is issued for the state of Utah by the Utah Division of Oil, Gas and Mining (DOGM) to:

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

for the Gordon Creek #3 and #6 Mines, Beaver Creek Coal Company is the lessee of state coal lease 27342 and certain fee owned parcels. The permit is not valid until a performance bond is filed with the Division of Oil, Gas and Mining in the amount of or exceeding \$337,967.00, payable to the state of Utah, Division of Oil, Gas and Mining and the DOGM has received 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 UCMRA.
- Sec. 2 The permittee is authorized to conduct surface coal mining and reclamation operations on the following described lands within the permit area at the Gordon Creek 3 & 6 Mines situated in the state of Utah, Carbon County, and located:

Township 13 South, Range 8 East, SLBM

- Section 8: SE 1/4 SE 1/4
Section 9: S 1/2 SW 1/4, SW 1/4 SE 1/4
Section 16: SE 1/4 NW 1/4, SW 1/4 NE 1/4, N 1/2 NW 1/4, SW 1/4, SW 1/4 NW 1/4
Portions of SW 1/4 SE 1/4, Portions of NW 1/4 SE 1/4
Section 17: NE 1/4 NE 1/4, SE 1/4 NE 1/4, NE 1/4 SE 1/4
Section 21: Portions of W 1/2 NE 1/4, Portions of SE 1/4 NW 1/4

This legal description is for the permit boundary (as shown on the permit area map) of the Gordon Creek 3 & 6 Mines. The permittee is authorized to conduct surface and reclamation operations connected with mining on the foregoing described property subject to the conditions of the leases, the approved mining plan, including all conditions and all other applicable conditions, laws and regulations.

- Sec. 3 This permit is issued for a term of five (5) years commencing on the date the permit is signed by the permittee, except that this permit will terminate if the permittee has not begun the surface coal mining and reclamation operations covered herein within three (3) years of the date of issuance.
- Sec. 4 The permit rights may not be transferred, assigned or sold without the approval of the Director, DOGM. Request for transfer, assignment or sale of permit rights must be done in accordance with applicable regulations including but not limited to UMC 788.17-.19.
- Sec. 5 The permittee shall allow the authorized representative of the DOGM, including but not limited to inspectors, 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 UMC 840.12, and UMC 842.13; and,
 - B. be accompanied by private persons for the purpose of conducting an inspection in accordance with UMC 842.12, when the inspection is in response to an alleged violation reported by the private person.
- Sec. 6 The permittee shall conduct surface coal mining and reclamation operations only on those lands specifically designated as within the permit area on the maps submitted in the mining plan and permit application and approved for the term of the permit and which are subject to the performance bond.

- Sec. 7 The permittee shall minimize any adverse impact to the environment or public health and safety resulting from noncompliance, including 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. 8 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 which prevents violation of any applicable State law.
- Sec. 9 The lessee 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 DOGM in approving alternative methods of compliance with the performance standards of the Act and the approved Utah State Program.
- Sec. 10 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. 11 The permittee shall comply with the provisions of UCA 26-11-1 et seq (Water Pollution Control) and UCA 26-13-1 et seq (Clean Air).
- Sec. 12 Upon expiration, this permit may be renewed for areas within the boundaries of the existing permit in accordance with the Act and the approved Utah State Program.

- Sec. 13 If during the course of mining operations, previously unidentified cultural resources are discovered, the applicant shall ensure that the site(s) is (are) not disturbed and shall notify the State Regulatory Authority (RA). The state RA shall inform the operator of necessary actions required.
- Sec. 14 APPEALS - The lessee shall have the right to appeal Division actions as provided under UMC 787.
- Sec. 15 SPECIAL CONDITIONS - In addition to the general obligations and of performance set out in the leases, and this permit, the permittee shall comply with the special conditions appended hereto as Attachment A.

The above conditions (Secs. 1-15) 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 and the lease. 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 grantor and the permittee at any time to adjust to changed conditions or to correct an oversight. The grantor 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: Dwayne R. Nelson

Date: 9-11-86

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

Authorized Representative of
the Permittee

Date: _____

Page 5
NON-FEDERAL

APPROVED AS TO FORM:

BY: Barbara W. Roberts
Assistant Attorney General

Date: September 11, 1986

0893R

Attachment A

STIPULATIONS

Beaver Creek Coal Company
Gordon Creek No. 3 and 6 Mines
INA/007/017
Carbon County, Utah

September 10, 1986

Stipulations UMC 817.46-(1,2)-JRF

1. The sediment ponds shall be constructed by October 31, 1986 so that at least 3.83 acre feet of sediment and runoff can be retained in the ponds and so that a 24 inch cmp riser is installed for the principle spillway.
2. Within 30 days of final pond construction, the applicant shall submit as-built pond designs certified by a Professional Engineer. The designs shall show pond contours with a contour interval no greater than two feet. The as-built designs shall at a minimum contain:
 - a. sideslope characterizations
 - b. section and plan views
 - c. scale of 1" = 20'
 - d. pond floor elevation and dimensions
 - e. bank elevation
 - f. complete spillway dimensions
 - g. sediment levels and markers for both ponds

Stipulation UMC 817.48-(1)-DD

1. During the backfilling and grading portion of the reclamation at the Gordon Creek #3 and #6 mine site, but no later than October 31, 1986, the applicant shall bury the material which was the subject of Notice of Violation N85-8-17-1 with a minimum of 4 feet of non-toxic and nonacid-forming material

Stipulations UMC 817.52-(1,2)-JRF

Surface Water

1. Within 30 days of permit approval, the applicant shall submit a revised surface water parameter list that includes total dissolved solids.
2. Within 30 days of permit approval, the applicant shall submit a revised surface water monitoring program that incorporates an additional monitoring station at the sediment pond entrance. Sampling of this station shall be initiated upon permit approval utilizing the quarterly frequency for other surface water monitoring.

Stipulation UMC 817.113-(1)-KMM

1. Within 30 days of permit approval, the applicant shall submit amended pages 3-37 or 3-37b to clarify when planting of willow cuttings will occur.

Stipulation UMC 817.114-(1)-KMM

1. On all areas to be mulched, the applicant shall apply no less than 3000 lbs/acre of wood fiber mulch after seeding during final reclamation of the site.

Stipulation UMC 817.150-.156-(1)-PGL

1. Within 30 days of permit approval, the applicant shall provide amended page 3-37a which will specifically describe where the Class II road extending from within the permit area to the main Gordon Creek road will be graveled.

0888R