

0007

Document Information Form

Mine Number: C/007/022

File Name: Incoming

To: DOGM

From:

Person N/A

Company N/A

Date Sent: 08-28-91

Explanation:

CERTIFICATE OF INSURANCE

cc:

File in: C/007/022 1991 .coming

Refer to:

- Confidential
- Shelf
- Expandable

Date _____ For additional information

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



This is to Certify to
 State of Utah
 Dept. of Natural Resources
 Division of Oil, Gas and Mining
 355 West North Temple
 3 Triad Center, Suite 350
 Salt Lake City, Utah 84180-1203

- COMPANY CODES
- CIGNA INSURANCE COMPANY
 - CIGNA INS. CO. OF TEXAS
 - PACIFIC EMPLOYERS INS. CO.
 - INSURANCE COMPANY OF NORTH AMERICA
 - CIGNA INS. CO. OF ILLINOIS
 - CIGNA INS. CO. OF OHIO
 - (OTHER; — SPECIFY) FOLD

that the following described policy or policies, issued by The Company as coded below, providing insurance only for hazards checked by "X" below, have been issued to:
Atlantic Richfield Company, its Subsidiaries and subsidiaries thereof as now or hereinafter constituted, Atlantic Richfield Plaza, 515 South Flower Street, Los Angeles, California 90071
 covering in accordance with the terms thereof, at the following location(s):
Including Mountain Coal Company and ARCO Coal Company

TYPE OF POLICY	HAZARDS	CO. CODE	POLICY NUMBER	POLICY PERIOD	LIMITS OF LIABILITY	
(a) Standard Workmen's Compensation & Employers' Liability	<input type="checkbox"/>	<input type="checkbox"/>			Statutory W. C. \$ One Accident and Aggregate Disease	
(b) General Liability Bodily Injury	Premises—Operations (including "Incidental Contracts" as defined below)	<input checked="" type="checkbox"/>	<input type="checkbox"/> 9	ISL G1 077856-6	01-01-90 to 01-01-93	\$ *See Below Each Person Each { <input type="checkbox"/> Accident <input type="checkbox"/> Occurrence
	Independent Contractors	<input checked="" type="checkbox"/>	<input type="checkbox"/> 9			
	Completed Operations/Products	<input checked="" type="checkbox"/>	<input type="checkbox"/> 9			
	Contractual, (Specific type as described in footnote below)	<input checked="" type="checkbox"/>	<input type="checkbox"/> 9			
Property Damage	Premises—Operations (Including "Incidental Contracts" as defined below)	<input checked="" type="checkbox"/>	<input type="checkbox"/> 9	ISL G1 077856-6	01-01-90 to 01-01-93	\$ *See Below Each { <input type="checkbox"/> Accident <input type="checkbox"/> Occurrence
	Independent Contractors	<input checked="" type="checkbox"/>	<input type="checkbox"/> 9			
	Completed Operations/Products	<input checked="" type="checkbox"/>	<input type="checkbox"/> 9			
	Contractual, (Specific type as described in footnote below)	<input checked="" type="checkbox"/>	<input type="checkbox"/> 9			
(c) Automobile Liability Bodily Injury	Owned Automobiles	<input type="checkbox"/>	<input type="checkbox"/>			\$ Each Person Each { <input type="checkbox"/> Accident <input type="checkbox"/> Occurrence
	Hired Automobiles	<input type="checkbox"/>	<input type="checkbox"/>			
	Non-owned Automobiles	<input type="checkbox"/>	<input type="checkbox"/>			
Property Damage	Owned Automobiles	<input type="checkbox"/>	<input type="checkbox"/>			\$ Each { <input type="checkbox"/> Accident <input type="checkbox"/> Occurrence
	Hired Automobiles	<input type="checkbox"/>	<input type="checkbox"/>			
	Non-owned Automobiles	<input type="checkbox"/>	<input type="checkbox"/>			
(d) **INCLUDES "XCU" COVERAGE					\$*500,000 Combined Single Limit Each Occurrence Aggregate Where Applicable	

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

(Check) a contract
 (Applicable) purchase order agreements
 (Block) all contracts } between the Insured and:

NAME OF OTHER PARTY
 DESCRIPTION (OR JOB) **C.V. Spur Mine**
ACT/007/022 #2

File in:
 Confidential
 Shelf
 Expandable
 Refer to Record No 0007 Date 8-28-91
 In C/ 007/022, 1991, Incoming
 For additional information

 Authorized Representative

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

CERTIFICATE OF INSURANCE

(This Certificate of Insurance neither affirmatively amends, extends or alters the coverage, limits, terms or conditions of the policies it certifies.)



This is to Certify to

State of Utah
Dept. of Natural Resources
Division of Oil, Gas and Mining
355 West North Temple
3 Triad Center, Suite 350
Salt Lake City, Utah 84180-1203

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

that the following described policy or policies, issued by The Company as coded below, providing insurance only for hazards checked by "X" below, have been issued to:
Atlantic Richfield Company, its Subsidiaries and subsidiaries thereof as now or hereinafter constituted, Atlantic Richfield Plaza, 515 South Flower Street, Los Angeles, California 90071
covering in accordance with the terms thereof, at the following location(s):
Including Mountain Coal Company and ARCO Coal Company

Table with columns: TYPE OF POLICY, HAZARDS, CO. CODE, POLICY NUMBER, POLICY PERIOD, LIMITS OF LIABILITY. Rows include Standard Workmen's Compensation & Employers' Liability, General Liability (Bodily Injury, Property Damage), and Automobile Liability.

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

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

between the Insured and:

It is the intention of the company that in the event of cancellation of the policy or policies by the company, XXXXX (45) Forty Five days' written notice of such cancellation will be given to you at the address stated above.

NAME OF OTHER PARTY: C.V. Spur Mine ACT/007/022 #4
DATE (if applicable)
CONTRACT NO. (if any)

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

Handwritten signature: J. Brown, Jr. Authorized Representative

ORIGINAL

R I D E R

RIDER to be attached to and form a part of Bond Number U-629894

on behalf of BEAVER CREEK COAL COMPANY
(Name)

P.O. BOX AU, PRICE, UTAH 84501
(Address)

as Principal, and in favor of STATE OF UTAH, DIVISION OF OIL, GAS AND MINING

as Obligee, executed by UNITED PACIFIC INSURANCE COMPANY as Surety,
in the amount of TWO MILLION FOUR HUNDRED FORTY-ONE THOUSAND SEVEN HUNDRED FORTY-FIVE AND NO/100

Dollars (\$ 2,441,745.00) effective AUGUST 6, 19 89.

It is hereby understood and agreed that effective as of SEPTEMBER 5, 1991, the said bond has been amended as follows:

1) The Principal's Name has been changed from: BEAVER CREEK COAL COMPANY
to: MOUNTAIN COAL COMPANY

2) Specific Language has been added:
"In the event the Cooperative Agreement between the DIVISION and OSM is terminated, then the portion of the bond covering the Federal Lands will be payable only to the United States, Department of Interior, Office of Surface Mining."

Nothing herein contained shall vary, alter or extend any provisions or conditions of the bond other than as above stated.

SIGNED, SEALED AND DATED this 5TH day of SEPTEMBER, 19 91.



MOUNTAIN COAL COMPANY
Principal

UNITED PACIFIC INSURANCE COMPANY
Surety

BY: Thomas H. Parker
Vice President

BY: Dorothy M. Iwanoff
DOROTHY M. IWANOFF
ATTORNEY-IN-FACT

CALIFORNIA
ACKNOWLEDGEMENT BY SURETY

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES } ss.

On this 5TH day of SEPTEMBER in the year 19 91, before me CORA V. RODRIGUEZ personally
appeared DOROTHY M. IWANOFF,
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within
instrument as attorney-in-fact of UNITED PACIFIC INSURANCE COMPANY
and acknowledged to me that the corporation executed it.



Cora V. Rodriguez
Notary Public

UNITED PACIFIC INSURANCE COMPANY

HEAD OFFICE, FEDERAL WAY, WASHINGTON

POWER OF ATTORNEY

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

DOROTHY M. IWANOFF OF LOS ANGELES, CALIFORNIA -----

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

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

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

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

ARTICLE VII — EXECUTION OF BONDS AND UNDERTAKINGS

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

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

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

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

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

IN WITNESS WHEREOF, the UNITED PACIFIC INSURANCE COMPANY has caused these presents to be signed by its Vice President, and its corporate seal to be hereto affixed, this 7th day of May 19 90

UNITED PACIFIC INSURANCE COMPANY



Lawrence W. Carlstrom
Vice President

STATE OF Washington }
COUNTY OF King } ss.

On this 7th day of May, 1990, personally appeared Lawrence W. Carlstrom

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

My Commission Expires:

May 15, 19 90



Pamela Young
Notary Public in and for State of Washington
Residing at Tacoma

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company this 5TH day of SEPTEMBER 19 91



Assistant Secretary *Robert D. Ritzhaupt*
Robert D. Ritzhaupt