

APPLICATION FOR PERMIT CHANGE

Title of Change:

**C.V. SPUR PROCESSING FACILITY
UPDATE OF OFFICERS**

Permit Number: **ACT / 007 / 022**

Mine: **C.V. SPUR**

Permittee: **MOUNTAIN COAL**

Description, include reasons for change and timing required to implement:

- | | | |
|------------------------------|--|--|
| <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | 1. Change in the size of the Permit Area? _____ acres <input type="checkbox"/> increase <input type="checkbox"/> decrease. |
| <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | 2. Change in the size of the Disturbed Area? _____ acres <input type="checkbox"/> increase <input type="checkbox"/> decrease. |
| <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | 3. Will permit change include operations outside the Cumulative Hydrologic Impact Area? |
| <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | 4. Will permit change include operations in hydrologic basins other than currently approved? |
| <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | 5. Does permit change result from cancellation, reduction or increase of insurance or reclamation bond? |
| <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | 6. Does permit change require or include public notice publication? |
| <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | 7. Permit change as a result of a Violation? Violation # _____ |
| <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | 8. Permit change as a result of a Division Order? D.O.# _____ |
| <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | 9. Permit change as a result of other laws or regulations? Explain: _____ |
| <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | 10. Does permit change require or include ownership, control, right-of-entry, or compliance information? |
| <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | 11. Does the permit change affect the surface landowner or change the post mining land use? |
| <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | 12. Does permit change require or include collection and reporting of any baseline information? |
| <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | 13. Could the permit change have any effect on wildlife or vegetation outside the current disturbed area? |
| <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | 14. Does permit change require or include soil removal, storage or placement? |
| <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | 15. Does permit change require or include vegetation monitoring, removal or revegetation activities? |
| <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | 16. Does permit change require or include construction, modification, or removal of surface facilities? |
| <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | 17. Does permit change require or include water monitoring, sediment or drainage control measures? |
| <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | 18. Does permit change require or include certified designs, maps, or calculations? EFFECTIVE |
| <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | 19. Does permit change require or include underground design or mine sequence and timing? SEP 1 1995 |
| <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | 20. Does permit change require or include subsidence control or monitoring? |
| <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | 21. Have reclamation costs for bonding been provided or revised for any change in the reclamation plan? |
| <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | 22. Is permit change within 100 feet of a public road or perennial stream or 500 feet of an occupied dwelling? |
| <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | 23. Is this permit change coal exploration activity <input type="checkbox"/> inside <input type="checkbox"/> outside of the permit area? |

Attach 3 complete copies of proposed permit change as it would be incorporated into the Mining and Reclamation Plan.

I hereby certify that I am a responsible official of the applicant and that the information contained in this application is true and correct to the best of my information and belief in all respects with the laws of Utah in reference to commitments, undertakings, and obligations, herein.

Dana Ballard
Signed - Name - Position - Date 10-13-94

Received by Oil, Gas & Mining

OCT 14 1994

Subscribed and sworn to before me this 13 day of 10, 19 94
Dana Ballard

Notary Public

My Commission Expires: 9-27, 19 97
Attest: STATE OF UTAH
COUNTY OF COCONINO



DANA BALLARD
NOTARY PUBLIC - STATE of UTAH
865 EAST 2800 SOUTH
PRICE, UTAH 84501
COMM. EXP. 9-27-97

ASSIGNED PERMIT CHANGE NUMBER

05A

Mountain Coal Company
C.V. Spur Processing Facility

2.2.5 Operator. The operator, if the operator is a person different from the applicant, including his or her telephone number:

The operator is the same as the applicant.

2.2.6 Resident Agent. The resident agent of the applicant who will accept service of process, including his or her telephone number:

The Corporation Trust Company
1209 Orange Street,
Wilmington, Delaware 19801
Telephone Number: 1-(800)441-9820

2.2.7 Business Designation. A statement of whether the applicant is a corporation, partnership, single proprietorship, association or other business entity:

The applicant is a Delaware corporation.

2.2.7.1 Officers and Directors of the Applicant. The names and addresses of every officer, partner, director, performing a function similar to a director of the applicant.

<u>OFFICER</u>	<u>TITLE</u>	<u>ADDRESS</u>
R.D. Pick	President and Director	Mountain Coal Co. P.O. Box 1378 Price, Utah 84501
T.H. Parker	Vice President	Atlantic Richfield Co. 555 Seventeenth Street Denver, Colorado 80202
C.B. Smith	Vice President and Director	Atlantic Richfield Co. 555 Seventeenth Street Denver, Colorado 80202
M.W. DeGenring	Vice President and Director	Atlantic Richfield Co. 555 Seventeenth Street Denver, Colorado 80202
M.C. Rechuite	Treasurer	Atlantic Richfield Co. ARCO Plaza 515 South Flower Street Los Angeles, CA 90071

SUPERSEDED
EFFECTIVE:

APR 4 1995

UTAH DIVISION OIL, GAS AND MINING

Mountain Coal Company
C.V. Spur Processing Facility

H. L. Edwards	Vice President and Secretary	Atlantic Richfield Co. ARCO Plaza 515 South Flower Street Los Angeles, CA 90071
T.G. Dallas	Assistant Treasurer	Atlantic Richfield Co. ARCO Plaza 515 South Flower Street Los Angeles, CA 90071
R.E. Nelson	Assistant Secretary	Atlantic Richfield Co. 555 Seventeenth Street Denver, Colorado 80202
B.M. Hinds	Assistant Secretary	Atlantic Richfield Co. ARCO Plaza 515 South Flower Street Los Angeles, CA 90071
E.C. Tidball	Assistant Secretary and Director	Atlantic Richfield Co. 555 Seventeenth Street Denver, Colorado 80202
A.G. Fernandez	Director	Atlantic Richfield Co. 555 Seventeenth Street Denver, Colorado 80217

2.2.7.2 Principal Shareholder of the Applicant. ~~Principal~~ and address of any person who is a principal shareholder of the applicant:

Atlantic Richfield Company
555 Seventeenth Street
Denver, Colorado
(Principal and only shareholder)

SUPERSEDED

APR 4 1995

UTAH DIVISION OIL, GAS AND MINING

2.2.7.3 Names Under Which Applicant and Principal Shareholder Operated U.S. Coal Mines. Names under which the applicant, partner, or principal shareholder previously operated underground or surface coal mining operations in the United States within the five years preceeding the date of application:

- (i) Beaver Creek Coal Company
Price, Utah
- (ii) West Elk Coal Company
Somerset, Colorado



State of Utah
DEPARTMENT OF NATURAL RESOURCES
DIVISION OF OIL, GAS AND MINING

Michael O. Leavitt
Governor
Ted Stewart
Executive Director
James W. Carter
Division Director

355 West North Temple
3 Triad Center, Suite 350
Salt Lake City, Utah 84180-1203
801-538-5340
801-359-3940 (Fax)
801-538-5319 (TDD)

November 19, 1993

Ms. Kathleen G. Welt
Environmental Supervisor
Mountain Coal Company
P.O. Box 591
Somerset, Colorado 81434

Dear Ms. Welt:

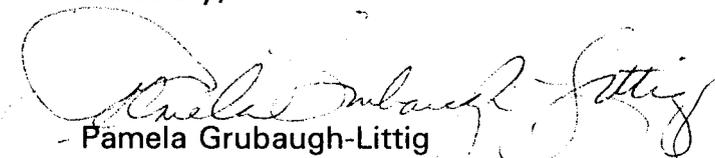
Re: Removal of Jensen Trucking Property from Permit Area, Mountain Coal Company, C.V. Spur Coal Processing and Loadout Facility, ACT/007/022-93A, Folder #3, Carbon County, Utah

Information relative to this amendment has been reviewed. The Jensen Trucking property was originally used by Utah Power and Light Company as a coal staging and loading area. The property was transferred to General Exploration Company (GEX), the permittee's predecessor, on July 29, 1977. This was included in the submittal as Appendix 4-1, the actual transfer agreement.

In 1985, the permittee sold the area to Kevin and Lois Jensen. Between 1977 and 1985, the property in questions, though part of the overall permit area, was not used in the permittee's operation. Since 1985, the area has been used **only** by Jensen Trucking. The area has not been used post-SMCRA for any kind of coal mining activities. The has mistakenly been retained as p[art of the permit area simply because it was part of the original land purchase.

Therefore, the amendment is approved and the Jensen property may be deleted from the C.V. Spur permit area.

Sincerely,


- Pamela Grubaugh-Littig
Permit Supervisor

cc: Bill Malencik, PFO





State of Utah
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Salt Lake City, Utah 84180-1203
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801-538-5319 (TDD)

November 5, 1993

TO: Pamela Grubaugh-Littig, Permit Supervisor
FROM: Jess Kelley, Reclamation Engineer *JK*
RE: Amendment to Allow for Removal of Jensen Trucking
Property from Permit Area, Mountain Coal Company, C.V.
Spur Loadout Facility, ACT/007/022-93A, Folder #2,
Carbon County, Utah

SYNOPSIS

The permittee first submitted this amendment in August of 1993. The Division rejected this first submittal because it lacked adequate historical and drainage control information. The permittee then resubmitted the amendment on September 28, 1993.

By this amendment, the permittee proposes to remove approximately 5.42 acres from the southwest corner of the approved permit area. This area is now the site of Kevin Jensen Trucking. The permittee contends that the continued inclusion of this area in the permit area has been an oversight.

ANALYSIS

The Jensen Trucking property was originally used by Utah Power & Light Company (UP&L) as a coal staging and loading area. The property was transferred to General Exploration Company (GEX), the permittee's predecessor, on July 29, 1977. This is demonstrated by the actual transfer agreement between UP&L and GEX, a copy of which the permittee has included in the plan as Appendix 4-1.

In 1985, the permittee sold the area to Kevin and Lois Jensen. Between 1977 and 1985, the property, though part of the overall permit area, was not used in the permittee's operation. Since 1985, the area has been used only by Jensen Trucking, which is a common carrier of bulk petroleum products and dry freight. Drainage from the area has continued to go to the permittee's Pond No. 5. Thus, the area has not been used post-SMCRA for any kind of coal mining activities. The area has mistakenly been



retained as part of the permit area simply because it was part of the original land purchase.

The permittee plans to divert drainage from the property to the east by way of a two-foot-high berm. Drainage will then pass beneath the railroad tracks through a main 24-inch railroad culvert and will completely bypass the permittee's property. A plan for the berm is included as part of the amendment application.

I am familiar with this site through numerous inspection visits. I have also discussed with Dan Guy of Mountain Coal Company and with Division hydrologist Ken Wyatt the permittee's plan to remove the Jensen Trucking property from the permit area. The permittee's chronology of the Jensen property is correct and the plan for diverting drainage from the property away from the main site is sound.

RECOMMENDATIONS

It is recommended that this amendment be approved and that the permittee be allowed to remove the Jensen property from the permit area.



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November 5, 1993

TO: Pamela Grubaugh-Littig, Permit Supervisor

FROM: Jess Kelley, Reclamation Engineer *JK*

RE: Amendment to Allow for Removal of Jensen Trucking Property from Permit Area, Mountain Coal Company, C.V. Spur Loadout Facility, ACT/007/022-93A, Folder #2, Carbon County, Utah

SYNOPSIS

The permittee first submitted this amendment in August of 1993. The Division rejected this first submittal because it lacked adequate historical and drainage control information. The permittee then resubmitted the amendment on September 28, 1993.

By this amendment, the permittee proposes to remove approximately 5.42 acres from the southwest corner of the approved permit area. This area is now the site of Kevin Jensen Trucking. The permittee contends that the continued inclusion of this area in the permit area has been an oversight.

ANALYSIS

The Jensen Trucking property was originally used by Utah Power & Light Company (UP&L) as a coal staging and loading area. The property was transferred to General Exploration Company (GEX), the permittee's predecessor, on July 29, 1977. This is demonstrated by the actual transfer agreement between UP&L and GEX, a copy of which the permittee has included in the plan as Appendix 4-1.

In 1985, the permittee sold the area to Kevin and Lois Jensen. Between 1977 and 1985, the property, though part of the overall permit area, was not used in the permittee's operation. Since 1985, the area has been used only by Jensen Trucking, which is a common carrier of bulk petroleum products and dry freight. Drainage from the area has continued to go to the permittee's Pond No. 5. Thus, the area has not been used post-SMCRA for any kind of coal mining activities. The area has mistakenly been



retained as part of the permit area simply because it was part of the original land purchase.

The permittee plans to divert drainage from the property to the east by way of a two-foot-high berm. Drainage will then pass beneath the railroad tracks through a main 24-inch railroad culvert and will completely bypass the permittee's property. A plan for the berm is included as part of the amendment application.

I am familiar with this site through numerous inspection visits. I have also discussed with Dan Guy of Mountain Coal Company and with Division hydrologist Ken Wyatt the permittee's plan to remove the Jensen Trucking property from the permit area. The permittee's chronology of the Jensen property is correct and the plan for diverting drainage from the property away from the main site is sound.

RECOMMENDATIONS

It is recommended that this amendment be approved and that the permittee be allowed to remove the Jensen property from the permit area.



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11/12

November 10, 1993

TO: Lowell P. Braxton, Associate Director, Mining
 FROM: Pamela Grubaugh-Littig, Permit Supervisor
 RE: Deletion of Jensen Property from Permit Area, Mountain Coal Company, C.V. Spur, ACT/007/022-93A, Folder #2, Carbon County, Utah

Jesse - Should you please expand your memo to elaborate on the findings that Lowell suggested.
 PGL
 JAT
 DAM

Attached please find the technical recommendation from Jesse Kelley regarding the deletion of the Jensen Property from the C.V. Spur permit area. I am requesting your concurrence, however, to affirm that to delete this area from the permit area can be done by approval of this amendment, not by a bond release.

Please let me know. Thank you for your help in this matter.

Pam I think you are on the right track. However, I suggest you draft a finding document that ultimately concludes that there have been no "Coal mining and Reclaim Operations" conducted on the property since SMCRK. (if that is true) ie. what the finding should discuss activities by WPCB (Coal loading) prior to purchase by Jensen Trucking and the need or lack of need to register address if Jensen Trucking's activities are or aren't "Coal mining and reclaim ops".

If all the findings support no post SMCRK coal mining impacts, then a conclusion should be drafted to say it is reasonable to approve the amendment.

*Flash,
 Laurel*



Coal used 1877 5.92 acre per. Is this surface can be used for mining?



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November 5, 1993

TO: Pamela Grubaugh-Littig, Permit Supervisor
FROM: Jess Kelley, Reclamation Engineer *JK*
RE: Amendment to Allow for Removal of Jensen Trucking
Property from Permit Area, Mountain Coal Company, C.V.
Spur Loadout Facility, ACT/007/022-93A, Folder #2,
Carbon County, Utah

SYNOPSIS

The permittee first submitted this amendment in August of 1993. The Division rejected this first submittal because it lacked adequate historical and drainage control information. The permittee then resubmitted the amendment on September 28, 1993.

By this amendment, the permittee proposes to remove approximately 5.42 acres from the southwest corner of the approved permit area. This area is now the site of Kevin Jensen Trucking. The permittee contends that the continued inclusion of this area in the permit area has been an oversight.

ANALYSIS

The Jensen Trucking property was originally used by Utah Power & Light Company as a staging area for coal loading. In 1985, the permittee sold the area to Kevin and Lois Jensen. Since 1985, the area has been used only by Jensen Trucking, but drainage from the area has continued to go to the permittee's Pond No. 5. The area has mistakenly been retained as part of the permit area simply because it was part of the original land purchase, but it has never been used as part of the permittee's operation.

The permittee plans to divert drainage from the property to the east by way of a two-foot-high berm. Drainage will then pass beneath the railroad tracks through a main 24-inch railroad culvert and will completely bypass the permittee's property. A plan for the berm is included as part of the amendment application.



I am familiar with this site through numerous inspection visits. I have also discussed with Dan Guy of Mountain Coal Company and with Division hydrologist Ken Wyatt the permittee's plan to remove the Jensen Trucking property from the permit area. The permittee's chronology of the Jensen property appears to be correct and the plan for diverting drainage from the property away from the main site is sound.

RECOMMENDATIONS

It is recommended that this amendment be approved and that the permittee be allowed to remove the Jensen property from the permit area.

AGREEMENT

This Agreement made and entered into this _____ day of November, 1973, by and between ROY D. CAMPBELL, General Delivery, Wellington, Utah, hereinafter referred to as "Campbell", and UTAH POWER & LIGHT COMPANY, P. O. Box 899, Salt Lake City, Utah, hereinafter referred to as "Utah Power & Light";

WHEREAS, Campbell has agreed to sell a portion of his real estate to Utah Power & Light to be used for coal storage and coal loading facilities; and

WHEREAS, one of the conditions of the sale was that Utah Power & Light be responsible for damages caused to Campbell because of its operation; and

WHEREAS, it is now mutually agreed as follows:

1. Any damages, as proven by Campbell, to real property, ditches, water supply, or crops, owned by Campbell, directly caused by Utah Power & Light's coal storage and coal loading facilities shall be paid for by Utah Power & Light.

WITNESS the hands of the parties in duplicate the day and year first above written.

Roy D. Campbell
ROY D. CAMPBELL

UTAH POWER & LIGHT COMPANY

BY John Anderson
Its Vice President

APPENDIX 4-1
PROPERTY AGREEMENT

11/15/93

AGREEMENT

THIS AGREEMENT made and entered into this 3rd day of August, 1977 by and between GENERAL EXPLORATION COMPANY, a ~~TEXAS~~ ^{DELAWARE} corporation, hereinafter referred to as "GEX" and ROY D. CAMPBELL and PEGGY L. CAMPBELL of Carbon County, State of Utah, hereinafter jointly referred to as "Campbells",

W I T N E S S E T H :

WHEREAS, Campbells are the owners of a residence, farmlands and related property located near Wellington, Carbon County, Utah, and

WHEREAS, Utah Power & Light Company, hereinafter UP & L has heretofore operated a coal storage and loading facility on property adjoining the Denver and Rio Grande railroad spur which loading operations and railroad facilities are located adjacent to the residence, farmlands and related property owned by Campbells, and

WHEREAS, UP & L has terminated its coal storage and loading operations on said adjoining property and has given to Campbells an option to purchase the property, consisting of approximately 153 acres, a copy of which option, dated July 29, 1977, is attached hereto as Exhibit "A", and

WHEREAS, said option was granted by UP & L to Campbells as part of a settlement of claims for nuisance and damages by the Campbells against UP & L as a result of said coal storage and loading operations, and

WHEREAS, GEX desires to acquire Campbells' rights in said option, dated July 29, 1977, and to place upon the property described therein a coal storage, processing and loading facility generally as depicted and described in Exhibit "B" attached hereto, and

Option executed - see correspondence and
~~0111-24-0000~~ UT - 314 - 101

SC-CL-0993

WHEREAS, GEX desires in connection with the operation and construction of said facility to be relieved of any claims which might be made by Campbells, their heirs, successors and assigns for nuisance or for damages as a result thereof, and

WHEREAS, Campbells are willing to assign to GEX their rights under said option and to permit the construction and operation on a permanent basis, the said coal storage, processing and loading facility upon the terms and conditions herein set forth, and to relieve GEX of any claims for nuisance or damages which result from the contemplated activities on the option property, and

WHEREAS, the parties desire in this agreement to set forth their agreement.

NOW, THEREFORE, in consideration of the covenants and conditions herein contained, the parties agree as follows:

✓1. Campbells do by this agreement hereby assign to GEX all of their right, title and interest in and to said option agreement, dated July 29, 1977, Exhibit "A". As consideration for said assignment, GEX hereby agrees to pay concurrently with the execution of this agreement the sum of \$7,500.00 of which \$2,500.00 represents a reimbursement to Campbells for the option payment to UP & L for said option. In connection with said option agreement Campbells hereby agree to use their best efforts in cooperation with GEX to obtain a reduction in the purchase price of the property, described in said option from UP & L. As further consideration of the assignment of said option by Campbells, and the agreement to cooperate toward reducing the purchase price, GEX hereby agrees to timely exercise said option and to purchase the property described therein. GEX further agrees that for so long as Campbells own the adjoining property it

will not transfer, convey, assign or sell the property described in the option to any third party without the consent of Campbells, unless such transfer, conveyance, assignment or sale is made to a third party which shall agree in writing to be bound by the terms of this agreement. GEX also hereby agrees that for so long as the adjoining property owned by Campbells is used for farming operations by Campbells, their heirs, administrators and assigns and persons so using and operating the said adjoining property reside thereon, the covenants of GEX under this agreement will run with the option land so as to protect the Campbells, their heirs, administrators and assigns against other parties who may wish to conduct on the premises described in the operations which are objectionable to Campbells.

2. Campbells have applied to the SCS office for assistance in lining the ditches which transverse the said option property. GEX hereby agrees that it will pay all sums related to such lining of said ditches to the extent the same are not paid by SCS, not to exceed \$5,000.00.

3. GEX hereby promises and agrees to pay to Campbells as compensation for the nuisance which it is anticipated their activities and operations on the option property will cause the Campbells in the form of noise, dust, lights, smells and other similar objectionable features of their operation the sum of _____ per year in advance for the first five (5) years of their operation, that is, for the period commencing January 1, 1978 through and including January 1, 1982 and thereafter at the rate of _____ per year for each and every year that GEX conducts operations on the option property. It is understood and agreed that the obligations to pay nuisance damages as above set forth shall be a covenant that shall run with the option property for so long as the

adjoining property owned by Campbells is used for farming operations by Campbells, their heirs, administrators and assigns and persons so using and operating the said adjoining property reside thereon.

4. Campbells hereby agree that in consideration of the nuisance payments provided in the next preceding paragraph hereby waive and relinquish any and all rights to claim that the operations of GEX on the option property are a nuisance or cause of any kind of damage to Campbells, so long as said operations are carried on generally as indicated on Exhibit "B" attached hereto, it being understood that GEX shall have the right to make such reasonable changes from time to time as may be needed to maintain, upgrade and update their said facilities and operations. In this regard, the Campbells do hereby also acknowledge and agree that the said waiver and relinquishment of the right to claim nuisance and damage run with title to the land which they presently own adjacent to the option property, including the properties they presently own, in sections 2 and 11.

5. During the period while this agreement is in effect, GEX will not voluntarily grant to any third party rights-of-way upon or across the option property for the purpose of serving any other coal storage, processing or loading facilities.

DATED this 3rd day of August, 1977.

"GEX"

GENERAL EXPLORATION COMPANY,
a Delaware corporation

By *R. E. Stahl*
Its VICE PRESIDENT

"Campbells"

Roy D. Campbell
ROY D. CAMPBELL

Peggy L. Campbell
PEGGY L. CAMPBELL

OPTION

FOR AND IN CONSIDERATION of the sum of Two Thousand Five Hundred and No/100 Dollars (\$2,500.00), receipt of which is hereby acknowledged, UTAH POWER & LIGHT COMPANY, a corporation, hereinafter designated as "Owner," hereby grants to ROY D. CAMPBELL and PEGGY CAMPBELL, his wife, of Wellington, Carbon County, Utah, hereinafter designated as "Campbells," an exclusive option, subject to the terms, conditions and reservations hereinafter specified, to purchase the following described tract of land located in Carbon County, State of Utah, and hereinafter called "Premises":

The Southwest 1/4 of Section 11, Township 15 South, Range 10 East, Salt Lake Base and Meridian, excepting therefrom the most Easterly 100 feet thereof.

The conditions of this option are as follows:

1. The term of this option shall be for a period of six (6) months commencing on the 1st day of August, 1977, and expiring on the 31st day of January, 1978, and unless exercised, will automatically terminate at the close of business on the latter date and neither party will thereafter have any further obligation with respect to purchase or sale of the premises.

2. The purchase price for the Premises shall be the sum of Two Thousand Three Hundred Ninety and No/100 Dollars (\$2,390.00) per acre for a total purchase price for the 153.94 acre tract of Three Hundred Sixty-seven Thousand Nine Hundred Sixteen and 60/100 Dollars (\$367,916.60) which sum shall be paid in full at the time of closing which will be within thirty (30) days after exercise of this option, unless otherwise mutually agreed by the parties.

3. In the event this option is duly exercised, the consideration paid for same shall be credited as a part of the purchase price and in the event this option is not exercised, then said consideration shall be retained by the Owner as full satisfaction for the granting of same.

4. An Abstract of Title to the Premises, continued to date, shall be furnished at the expense of Owner and Owner shall

Exhibit "A"

convey the Premises by delivery of a Special Warranty Deed. Such conveyance shall be specifically subject to any encumbrances or reservation of rights as disclosed by public record or abstract(s) of title to the Premises and shall be further subject to the continued operation and maintenance of any electrical lines now located, or to be constructed during the option period, on, over, under and across the Premises.

5. This option may be exercised prior to the expiration date specified herein by written notice of election to exercise same sent by registered mail or personal delivery to Owner at P. O. Box 899, Salt Lake City, Utah, 84110, Attention: Corporate Secretary; provided, however, that any such exercise will be subject to Owner's right to remain in possession of the Premises until November 1, 1977.

6. This option may be extended for an additional period of six (6) months immediately following the date of expiration hereof upon the payment by Campbells to Owner of the additional sum of Five Thousand and No/100 Dollars (\$5,000.00), which amount will be submitted prior to the expiration of the initial option term and upon receipt of same this option will be extended for an additional six-month period upon the same terms and conditions set forth herein for the initial option period.

WITNESS the hand of Owner this 29 day of July, 1977.

UTAH POWER & LIGHT COMPANY

By [Signature]

ATTEST:

[Signature]
Secretary

The foregoing option is received and accepted this 27th day of August, 1977.

[Signature]
Roy D. Campbell

[Signature]
Peggy Campbell

EXHIBIT "B"

1. Loading facilities shall consist of one or more hoppers or silos designed and constructed in such manner as to permit loading of unit trains. Discharge outlets from such hoppers or silos will be designed in such manner as to permit loading from a lowered chute or tube to minimize dust emissions.

2. Preparation facilities will be of an enclosed design so that raw coal will not be exposed to the winds during processing or movement into or out of the plant.

3. All coal conveyor belts shall be covered to minimize or eliminate dust emissions. Lowering wells shall be used for the discharge of coal from the conveyor belts into principle storage piles.

4. Water facilities shall be available and used if necessary for the suppression of dust from storage piles in the event of unusually high winds.

5. In addition to the foregoing facilities, GEX shall build upon the option lands such building and structures as may be reasonable and necessary for the operations contemplated hereby, including the building of roads, bridges, water tanks and ponds, parking areas, maintenance, warehouse, and office buildings and such additional buildings, fixtures, facilities and equipment as may be reasonably necessary for the proposed operation.

6. It is expressly understood that GEX shall maintain on the option lands such items of equipment as may be reasonably necessary for the movement of coal as may be required to keep coal piles compact and for clean up and construction work, and for loading into trucks or rail cars under temporary conditions, if such occasion should arise.

MEMORANDUM OF UNDERSTANDING

With respect to the attorneys' fee to be charged by Snow, Christensen & Martineau for services in connection with the Campbell-Swisher deal, it has been agreed that GEX is to pay the same on behalf of Campbell. This is to be accomplished as follows:

1. At the closing of the transaction Snow, Christensen & Martineau is to receive a fee of \$30,000.00.

2. Snow, Christensen & Martineau is to continue its efforts to obtain a reduction in the option price payable to Utah Power & Light. In this regard, as the option price is reduced so that GEX pays \$300,000.00 or less, Snow, Christensen & Martineau is to receive an additional \$10,000.00, making a total of \$40,000.00.

3. In the event the purchase price of the option property is reduced to \$260,000.00 or less, Snow, Christensen & Martineau is to receive an additional \$10,000.00, making a total of \$50,000.00.


REED L. MARTINEAU


JOE E. STARKS

AGREEMENT AND RELEASE

THIS AGREEMENT AND RELEASE, made and executed this 7th day of June, 1977 by and between ROY D. CAMPBELL and PEGGY CAMPBELL, his wife, hereinafter "Campbells" and UTAH POWER & LIGHT COMPANY, a corporation, hereinafter "U P & L".

W I T N E S S E T H:

WHEREAS, commencing in 1973 U P & L constructed and has operated a coal loading facility, hereinafter "coal yard", in Carbon County, Utah which is located adjacent and in proximity to the home and farm lands owned by Campbells, and

WHEREAS, Campbells have heretofore complained of the dust, dirt, noise, lights and other problems caused them by the construction, maintenance and operation of the coal yard in that location, and

WHEREAS, on or about July 15, 1974, Campbells filed a suit in the District Court of Carbon County, Utah entitled "Roy D. Campbell and Peggy Campbell, Plaintiffs, vs. Utah Power & Light Company, a corporation, Defendant, Civil No. 10443" for an injunction and for damages as a result of said coal yard operations, and

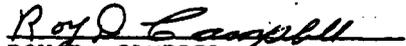
WHEREAS, in September, 1974 said suit was dismissed without prejudice on the basis of a settlement between the parties and the payment by U P & L to Campbell of attorney's fees of \$10,000.00, general damages theretofore incurred of \$48,000.00 and future general damages through October 14, 1975 of \$20,000.00, but no punitive damages, and reserving to Campbells all claims for damages following October 14, 1975, and

incorporated in this Agreement and Release. No sum has been or will be paid by U P & L to Campbells as punitive damages of any kind or in any form, it being specifically agreed and stipulated that no such damages have been discussed or considered in connection with the settlement provided herein, it being conceded by Campbells that no basis for punitive damages exist.

3. Upon execution of this Agreement and Release and payment of U P & L of the sums referred to in Paragraph 2 above, Campbells will cause said suit No. 11268 to be dismissed with prejudice and without costs as is provided in the form of Stipulation, Motion and Order of Dismissal with Prejudice, a copy of which is attached hereto.

4. Upon the execution of this Agreement and Release, the payment by U P & L of the sums provided in Paragraph 2 above and performance by U P & L of the obligations provided in Paragraph 1 above, Campbells do hereby agree that they will forever release, acquit and discharge U P & L, its officers, agents, servants and employees from any and all claims, damages, suits, actions and causes of action because of, arising out of or in any way related to the construction-maintenance and operation by U P & L of the said coal yard to the date hereof and to and including November 1, 1977.

CAMPBELLS:


ROY D. CAMPBELL


PEGGY CAMPBELL

U P & L:

UTAH POWER & LIGHT COMPANY

ATTEST:


Secretary

By 
Its _____

APPENDIX 4-1
PROPERTY AGREEMENT

11/15/93

AGREEMENT

THIS AGREEMENT made and entered into this 3RD day of August, 1977 by and between GENERAL EXPLORATION COMPANY, a ~~TEXAS~~ ^{DELAWARE} corporation, hereinafter referred to as "GEX" and ROY D. CAMPBELL and PEGGY L. CAMPBELL of Carbon County, State of Utah, hereinafter jointly referred to as "Campbells",

W I T N E S S E T H :

WHEREAS, Campbells are the owners of a residence, farmlands and related property located near Wellington, Carbon County, Utah, and

WHEREAS, Utah Power & Light Company, hereinafter UP & L has heretofore operated a coal storage and loading facility on property adjoining the Denver and Rio Grande railroad spur which loading operations and railroad facilities are located adjacent to the residence, farmlands and related property owned by Campbells, and

WHEREAS, UP & L has terminated its coal storage and loading operations on said adjoining property and has given to Campbells an option to purchase the property, consisting of approximately 153 acres, a copy of which option, dated July 29, 1977, is attached hereto as Exhibit "A", and

WHEREAS, said option was granted by UP & L to Campbells as part of a settlement of claims for nuisance and damages by the Campbells against UP & L as a result of said coal storage and loading operations, and

WHEREAS, GEX desires to acquire Campbells' rights in said option, dated July 29, 1977, and to place upon the property described therein a coal storage, processing and loading facility generally as depicted and described in Exhibit "B" attached hereto, and

*Option executed - see correspondence and
original documents UT - 314 - 101*

SC-CL-0993

WHEREAS, GEX desires in connection with the operation and construction of said facility to be relieved of any claims which might be made by Campbells, their heirs, successors and assigns for nuisance or for damages as a result thereof, and

WHEREAS, Campbells are willing to assign to GEX their rights under said option and to permit the construction and operation on a permanent basis, the said coal storage, processing and loading facility upon the terms and conditions herein set forth, and to relieve GEX of any claims for nuisance or damages which result from the contemplated activities on the option property, and

WHEREAS, the parties desire in this agreement to set forth their agreement.

NOW, THEREFORE, in consideration of the covenants and conditions herein contained, the parties agree as follows:

✓1. Campbells do by this agreement hereby assign to GEX all of their right, title and interest in and to said option agreement, dated July 29, 1977, Exhibit "A". As consideration for said assignment, GEX hereby agrees to pay concurrently with the execution of this agreement the sum of \$7,500.00 of which \$2,500.00 represents a reimbursement to Campbells for the option payment to UP & L for said option. In connection with said option agreement Campbells hereby agree to use their best efforts in cooperation with GEX to obtain a reduction in the purchase price of the property, described in said option from UP & L. As further consideration of the assignment of said option by Campbells, and the agreement to cooperate toward reducing the purchase price, GEX hereby agrees to timely exercise said option and to purchase the property described therein. GEX further agrees that for so long as Campbells own the adjoining property it

will not transfer, convey, assign or sell the property described in the option to any third party without the consent of Campbells, unless such transfer, conveyance, assignment or sale is made to a third party which shall agree in writing to be bound by the terms of this agreement. GEX also hereby agrees that for so long as the adjoining property owned by Campbells is used for farming operations by Campbells, their heirs, administrators and assigns and persons so using and operating the said adjoining property reside thereon, the covenants of GEX under this agreement will run with the option land so as to protect the Campbells, their heirs, administrators and assigns against other parties who may wish to conduct on the premises described in the operations which are objectionable to Campbells.

2. Campbells have applied to the SCS office for assistance in lining the ditches which transverse the said option property. GEX hereby agrees that it will pay all sums related to such lining of said ditches to the extent the same are not paid by SCS, not to exceed \$5,000.00.

3. GEX hereby promises and agrees to pay to Campbells as compensation for the nuisance which it is anticipated their activities and operations on the option property will cause the Campbells in the form of noise, dust, lights, smells and other similar objectionable features of their operation the sum of _____ per year in advance for the first five (5) years of their operation, that is, for the period commencing January 1, 1978 through and including January 1, 1982 and thereafter at the rate of _____ per year for each and every year that GEX conducts operations on the option property. It is understood and agreed that the obligations to pay nuisance damages as above set forth shall be a covenant that shall run with the option property for so long as the

adjoining property owned by Campbells is used for farming operations by Campbells, their heirs, administrators and assigns and persons so using and operating the said adjoining property reside thereon.

4. Campbells hereby agree that in consideration of the nuisance payments provided in the next preceding paragraph hereby waive and relinquish any and all rights to claim that the operations of GEX on the option property are a nuisance or cause of any kind of damage to Campbells, so long as said operations are carried on generally as indicated on Exhibit "B" attached hereto, it being understood that GEX shall have the right to make such reasonable changes from time to time as may be needed to maintain, upgrade and update their said facilities and operations. In this regard, the Campbells do hereby also acknowledge and agree that the said waiver and relinquishment of the right to claim nuisance and damage run with title to the land which they presently own adjacent to the option property, including the properties they presently own, in sections 2 and 11.

5. During the period while this agreement is in effect, GEX will not voluntarily grant to any third party rights-of-way upon or across the option property for the purpose of serving any other coal storage, processing or loading facilities.

DATED this 3rd day of August, 1977.

"GEX"

GENERAL EXPLORATION COMPANY,
a Delaware corporation

By

R. E. Stark
Its VICE PRESIDENT

"Campbells"

Roy D. Campbell
ROY D. CAMPBELL

Peggy L. Campbell
PEGGY L. CAMPBELL

OPTION

FOR AND IN CONSIDERATION of the sum of Two Thousand Five Hundred and No/100 Dollars (\$2,500.00), receipt of which is hereby acknowledged, UTAH POWER & LIGHT COMPANY, a corporation, hereinafter designated as "Owner," hereby grants to ROY D. CAMPBELL and PEGGY CAMPBELL, his wife, of Wellington, Carbon County, Utah, hereinafter designated as "Campbells," an exclusive option, subject to the terms, conditions and reservations hereinafter specified, to purchase the following described tract of land located in Carbon County, State of Utah, and hereinafter called "Premises":

The Southwest 1/4 of Section 11, Township 15 South, Range 10 East, Salt Lake Base and Meridian, excepting therefrom the most Easterly 100 feet thereof.

The conditions of this option are as follows:

1. The term of this option shall be for a period of six (6) months commencing on the 1st day of August, 1977, and expiring on the 31st day of January, 1978, and unless exercised, will automatically terminate at the close of business on the latter date and neither party will thereafter have any further obligation with respect to purchase or sale of the premises.

2. The purchase price for the Premises shall be the sum of Two Thousand Three Hundred Ninety and No/100 Dollars (\$2,390.00) per acre for a total purchase price for the 153.94 acre tract of Three Hundred Sixty-seven Thousand Nine Hundred Sixteen and 60/100 Dollars (\$367,916.60) which sum shall be paid in full at the time of closing which will be within thirty (30) days after exercise of this option, unless otherwise mutually agreed by the parties.

3. In the event this option is duly exercised, the consideration paid for same shall be credited as a part of the purchase price and in the event this option is not exercised, then said consideration shall be retained by the Owner as full satisfaction for the granting of same.

4. An Abstract of Title to the Premises, continued to date, shall be furnished at the expense of Owner and Owner shall

Exhibit "A"

convey the Premises by delivery of a Special Warranty Deed. Such conveyance shall be specifically subject to any encumbrances or reservation of rights as disclosed by public record or abstract(s) of title to the Premises and shall be further subject to the continued operation and maintenance of any electrical lines now located, or to be constructed during the option period, on, over, under and across the Premises.

5. This option may be exercised prior to the expiration date specified herein by written notice of election to exercise same sent by registered mail or personal delivery to Owner at P. O. Box 899, Salt Lake City, Utah, 84110, Attention Corporate Secretary; provided, however, that any such exercise will be subject to Owner's right to remain in possession of the Premises until November 1, 1977.

6. This option may be extended for an additional period of six (6) months immediately following the date of expiration hereof upon the payment by Campbells to Owner of the additional sum of Five Thousand and No/100 Dollars (\$5,000.00), which amount will be submitted prior to the expiration of the initial option term and upon receipt of same this option will be extended for an additional six-month period upon the same terms and conditions set forth herein for the initial option period.

WITNESS the hand of Owner this 29 day of July, 1977.

UTAH POWER & LIGHT COMPANY

By

ATTEST:

[Signature]
Secretary

[Signature]

The foregoing option is received and accepted this 27th day of August, 1977.

[Signature]
Roy D. Campbell
[Signature]
Peggy Campbell

EXHIBIT "B"

1. Loading facilities shall consist of one or more hoppers or silos designed and constructed in such manner as to permit loading of unit trains. Discharge outlets from such hoppers or silos will be designed in such manner as to permit loading from a lowered chute or tube to minimize dust emissions.

2. Preparation facilities will be of an enclosed design so that raw coal will not be exposed to the winds during processing or movement into or out of the plant.

3. All coal conveyor belts shall be covered to minimize or eliminate dust emissions. Lowering wells shall be used for the discharge of coal from the conveyor belts into principle storage piles.

4. Water facilities shall be available and used if necessary for the suppression of dust from storage piles in the event of unusually high winds.

5. In addition to the foregoing facilities, GEX shall build upon the option lands such building and structures as may be reasonable and necessary for the operations contemplated hereby, including the building of roads, bridges, water tanks and ponds, parking areas, maintenance, warehouse, and office buildings and such additional buildings, fixtures, facilities and equipment as may be reasonably necessary for the proposed operation.

6. It is expressly understood that GEX shall maintain on the option lands such items of equipment as may be reasonably necessary for the movement of coal as may be required to keep coal piles compact and for clean up and construction work, and for loading into trucks or rail cars under temporary conditions, if such occasion should arise.

MEMORANDUM OF UNDERSTANDING

With respect to the attorneys' fee to be charged by Snow, Christensen & Martineau for services in connection with the Campbell-Swisher deal, it has been agreed that GEX is to pay the same on behalf of Campbell. This is to be accomplished as follows:

1. At the closing of the transaction Snow, Christensen & Martineau is to receive a fee of \$30,000.00.

2. Snow, Christensen & Martineau is to continue its efforts to obtain a reduction in the option price payable to Utah Power & Light. In this regard, as the option price is reduced so that GEX pays \$300,000.00 or less, Snow, Christensen & Martineau is to receive an additional \$10,000.00, making a total of \$40,000.00.

3. In the event the purchase price of the option property is reduced to \$260,000.00 or less, Snow, Christensen & Martineau is to receive an additional \$10,000.00, making a total of \$50,000.00.


FRED L. MARTINEAU


JOE E. STARKS

AGREEMENT AND RELEASE

THIS AGREEMENT AND RELEASE, made and executed this 7th day of June, 1977 by and between ROY D. CAMPBELL and PEGGY CAMPBELL, his wife, hereinafter "Campbells" and UTAH POWER & LIGHT COMPANY, a corporation, hereinafter "U P & L".

W I T N E S S E T H:

WHEREAS, commencing in 1973 U P & L constructed and has operated a coal loading facility, hereinafter "coal yard", in Carbon County, Utah which is located adjacent and in proximity to the home and farm lands owned by Campbells, and

WHEREAS, Campbells have heretofore complained of the dust, dirt, noise, lights and other problems caused them by the construction, maintenance and operation of the coal yard in that location, and

WHEREAS, on or about July 15, 1974, Campbells filed a suit in the District Court of Carbon County, Utah entitled "Roy D. Campbell and Peggy Campbell, Plaintiffs, vs. Utah Power & Light Company, a corporation, Defendant, Civil No. 10443" for an injunction and for damages as a result of said coal yard operations, and

WHEREAS, in September, 1974 said suit was dismissed without prejudice on the basis of a settlement between the parties and the payment by U P & L to Campbell of attorney's fees of \$10,000.00, general damages theretofore incurred of \$48,000.00 and future general damages through October 14, 1975 of \$20,000.00, but no punitive damages, and reserving to Campbells all claims for damages following October 14, 1975, and

incorporated in this Agreement and Release. No sum has been or will be paid by U P & L to Campbells as punitive damages of any kind or in any form, it being specifically agreed and stipulated that no such damages have been discussed or considered in connection with the settlement provided herein, it being conceded by Campbells that no basis for punitive damages exist.

3. Upon execution of this Agreement and Release and payment of U P & L of the sums referred to in Paragraph 2 above, Campbells will cause said suit No. 11268 to be dismissed with prejudice and without costs as is provided in the form of Stipulation, Motion and Order of Dismissal with Prejudice, a copy of which is attached hereto.

4. Upon the execution of this Agreement and Release, the payment by U P & L of the sums provided in Paragraph 2 above and performance by U P & L of the obligations provided in Paragraph 1 above, Campbells do hereby agree that they will forever release, acquit and discharge U P & L, its officers, agents, servants and employees from any and all claims, damages, suits, actions and causes of action because of, arising out of or in any way related to the construction-maintenance and operation by U P & L of the said coal yard to the date hereof and to and including November 1, 1977.

CAMPBELLS:


ROY D. CAMPBELL


PEGGY CAMPBELL

U P & L:

UTAH POWER & LIGHT COMPANY

ATTEST:


Secretary

By 
Its _____

AGREEMENT

This Agreement made and entered into this _____ day of November, 1973, by and between ROY D. CAMPBELL, General Delivery, Wellington, Utah, hereinafter referred to as "Campbell", and UTAH POWER & LIGHT COMPANY, P. O. Box 899, Salt Lake City, Utah, hereinafter referred to as "Utah Power & Light";

WHEREAS, Campbell has agreed to sell a portion of his real estate to Utah Power & Light to be used for coal storage and coal loading facilities; and

WHEREAS, one of the conditions of the sale was that Utah Power & Light be responsible for damages caused to Campbell because of its operation; and

WHEREAS, it is now mutually agreed as follows:

1. Any damages, as proven by Campbell, to real property, ditches, water supply, or crops, owned by Campbell, directly caused by Utah Power & Light's coal storage and coal loading facilities shall be paid for by Utah Power & Light.

WITNESS the hands of the parties in duplicate the day and year first above written.

Roy D. Campbell
ROY D. CAMPBELL

UTAH POWER & LIGHT COMPANY

BY John E. ...

Its Vice President

APPENDIX 4-1
PROPERTY AGREEMENT

11/15/93

AGREEMENT

THIS AGREEMENT made and entered into this 3RD day of August, 1977 by and between GENERAL EXPLORATION COMPANY, a ~~TEXAS~~ ^{DELAWARE} corporation, hereinafter referred to as "GEX" and ROY D. CAMPBELL and PEGGY L. CAMPBELL of Carbon County, State of Utah, hereinafter jointly referred to as "Campbells",

W I T N E S S E T H :

WHEREAS, Campbells are the owners of a residence, farmlands and related property located near Wellington, Carbon County, Utah, and

WHEREAS, Utah Power & Light Company, hereinafter UP & L has heretofore operated a coal storage and loading facility on property adjoining the Denver and Rio Grande railroad spur which loading operations and railroad facilities are located adjacent to the residence, farmlands and related property owned by Campbells, and

WHEREAS, UP & L has terminated its coal storage and loading operations on said adjoining property and has given to Campbells an option to purchase the property, consisting of approximately 153 acres, a copy of which option, dated July 29, 1977, is attached hereto as Exhibit "A", and

WHEREAS, said option was granted by UP & L to Campbells as part of a settlement of claims for nuisance and damages by the Campbells against UP & L as a result of said coal storage and loading operations, and

WHEREAS, GEX desires to acquire Campbells' rights in said option, dated July 29, 1977, and to place upon the property described therein a coal storage, processing and loading facility generally as depicted and described in Exhibit "B" attached hereto, and

WHEREAS, GEX desires in connection with the operation and construction of said facility to be relieved of any claims which might be made by Campbells, their heirs, successors and assigns for nuisance or for damages as a result thereof, and

WHEREAS, Campbells are willing to assign to GEX their rights under said option and to permit the construction and operation on a permanent basis, the said coal storage, processing and loading facility upon the terms and conditions herein set forth, and to relieve GEX of any claims for nuisance or damages which result from the contemplated activities on the option property, and

WHEREAS, the parties desire in this agreement to set forth their agreement.

NOW, THEREFORE, in consideration of the covenants and conditions herein contained, the parties agree as follows:

✓1. Campbells do by this agreement hereby assign to GEX all of their right, title and interest in and to said option agreement, dated July 29, 1977, Exhibit "A". As consideration for said assignment, GEX hereby agrees to pay concurrently with the execution of this agreement the sum of \$7,500.00 of which \$2,500.00 represents a reimbursement to Campbells for the option payment to UP & L for said option. In connection with said option agreement Campbells hereby agree to use their best efforts in cooperation with GEX to obtain a reduction in the purchase price of the property, described in said option from UP & L. As further consideration of the assignment of said option by Campbells, and the agreement to cooperate toward reducing the purchase price, GEX hereby agrees to timely exercise said option and to purchase the property described therein. GEX further agrees that for so long as Campbells own the adjoining property it

will not transfer, convey, assign or sell the property described in the option to any third party without the consent of Campbells, unless such transfer, conveyance, assignment or sale is made to a third party which shall agree in writing to be bound by the terms of this agreement. GEX also hereby agrees that for so long as the adjoining property owned by Campbells is used for farming operations by Campbells, their heirs, administrators and assigns and persons so using and operating the said adjoining property reside thereon, the covenants of GEX under this agreement will run with the option land so as to protect the Campbells, their heirs, administrators and assigns against other parties who may wish to conduct on the premises described in the operations which are objectionable to Campbells.

2. Campbells have applied to the SCS office for assistance in lining the ditches which transverse the said option property. GEX hereby agrees that it will pay all sums related to such lining of said ditches to the extent the same are not paid by SCS, not to exceed \$5,000.00.

3. GEX hereby promises and agrees to pay to Campbells as compensation for the nuisance which it is anticipated their activities and operations on the option property will cause the Campbells in the form of noise, dust, lights, smells and other similar objectionable features of their operation the sum of _____ per year in advance for the first five (5) years of their operation, that is, for the period commencing January 1, 1978 through and including January 1, 1982 and thereafter at the rate of _____ per year for each and every year that GEX conducts operations on the option property. It is understood and agreed that the obligations to pay nuisance damages as above set forth shall be a covenant that shall run with the option property for so long as the

adjoining property owned by Campbells is used for farming operations by Campbells, their heirs, administrators and assigns and persons so using and operating the said adjoining property reside thereon.

4. Campbells hereby agree that in consideration of the nuisance payments provided in the next preceding paragraph hereby waive and relinquish any and all rights to claim that the operations of GEX on the option property are a nuisance or cause of any kind of damage to Campbells, so long as said operations are carried on generally as indicated on Exhibit "B" attached hereto, it being understood that GEX shall have the right to make such reasonable changes from time to time as may be needed to maintain, upgrade and update their said facilities and operations. In this regard, the Campbells do hereby also acknowledge and agree that the said waiver and relinquishment of the right to claim nuisance and damage run with title to the land which they presently own adjacent to the option property, including the properties they presently own, in sections 2 and 11.

5. During the period while this agreement is in effect, GEX will not voluntarily grant to any third party rights-of-way upon or across the option property for the purpose of serving any other coal storage, processing or loading facilities.

DATED this 3rd day of August, 1977.

"GEX"

GENERAL EXPLORATION COMPANY,
a Delaware corporation

By *J. E. Starke*
Its VICE PRESIDENT

"Campbells"

Roy D. Campbell
ROY D. CAMPBELL

Peggy L. Campbell
PEGGY L. CAMPBELL

OPTION

FOR AND IN CONSIDERATION of the sum of Two Thousand Five Hundred and No/100 Dollars (\$2,500.00), receipt of which is hereby acknowledged, UTAH POWER & LIGHT COMPANY, a corporation, hereinafter designated as "Owner," hereby grants to ROY D. CAMPBELL and PEGGY CAMPBELL, his wife, of Wellington, Carbon County, Utah, hereinafter designated as "Campbells," an exclusive option, subject to the terms, conditions and reservations hereinafter specified, to purchase the following described tract of land located in Carbon County, State of Utah, and hereinafter called "Premises":

The Southwest 1/4 of Section 11, Township 15 South, Range 10 East, Salt Lake Base and Meridian, excepting therefrom the most Easterly 100 feet thereof.

The conditions of this option are as follows:

1. The term of this option shall be for a period of six (6) months commencing on the 1st day of August, 1977, and expiring on the 31st day of January, 1978, and unless exercised, will automatically terminate at the close of business on the latter date and neither party will thereafter have any further obligation with respect to purchase or sale of the premises.

2. The purchase price for the Premises shall be the sum of Two Thousand Three Hundred Ninety and No/100 Dollars (\$2,390.00) per acre for a total purchase price for the 153.94 acre tract of Three Hundred Sixty-seven Thousand Nine Hundred Sixteen and 60/100 Dollars (\$367,916.60) which sum shall be paid in full at the time of closing which will be within thirty (30) days after exercise of this option, unless otherwise mutually agreed by the parties.

3. In the event this option is duly exercised, the consideration paid for same shall be credited as a part of the purchase price and in the event this option is not exercised, then said consideration shall be retained by the Owner as full satisfaction for the granting of same.

4. An Abstract of Title to the Premises, continued to date, shall be furnished at the expense of Owner and Owner shall

Exhibit "A"

convey the Premises by delivery of a Special Warranty Deed. Such conveyance shall be specifically subject to any encumbrances or reservation of rights as disclosed by public record or abstract(s) of title to the Premises and shall be further subject to the continued operation and maintenance of any electrical lines now located, or to be constructed during the option period, on, over, under and across the Premises.

5. This option may be exercised prior to the expiration date specified herein by written notice of election to exercise same sent by registered mail or personal delivery to Owner at P. O. Box 899, Salt Lake City, Utah, 84110, Attention Corporate Secretary; provided, however, that any such exercise will be subject to Owner's right to remain in possession of the Premises until November 1, 1977.

6. This option may be extended for an additional period of six (6) months immediately following the date of expiration hereof upon the payment by Campbells to Owner of the additional sum of Five Thousand and No/100 Dollars (\$5,000.00), which amount will be submitted prior to the expiration of the initial option term and upon receipt of same this option will be extended for an additional six-month period upon the same terms and conditions set forth herein for the initial option period.

WITNESS the hand of Owner this 29 day of July, 1977.

UTAH POWER & LIGHT COMPANY

By [Signature]

ATTEST: [Signature]
Secretary

The foregoing option is received and accepted this 27th day of August, 1977.

[Signature]
Roy D. Campbell
[Signature]
Peggy Campbell

EXHIBIT "B"

1. Loading facilities shall consist of one or more hoppers or silos designed and constructed in such manner as to permit loading of unit trains. Discharge outlets from such hoppers or silos will be designed in such manner as to permit loading from a lowered chute or tube to minimize dust emissions.

2. Preparation facilities will be of an enclosed design so that raw coal will not be exposed to the winds during processing or movement into or out of the plant.

3. All coal conveyor belts shall be covered to minimize or eliminate dust emissions. Lowering wells shall be used for the discharge of coal from the conveyor belts into principle storage piles.

4. Water facilities shall be available and used if necessary for the suppression of dust from storage piles in the event of unusually high winds.

5. In addition to the foregoing facilities, GEX shall build upon the option lands such building and structures as may be reasonable and necessary for the operations contemplated hereby, including the building of roads, bridges, water tanks and ponds, parking areas, maintenance, warehouse, and office buildings and such additional buildings, fixtures, facilities and equipment as may be reasonably necessary for the proposed operation.

6. It is expressly understood that GEX shall maintain on the option lands such items of equipment as may be reasonably necessary for the movement of coal as may be required to keep coal piles compact and for clean up and construction work, and for loading into trucks or rail cars under temporary conditions, if such occasion should arise.

MEMORANDUM OF UNDERSTANDING

With respect to the attorneys' fee to be charged by Snow, Christensen & Martineau for services in connection with the Campbell-Swisher deal, it has been agreed that GEX is to pay the same on behalf of Campbell. This is to be accomplished as follows:

1. At the closing of the transaction Snow, Christensen & Martineau is to receive a fee of \$30,000.00.
2. Snow, Christensen & Martineau is to continue its efforts to obtain a reduction in the option price payable to Utah Power & Light. In this regard, as the option price is reduced so that GEX pays \$300,000.00 or less, Snow, Christensen & Martineau is to receive an additional \$10,000.00, making a total of \$40,000.00.
3. In the event the purchase price of the option property is reduced to \$260,000.00 or less, Snow, Christensen & Martineau is to receive an additional \$10,000.00, making a total of \$50,000.00.


REED L. MARTINEAU


JOE E. STARKS

AGREEMENT AND RELEASE

THIS AGREEMENT AND RELEASE, made and executed this 9th day of June, 1977 by and between ROY D. CAMPBELL and PEGGY CAMPBELL, his wife, hereinafter "Campbells" and UTAH POWER & LIGHT COMPANY, a corporation, hereinafter "U P & L".

W I T N E S S E T H:

WHEREAS, commencing in 1973 U P & L constructed and has operated a coal loading facility, hereinafter "coal yard", in Carbon County, Utah which is located adjacent and in proximity to the home and farm lands owned by Campbells, and

WHEREAS, Campbells have heretofore complained of the dust, dirt, noise, lights and other problems caused them by the construction, maintenance and operation of the coal yard in that location, and

WHEREAS, on or about July 15, 1974, Campbells filed a suit in the District Court of Carbon County, Utah entitled "Roy D. Campbell and Peggy Campbell, Plaintiffs, vs. Utah Power & Light Company, a corporation, Defendant, Civil No. 10443" for an injunction and for damages as a result of said coal yard operations, and

WHEREAS, in September, 1974 said suit was dismissed without prejudice on the basis of a settlement between the parties and the payment by U P & L to Campbell of attorney's fees of \$10,000.00, general damages theretofore incurred of \$48,000.00 and future general damages through October 14, 1975 of \$20,000.00, but no punitive damages, and reserving to Campbells all claims for damages following October 14, 1975, and

WHEREAS, Campbells claim that following October 14, 1975 and to the present date they have continued to be damaged by the dust, dirt, noise, lights and other problems caused by the operation of said coal yard, and

WHEREAS, on April 26, 1977 Campbells filed a second suit in the District Court of Carbon County, Civil No. 11768 to enjoin the maintenance and operation of said coal yard, and

WHEREAS, the parties desire by this Agreement and Release to fully settle as between themselves all matters related to the maintenance and operation of said coal yard.

NOW, THEREFORE, in consideration of the terms and conditions herein set forth, the parties hereby agree as follows:

1. U P & L hereby agrees that on or before November 1, 1977 it will remove from its premises located adjacent and in proximity to the home and farm of Campbells all of the coal, machinery, equipment and personal property located therein and to leave the same in a clean and sightly condition so as to eliminate the dust, dirt, lights, noise and other conditions which have caused discomfort and inconvenience to Campbells.

2. U P & L hereby agrees that concurrently with the execution of this Agreement it will pay to Campbells the sum of \$65,000.00 representing general damages incurred by Campbells in the sum of \$55,000.00 and damage to crops in the sum of \$10,000.00. In addition, U P & L will at the same time pay to Snow, Christensen & Martineau the further sum of \$10,000.00 representing attorney's fees of Campbell's counsel in connection with said suit, No. 11268 and the settlement

incorporated in this Agreement and Release. No sum has been or will be paid by U P & L to Campbells as punitive damages of any kind or in any form, it being specifically agreed and stipulated that no such damages have been discussed or considered in connection with the settlement provided herein, it being conceded by Campbells that no basis for punitive damages exist.

3. Upon execution of this Agreement and Release and payment of U P & L of the sums referred to in Paragraph 2 above, Campbells will cause said suit No. 11268 to be dismissed with prejudice and without costs as is provided in the form of Stipulation, Motion and Order of Dismissal with Prejudice, a copy of which is attached hereto.

4. Upon the execution of this Agreement and Release, the payment by U P & L of the sums provided in Paragraph 2 above and performance by U P & L of the obligations provided in Paragraph 1 above, Campbells do hereby agree that they will forever release, acquit and discharge U P & L, its officers, agents, servants and employees from any and all claims, damages, suits, actions and causes of action because of, arising out of or in any way related to the construction-maintenance and operation by U P & L of the said coal yard to the date hereof and to and including November 1, 1977.

CAMPBELLS:


ROY D. CAMPBELL


PEGGY CAMPBELL

U P & L:

UTAH POWER & LIGHT COMPANY

ATTEST:


Secretary

By 
Its _____

AGREEMENT

This Agreement made and entered into this _____ day of November, 1973, by and between ROY D. CAMPBELL, General Delivery, Wellington, Utah, hereinafter referred to as "Campbell", and UTAH POWER & LIGHT COMPANY, P. O. Box 899, Salt Lake City, Utah, hereinafter referred to as "Utah Power & Light";

WHEREAS, Campbell has agreed to sell a portion of his real estate to Utah Power & Light to be used for coal storage and coal loading facilities; and

WHEREAS, one of the conditions of the sale was that Utah Power & Light be responsible for damages caused to Campbell because of its operation; and

WHEREAS, it is now mutually agreed as follows:

1. Any damages, as proven by Campbell, to real property, ditches, water supply, or crops, owned by Campbell, directly caused by Utah Power & Light's coal storage and coal loading facilities shall be paid for by Utah Power & Light.

WITNESS the hands of the parties in duplicate the day and year first above written.

Roy D. Campbell
ROY D. CAMPBELL

UTAH POWER & LIGHT COMPANY

BY J. H. ...
Its Vice President



State of Utah
 DEPARTMENT OF NATURAL RESOURCES
 DIVISION OF OIL, GAS AND MINING

Michael O. Leavitt
 Governor
 Ted Stewart
 Executive Director
 James W. Carter
 Division Director

355 West North Temple
 3 Triad Center, Suite 350
 Salt Lake City, Utah 84180-1203
 801-538-5340
 801-359-3940 (Fax)
 801-538-5319 (TDD)

11/12

November 10, 1993

TO: Lowell P. Braxton, Associate Director, Mining
 FROM: Pamela Grubaugh-Littig, Permit Supervisor
 RE: Deletion of Jensen Property from Permit Area, Mountain Coal Company, C.V. Spur, ACT/007/022-93A, Folder #2, Carbon County, Utah

Jesse - should you please expand your memo to elaborate on the findings that Lowell suggested.
 PGL
 JAT
 PAM

Attached please find the technical recommendation from Jesse Kelley regarding the deletion of the Jensen Property from the C.V. Spur permit area. I am requesting your concurrence, however, to affirm that to delete this area from the permit area can be done by approval of this amendment, not by a bond release.

Please let me know. Thank you for your help in this matter.

Pam I think you are on the right track. However, I suggest you draft a finding document that ~~states~~ ultimately concludes that there have been no "Coal mining and Reclaim Operations" conducted on the property since SMCRA. (if that is true) ie: what the finding should discuss activities by WPC/L (Coal loading) prior to purchase by Jensen Trucking and the need or lack of need to regulate address if Jensen Trucking's activities are or aren't "Coal mining and reclaim ops".

If all the findings support no post SMCRA coal mining impact, then a conclusion should be drafted to say it is reasonable to approve the amendment.

*Thank,
 Lowell*



Coal used this 5.92 acre per. Is this surface can be removed from permit area?



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November 5, 1993

TO: Pamela Grubaugh-Littig, Permit Supervisor

FROM: Jess Kelley, Reclamation Engineer *JK*

RE: Amendment to Allow for Removal of Jensen Trucking Property from Permit Area, Mountain Coal Company, C.V. Spur Loadout Facility, ACT/007/022-93A, Folder #2, Carbon County, Utah

SYNOPSIS

The permittee first submitted this amendment in August of 1993. The Division rejected this first submittal because it lacked adequate historical and drainage control information. The permittee then resubmitted the amendment on September 28, 1993.

By this amendment, the permittee proposes to remove approximately 5.42 acres from the southwest corner of the approved permit area. This area is now the site of Kevin Jensen Trucking. The permittee contends that the continued inclusion of this area in the permit area has been an oversight.

ANALYSIS

The Jensen Trucking property was originally used by Utah Power & Light Company as a staging area for coal loading. In 1985, the permittee sold the area to Kevin and Lois Jensen. Since 1985, the area has been used only by Jensen Trucking, but drainage from the area has continued to go to the permittee's Pond No. 5. The area has mistakenly been retained as part of the permit area simply because it was part of the original land purchase, but it has never been used as part of the permittee's operation.

The permittee plans to divert drainage from the property to the east by way of a two-foot-high berm. Drainage will then pass beneath the railroad tracks through a main 24-inch railroad culvert and will completely bypass the permittee's property. A plan for the berm is included as part of the amendment application.



I am familiar with this site through numerous inspection visits. I have also discussed with Dan Guy of Mountain Coal Company and with Division hydrologist Ken Wyatt the permittee's plan to remove the Jensen Trucking property from the permit area. The permittee's chronology of the Jensen property appears to be correct and the plan for diverting drainage from the property away from the main site is sound.

RECOMMENDATIONS

It is recommended that this amendment be approved and that the permittee be allowed to remove the Jensen property from the permit area.



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November 10, 1993

TO: Lowell P. Braxton, Associate Director, Mining

FROM: Pamela Grubaugh-Littig, Permit Supervisor *pgl*

RE: Deletion of Jensen Property from Permit Area, Mountain Coal Company, C.V. Spur, ACT/007/022-93A, Folder #2, Carbon County, Utah

Attached please find the technical recommendation from Jesse Kelley regarding the deletion of the Jensen Property from the C.V. Spur permit area. I am requesting your concurrence, ~~however~~, to affirm that to delete this area from the permit area can be done by approval of this amendment, not by a bond release.

Please let me know. Thank you ~~for your help in this matter.~~





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November 5, 1993

TO: Pamela Grubaugh-Littig, Permit Supervisor
FROM: Jess Kelley, Reclamation Engineer *JK*
RE: Amendment to Allow for Removal of Jensen Trucking
Property from Permit Area, Mountain Coal Company, C.V.
Spur Loadout Facility, ACT/007/022-93A, Folder #2,
Carbon County, Utah

SYNOPSIS

The permittee first submitted this amendment in August of 1993. The Division rejected this first submittal because it lacked adequate historical and drainage control information. The permittee then resubmitted the amendment on September 28, 1993.

By this amendment, the permittee proposes to remove approximately 5.42 acres from the southwest corner of the approved permit area. This area is now the site of Kevin Jensen Trucking. The permittee contends that the continued inclusion of this area in the permit area has been an oversight.

ANALYSIS

The Jensen Trucking property was originally used by Utah Power & Light Company as a staging area for coal loading. In 1985, the permittee sold the area to Kevin and Lois Jensen. Since 1985, the area has been used only by Jensen Trucking, but drainage from the area has continued to go to the permittee's Pond No. 5. The area has mistakenly been retained as part of the permit area simply because it was part of the original land purchase, but it has never been used as part of the permittee's operation.

The permittee plans to divert drainage from the property to the east by way of a two-foot-high berm. Drainage will then pass beneath the railroad tracks through a main 24-inch railroad culvert and will completely bypass the permittee's property. A plan for the berm is included as part of the amendment application.



I am familiar with this site through numerous inspection visits. I have also discussed with Dan Guy of Mountain Coal Company and with Division hydrologist Ken Wyatt the permittee's plan to remove the Jensen Trucking property from the permit area. The permittee's chronology of the Jensen property appears to be correct and the plan for diverting drainage from the property away from the main site is sound.

RECOMMENDATIONS

It is recommended that this amendment be approved and that the permittee be allowed to remove the Jensen property from the permit area.

Mountain Coal Company
West Elk Mine
Post Office Box 591
Somerset, Colorado 81434
Telephone 303 929-5015
Fax 303 929-5595



September 28, 1993

Pamela Grubaugh-Littig
Permit Supervisor
Utah Division of Oil, Gas & Mining
355 West North Temple
3 Triad Center, Suite 350
Salt Lake City, Utah 84180-1203

RECEIVED
OCT 1 1993
DIVISION OF
OIL, GAS & MINING

Re: Deletion of Jensen Property
Mountain Coal Company
C.V. Spur Processing/Loadout Facility
ACT/007/022-93A; Folder #2
Carbon County, Utah

Dear Ms. Littig:

In response to your denial letter of 7/20/93, Mountain Coal Company is herein submitting 3 complete copies of a new proposed amendment to delete the Jensen Property from the C.V. Spur Permit.

Included with this submittal are:

- (1) Justification for deleting the property, showing it was included by error and not part of the C.V. Spur operation;
- (2) Berm design and cross-sections;
- (3) Updated maps showing the revised permit boundary (including a Permit Area Map).
- (4) Permit change forms.

Page 2

It is our hope this revised amendment will meet with your approval. If you have any questions, or need any further information, please let me know.

Respectfully,

A handwritten signature in cursive script, appearing to read "Dan W. Guy". The signature is fluid and extends to the right with a long horizontal stroke.

Dan W. Guy
for Kathleen G. Welt

cc: Bill Malencik - DOGM
Kathy Welt - MCC
File

Section 4

LAND STATUS, LAND-USE AND POSTMINING LAND-USE

4.1 Scope

This section details surface and mineral ownership as well as leaseholders or easement holders, or other pending options or interests in lands which are contiguous to or within the area to be covered by the permit pursuant to requirements of UMC 782.13.

The existing regional and site specific land use as well as the possible impacts which may occur during an after mining to the land-use and socioeconomy are considered.

4.2 Methodology

All information documenting land status has been acquired from information on file with the Anaconda Minerals Company Land Department, contacts with various governmental agencies, and also through independent land checks completed by consulting land brokers.

4.3 Land Status

4.3.1 Surface Land Status

Tables 4-1 and 4-2 (numerically cross referenced) identify the current ownership, rights-of-way, easements, leases, special use permits, water rights, and surface managing authorities for all property in and contiguous to the permit area. Plate 4-1 shows the location of the subject tracts.

Mining and Reclamation Plan
Castle Valley Spur Coal Processing and Loadout Facility Permit Application

Two tracts of land have been sold at the C.V. Spur facility since the original permit was issued. The first tract was 0.24 acres, sold to Co-Op Mining Company in 1985 (see Figure 4-1). This area has been deleted from the permit.

The second tract of land was 5.42 acres, sold to Kevin and Lois Jensen, also in 1985 (see Figure 4-2). Plate 4-1 was changed at that time; however this area has never been deleted from the mine plan. Mountain Coal Company is now requesting this area be deleted from the C.V. Spur Permit. The following is a justification for this request:

- (1) Mountain Coal Company no longer owns this land, nor does it have any control over activities (including possible pollution) which take place on the property;
- (2) The drainage from the Jensen site was originally included in the C.V. Spur diversion and pond designs, and has continued to drain to our Sediment Pond No. 5;
- (3) As shown on Plate 3-1, this is an area of pre-law disturbance. This area was used as a staging site for Utah Power and Light coal loading operations prior to the acquisition of the property by Mountain Coal Company (Formerly Beaver Creek Coal Company) and prior to the enactment of SMCRA in 1977;
- (4) The area continued to be used as a staging area for the Kevin Jensen Trucking operation. The property was included in our original permit simply because it was part of the land purchase; however, this was an oversight, since this particular tract of land was always used strictly for the contract trucking operation, and was not directly associated with the

Mining and Reclamation Plan
Castle Valley Spur Coal Processing and Loadout Facility Permit Application

loadout operation. This fact was finally affirmed when the property was sold to the Jensen's in 1985; however, once again due to an oversight, the company did not request deletion of the property from the permit and continued to allow drainage from the Jensen site to enter C.V. Spur via a 12" culvert beneath the railroad.

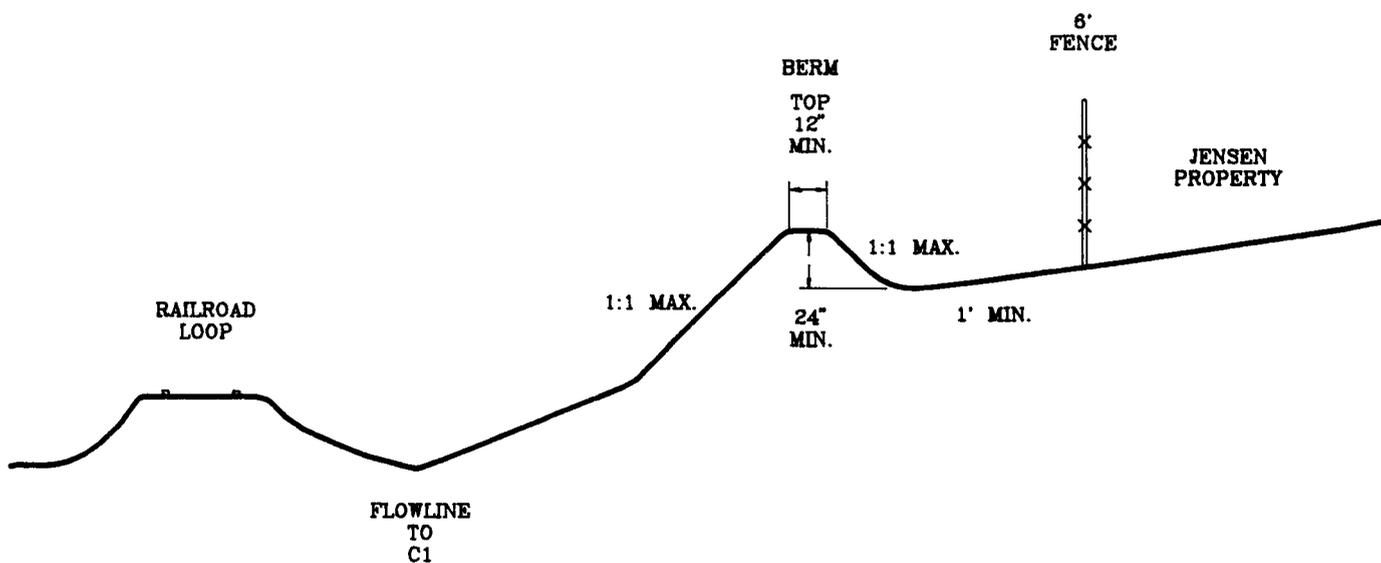
- (5) Mountain Coal Company is now requesting the deletion of this property from its permit. The drainage from the Jensen site can easily be diverted eastward along the railroad by the elimination of the above mentioned culvert and construction of a berm outside the Jensen property fence, as shown on Plate 3-2. The berm would be constructed on Mountain Coal Company property and at our expense. Designs for the berm are provided in Chapter 7 of the Permit.

7.2.3.7 Jensen Property Berm

The proposed berm around the Jensen property will provide for diversion of drainage from this area eastward along the railroad loop to the 24" culvert beneath the main line of the railroad at the southeast corner of the property. Cross-Section of the proposed berm is shown on Figure 7-9, and location is shown on Plate 3-2.

The berm is more than adequate to divert the entire runoff from Area 5e shown on Figure 7-5 (p.7-65) and described on table 7-17 (p.7-69), which shows an expected runoff of only 0.318 acre feet with a design peak flow of 0.81 cfs (Culvert C-1, p. 7-88a),. Culvert C-1 will remain in place to divert drainage from the disturbed area remaining between the Jensen Property and the railroad loop.

JENSEN PROPERTY BERM
(TYPICAL CROSS-SECTION)



7.2.4 Effects of Mining on Surface Water

Protection of the hydrologic balance at C.V. Spur is accomplished by control of runoff from disturbed areas, diversion of runoff from undisturbed areas, and diversion, collection, and recirculation of water supply and storm water. There are no subsurface operations at C.V. Spur.

In general, most of the disturbed area runoff, poor quality groundwater, and all plant overflow water is cleaned and recirculated with no discharge from the property. The natural (undisturbed) drainage is allowed to flow into natural channels, bypassing the disturbed areas. Excess french drain water may be released to the Price River. Storm water runoff from disturbed areas may also be released to the Price River once effluent limits have been met. Surface runoff from the site and adjacent area and french drain water are expected to be of higher quality than natural baseline

APPLICATION FOR PERMIT CHANGE

Title of Change: *Deletion of Jensen Property from C.V. Spur Permit.*

Permit Number: *ACT1 0071022*

Mine: *C. V. SPUR*

Permittee: *Mountain Coal Co.*

Description, include reason for change and timing required to implement:

<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	1. Change in the size of the Permit Area? <u>5.42</u> acres <input type="checkbox"/> increase <input checked="" type="checkbox"/> decrease.
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	2. Change in the size of the Disturbed Area? <u>5.42</u> acres <input type="checkbox"/> increase <input checked="" type="checkbox"/> decrease.
<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	3. Will permit change include operations outside the Cumulative Hydrologic Impact Area?
<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	4. Will permit change include operations in hydrologic basins other than currently approved?
<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	5. Does permit change result from cancellation, reduction or increase of insurance or reclamation bond?
<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	6. Does permit change require or include public notice publication?
<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	7. Permit change as a result of a Violation? Violation #
<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	8. Permit change as a result of a Division Order? D.O.#
<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	9. Permit change as a result of other laws or regulations? Explain:
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	10. Does permit change require or include ownership, control, right-of-entry, or compliance information?
<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	11. Does the permit change affect the surface landowner or change the post mining land use?
<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	12. Does permit change require or include collection and reporting of any baseline information?
<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	13. Could the permit change have any effect on wildlife or vegetation outside the current disturbed area?
<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	14. Does permit change require or include soil removal, storage or placement?
<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	15. Does permit change require or include vegetation monitoring, removal or revegetation activities?
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	16. Does permit change require or include construction, modification, or removal of surface facilities?
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	17. Does permit change require or include water monitoring, sediment or drainage control measures?
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	18. Does permit change require or include certified designs, maps, or calculations?
<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	19. Does permit change require or include underground design or mine sequence and timing?
<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	20. Does permit change require or include subsidence control or monitoring?
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	21. Have reclamation costs for bonding been provided or revised for any change in the reclamation plan?
<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	22. Is permit change within 100 feet of a public road or perennial stream or 500 feet of an occupied dwelling?
<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	23. Is this permit change coal exploration activity <input type="checkbox"/> inside <input type="checkbox"/> outside of the permit area?

Attach 3 complete copies of proposed permit change as it would be incorporated into the Mining and Reclamation Plan.

I hereby certify that I am a responsible official of the applicant and that the information contained in this application is true and correct to the best of my information and belief in all respects with the laws of Utah in reference to commitments, undertakings, and obligations, herein.

Don W. Gray
 Signed - Name Position - Date

Mr. Kathleen A. Wall
 20th September 1993

Barbara Fausett
 Notary Public

My Commission Expires: _____, 1997
 Attest: STATE OF _____
 COUNTY OF _____

Utah
Carbon

Received by Oil, Gas & Mining

