

APPENDIX B

- Permits and Agreements
 1. DOGM Permit
 2. Utah Railway, Lease Agreement
 3. Utah Railway, Amendment to Lease
 4. Utah Railway, Amended Trackage Agreement
 5. Agreement with Beaver Creek Coal Company
 6. B.L.M. Right-of-Way Grant
 7. B.L.M. Notice to Proceed with Construction
 8. B.L.M. Access Road Right-of-Way
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 10. B.L.M. Right-of-Way, Amendment No. 2
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 12. B.L.M. Right-of-Way, Amendment No. 4
 13. Utah Air Conservation Committee, Air Quality Controls Approval
 14. State Division of Health, Initial Compliance Inspection
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 17. Southeastern Utah District Health Department, Wastewater Disposal System Approval
 18. State Division of History, Archaeological Clearance
 19. State Division of History, Archaeological Survey
 20. State Division of Water Rights, Approved Application
 21. State Division of Wildlife Resources, Electric Transmission Poles Acceptable
 22. U.S. Department of Interior, Powerline Approval
 23. State Division of Environmental Protection, Renewal of Permit Discharge
- History of Violations
- Insurance
- Bond Information

FEDERAL

PERMIT
Permit Number C/007/0033

May 5, 2004

STATE OF UTAH
DEPARTMENT OF NATURAL RESOURCES
DIVISION OF OIL, GAS AND MINING
1594 West North Temple, Suite 1210
P. O. Box 145801
Salt Lake City, Utah 84114-5801
(801) 538-5340

This permit, C/007/0033, is issued for the state of Utah by the Utah Division of Oil, Gas and Mining (Division) to:

Andalex Resources Incorporated
P.O. Box 902
Price, Utah 84501
(801) 637-5385

for the Wildcat Loadout Facility. Andalex Resources, Inc. is the leasee of Bureau of Land Management Rights of Way (ROW) No. U48027 and U52810. A surety bond is filed with the Division in the amount of \$651,000, payable to the State of Utah, Division of Oil, Gas and Mining and the Office of Surface Mining, Reclamation and Enforcement (OSMRE). The Division must receive a copy of this permit signed and dated by the permittee.

Sec. 1 **STATUTES AND REGULATIONS** - This permit is issued pursuant to the Utah Coal Mining and Reclamation Act of 1979, Utah Code Annotated (UCA) 40-10-1 et seq. hereafter referred to as the Act.

Sec. 2 **PERMIT AREA** - The permittee is authorized to conduct coal mining and reclamation operations on the following described lands within the permit area at the Wildcat Loadout Facility situated in the State of Utah, Carbon County, and located in:

Salt Lake Base and Meridian, Utah Township 13 South, Range 9 East, Section 33, NW1/4SE1/4, N1/2SW1/4SE1/4, E1/2E1/2NE1/4SW1/4, E1/2NE1/4SE1/4SW1/4, NE1/4SE1/4SE1/4SW1/4, NW1/4SW1/4SW1/4SE1/4, E1/2SE1/4SW1/4NE1/4 and portions of N1/2NW1/4NE1/4SE1/4, NE1/4SW1/4NE1/4, SW1/4SW1/4NE1/4, NW1/4SE1/4SW1/4NE1/4, W1/2NE1/4SW1/4, W1/2E1/2NE1/4SW1/4, W1/2E1/2SE1/4SW1/4.

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This legal description is for the permit area of the Wildcat Loadout Facility. The permittee is authorized to conduct coal mining and reclamation operations and related surface activities on the foregoing described property subject to the conditions of the Bureau of Land Management rights-of-way and all other applicable conditions, laws and regulations.

- Sec. 3 **COMPLIANCE** - The permittee will comply with the terms and conditions of the permit, all applicable performance standards and requirements of the State Program.
- Sec. 4 **PERMIT TERM** - This permit expires on May 5, 2009.
- Sec. 5 **ASSIGNMENT OF PERMIT RIGHTS** - The permit rights may not be transferred, assigned or sold without the approval of the Division Director. Transfer, assignment or sale of permit rights must be done in accordance with applicable regulations, including but not limited to 30 CFR 740.13 {e} and R645-303-300.
- Sec. 6 **RIGHT OF ENTRY** - The permittee shall allow the authorized representative of the Division, including but not limited to inspectors, and representatives of the Office of Surface Mining Reclamation and Enforcement (OSM), without advance notice or a search warrant, upon presentation of appropriate credentials, and without delay to:
- (a) have the rights of entry provided for in 30 CFR 840.12, R645-400-220, 30 CFR 842.13 and R645-400-110;
 - (b) be accompanied by private persons for the purpose of conducting an inspection in accordance with R645-400-100 and R645-400-200 when the inspection is in response to an alleged violation reported to the Division by the private person.
- Sec. 7 **SCOPE OF OPERATIONS** - The permittee shall conduct coal mining and reclamation operations only on those lands specifically designated as within the permit area on the maps submitted in the approved plan and approved for the term of the permit and which are subject to the performance bond.
- Sec. 8 **ENVIRONMENTAL IMPACTS** - The permittee shall take all possible steps to minimize any adverse impact to the environment or public health and safety resulting from noncompliance with any term or condition of the permit, including, but not limited to:

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- (a) any accelerated or additional monitoring necessary to determine the nature of noncompliance and the results of the noncompliance;
- (b) immediate implementation of measures necessary to comply; and
- (c) warning, as soon as possible after learning of such noncompliance, any person whose health and safety is in imminent danger due to the noncompliance.

Sec. 9 CONDUCT OF OPERATIONS – The permittee shall conduct its operations:

- (a) in accordance with the terms of the permit to prevent significant, imminent environmental harm to the health and safety of the public; and
- (b) utilizing methods specified as conditions of the permit by the Division in approving alternative methods of compliance with the performance standards of the Act, the approved Utah State Program and the Federal Lands Program.

Sec. 10 DISPOSAL OF POLLUTANTS – The permittee shall dispose of solids, sludge, filter backwash or pollutants in the course of treatment or control of waters or emissions to the air in the manner required by the approved Utah State Program and the Federal Lands Program which prevents violation of any applicable state or federal law.

Sec. 11 EXISTING STRUCTURES - As applicable, the permittee will comply with R645-301 and R645-302 for compliance, modification, or abandonment of existing structures.

Sec. 12 RECLAMATION FEE PAYMENTS - The operator shall pay all reclamation fees required by 30 CFR Part 870 for coal produced under the permit, for sale, transfer or use.

Sec. 13 AUTHORIZED AGENT - The permittee shall provide the names, addresses and telephone numbers of persons responsible for operations under the permit to whom notices and orders are to be delivered.

Sec. 14 COMPLIANCE WITH OTHER LAWS - The permittee shall comply with the provisions of the Water Pollution Control Act (33 USC 1151 et seq.) and the Clean Air Act (42 USC 7401 et seq), UCA 26-11-1 et seq, and UCA 26-13-1 et seq.

Sec. 15 PERMIT RENEWAL - Upon expiration, this permit may be renewed for areas

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within the boundaries of the existing permit in accordance with the Act, the approved Utah State Program and the Federal Lands Program.

- Sec. 16 CULTURAL RESOURCES** - If, during the course of coal mining and reclamation operations, previously unidentified cultural resources are discovered, the permittee shall ensure that the site(s) is not disturbed and shall notify the Division. The Division, after coordination with OSM, shall inform the permittee of necessary actions required. The permittee shall implement the mitigation measures required by the Division within the time frame specified by the Division.
- Sec. 17 APPEALS** - The permittee shall have the right to appeal as provided for under R645-300-200.
- Sec. 18 SPECIAL CONDITIONS** - There is a special condition associated with this permitting actions as described in Attachment A.

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The above conditions (Secs. 1-18) are also imposed upon the permittee's agents and employees. The failure or refusal of any of these persons to comply with these conditions shall be deemed a failure of the permittee to comply with the terms of this permit and the lease. The permittee shall require his agents, contractors and subcontractors involved in activities concerning this permit to include these conditions in the contracts between and among them. These conditions may be revised or amended, in writing, by the mutual consent of the Division and the permittee at any time to adjust to changed conditions or to correct an oversight. The Division may amend these conditions at any time without the consent of the permittee in order to make them consistent with any federal or state statutes and any regulations.

THE STATE OF UTAH

By: James P. Bray

Date: 5/6/04

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

Michael H. Lane

Authorized Representative of
the Permittee

Date: 05/10/04

Attachment A

SPECIAL CONDITION

1. Andalex Resources, Inc. must submit water quality data for the Wildcat Loadout Facility in an electronic format through the Electronic Data Input web site, <http://hlunix.hl.state.ut.us/cgi-bin/appx-ogm.cgi>.

AFFIDAVIT OF PUBLICATION

STATE OF UTAH)

ss.

County of Carbon,)

I, Ken Larson, on oath, say that I am the Publisher of the Sun Advocate, a twice-weekly newspaper of general circulation, published at Price, State a true copy of which is hereto attached, was published in the full issue of such newspaper for 4 (Four) consecutive issues, and that the first publication was on the 5th day of February, 2004, and that the last publication of such notice was in the issue of such newspaper dated the 24th day of February, 2004.

Ken G. Larson
Ken G Larson - Publisher

Subscribed and sworn to before me this 24th day of February, 2004.

Linda Thayne
Notary Public My commission expires January 10, 2007 Residing at Price, Utah

Publication fee, \$299.52



NOTICE

ANALEX Resources, Inc., P.O. Box 802, Price, Utah 84501, has had application for a three-year permit renewed (16017207/033) for its Wildcat Coalbed with the Utah Division of Oil, Gas and Mining. The permit area is located within B.L.M. Right-of-Way U-48027 on the "Standardville" U.S. Geological Survey 7.5 minute quadrangle map, and is further described as follows:

San Lake Base and Meridian, Utah Township 13 South, Range 9 East, Section 33. NW1/4SE1/4, N1/2 SW1/4 SE1/4, E1/2E1/2NE 1/4SW1/4, E1/2NE1/4SE1/4SW1/4, NE1/4SE1/4SE1/4SE1/4SW 1/4, NW1/4SW1/4SW1/4SE1/4, E1/2SE1/4SW1/4NE1/4 and portions of N1/2NW1/4NE1/4SE1/4, NE1/4SW1/4NE1/4, SW1/4SW 1/4NE1/4, NW1/4SE1/4SW1/4NE1/4, W1/2NE1/4SW1/4, W1/2E 1/2NE1/4SW1/4, W1/2E1/2SE1/4SW1/4.

In addition, there is a parcel of land 500 feet by 500 feet square whose southeast corner is located 990 feet east of the center of section 33.

Copies of this application and the permit are available for inspection at the Utah Division of Oil, Gas and Mining office, 1594 West North Temple, Suite 1210, Salt Lake City, Utah and at the Carbon County Courthouse, Main Street, Price, Utah.

Written comments, objections or requests for informal conferences on the application should be addressed to: Utah Coal Program, Department of Natural Resources, Division of Oil, Gas and Mining, 1594 West North Temple, Suite 1210, P.O. Box 145601, Salt Lake City, Utah 84114-5601.

Published in the Sun Advocate February 5, 10, 17 and 24, 2004.

RECEIVED

MAY 05 2004

DIV. OF OIL, GAS & MINING



State of Utah

Department of
Natural Resources

ROBERT L. MORGAN
Executive Director

Division of
Oil, Gas & Mining

LOWELL P. BRAXTON
Division Director

OLENE S. WALKER
Governor

GAYLE F. McKEACHNIE
Lieutenant Governor

May 4, 2004

TO: Compliance File
FROM: Pamela Grubaugh-Littig, Permit Supervisor *pgl*
RE: Compliance Review for Section 510c Findings, Andalex Resources, Inc., Wildcat Loadout Facility, C/007/0033

As of the writing of this memo, there are no NOV's or CO's which are not corrected or in the process of being corrected. There are no finalized Civil Penalties which are outstanding and overdue in the name of Andalex Resources, Inc. Andalex Resources, Inc. does not have a demonstrated pattern of willful violations, nor have they been subject to any bond forfeitures for any operation in the state of Utah.

Attached is the findings evaluation from the Applicant Violator System (AVS), dated May 4, 2004. No violations were retrieved from AVS.

Attachment: (OSM-AVS Recommendation)
O:\007033.WCL\Compliance\2004\RENEWAVS050404.DOC

JOB 5/6/04

RECLAMATION AGREEMENT

- 12. In the event of forfeiture, the Operator shall be liable for additional costs in excess of the bond amount which are required to comply with this Agreement. Any excess monies resulting from the forfeiture of the bond amount upon compliance with this contract shall be refunded to the appropriate party.
- 13. Each signatory below represents that he/she is authorized to execute this Agreement on behalf of the named party. Proof of such authorization is provided on a form acceptable to the Division and is attached hereto.

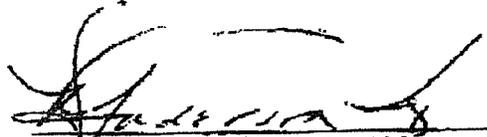
SO AGREED this 5 day of MAY, 19 89

STATE OF UTAH:

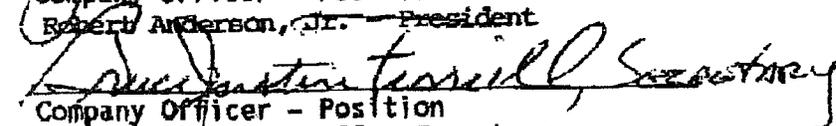


 Dianne R. Nielson, Director
 Division of Oil, Gas and Mining

OPERATOR:



 Company Officer - Position
 Robert Anderson, Jr. - President



 Company Officer - Position
 Bruce Justin Ferriell - Secretary

NOTE: An Affidavit of Qualification must be completed and attached to this form for each authorized agent or officer. Where one signs by virtue of Power of Attorney for a company, such Power of Attorney must be filed with this Agreement. If the principal is a corporation, the Agreement shall be executed by its duly authorized officer.

August 1988
Exhibit "B" - BONDING AGREEMENT
COLLATERAL BOND

Permit Number PRO 007/033
Expiration Date _____

(FEDERAL COAL)
COLLATERAL BOND
--000000--

The OPERATOR has provided a(n) Letter of Credit
(FORM OF COLLATERAL) issued by Pittsburgh National Bank (INSTITUTION)
which names the DIVISION as Beneficiary. This collateral, attached as Exhibit
"B-1", is by this reference incorporated herein, and shall secure the
RECLAMATION AGREEMENT. This undersigned OPERATOR and INSTITUTION hereby
jointly and severally bind ourselves, our heirs, administrators, executors,
successors and assigns unto the State of Utah, Division of Oil, Gas and
Mining, and, the U.S. Department of Interior, Office of Surface Mining
Reclamation and Enforcement (OSMRE) in the penal sum of
(\$ 813,795.00) (COLLATERAL BOND AMOUNT) for the timely performance
of reclamation responsibilities of the SURFACE DISTURBANCE described in
Exhibit "A" of this RECLAMATION AGREEMENT.

Terms for release or adjustment of this COLLATERAL BOND are as written and
agreed to by the DIVISION and the OPERATOR in the RECLAMATION AGREEMENT to
which this COLLATERAL BOND has been attached as Exhibit "B".

If the COLLATERAL hereinabove describes real property, then this bond
shall be filed as a restrictive covenant, upon said property and shall run
with the land.

August 1988
Exhibit "B" - BONDING AGREEMENT
COLLATERAL BOND

So agreed this 5th day of May, 19 89.

FOR THE OPERATOR:

Andalex Resources, Inc.
Operator - (Company)
[Signature]
Company Officer - Position
Robert Anderson, Jr. - President
[Signature] Secretary
Company Officer - Position
Bruce Justin Ferriell - Secretary

FOR THE INSTITUTION:

[Signature]
(Bank or Agency)
[Signature]
Officer - Position

ACCEPTED BY THE STATE OF UTAH:

[Signature]
Director, Division of Oil, Gas and Mining

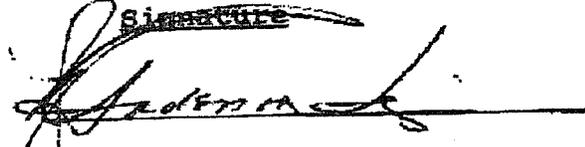
NOTE: An Affidavit of Qualification must be completed and attached to this form for each authorized agent or officer. Where one signs by virtue of Power of Attorney for a company, such Power of Attorney must be filed with this Agreement. If the principal is a corporation, the Agreement shall be executed by its duly authorized officer.

The sole obligation of Institution will be to honor its commitment to the Division under the Institution's Letter of Credit No. 55412-IC dated 3-1-89.

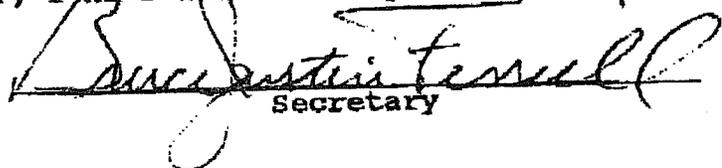
AFFIDAVITS OF QUALIFICATION

INCUMBENCY AND SIGNATURE CERTIFICATE

I, Bruce Justin Ferriell, Secretary of **ANDALEX RESOURCES, INC.**, a Delaware corporation, hereby certify that Robert Anderson, Jr. is the duly elected, qualified, and acting President of the Corporation, and that the signature set forth opposite his name is his signature:

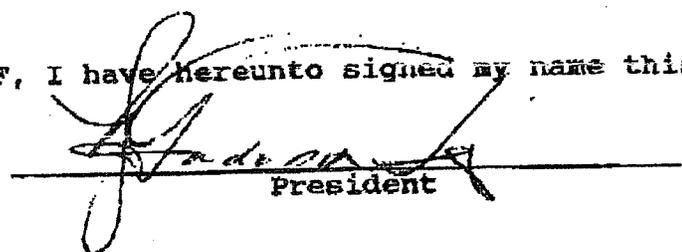
<u>Name</u>	<u>Office</u>	<u>Signature</u>
<u>Robert Anderson, Jr.</u>	President	

IN WITNESS WHEREOF, I have hereunto signed my name this 22nd day of February, 1989.


Secretary

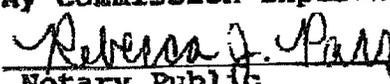
I, Robert Anderson, Jr., President of **ANDALEX RESOURCES, INC.**, a Delaware corporation, hereby certify that Bruce Justin Ferriell is the duly elected, qualified, and acting Secretary of the Corporation and that the signature set forth above is his signature.

IN WITNESS WHEREOF, I have hereunto signed my name this 22nd day of February, 1989.


President

STATE OF KENTUCKY
COUNTY OF JEFFERSON

The foregoing **INCUMBENCY AND SIGNATURE CERTIFICATE** was acknowledged before me by Robert Anderson, Jr. and Bruce Justin Ferriell, respectively the President and Secretary of **ANDALEX RESOURCES, INC.**, by and on behalf of the Corporation this 22nd day of February, 1989.

My commission expires: June 17, 1991

Notary Public

LEASE

THIS LEASE, made and entered into as of the 1st day of December, 1981 between UTAH RAILWAY COMPANY, a Utah corporation, mailing address: 1770 University Club Building, 136 East South Temple, Salt Lake City, Utah 84111 hereinafter called "Lessor," and TOWER RESOURCES, INC., a Delaware corporation, mailing address: P.O. Box 1027, Price, Utah 84501, hereinafter called "Lessee," WITNESSETH, that:

Section 1. Grant and Description. Lessor, in consideration of the rents to be paid and the agreements to be performed by Lessee, hereby leases to Lessee premises situate in the County of Carbon, State of Utah (hereinafter "leased premises,") to-wit:

Two strips of land of the Lessor in the vicinity of Section 33, Township 13 South, Range 9 East, SLB&M in Carbon County, Utah, being 92.5 feet on each side of a strip of land which is 15 feet wide being 7-1/2 feet on either side of the centerline of Lessor's mainline track extending from a point opposite Mile Post 776 plus 47 feet to a point opposite Mile Post 829 plus 99 feet as shown on the map attached hereto as Exhibit "A" and containing approximately 22.73 acres, more or less. The leased premises does not include a strip of land 15 feet wide down the centerline of Lessor's mainline track.

Section 2. Term. To have and to hold the leased premises from December 1, 1981 to November 30, 1982, and so long thereafter as Lessee shall use the leased premises for the purposes hereinafter specified or until such time as this agreement shall be terminated as hereinafter provided; provided, however, that Lessee shall ship no less than 100,000 tons of coal per annum originating at Wildcat, Utah, over the Utah Railway.

Section 3. Rental. Lessee agrees to pay to Lessor a rental of Four Thousand and no/100 Dollars (\$4,000.00) per annum, payable annually in advance.

Section 4. Purposes. Lessee's use of the leased premises shall be for the construction and maintenance of private trackage and coal loading facilities in order to ship coal over the Utah Railway, together with any and all other purposes related thereto. It is understood that Railroad may use the Leased Premises for any and all purposes when the Leased Premises is not required for use by Tower, provided that such use by Railroad will not interfere with or cause delay in the loading of coal by Tower at any time or in any manner.

Section 5. Improvements. Lessee may construct improvements upon the leased premises consistent with the purposes of this lease, provided, however, that prior to the construction of such improvements Lessee shall provide to Lessor a site plat depicting the nature of such improvements together with notice of the anticipated date of commencement of such construction, and provided further that Lessee shall not proceed with construction of such improvements until the site plan has been approved in writing by Lessor. All improvements constructed by Lessee on the leased premises shall, during the continuance of this lease, be maintained by the Lessee in a state of good repair and shall be deemed to be attached to the land. All improvements other than trackage hereafter constructed by Lessee upon the leased premises shall be deemed to be the property of the Lessor, subject to the condition hereinafter stated; provided, however, that if at the termination hereof Lessee shall have fully paid the rent herein reserved and shall in all other respects have faithfully kept, observed and performed the agreements hereof, then such improvements on said leased premises as may have been purchased by Lessee or erected or placed upon the leased premises by the Lessee, other than trackage hereafter constructed by Lessee, shall upon such termination become the property of the Lessee and said Lessee may, within sixty (60) days after termination of this lease, remove at Lessee's sole expense such improvements other than trackage on said leased premises as may have been purchased by Lessee or erected or placed upon said premises by said Lessee and restore said premises to substantially their former state in accordance with the provisions of Section 21 hereof, but if Lessee shall be in default upon the termination of this lease, then such improvements on said leased premises as may have been purchased by Lessee or erected or placed upon the leased premises by Lessee, shall remain the exclusive property of the Lessor.

Section 6. Charges and Taxes. Lessee shall pay all charges for electricity, gas and water used by Lessee on the leased premises. Lessee also agrees to pay, or cause to be paid, before the same shall become delinquent, all taxes and assessments of every nature that may be levied or assessed upon any buildings or improvements erected or placed on the leased premises by the Lessee. In the event the taxing authorities shall fail or refuse to assess such buildings or improvements in the name of the Lessee, or shall render tax statements for the land and the buildings and improvements in the name of the Lessor, then the Lessor may pay the said taxes and assessments before the same become delinquent, in which event the Lessee agrees to reimburse the Lessor for the full amount of such taxes and assessments levied and paid with respect to such buildings and improvements within thirty days after receipt of a bill therefor.

Section 7. Fire Insurance. During the continuance of this lease Lessee will cause any policies of fire insurance on the fixtures, structures and improvements upon the leased premises and the contents thereof to be so written that in the event of the loss thereof or damage thereto by fire, no insurance company shall be subrogated to the right of the Lessee or shall have recourse against Lessor for such loss or damage.

Section 8. Care of Premises. Lessee agrees at all times to keep the leased premises in a safe, clean and sanitary condition and free and clear of all debris and inflammable material which might tend to increase the risk of fire or give the premises an untidy appearance.

Section 9. Damage to Improvements. In the event any building or other improvements upon the leased premises purchased by the Lessee or constructed or erected by the Lessee on the leased premises is damaged or destroyed by fire, storm or other casualty the Lessee shall within thirty (30) days after such happening remove all debris and rubbish therefrom and if Lessee fails so to do, Lessor may enter the leased premises and remove such debris and rubbish and the Lessee agrees to reimburse the Lessor within thirty (30) days after bill rendered for the expense so incurred.

Section 10. Liens. The Lessee shall pay for all materials joined or affixed to the leased premises and shall pay in full all persons who perform labor upon said leased premises and shall not permit or suffer any mechanic's or materialman's lien of any kind or nature to be enforced against the leased premises for any work done or materials furnished thereon at the instance or request or on behalf of the Lessee, and the Lessee agrees to indemnify and hold harmless the Lessor from and against any and all liens, claims, demands, costs, court costs, attorney fees and expenses of whatsoever nature, in any way connected with or growing out of such work done, labor performed, or materials furnished.

Section 11. Laws and Regulations. Lessee agrees, without cost to Lessor, to comply with all laws, rules, regulations and ordinances affecting said premises.

Section 12. Clearances. Lessee covenants and agrees not to pile or permit any material whatsoever, or erect, or permit to be erected, any structure, appliance or obstacle nearer than six (6) feet to the nearest rail in any track, except by and with the written consent of the Lessor, except that Lessee may operate, at Lessee's sole risk, loading and unloading devices

extending into cars adjacent to said premises, provided that said devices, when not in use, shall be removed from the cars to a location not nearer than six (6) feet to the nearest rail in any track. Notwithstanding the provisions of Section 17 hereof, Lessee shall and will at all times indemnify and save harmless the Lessor, of, from and against any and all damages, remote as well as proximate, in anywise resulting from any non-performance and non-observance of the covenant and agreement herein contained, for which the Lessor shall become, in whole or in part, liable to be charged, and neither the Lessor's knowledge or notice of any such non-performance and non-observance, nor its failure to notify its own employees thereof, nor its continued operation of any said track, shall be in anywise deemed a waiver of the foregoing covenant of indemnity or to relieve the Lessee therefrom.

Section 13. Inflammables. Except by and with the written consent of the Lessor, the premises shall not be used for loading, unloading or storage of explosive, dangerous or inflammable substances, oil, gasoline, volatile liquids, chlorine, or liquified petroleum gas, and, when with the written consent of the Lessor, either under Section 4 hereof or otherwise the premises are so used, Lessee agrees to comply with all regulations and specifications prescribed in Association of American Railroad circulars respecting same.

Section 14. Artificial Lighting. Artificial lighting in pump houses, warehouses, or other enclosures where oil or other inflammable fluid supplies are handled or stored, except when in unbroken original containers, shall be by electricity, and all electrical installations on such premises shall conform to and be maintained in accordance with the "National Electrical Code," and in accordance with the recommendations for such locations as are embodied in the National Electrical Safety Code, and also in accordance with requirements of any local ordinance or state or federal laws which may be in effect during the term of this lease.

Section 15. Right of Inspection. The leased premises shall be open at all reasonable times for inspection by the Lessor's authorized representatives.

Section 16. Liability for Breach. The Lessee shall be liable for any and all injury or damage to persons or property of whatsoever nature or kind arising out of or contributed to by any breach, in whole or in part, of any covenant of this agreement by the Lessee.

Section 17. Indemnity. This Lessee shall indemnify and hold harmless the Lessor from and against any and all liability, loss, damage, claims, demands, actions, causes of action, costs and expense of whatsoever nature growing out of injury to or death of persons whomsoever including without limiting the generality of the foregoing, the officers, agents, servants and employees of the parties hereto, or the loss or destruction of or damage to property whatsoever of persons whomsoever, including the parties hereto, and their employees, when such injury, death, loss, destruction or damage occurs on the leased premises or results from or arises in any way in connection with, or incident to the occupation or use, including ingress and egress of the leased premises by, or the presence thereon of, the Lessee, the Lessee's officers, agents, servants, employees, patrons, licensees, or invitees, except when caused solely by the negligence of the Lessor.

Section 18. Termination. Notwithstanding anything to the contrary herein contained, it is further agreed that if Lessee shall no longer have need of the leased premises for the purposes herein provided, then, Lessee may terminate this lease at any time upon giving Lessor (30) days written notice of such termination. Notice of termination may be served in accordance with provisions of Section 20 hereof. Rent shall be paid by Lessee to date of termination fixed by said notice; and if rent has been paid in advance the proportionate amount for the unexpired term shall be returned to the Lessee. Lessor may terminate the lease upon giving Lessee (60) days written notice that breach and/or forfeiture has occurred as provided in Section 19 hereof.

Section 19. Default. It is further agreed that the breach of any covenants, stipulations or conditions herein contained to be kept and performed by the Lessee shall, at the option of the Lessor, upon sixty (60) days written notice to Lessee, forthwith cause a termination of this lease and all rights of the Lessee, hereunder unless prior to the end of such sixty (60) day period Lessee has corrected such breach to the satisfaction of Lessor, or if such breach cannot be cured within such time period Lessee has commenced diligent efforts to cure such breach and continues such efforts until the breach is cured, all to the satisfaction of Lessor. After lapse of the period following notification of termination, or declaration of forfeiture, the Lessor may at once re-enter upon the leased premises and repossess itself thereof and remove all persons therefrom or may pursue an action of forcible entry and detainer, or to pursue any and all other rights and remedies available at law to recover the premises. A waiver by the Lessor of the breach by the Lessee of any covenant or condition of this Lease shall not impair the

right of the Lessor to avail itself of any subsequent breach thereof.

Should default by either party in any of the conditions or covenants contained herein require legal action by the other party, the party ultimately found to be in default agrees to pay all cost and expense of said action including but not limited to court costs and attorneys fees.

Section 20. Notice. Any notice given hereunder shall be deemed to be properly served if the same shall be hand delivered, or if mailed postpaid, addressed to the party at the address specified herein or to such other address as may be established by written notice.

Section 21. Vacation of Premises. The Lessee covenants and agrees to vacate and surrender the quiet and peaceable possession of the leased premises upon the termination of this lease. Within sixty (60) days after such termination the Lessee, subject to the provisions of Section 5 hereof, shall (a) remove from the leased premises at the expense of the Lessee all improvements, structures and other property, not belonging to the Lessor, and (b) restore the surface of the ground to as good condition as the same was in before such structures were erected, including among other things the removal of foundations of such structures, the filling in of all excavations and pits, and the removal of all debris and rubbish, all at the Lessee's expense; failing in which the Lessor may perform the work and the Lessee shall reimburse the Lessor for the cost thereof within thirty (30) days after bill rendered.

In case of Lessee's failure to remove said improvements, structures and other property as provided for in this Section 21, the same shall upon the expiration of said sixty (60) days after the termination of this lease become and thereafter remain the property of the Lessor, and if after the expiration of such sixty-day period the Lessor elects to and does remove or cause to be removed said improvements, structures and other property from the leased premises and the market value thereof on removal or of the material therefrom does not equal the cost of such removal, plus the cost of restoring the surface of the ground as aforesaid, then the Lessee shall reimburse the Lessor for the deficit within thirty (30) days after bill rendered.

Whenever for any reason this lease shall be terminated, the Lessee shall have thirty (30) days after such termination to vacate the leased premises and to remove all property owned or in the possession or custody of the Lessee as provided in Section 5

hereof. Provided, however, that the Lessee shall continue to pay the rental heretofore specified, and all liability provisions shall remain in effect until such time as the Lessee actually vacates the leased premises and removes therefrom all of the Lessee's property including all property belonging to third persons within the custody or possession of the Lessee.

Section 22. Assignment and Subletting. The Lessee agrees not to sublet said premises or any part thereof, or assign this lease or any interest therein, except by and with the written consent of the Lessor which shall not be unreasonably withheld.

Section 23. Successors. Subject to the provisions of Section 22 hereof, this lease shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

Section 24. Eminent Domain. If the premises hereby leased, in whole or such part as is necessary for continuation of Lessee's operations is taken under the power of eminent domain, then this lease shall terminate automatically at the instant of such taking, and the Lessor shall receive all compensation for such condemnation except for the contributory value of the improvements owned by the Lessee. Lessee agrees to hold harmless the Lessor, from and against any and all liability, loss, damages, claims, demands, action, causes of action, and expenses of whatsoever nature growing out of or incident to the termination of this lease.

Section 25. Waiver. Acceptance of rental payment by the Lessor from the Lessee after any default by the Lessee or after termination or expiration of the lease, or after the serving of any notice, or after the commencement of any suit or after final judgment for possession of said property, shall not waive such default or reinstate, continue or extend the terms of the lease or affect any such notice or suit, as the case may be.

Section 26. Other Agreements. Lessor represents that its rights with respect to the leased premises are adequate to allow it to convey the interest granted herein to Lessee. Except as provided in Section 27, this lease represents the entire agreement between the parties hereto and there are no collateral oral agreements or understandings. Any executory agreement hereafter made shall be ineffective to change, modify, or discharge this lease in whole or in part unless such executing agreement is in writing and signed by the parties hereto.

Section 27. Main Line Rail. The parties acknowledge that the centerline of Lessor's main line rail track runs within 7-1/2 feet on each side of the leased premises. Concurrently with the execution of this lease the parties have executed an Agreement with respect to the crossing of such main line track by Lessee with a 60-inch overhead conveyor system and appurtenances. Except as provided in such Agreement, Lessee shall not have the right pursuant to this lease to cross said main line track. In no event shall Lessee interfere with Lessor's operations thereon. Lessor hereby reserves unto itself the right to operate and maintain said main line track during the term of this lease together with the right to construct, operate and maintain such additions to said main line as Lessor, in its sole discretion deems necessary and/or appropriate; provided, however, that Lessor shall make payment to Lessee of the actual cost of repair to Lessee's improvements which may be caused by Lessor's actions with respect to such main line track.

IN WITNESS WHEREOF, the parties have executed this lease in duplicate the day and year first above written.

ATTEST:

UTAH RAILWAY COMPANY

W. M. Larson
Secretary

By [Signature]
Its: President

ATTEST:

TOWER RESOURCES, INC.

[Signature]
NSD Secretary

By [Signature]
Its: President

STATE OF UTAH)
) ss.
COUNTY OF _____)

On the 16 day of November, 1981, personally appeared before me D.K. Curtis who, being by me duly sworn, did say that he is the President of UTAH RAILWAY COMPANY, a corporation, and that the foregoing instrument was signed on behalf of said corporation by authority of its

Bylaws or a resolution of its Board of Directors, and said O.K. Curtis and _____ acknowledged to me that said corporation executed the same.

H. L. Lettich
NOTARY PUBLIC
Residing at: Salt Lake

My Commission Expires:

Nov. 1, 1983

STATE OF Kentucky)
~~UTAH~~)
COUNTY OF Jackson) ss.
W

On the 9th day of December, 1981, personally appeared before me Robert Anderson Jr. who, being by me duly sworn, did say that he is the President of TOWER RESOURCES, INC., a corporation, and that the foregoing instrument was signed on behalf of said corporation by authority of its Bylaws or a resolution of its Board of Directors, and said Robert Anderson Jr. and Frank E. Rogers acknowledged to me that said corporation executed the same.

Richard J. Schindler
NOTARY PUBLIC
Residing at: Lawrence, Ky

My Commission Expires:

5-31-85

AMENDMENT TO LEASE

This Amendment to Lease, entered into and effective this 8th day of February, 1983, by and between UTAH RAILWAY COMPANY, a Utah corporation, mailing address: 1770 University Club Building, 136 East South Temple, Salt Lake City, Utah 84111, hereinafter called "Lessor", and TOWER RESOURCES, INC., a Delaware corporation, mailing address: P.O. Box 1027, Price, Utah 84501, hereinafter called "Lessee".

W I T N E S S E T H:

In consideration of the sum of Ten Dollars (\$10.00) and the mutual covenants and promises stated herein, the Railway and Tower agree as follows:

1. This Amendment to Lease hereby amends that certain lease dated December 1, 1981, between UTAH RAILWAY COMPANY, identified as "Lessor" and TOWER RESOURCES, INC., identified as "Lessee" covering certain premises in Carbon County, Utah.

The parties agree that Section 1 of said Lease shall be amended to read as follows:

Section 1: Grant and Description. Lessor, in consideration of the rents to be paid and the agreements to be performed by Lessee, hereby leases to Lessee premises situate in the County of Carbon, State of Utah (hereinafter "leased premises"), to wit:

Two strips of land of the Lessor in the vicinity of Sections 27, 28, and 33, Township 13 South, Range 9 East, SLB&M and Sections 4 and 5, Township 14 South, Range 9 East, SLB&M in Carbon County, Utah, being 92.5 feet on each side of a strip of land which is 15 feet wide being 7-1/2 feet on either side of the center line of Lessor's main line track extending from a point opposite Mile Post 7 plus 2444 feet (7.4629) to a point opposite Mile Post 5 plus 2114 feet (5.4004), but excluding a strip of land 50 feet wide on either side of

Mile Post 5 plus 4575 feet (5.8665), such exclusion to be reserved for a possible future road crossing of the tracks. The lands affected are shown on the map attached hereto as Exhibit A-2 and contains approximately 45.83 acres, more or less. The leased premises does not include a strip of land 15 feet wide down the centerline of Lessor's main line track.

2. The lessor hereby ratifies and confirms the above described Lease as being in full force and effect in accordance with its terms and conditions.

3. Except as hereinabove specifically modified and changed, all of the terms and conditions of the subject Lease Agreement shall continue in full force and effect.

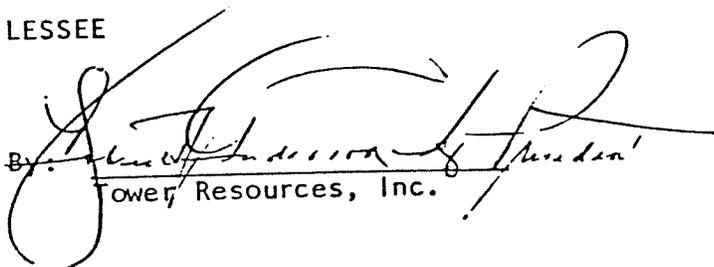
IN WITNESS WHEREOF, the parties have executed this Agreement to Lease the day and year first above written.

LESSOR

By: 
Utah Railway Company
Executive Vice President

ATTEST:

LESSEE

By: 
Power Resources, Inc.

ATTEST:

AMENDED TRACKAGE AGREEMENT

This Amended Trackage Agreement, made and entered into this 8th day of February, 1983 by and between UTAH RAILWAY COMPANY, a Utah corporation, mailing address: 1770 University Club Building, 136 East South Temple, Salt Lake City, Utah 84111, hereinafter called "Railroad", party of the first part, and TOWER RESOURCES, INC., a Delaware corporation, mailing address: P.O. Box 1027, Price, Utah 84501, hereinafter called "Tower".

W I T N E S S E T H:

In consideration of the sum of Ten Dollars (\$10.00) and the mutual covenants and promises stated herein, the "Railroad" and "Tower" agree as follows:

This Amended Trackage Agreement hereby amends that certain Trackage Agreement dated December 1, 1981, by and between UTAH RAILWAY COMPANY, herein identified as "Railroad" and TOWER RESOURCES, INC., herein identified as "Tower" covering certain proposed rehabilitation, refurbishing, and new construction of track at Wildcat Spur in Carbon County, Utah, State of Utah.

The parties agree that Trackage Agreement shall be amended to read as follows:

WHEREAS, Tower desires to rehabilitate and refurbish existing side trackage of Railroad, and to construct certain new trackage, hereinafter collectively called "Track" at Wildcat Spur in Carbon County, State of Utah, at the location shown on the map attached hereto as Exhibit A-2, and by this reference made a part hereof, and conduct operations thereupon, all in accordance with the terms and conditions hereinafter set forth;

NOW, THEREFORE, it is agreed by and between the parties hereto as follows:

1. Lands Affected. The lands on which the Track is to be constructed are situated in the County of Carbon, State of Utah and are more particularly described as follows:

(a) Two strips of land of the Lessor in the vicinity of Sections 27, 28, and 33, Township 13 South, Range 9 East, SLB&M and Sections 4 and 5, Township 14 South, Range 9 East, SLB&M in Carbon County, Utah, being 92.5 feet on each side of a strip of land which is 15 feet wide being 7-1/2 feet on either side of the center line of Lessor's main line track extending from a point opposite Mile Post 7 plus 2444 feet (7.4629) to a point opposite Mile Post 5 plus 2114 feet (5.4004), but excluding a strip of land 50 feet wide on either side of Mile Post 5 plus 4575 feet (5.8665), such exclusion to be reserved for a possible future road crossing of the tracks. The lands affected are shown on the map attached hereto as Exhibit A-2 and contains approximately 45.83 acres, more or less. The leased premises does not include a strip of land 15 feet wide down the centerline of Lessor's main line track.

Said lands (hereinafter "Leased Premises") are concurrently being leased to Tower pursuant to a Lease dated December 1, 1981, between the parties. This Trackage Agreement shall govern the ownership of a new side trackage constructed by Tower, and the Use of the Track on the Leased Premises other than Railroad Company's Main Line Track and the Lease shall govern the ownership and use of the Leased Premises.

2. Track. The Track to be rehabilitated, refurbished, constructed, operated and maintained pursuant to this Trackage Agreement is more particularly described as follows:

(a) All existing side trackage within the Leased Premises of Lessor including, but not limited to, the side track (approximately 3,000 feet long from point of switch to point of switch) and a secondary side track (approximately 1,190 feet long from point of switch to point of switch) both of which are located parallel to the main line track and are depicted on Exhibit A-2.

(b) Tower to furnish all materials and labor and construct an additional amount of new trackage consisting of approximately 10,890 feet of standard gauge railroad track including one turnout, to be constructed adjacent to, and compatible with the existing main line track.

3. Construction and Division of Cost. Tower shall rehabilitate and refurbish existing side trackage and furnish all materials and labor relating thereto. Tower shall construct, at the expense of Tower, subject to payment by Railroad as hereinafter provided, all of the additional 10,890 feet of new trackage to be located on the Leased Premises.

4. Payment. Upon completion of the rehabilitation, refurbishment and construction of the Track, Tower shall provide to Railroad a complete accounting of all costs incurred in connection with the rehabilitation, refurbishment and construction of the Track including but not limited to, all earth work, track rehabilitation, track con-

struction and switch construction. Upon receipt of such accounting, Railroad shall have a period of one hundred twenty (120) days to audit the records and accounts of Tower to verify the accuracy of the Tower accounting. Such audit shall be conducted upon reasonable notice to Tower during normal business hours.

Tower shall submit plans to Railroad for its approval as to proposed work to rehabilitate, refurbish and construct the Track. Upon written approval of such plans by Railroad, Tower shall commence construction. Upon completion of construction, Tower shall receive a payment of Twenty-Five Cents (\$0.25) per ton of coal shipped from the Leased Premises via Railroad Company's main line rail track, commencing as of the first of the month next after completion of the construction. The total amount of such payments shall not exceed the actual cost of the rehabilitation, refurbishment and construction of the Track as shown by Tower's accounting. Said payments shall be accomplished by Railroad making checks payable to Tower each month. Railroad shall provide a monthly accounting to Tower showing the beginning balance in the Tower cost account, the tonnage shipped for the month, the total payment for the month and the balance at the end of the period.

5. Ownership of Trackage. Tower shall not receive any ownership in existing trackage by reason of rehabilitation or refurbishing each trackage. Tower will, however, be entitled to payment for cost of materials and labor expended in rehabilitating or refurbishing such existing trackage in the same manner as provided herein that it received payment for construction new trackage. Tower shall own all new trackage constructed pursuant to this Trackage Agreement so long

as it has not been paid in full by Railroad for all costs incurred in the construction of such Trackage. Upon the occurrence of full payment of all such costs, Tower shall execute a bill of sale in favor of Railroad transferring ownership of the trackage to Railroad.

6. The railroad hereby ratifies and confirms the above described Trackage Agreement as being in full force and effect in accordance with its terms and conditions.

7. Except as hereinabove specifically modified and changed, all of the terms and conditions of the subject Trackage Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment to Trackage Agreement the day and year first above written.

LESSOR

ATTEST:

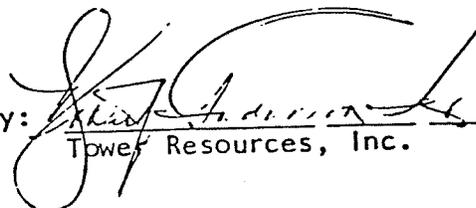
By:


Utah Railway Company
Executive Vice President

LESSEE

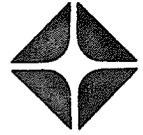
ATTEST:

By:


Tower Resources, Inc.

BEAVER CREEK Coal Company

Post Office Box 1378
Price, Utah 84501
Telephone 801 637-5050



July 28, 1988

Mr. Sam Quigley
General Manager
Andalex Resources, Inc.
P.O. Box
Price, Utah 84501

Re: Agreement on Beaver Creek Coal Company
Leased Land at Wildcat Loadout

Dear Mr. Quigley:

This letter will confirm Beaver Creek Coal Company's permission for Andalex to use a portion of our leased land for the Wildcat Loadout operations. The area covered by this agreement is that to the east of our fence to the railroad right-of-way and south of the new gate.

As agreed, in exchange for this permission, Andalex has cleaned up the old truck dump area and installed a gate to restrict access.

Sincerely,


D.R. Meadors

DRM/rs

cc: K.J. Brasher
J.L. Coffey
D.W. Guy



United States Department of the Interior

BUREAU OF LAND MANAGEMENT
Moab District
P. O. Box 970
Moab, Utah 84532

IN REPLY REFER TO
2890
U-48027
(U-066)

CERTIFIED--RETURN RECEIPT REQUESTED
Certification No. 4248977

JAN 12 1962

Decision

Right-of-Way Granted Details of Grant

Serial Number:	U-48027
Name of Holder:	Tower Resources Incorporated P. O. Box 1027 Price, Utah 84501
Map showing the Location of Grant:	Centennial Project - Wildcat Siding - Proposed Train Loadout - BLM Right-of-Way Amended Application U-48027
Legal Description:	SLB&M T. 13 S., R. 9 E., Section 33, E $\frac{1}{2}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$, E $\frac{1}{2}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$, E $\frac{1}{2}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$, E $\frac{1}{2}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$; E $\frac{1}{2}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$, E $\frac{1}{2}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$, SW $\frac{1}{4}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$, N $\frac{1}{2}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$
Permitted Use:	Construction, operation, and maintenance of a coal storage and loadout facility
Authority:	Federal Land Policy and Management Act of 1976 (90 Stat. 2776; 43 U.S.C. 1761, Sec. 501(a)(7))
Effective Date:	Effective the date of this decision
Termination Date:	Thirty (30) years from the date of this decision

Rental

Amount: \$5000.00 advanced rental deposit.
Actual charges will be determined
after a formal appraisal

When Payable: Yearly

Pursuant to the authority vested in the undersigned by Order No. 701 of the Director, Bureau of Land Management, dated July 23, 1964 (20 F.R. 10526), amended and redelegated, a right-of-way bearing the above referenced serial number is hereby granted, subject to the details shown above, and subject to the terms and conditions in Appendix A , attached hereto and made a part thereof.



District Manager

Enclosures (2)
1-Terms and Conditions
2-Form 1842-1



United States Department of the Interior

IN REPLY REFER TO
2890
U-48027
(U-066)

BUREAU OF LAND MANAGEMENT
Moab District
Price River Resource Area
P. O. Drawer AB
Price, Utah 84501

Tower Resources Incorporated :
P. O. Box 1027 : Right-of-Way
Price, Utah 84501 :
.....

NOTICE TO PROCEED

You are hereby notified to proceed with work associated with executed right-of-way grant U-48027.

For work described in this right-of-way, Mark Mackiewicz is designated as the authorized representative.

Leon E. Bluff
Area Manager

4/8/82
Date

Grantee's Acknowledgement

4-9-82
Date

Samuel C. Quigley
(Signature of Recipient)

Samuel C. Quigley, General Manager
(Name and Title)

United States Department of the Interior

BUREAU OF LAND MANAGEMENT

Moab District

Price River Resource Area

P.O. Drawer AB

Price, Utah 84501



IN REPLY
REFER TO:

U-48027
U-52065
2800
(U-066)

AUG 4 1983

CERTIFIED MAIL--RETURN RECEIPT REQUESTED
Certification No. P498 178 595

DECISION

Tower Resources Inc. : Right-of-Way Applications
P.O. Box 1027 : Amendment to U-48027
Price, Utah 84501 : Access Road, U-52065

Amendment Approved

Access Road Approved

By application filed October 29, 1982, Tower Resources, Inc., requested amendment to right-of-way U-48027. The amendment proposes relinquishment of 2.5 acres in the SE $\frac{1}{4}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$, Section 33, T. 13 S., R. 9 E., SLBM and inclusion of 2.5 acres in the NW $\frac{1}{4}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$, Section 33, T. 13 S., R. 9 E., SLBM.

Additionally, on January 9, 1983, Tower Resources, Inc., filed an application, U-52065, for an access road to the site granted under right-of-way U-48027. The access road is a linear portion 100 feet wide and 704.99 feet long across the N $\frac{1}{2}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$, Section 33, T. 13 S., R. 9 E., containing 1.62 acres, more or less.

Therefore, under the authority of Section 502 of the Federal Land Policy and Management Act of 1976 (90 STAT 2776; 43 U.S.C. 1761) and subject to 43 CFR 2800 the application U-52065 is hereby cancelled and both the site relocation and access road to the site are approved as amendments to the original right-of-way grant U-48027. Such approval is subject to the following:

1. The term of the amendments coincides with the original grant and will terminate January 11, 2012.
2. All terms and conditions of the original grant are in full force and effect for the amendments. (Note Stipulation 18 for construction of access road.)

[Handwritten signature]

AUG 05 1983

Tower Resources Inc.

3. The amendment for the site relocation does not change the acreage and no additional rental will be required. However, the access road does increase the acreage of the grant by 1.62 acres. This acreage will be appraised and the Holder will be billed accordingly for the period from the date of this decision to January 11, 1984. At that time the annual rental will be adjusted to include both the site and the road.

If the applicant is adversely affected by this action, there is a right of appeal to the Board of Land Appeals, Office of the Secretary, in accordance with the regulations in 43 CFR, Part 4, Subpart E. If an appeal is taken, the notice of appeal must be filed in the office shown on enclosed form 1842-1 (not with the Board), so that the case file can be sent to the Board. A copy of the notice of appeal and of any statement of reasons, written arguments, or briefs must be served upon any adverse parties, and in addition, to the Regional Solicitor, U.S. Department of the Interior, Room 6201, Federal Building, 125 S. State, Salt Lake City, Utah 84111, within 15 days of the filing of any specific document. If the procedures set forth in the regulations are not followed, an appeal is subject to dismissal.

Lisa E. Braggan
Area Manager

Enclosure
Form 1842-1

2890
U-48027
(U-066)

Moab District
P. O. Box 970
Moab, Utah 84532

MAR 24 1982

CERTIFIED--RETURN RECEIPT REQUESTED
Certification No. 4248987

Decision

Amendment #1

Right-of-Way Amended
Details of Amendment

Serial Number:

U-48027

Name of Holder:

Tower Resources Incorporated
P. O. Box 1027
Price, Utah 84501

Map showing the Location
of Grant:



Legal Description:

Centennial Project - Wildcat
Siding - Proposed Train Loadout
BLM Right-of-Way Amended
Application U-48027

Permitted Use:

Construction, operation, and
maintenance of a coal storage
and loadout facility

Authority:

Federal Land Policy and
Management Act of 1976 (90
Stat. 2776; 43 U.S.C. 1761,
Sec. 501(a)(7))

Effective Date:

Effective the date of this
decision

Termination Date:

January 11, 2012

(Number of Acres)
Bureau of Land Management
P.O. Box 970
Moab, UT 84532
(City, State, and ZIP Code)

Handwritten notes and signatures on the right margin, including 'Amendment #1' and '2890'.

INCORPORATED
EFFECTIVE:
APR 26 1999
PAB
Amendment #1
GAS AND MINING

Moab District
Price River Resource Area
P.O. Drawer AB
Price, Utah 84501

U-48027
U-52065
2800
(U-056)

AUG 4 1983

Amendment #2

CERTIFIED MAIL--RETURN RECEIPT REQUESTED
Certification No. P498 178 595

DECISION

Tower Resources Inc. : Right-of-way Applications
P.O. Box 1027 : Amendment to U-48027
Price, Utah 84501 : Access Road, U-52065

Amendment Approved

Access Road Approved

By application filed October 29, 1982, Tower Resources, Inc., requested amendment to right-of-way U-48027. The amendment proposes relinquishment of 2.5 acres in the SE $\frac{1}{4}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$, Section 33, T. 13 S., R. 9 E., SLBM and inclusion of 2.5 acres in the NW $\frac{1}{4}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$, Section 33, T. 13 S., R. 9 E., SLBM.

Additionally, on January 9, 1983, Tower Resources, Inc., filed an application, U-52065, for an access road to the site granted under right-of-way U-48027. The access road is a linear portion 100 feet wide and 704.99 feet long across the NE $\frac{1}{4}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$, Section 33, T. 13 S., R. 9 E., containing 1.52 acres, more or less.

Therefore, under the authority of Section 502 of the Federal Land Policy and Management Act of 1976 (90 STAT 2776; 43 U.S.C. 1761) and subject to 43 CFR 2800 the application U-52065 is hereby cancelled and both the site relocation and access road to the site are approved as amendments to the original right-of-way grant U-48027. Such approval is subject to the following:

1. The term of the amendments coincides with the original grant and will terminate January 11, 2012.
2. All terms and conditions of the original grant are in full force and effect for the amendments. (Note Stipulation 18 for construction of access road.)

INCORPORATED
EFFECTIVE:
APR 26 1999
Amendment #2
UTAH DIVISION OIL, GAS AND MINING

Moab District
Price River Resource Area
P. O. Drawer AB
Price, Utah 84501

2890
U-48027
(U-C66)

CERTIFIED MAIL--Return Receipt Requested
Certification No. 672 500 405

AUG 10 1999

DECISION

Tower Resources Incorporated :
P.O. Box 902 : Right-of-Way U-48027
Price, Utah 84501 :

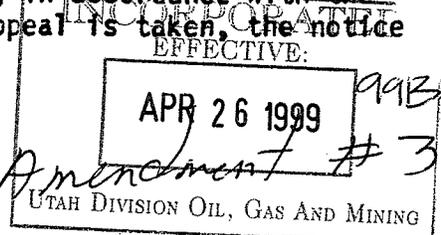
Right-of-Way Amended
Details of Amendment No. 3

On June 28, 1985, an application to amend right-of-way U-48027 was filed.

The right-of-way is hereby amended subject to the following terms and conditions:

1. A parcel described as Salt Lake Meridian, T. 13 S., R. 9 E., Section 33, E1/2SW1/4SW1/4NE1/4, W1/2SE1/4SW1/4NE1/4, encompassing 5.73 acres, more or less, is added to right-of-way U-48027.
2. Authorized uses on the site are:
 - a. Placement of truck scales
 - b. Location of an office trailer
 - c. Conducting stoker coal sales
 - d. All operations incident to conducting coal loading and storage currently authorized under right-of-way U-48027.
3. The holder shall pay the fair market rental value for the rights authorized in the grant. Additional rental charges will be included in the yearly rental fee for the right-of-way.
4. All other applicable terms and conditions of the original grant and subsequent amendments are in full force and effect.

If you are adversely affected by this action, there is a right of appeal to the Board of Land Appeals, Office of the Secretary, in accordance with the regulations in 43 CFR, Part 4, Subpart E. If an appeal is taken, the notice



2890
UTU-48027
(U-065)

Moab District
Price River Resource Area
900 North 700 East
Price, Utah 84501

CERTIFIED MAIL--Return Receipt Requested
Certification No. 734 907 333

JAN - 4 1989

DECISION

Andalex Resources Incorporated
P. O. Box 902
Price, Utah 84501

:
:
:

Right-of-way Amendment
Application No. 4 UTU-48027

Amendment Approved
Details of Amendment

On October 14, 1988, Andalex Resources Incorporated filed an application to amend right-of-way UTU-48027. The subject application was filed under authority of the Federal Land Policy and Management Act of 1976 (90 Stat. 2776, 43 U.S.C. 1761). The application requests an authorization to utilize approximately 8.0 acres of public lands currently occupied by facilities used in the operation of a coal loadout facility. The amendment is hereby approved subject to the following terms and conditions:

1. Authorization is given to use the following described public lands for all operations and facilities incident to the construction, operation and maintenance of a coal loadout facility:

Salt Lake Base and Meridian
T. 13 S., R. 9 E.,
Section 33, NE4SW4NE4, W2SE4SW4NE4,
SW4SW4NE4, W2E2E2SW4, W2NE4SW4,

Comprising 8.0 acres more or less

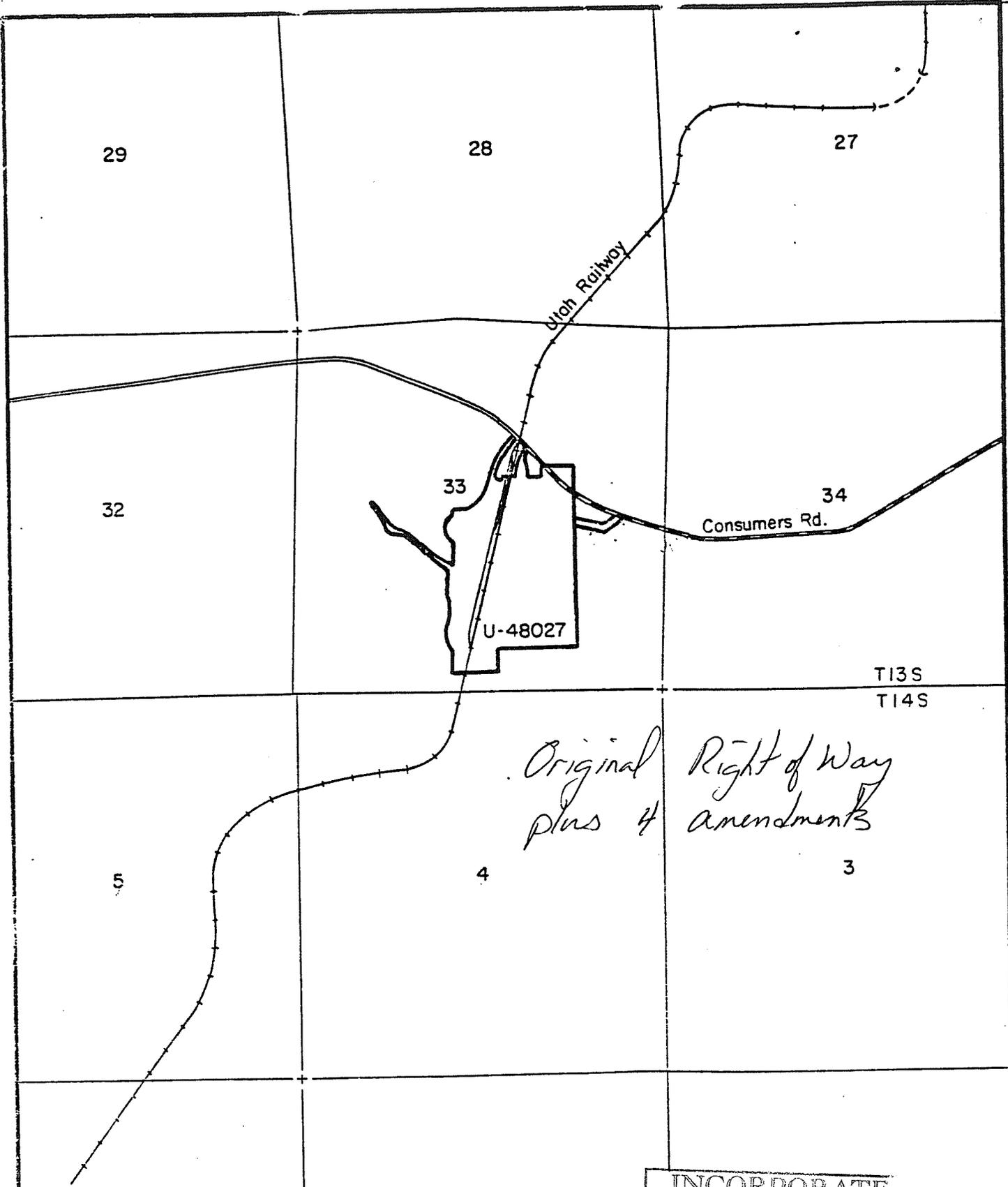
2. The map entitled Amendment No. 4 attached hereto is incorporated into and made a part of this amendment.

3. The amendment is subject to all terms, conditions, and stipulations found in the original grant and subsequent amendments.

4. Rental in the amount of \$684.00 is due within thirty (30) days from the date of receipt of this decision.

INCORPORATED
EFFECTIVE:
APR 26 1999
UTAH DIVISION OIL, GAS AND MINING

993 Amendment #4



Andalex Resources, Inc.
Wildcat Loadout
T13S, R9E, SLB&M

Amended Right-of-Way

Scale: 1" = 2,000' 0"
1-24-89 JB

INCORPORATE
EFFECTIVE:
APR 26 1999 99B
UTAH DIVISION OIL, GAS AND MINING



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

Michael O. Leavitt
Governor

Kathleen Clarke
Executive Director

Lowell P. Braxton
Division Director

1594 West North Temple, Suite 1210

PO Box 145801

Salt Lake City, Utah 84114-5801

801-538-5340

801-359-3940 (Fax)

801-538-7223 (TDD)

May 10, 1999

Mike Glasson, Sr. Geologist
Andalex Resources, Inc.
6750 Airport Road
P. O. Box 902
Price, Utah 84501

Re: Revised Right of Entry, Andalex Resources Inc., Wildcat Loadout, ACT/007/033-99B,
Folder #3, Carbon County, Utah

Dear Mr. Glasson:

The referenced amendment is approved effective April 26, 1999. A stamped approved incorporated copy is enclosed for insertion in your Mining and Reclamation Plan. The supportive technical analysis prepared by Paul Baker is provided for your records.

TECHNICAL ANALYSIS:

ADMINISTRATIVE INFORMATION

RIGHT OF ENTRY

Regulatory Reference: R645-301-114

Analysis:

The applicant has proposed to update the text of the plan to match the legal description for BLM Right of Way U-48027. The right of way has been amended four times, and the legal descriptions in the original right of way and amendments match the description in the application. These descriptions also correspond with Plate 16, the Surface and Subsurface ownership map.

Findings:

Information provided in the proposal is considered adequate to meet the requirements of this section of the regulations.

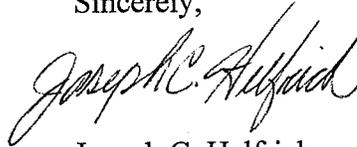
Legal Description
ACT/007/033-99B
May 10, 1999
Page 2

RECOMMENDATIONS:

It is recommended the amendment be approved.

If you have any questions please call.

Sincerely,



Joseph C. Helfrich
Permit Supervisor

tam
Enclosure

cc: Ranvir Singh, OSM
Richard Manus, BLM
Mark Page, Water Rights, w/o
Dave Ariotti, DEQ, w/o
Bill Bates, DWR, w/o
Price Field Office

O:\007033.WCL\FINAL\APP99B.LTR



OLENE S. WALKER
Governor

GAYLE F. McKEACHNIE
Lieutenant Governor

State of Utah

Department of
Environmental Quality

Dianne R. Nielson, Ph.D.
Executive Director

DIVISION OF AIR QUALITY
Richard W. Sprott
Director

DAQE-AN0113007-04

December 3, 2004

Michael W. Glasson
Manager of Operations
Andalex Resources Inc.
P.O. Box 902
Price, Utah 54501

Dear Mr. Glasson:

Re: Approval Order: Modification to Increase Coal Storage Area, Throughput, and Diesel Fuel
Usage at Wildcat Loadout, Carbon County – CDS B; ATT; NSPS, TITLE V MINOR
Project Code: N0113-007

The attached document is the Approval Order (AO) for the above-referenced project.

Future correspondence on this Approval Order should include the engineer's name as well as the DAQE number as shown on the upper right-hand corner of this letter. Please direct any technical questions you may have on this project to Mr. Jon Black. He may be reached at (801) 536-4047.

Sincerely,

Richard W. Sprott, Executive Secretary
Utah Air Quality Board

RWS:JB:re

cc: Southeastern Utah District Health Department

STATE OF UTAH

Department of Environmental Quality

Division of Air Quality

**APPROVAL ORDER: Modification to Increase Coal Storage
Area, Coal Throughput, and Diesel Fuel Usage at Wildcat
Loadout**

**Prepared By: Jon Black, Engineer
(801) 536-4047
jlblack@utah.gov**

APPROVAL ORDER NUMBER

DAQE-AN0113007-04

Date: December 3, 2004

Andalex Resources Incorporated

**Source Contact
Michael W. Glasson
(435) 637-5385**

**Richard W. Sprott
Executive Secretary
Utah Air Quality Board**

Abstract

Andalex Resources, Inc. (Andalex) submitted a Notice of Intent for a proposed increase in coal stockpile area, coal through put, and diesel consumption at the Wildcat Loadout. Andalex currently operates this facility under Approval Order DAQE-005-00. This plant is located in Carbon County, which is an attainment area of the National Ambient Air Quality Standards (NAAQS) for all pollutants. New Source Performance Standards (NSPS) Subpart Y (Standards of Performance for Coal Preparation Plants) applies to this source. National Emission Standards for Hazardous Air Pollutants (NESHAP) and Maximum Available Control Technology (MACT) regulations do not apply to this source. Title V of the 1990 Clean Air Act applies to this source.

The emissions, in tons per year, will increase as follows: PM_{10} (+) 3.76, NO_x (+) 3.68, SO_2 (+) 0.32, CO (+) 1.54, VOC (+) 0.34, Aldehydes (+) 0.07. The changes in emissions will result in the following, in tons per year, controlled potential to emit totals: PM_{10} = 25.77, NO_x = 18.40, SO_2 = 1.56, CO = 7.68, VOC = 1.69, and Aldehydes = 0.34.

The project has been evaluated and found to be consistent with the requirements of the Utah Administrative Code Rule 307 (UAC R307). A public comment period was held in accordance with UAC R307-401-4 and no comments were received. This air quality Approval Order (AO) authorizes the project with the following conditions, and failure to comply with any of the conditions may constitute a violation of this order

General Conditions:

1. This Approval Order (AO) applies to the following company:

Site Office

Andalex Resources, Inc.
5496 West 3550 North
Spring Glen, Utah 84526

Phone Number

Fax Number

Corporate Office Location

Andalex Resources, Inc.
P.O. Box 902
Price, Utah 84501

(435) 637-5385

(435) 637-8860

The equipment listed in this AO shall be operated at the following location:

The site is located approximately 10 miles north-northwest of Price, Utah. Travel on Highway 6 south from Helper 2.5 miles and turn right on to Consumers Road.

Universal Transverse Mercator (UTM) Coordinate System: UTM Datum NAD27
4,389 kilometers Northing; 507 kilometers Easting; Zone 12

2. All definitions, terms, abbreviations, and references used in this AO conform to those used in the Utah Administrative Code (UAC) Rule 307 (R307) and Title 40 of the Code of Federal Regulations (40 CFR). Unless noted otherwise, references cited in these AO conditions refer to those rules.

3. The limits set forth in this AO shall not be exceeded without prior approval in accordance with R307-401.
4. Modifications to the equipment or processes approved by this AO that could affect the emissions covered by this AO must be reviewed and approved in accordance with R307-401-1.
5. All records referenced in this AO or in applicable NSPS and/or NESHAP and/or MACT standards, which are required to be kept by the owner/operator, shall be made available to the Executive Secretary or Executive Secretary's representative upon request, and the records shall include the two-year period prior to the date of the request. Records shall be kept for the following minimum periods:
 - A. Emission inventories Five years from the due date of each emission statement or until the next inventory is due, whichever is longer.
 - B. All other records Two years
6. Andalex Resources, Inc. (Andalex) shall conduct and operate its operations of the Wildcat coal loadout facility in accordance with the terms and conditions of this AO, which was written pursuant to Andalex's Notice of Intent submitted to the Division of Air Quality (DAQ) on September 28, 2004.
7. This AO shall replace the AO (DAQE-005-00) dated January 5, 2000.
8. The approved installations shall consist of the following equipment or equivalent*:
 - A. Four (4) truck unloading facilities with below ground receiving hoppers and equipped with water sprays
 - B. Two coal crushers, each with a rated capacity of 250 tons per hour
 - C. Three sets of screeds, each set of screens with a rated capacity of 500 tons per hour
 - D. Four (4) radial stackers
 - E. Underpile reclaim system
 - F. Railcar loadout consisting of a tower and an extendable chute for loading railcars
 - G. Associated stockpiles, conveyors, and mobile equipment

* Equivalency shall be determined by the Executive Secretary.

Limitations and Tests Procedures

9. Visible emissions from any stationary point or fugitive emission source associated with the source or with the control facilities shall not exceed 20% opacity. Opacity observations of emissions from stationary sources shall be conducted in accordance with 40 CFR 60, Appendix A, Method 9.

For sources that are subject to New Source Performance Standards (NSPS), opacity shall be determined by conducting observations in accordance with 40 CFR 60.11(b) and 40 CFR 60, Appendix A, Method 9.

10. Visible fugitive dust emissions from haul-road traffic and mobile equipment in operational areas shall not exceed 20% opacity. Visible emissions determinations for traffic sources shall use procedures similar to Method 9. The normal requirement for observations to be made at 15-second intervals over a six-minute period, however, shall not apply. Six points, distributed along the length of the haul road or in the operational area, shall be chosen by the Executive Secretary or the Executive Secretary's representative. An opacity reading shall be made at each point when a vehicle passes the selected points. Opacity readings shall be made 1/2 vehicle length or greater behind the vehicle and at approximately 1/2 the height of the vehicle or greater. The accumulated six readings shall be averaged for the compliance value.
11. The following production and consumption limit shall not be exceeded:
 - A. 5,500,000 tons coal throughput per rolling 12-month period
 - B. 100,000 gallons fuel consumption for on-site diesel equipment per rolling 12-month period

To determine compliance with a rolling 12-month total the owner/operator shall calculate a new 12-month total by the twentieth day of each month using data from the previous 12 months. Records of consumption/production shall be kept for all periods when the plant is in operation. Production shall be determined by records of coal received and fuel consumption shall be determined by fuel purchase invoices. The records of production shall be kept on a daily basis.

Roads and Fugitive Dust

12. The facility shall abide by all applicable requirements of R307-205 for Fugitive Emission and Fugitive Dust sources. The full text of R307-205, Emission Standards: Fugitive Emissions and Fugitive Dust is included as Appendix A. However, to be in compliance, this facility must operate in accordance with the most current version of R307-205.
13. All radial stackers shall stack at the highest point of the stockpile to minimize drop distances.
14. All conveyors shall be covered and all crushers shall be enclosed.
15. All unpaved roads and other unpaved operational areas that are used by mobile equipment shall be water sprayed and/or chemically treated to control fugitive dust. The application of water or chemical treatment shall be used. Treatment shall be of sufficient frequency and quantity to maintain the surface material in a damp/moist condition or unless it is below freezing. The opacity shall not exceed 20% during all times the areas are in use. If chemical treatment is to be used, the plan must be approved by the Executive Secretary. Records of water and/or chemical treatment shall be kept for all periods when the plant is in operation. The records shall include the following items:
 - A. Date
 - B. Number of treatments made, dilution ratio, and quantity

- C. Rainfall received, if any, and approximate amount
- D. Time of day treatments were made

16. The haul road limitations shall be:

- A. 0.21 miles in length
- B. 5 miles per hour

These limitations shall not be exceeded without prior approval in accordance with R307-401, UAC. The haul road speed shall be posted, at a minimum, on site at the beginning of the haul road so that it is clearly visible from the haul road.

17. Water sprays or chemical dust suppression sprays shall be installed at the following points to control fugitive emissions:

- A. All truck unloading stations
- B. All screens

The sprays shall operate whenever dry conditions warrant or as determined necessary by the Executive Secretary.

18. The moisture content of the material passing a #40 U.S. Standard Sieve shall be maintained at a minimum of 4.0% by weight. The moisture content shall be tested if directed by the Executive Secretary using the appropriate American Society of Testing and Methods (ASTM) method.

19. The storage piles shall be watered to minimize generation of fugitive dusts, as dry conditions warrant or as determined necessary by the Executive Secretary. Records of water and/or chemical treatment shall be kept for all periods when the plant is in operation. The total combined area of all storage piles shall not exceed 20.0 acres.

Fuels

20. The owner/operator shall use #1, #2 or a combination of #1 and #2 diesel fuel in the on-site equipment.

Federal Limitations and Requirements

21. In addition to the requirements of this AO, all applicable provisions of 40 CFR 60, New Source Performance Standards (NSPS) Subpart A, 40 CFR 60.1 to 60.18 (General Provisions) and Subpart Y, 40 CFR 60.250 to 60.254 (Standards of Performance for Coal Preparation Plants) apply to this installation (See Appendix B).

Records & Miscellaneous

22. At all times, including periods of startup, shutdown, and malfunction, owners and operators shall, to the extent practicable, maintain and operate any equipment approved under this Approval Order including associated air pollution control equipment in a

manner consistent with good air pollution control practice for minimizing emissions. Determination of whether acceptable operating and maintenance procedures are being used will be based on information available to the Executive Secretary which may include, but is not limited to, monitoring results, opacity observations, review of operating and maintenance procedures, and inspection of the source. All maintenance performed on equipment authorized by this AO shall be recorded.

- 23. The owner/operator shall comply with R307-150 Series. Inventories, Testing and Monitoring.
- 24. The owner/operator shall comply with R307-107. General Requirements: Unavoidable Breakdowns.

The Executive Secretary shall be notified in writing if the company is sold or changes its name.

This AO in no way releases the owner or operator from any liability for compliance with all other applicable federal, state, and local regulations including R307.

A copy of the rules, regulations and/or attachments addressed in this AO may be obtained by contacting the Division of Air Quality. The Utah Administrative Code R307 rules used by DAQ, the Notice of Intent (NOI) guide, and other air quality documents and forms may also be obtained on the Internet at the following web site:

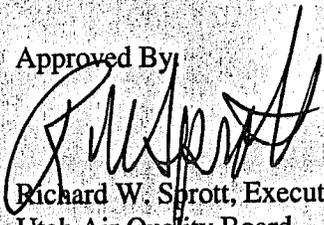
<http://www.airquality.utah.gov/>

The annual emissions estimations below include point source, fugitive emissions, fugitive dust, road dust, and tail pipe emissions. These emissions are for the purpose of determining the applicability of Prevention of Significant Deterioration, non-attainment area, maintenance area, and Title V source requirements of the R307. They are not to be used for determining compliance.

The controlled Potential To Emit (PTE) emissions for this source (the entire plant) are currently calculated at the following values:

	<u>Pollutant</u>	<u>Tons/yr</u>
A.	PM ₁₀	25.77
B.	SO ₂	1.56
C.	NO _x	18.40
D.	CO	7.68
E.	VOC	1.69
F.	Aldehydes.....	0.34

Approved By



Richard W. Sprott, Executive Secretary
Utah Air Quality Board

Appendix A

Andalex Resources - Wildcat Loadout

R307. Environmental Quality, Air Quality.

R307-205. Emission Standards: Fugitive Emissions and Fugitive Dust.

R307-205-1. Applicability.

- (1) Except where otherwise specified, R307-205 applies statewide.
- (2) The provisions of R307-205 shall not apply to any sources for which limitations for fugitive dust or fugitive emissions are assigned pursuant to R307-401, R307-305, or R307-307 nor shall they apply to agricultural or horticultural activities.
- (3) The following definitions apply throughout R307-205:
"Material" means sand, gravel, soil, minerals or other matter which may create fugitive dust.
"Road" means any public or private road.

R307-205-2. Fugitive Emissions.

Fugitive emissions from sources in areas outside Davis, Salt Lake and Utah Counties, Ogden City and any nonattainment area for PM10 and which were constructed before April 25, 1971, shall not exceed 40% opacity. Fugitive emissions from sources constructed after April 25, 1971, shall not exceed 20% opacity.

R307-205-3. Fugitive Dust.

- (1) Storage and Handling of Aggregate Materials. Any person owning, operating or maintaining a new or existing material storage, handling or hauling operation shall minimize fugitive dust from such an operation. Such control may include the use of enclosures, covers, stabilization or other equivalent methods or techniques as approved by the Executive Secretary.
- (2) Construction and Demolition Activities.
 - (a) Any person engaging in clearing or leveling of land greater than one-quarter acre in size, earthmoving, excavation, or movement of trucks or construction equipment over cleared land greater than one-quarter acre in size or access haul roads shall take steps to minimize fugitive dust from such activities. Such control may include watering and chemical stabilization of potential fugitive dust sources or other equivalent methods or techniques approved by the Executive Secretary.
 - (b) The owner or operator of any land area greater than one-quarter acre in size that has been cleared or excavated shall take measures to prevent fugitive particulate matter from becoming airborne. Such measures may include:
 - (i) planting vegetative cover,
 - (ii) providing synthetic cover,
 - (iii) watering,
 - (iv) chemical stabilization,
 - (v) wind breaks, or
 - (vi) other equivalent methods or techniques approved by the Executive Secretary.
 - (c) Any person engaging in demolition activities including razing homes, buildings, or other structures or removing paving material from roads or parking areas shall take steps to minimize fugitive dust from such activities. Such control may include watering and chemical stabilization or other equivalent methods or techniques approved by the Executive Secretary.

R307-205-4. Roads.

- (1) Any person planning to construct or operate a new unpaved road which is anticipated to have an average daily traffic volume of 150 vehicle trips per day or greater, averaged over a consecutive five day period, shall submit a notice of intent to construct or operate such a road to the Executive Secretary pursuant to R307-401. Such notice shall include proposed action to minimize fugitive dust emissions from the road.
- (2) The Executive Secretary may require persons owning, operating or maintaining any new or existing road, or having right-of-way easement or possessory right to use the same to supply traffic count information as determined necessary to ascertain whether or not control techniques are adequate or additional controls are necessary.
- (3) Any person who deposits materials which may create fugitive dust on a public or private paved road shall clean the road promptly.

R307-205-5. Mining Activities.(1) Fugitive dust, construction activities, and roadways associated with mining activities are regulated under the provisions of R307-205-5 and not by R307-205-3 and 4.

- (2) Any person who owns or operates a mining operation shall minimize fugitive dust as an integral part of site preparation, mining activities, and reclamation operations.
- (3) The fugitive dust control measures to be used may include:
 - (a) periodic watering of unpaved roads,

- (b) chemical stabilization of unpaved roads,
- (c) paving of roads,
- (d) prompt removal of coal, rock minerals, soil, and other dust-forming debris from roads and frequent scraping and compaction of unpaved roads to stabilize the road surface,
- (e) restricting the speed of vehicles in and around the mining operation,
- (f) revegetating, mulching, or otherwise stabilizing the surface of all areas adjoining roads that are a source of fugitive dust,
- (g) restricting the travel of vehicles on other than established roads,
- (h) enclosing, covering, watering, or otherwise treating loaded haul trucks and railroad cars, to minimize loss of material to wind and spillage,
- (i) substitution of conveyor systems for haul trucks and covering of conveyor systems when conveyed loads are subject to wind erosion,
- (j) minimizing the area of disturbed land,
- (k) prompt revegetation of regraded lands,
- (l) planting of special windbreak vegetation at critical points in the permit area,
- (m) control of dust from drilling, using water sprays, hoods, dust collectors or other controls approved by the

Executive Secretary.

- (n) restricting the areas to be blasted at any one time,
 - (o) reducing the period of time between initially disturbing the soil and revegetating or other surface stabilization,
 - (p) restricting fugitive dust at spoil and coal transfer and loading points,
 - (q) control of dust from storage piles through use of enclosures, covers, or stabilization and other equivalent methods or techniques as approved by the Executive Secretary, or
 - (r) other techniques as determined necessary by the Executive Secretary.
- (4) Any person owning or operating an existing mining operation in an actual area of nonattainment for particulate or an existing mining operation outside an actual area of nonattainment from which fugitive dust impacts an actual area of nonattainment for particulate shall submit plans for control of fugitive dust from such operations to the Executive Secretary for approval no later than September 29, 1981, 180 days after the effective date of this regulation.

R307-205-6. Tailings Piles and Ponds.

- (1) Fugitive dust, construction activities, and roadways associated with tailings piles and ponds are regulated under the provisions of R307-205-6 and not by R307-205-3 and 4.
- (2) Any person owning or operating an existing tailings operation where fugitive dust results from grading, excavating, depositing, or natural erosion or other causes in association with such operation shall take steps to minimize fugitive dust from such activities. Such controls may include:
 - (a) watering,
 - (b) chemical stabilization,
 - (c) synthetic covers,
 - (d) vegetative covers,
 - (e) wind breaks,
 - (f) minimizing the area of disturbed tailings,
 - (g) restricting the speed of vehicles in and around the tailings operation, or
 - (h) other equivalent methods or techniques which may be approvable by the Executive Secretary.
- (3) Any person owning or operating an existing tailings operation in a nonattainment area for particulate or an existing mining operation outside an actual area of nonattainment from which fugitive dust impacts an actual area of nonattainment for particulate shall submit plans for control of fugitive dust from such operations to the Executive Secretary for approval no later than September 29, 1981, 180 days after the effective date of this regulation.

Appendix B

40 CFR 60 Subpart Y - Standards of Performance for Coal Preparation Plants

§ 60.250 Applicability and designation of affected facility.

(a) The provisions of this subpart are applicable to any of the following affected facilities in coal preparation plants which process more than 200 tons per day: Thermal dryers, pneumatic coal-cleaning equipment (air tables), coal processing and conveying equipment (including breakers and crushers), coal storage systems, and coal transfer and loading systems.

(b) Any facility under paragraph (a) of this section that commences construction or modification after October 24, 1974, is subject to the requirements of this subpart.

[42 FR 37938, July 25, 1977; 42 FR 44812, Sept. 7, 1977]

§ 60.251 Definitions.

As used in this subpart, all terms not defined herein have the meaning given them in the Act and in subpart A of this part.

(a) Coal preparation plant means any facility (excluding underground mining operations) which prepares coal by one or more of the following processes: breaking, crushing, screening, wet or dry cleaning, and thermal drying.

(b) Bituminous coal means solid fossil fuel classified as bituminous coal by ASTM Designation D388-77 (incorporated by reference-see § 60.17).

(c) Coal means all solid fossil fuels classified as anthracite, bituminous, subbituminous, or lignite by ASTM Designation D388-77 (incorporated by reference-see § 60.17).

(d) Cyclonic flow means a spiraling movement of exhaust gases within a duct or stack.

(e) Thermal dryer means any facility in which the moisture content of bituminous coal is reduced by contact with a heated gas stream which is exhausted to the atmosphere.

(f) Pneumatic coal-cleaning equipment means any facility which classifies bituminous coal by size or separates bituminous coal from refuse by application of air stream(s).

(g) Coal processing and conveying equipment means any machinery used to reduce the size of coal or to separate coal from refuse, and the equipment used to convey coal to or remove coal and refuse from the machinery. This includes, but is not limited to, breakers, crushers, screens, and conveyor belts.

(h) Coal storage system means any facility used to store coal except for open storage piles.

(i) Transfer and loading system means any facility used to transfer and load coal for shipment.

[41 FR 2234, Jan. 15, 1976, as amended at 48 FR 3738, Jan. 27, 1983]

§ 60.252 Standards for particulate matter.

(a) On and after the date on which the performance test required to be conducted by § 60.8 is completed, an owner or operator subject to the provisions of this subpart shall not cause to be discharged into the atmosphere from any thermal dryer gases which:

(1) Contain particulate matter in excess of 0.070 g/dscm (0.031 gr/dscf).

(2) Exhibit 20 percent opacity or greater.

(b) On and after the date on which the performance test required to be conducted by § 60.8 is completed, an owner or operator subject to the provisions of this subpart shall not cause to be discharged into the atmosphere from any pneumatic coal cleaning equipment, gases which:

(1) Contain particulate matter in excess of 0.040 g/dscm (0.018 gr/dscf).

(2) Exhibit 10 percent opacity or greater.

(c) On and after the date on which the performance test required to be conducted by § 60.8 is completed, an owner or operator subject to the provisions of this subpart shall not cause to be discharged into the atmosphere from any coal processing and conveying equipment, coal storage system, or coal transfer and loading system processing coal, gases which exhibit 20 percent opacity or greater.

[41 FR 2234, Jan. 15, 1976]

§ 60.253 Monitoring of operations.

(a) The owner or operator of any thermal dryer shall install, calibrate, maintain, and continuously operate monitoring devices as follows:

(1) A monitoring device for the measurement of the temperature of the gas stream at the exit of the thermal dryer on a continuous basis. The monitoring device is to be certified by the manufacturer to be accurate within $\pm 3^{\circ}$ Fahrenheit.

(2) For affected facilities that use venturi scrubber emission control equipment:

(i) A monitoring device for the continuous measurement of the pressure loss through the venturi constriction of the control equipment. The monitoring device is to be certified by the manufacturer to be accurate within ± 1 inch water gage.

(ii) A monitoring device for the continuous measurement of the water supply pressure to the control equipment. The monitoring device is to be certified by the manufacturer to be accurate within ± 5 percent of design water supply pressure. The pressure sensor or tap must be located close to the water discharge point. The Administrator may be consulted for approval of alternative locations.

(b) All monitoring devices under paragraph (a) of this section are to be recalibrated annually in accordance with procedures under \S 60.13(b).

[41 FR 2234, Jan. 15, 1976, as amended at 54 FR 6671, Feb. 14, 1989]

\S 60.254 Test methods and procedures.

(a) In conducting the performance tests required in \S 60.8, the owner or operator shall use as reference methods and procedures the test methods in appendix A of this part or other methods and procedures as specified in this section, except as provided in \S 60.8(b).

(b) The owner or operator shall determine compliance with the particular matter standards in \S 60.252 as follows:

(1) Method 5 shall be used to determine the particulate matter concentration. The sampling time and sample volume for each run shall be at least 60 minutes and 0.85 dscm (30 dscf). Sampling shall begin no less than 30 minutes after startup and shall terminate before shutdown procedures begin.

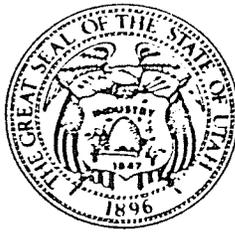
(2) Method 9 and the procedures in \S 60.11 shall be used to determine opacity.

[54 FR 6671, Feb. 14, 1989]

TRANSPORTATION COMMISSION

R. LAVAUN COX
CHAIRMAN
WAYNE S. WINTERS
VICE CHAIRMAN
CLEM H. CHURCH
SAMUEL J. TAYLOR
CHARLES C. CLAYBAUGH

ELVA H. ANDERSON
SECRETARY



UTAH DEPARTMENT OF TRANSPORTATION

DIVISION OF SAFETY
4501 South 2700 West
Salt Lake City, Utah 84119

WILLIAM D. HURLEY, P.E.
DIRECTOR

C.V. ANDERSON, P.E.
ASSISTANT DIRECTOR

R. JAMES NAEGLE, P.E.
ENGINEER FOR SAFETY

TELEPHONE:
801-965-4259

June 1, 1982

Dave Shaver
Chief Engineer
Tower Resources, Inc.
P.O. Box 1027
Price, Utah 84501

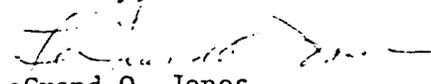
Dear Mr. Shaver:

This is in response to your petition on March 8, 1982, requesting a waiver of the Utah State Regulations of Clearances for your unit coal train loadout facility at Wildcat Junction.

After reviewing the plans submitted with your petition, and proposed method of car loading and switching we see no serious safety concerns. The Utah Railway Company has also indicated their complete concurrence with this construction. A variance is therefore approved, provided that adequate signing be installed before operation begins, to warn of impaired overhead and side clearances.

Thank you for your cooperation. If you have further questions, please contact our office.

Sincerely,


LeGrand O. Jones
Safety Regulations Administrator

cc: Dan Martin, Superintendent, Utah Railway

**SOUTHEASTERN UTAH
DISTRICT HEALTH DEPARTMENT**

6 East Main
P.O. Box 800
Price, Utah 84501
(801) 637-3671

P.O. Box 803, East Carbon, Utah 84520 - 888-4411
P.O. Box 644, Castle Dale, Utah 84513 - 748-2252
94 East Center, Moab, Utah 84532 - 259-5602
P.O. Box 127, Monticello, Utah 84535 - 587-2231 ext. 19
P.O. Box 545, Blanding, Utah 84511 - 678-2723

November 23, 1982

Mr. Mike Glasson
Tower Resources
P. O. Box 1027
Price, Utah 84501

Dear Mr. Glasson:

I have reviewed the plans for your proposed loadout facility. As drawn, the plans meet the requirements for onsite wastewater disposal systems.

The plans indicate that untreated building paper will be used as a barrier between the gravel bed and the earth backfill. While this is acceptable, we would recommend that straw be used instead of the paper. Because the paper must be untreated, it is very fragile and requires very careful backfilling to avoid injury to the paper. Straw is much easier to work with.

We only received one copy of the proposed plans and have retained that for our files. If you need additional copies stamped with our approval, we will be happy to stamp them.

When the work is completed, but before backfilling, please call me so that a final onsite inspection can be made.

Should there be any questions, please call me.

Sincerely,



Gerald C. Story, Environmental Health Director
Southeastern Utah District Health Department

GCS/at

NOV 23 1982



SCOTT M. MATHESON
GOVERNOR



STATE OF UTAH
DEPARTMENT OF COMMUNITY AND
ECONOMIC DEVELOPMENT

November 10, 1981

Division of
State History
(UTAH STATE HISTORICAL SOCIETY)

MELVIN T. SMITH, DIRECTOR
300 RIO GRANDE
SALT LAKE CITY, UTAH 84101
TELEPHONE 801 / 533-5755

Mr. Michael W. Glasson
Senior Geologist
Towers Resources, Inc.
P.O. Box 1027
Price, Utah 84501

Dear Mr. Glasson:

I have forwarded the results of the inventory to the Bureau of Land Management, Moab District and Price Area Offices. I have recommended clearance of the Wildcat Unit, Coal Train Loading Facility area be granted.

Thank you for assisting our personnel in the field. Please find enclosed the billing for the amount discussed per our telephone conversation of last week.

Sincerely,

La Mar W. Lindsay
Assistant State Archeologist

LWL:rh

Enclosure

NOV 13 1981

Towers Resources Inc.



SCOTT M. MATHESON
GOVERNOR



STATE OF UTAH
DEPARTMENT OF COMMUNITY AND
ECONOMIC DEVELOPMENT

Division of
State History
(UTAH STATE HISTORICAL SOCIETY)

MELVIN T. SMITH, DIRECTOR
300 RIO GRANDE
SALT LAKE CITY, UTAH 84101
TELEPHONE 801 / 533-5755

M E M O R A N D U M

TO: La Mar Lindsay

FROM: Lorraine Dobra

DATE: November 9, 1981

RE: Tower Resources, Inc. Wildcat Unit Coal
Train Loading Facility Survey

On November 4 and 5, 1981 Lorraine Dobra and Jim Kirkman conducted an archaeological investigation on an 85-acre tract located in Carbon county (see map) for Tower Resources, Inc. Wildcat Unit Coal Train Loading Facility. The land is owned by the Bureau of Land Management.

The surveyors walked parallel east-west transects spaced 15 meters apart. The terrain sloped down to the east. It is flat, open and bisected by three easternward trending intermittent drainages. Vegetation consisted mostly of Atriplex ssp., Salsola kali, Artemisia tridentata, Bromus tectorum, Bouteloua Oryopsis hymenoides, and other grasses with sparse Juniperus osteosperma and Pinus edulis on the eastern and northern survey boundaries.

Soil was mostly a loosely consolidated tan sandy silt but a large portion of the western survey area was covered by coal slag near the railroad tracks.

Artifacts recovered within the survey area:

Isolated Artifact #1 - one metate fragment of medium grained yellow sandstone pecked on the used surface.

7 cm. thick
21 cm. wide
15 - 19 cm. long

This artifact was found on the top of a low east-west trending rise in the NE quarter, SW quarter, SE quarter of Section 33.

The vegetation was comprised principally of Oryopsis hymenoides with scattered juniper and pinyon trees. No other artifacts were found in the survey area.

Artifacts found outside the survey area:

700 feet east of the survey boundary was one isolated mano. It was of a fine grained red sandstone with use on the two flat sides. It measured 4 cm. thick, 12 cm. long, and 9.5 cm. wide. This artifact was found on the tip of the same east-west trending rise as the previous metate fragment.

Vegetation was the same.

Recommendations:

No sites eligible for nomination to the National Register of Historic Places were found. Therefore, a cultural resource clearance is recommended for the project.

kj



STATE OF UTAH
NATURAL RESOURCES
Water Rights

Scott M. Matheson, Governor
Temple A. Reynolds, Executive Director
Dee C. Hansen, State Engineer

1636 West North Temple • Salt Lake City, UT 84116 • 801-533-6071

September 28, 1984

Tower Resources Inc.
P.O. Box 902
Price, UT 84501

Dear Applicant:

RE: APPROVED APPLICATION
NUMBER 91-4303 (A59754)

Enclosed is a copy of the above-numbered approved Application. This is your authority to proceed with actual construction work which, under Sections 73-3-10 and 73-3-12, Utah Code Annotated, 1953, as amended, must be diligently prosecuted to completion. The water must be put to beneficial use and proof of appropriation be made to the State Engineer on or before the proof due date shown below otherwise, the application will be lapsed.

*** PROOF DUE DATE: February 28, 1988 ***

Proof of Appropriation is evidence to the State Engineer that the water has been placed to its full intended beneficial use. By law, it must be prepared by a registered engineer or land surveyor, who will certify to the location and the uses for the water. Your proof of appropriation will become the basis for the extent of your water right.

Failure on your part to comply with the requirements of the statutes may result in the forfeiture of this application.

Yours truly,


Dee C. Hansen, P.E.
State Engineer

Enclosure: Copy of Approved Application
RECEIVED

OCT 1 1984

Tower Resources Inc.

state of utah



DOUGLAS F. DAY
Director

DIVISION OF WILDLIFE RESOURCES

EQUAL OPPORTUNITY EMPLOYER

1596 West North Temple/Salt Lake City, Utah 84116/801-533-9333

Reply To SOUTHEASTERN REGIONAL OFFICE
455 West Railroad Avenue, Box 840, Price, Utah 84501
(801) 637-3310

September 24, 1984

Mr. Allen D. Emmel
Environmental Coordinator
Tower Resources, Inc.
P. O. Box 902
Price, UT 84501

Dear Allen:

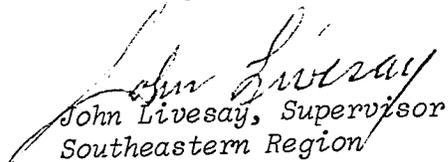
In regard to the design that Tower Resources has proposed for the electric transmission poles to be placed at the Wildcat Junction, the following is offered for your consideration.

The flat, open terrain associated with the Wildcat siding is conducive to an abundant small mammal resource. As a result, numerous raptors are attracted to the area, particularly during the winter. It should be noted, however, that redtail hawks and golden eagles are year-long residents of that particular area. As a result, the raptor resource would certainly make use of power transmission poles. Therefore, the company's decision to construct poles that are designed to be as safe as practicable for raptors seems to be warranted.

In reviewing the design for the poles that you intend on placing, the Division finds that they are acceptable as safe raptor perching sites. I would recommend that you also have personnel from the U.S. Fish & Wildlife Service critique the plans as well.

Thank you for your consideration for Utah's wildlife resource.

Sincerely,


John Livesay, Supervisor
Southeastern Region

JL:LBD:db

cc: Darrell Nish
Clark Johnson, USFWS



United States Department of the Interior

FISH AND WILDLIFE SERVICE
AREA OFFICE COLORADO-UTAH
1311 FEDERAL BUILDING
125 SOUTH STATE STREET
SALT LAKE CITY, UTAH 84138

Received

OCT 4 1984

IN REPLY REFER TO:

(ES)

October 3, 1984

Tower Resources Inc.

Mr. Allen D. Emmel
Environmental Coordinator
Tower Resources, Inc.
P.O. Box 992
Price, Utah 84501

Dear Mr. Emmel:

We have reviewed the proposed design for your power transmission line at the Wildcat Junction railroad loadout and believe the design is generally satisfactory except for one needed modification.

We recommend that the ground wire have a 4 inch break 36-48 inches below the lowest conductor wire. As illustrated, some of the poles would have a close direct-line association between the conductor and a positive ground which could electrocute raptors attempting to perch on the insulator. This modification should reduce this hazard and still protect the system from lightning damage.

Please don't hesitate to contact us if we can be of further assistance.

Sincerely yours,


Acting Field Supervisor

cc: BWR-Price
BLM-Price

UPL -

STATE OF UTAH
DIVISION OF WATER QUALITY
DEPARTMENT OF ENVIRONMENTAL QUALITY
SALT LAKE CITY, UTAH

AUTHORIZATION TO DISCHARGE UNDER THE
UTAH POLLUTANT DISCHARGE ELIMINATION SYSTEM
(UPDES)

GENERAL PERMIT FOR COAL MINING

In compliance with provisions of the *Utah Water Quality Act, Title 19, Chapter 5, Utah Code Annotated ("UCA") 1953, as amended* (the "Act"),

Andalex Resources, Inc. - Wildcat Loadout

as identified in the application No. UTG040007 is authorized to discharge from all outfall(s) to receiving waters as follows:

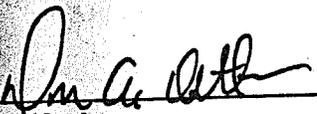
Wildcat Wash

in accordance with discharge point(s), effluent limitations, monitoring requirements and other conditions as set forth herein.

This permit shall become effective on May 1, 2003.

This permit and the authorization to discharge shall expire at midnight, April 30, 2008

Signed this 24th day of April, 2003.


Don A. Ostler
Executive Secretary
Utah Water Quality Board

DISCHARGE ELIMINATION SYSTEM

HISTORY OF VIOLATIONS

10/01 - 5/05

CENTENNIAL MINES
PERMIT NUMBER 007/019

DOGM VIOLATIONS 2001 THROUGH MAY 2005

VIOLATION/ CESSATION NO.	DATE ISSUED	ABATEMENT DATE	VIOLATION DESCRIPTION
NO4-49-2-1	1/24/04	3/25/04	Failure to maintain disturbed diversion DD-4 and culvert.
NO5-49-1-1	4/22/05	4/22/05	Failure to monitor and submit data for 4 th Quarter 2004.

WESTRIDGE MINE
PERMIT NUMBER 007/041

DOGM VIOLATIONS 2001 THROUGH OCTOBER MAY 2005

VIOLATION/ CESSATION NO.	DATE ISSUED	ABATEMENT DATE	VIOLATION DESCRIPTION
NO2-49-2-1	11/19/02	2/18/02	Diverting mine water through channels and culverts and storing in sediment pond. Abated with submittal of permit change allowing use.
NO2-49-1-1	2/19/02	5/20/02	Failure to maintain or construct diversions according to approved MRP. Abated with the completion of a permit change approval and construction measures.
NO4-49-1-1	1/22/04	1/22/04	Failure to request permit renewal 120 prior to permit expiration. Abated with submittal of permit renewal application.

CRANDALL CANYON MINE
PERMIT NUMBER 015/032

DOGM VIOLATIONS 2001 THROUGH MAY 2005

VIOLATION/ CESSATION NO.	DATE ISSUED	ABATEMENT DATE	VIOLATION DESCRIPTION
NO3-49-2-1	7/30/03	8/20/03	Failure to submit surface blast plan pf more than 5 pounds. Abated with submittal and approval of plan.
NO3-49-1-1	1/8/03	4/15/03	Failure to request permit renewal 120 days prior to permit expiration. Abated with submittal of permit renewal application.
NO4-49-4-1	8/19/04	8/23/04	Employee Parking in Forest Service trail-head. Vehicle removed from trail-head.
NO4-49-5-1	9/8/04	9/13/04	Failure to control non-coal waste. Non-coal waste was picked up and stored in appropriate area.

INSURANCE

ate: 6/27/2003 Time: 8:44 AM To: Glassen, Mike @ 1-435-637-8860

Page: 001-004

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/27/2003

INSURER (270)821-3122 FAX (270)825-3844
ADDLE INSURANCE
 245 SOUTH MAIN STREET
 PO BOX 549
 MADISONVILLE, KY 42431

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Federal Insurance Company	20281
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

INSURED **ANDALEX Resources, Inc.**
 Attn: **Wayne Crouch**
 45 West 10000 South, STE 401
 Sandy, UT 84070

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADDL / TR INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS								
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Includes XCU GENTL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO. JECT <input type="checkbox"/> LOC	37102594	07/01/2003	07/01/2004	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PROP AGG \$ 2,000,000								
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$							
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$								
	EXCESS UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$								
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<table border="1"> <tr> <td>WC STATUTORY LIMITS</td> <td>OTHER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$</td> </tr> </table>	WC STATUTORY LIMITS	OTHER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$
WC STATUTORY LIMITS	OTHER												
E.L. EACH ACCIDENT	\$												
E.L. DISEASE - EA EMPLOYEE	\$												
E.L. DISEASE - POLICY LIMIT	\$												
	OTHER												

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Wildcat ACT 007/033 - Cancellation Clause revised as follows: Should any of the above described policies be changed and/or cancelled before the expiration date thereof, the issuing company will mail (certified) 45 days written notice to the certificate holder named to the left.

CERTIFICATE HOLDER

State of Utah Dept of Natural Resources
 Division of Oil, Gas & Mining/STE1210
 1594 W N Temple, Box 145801
 Salt Lake City, UT 84114-5801

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

James (Jimmy) Riddle/TERRI *James Riddle*

©ACORD CORPORATION 1998

UTICA MUTUAL INSURANCE COMPANY

NEW HARTFORD, NEW YORK

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That we

Tower Resources, Inc.

(hereinafter called "Principal"),

as Principal, and UTICA MUTUAL INSURANCE COMPANY, a New York Corporation, with principal office at New Hartford, New York, and authorized to transact business in the State of Utah

(hereinafter called "Surety"), as Surety, are held and firmly bound unto Bureau of Land Management, Department of the Interior (hereinafter called "Obligee"), in the penal sum of Fifty-Thousand and no 1/100----- (\$50,000.00)----- DOLLARS, good and lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves, our heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

SEALED with our seals and dated this 16th day of May A.D. 19 83

WHEREAS, the above bounden Principal has entered into a certain written contract with the above named

Obligee, dated the 16th day of May 19 83

covering

Fulfillment of obligation set forth in Grant #U-48027.

which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden Principal shall well and truly keep, do and perform, each and every, all and singular, the matters and things in said contract set forth and specified to be by the said Principal kept, done and performed at the time and in the manner in said contract specified, and shall pay over, make good and reimburse to the above named Obligee, all loss and damage which said Obligee may sustain by reason of failure or default on the part of said Principal, then this obligation to be void; otherwise, to be and remain in full force and effect.

PROVIDED, however, that this bond is executed by the Surety upon the express condition that no right of action shall accrue upon or by reason hereof to or for the use or benefit of any one other than the Obligee named herein; and the obligation of the Surety is and shall be construed strictly as one of suretyship only.

Tower Resources, Inc.

By: *[Signature]*

Principal

UTICA MUTUAL INSURANCE COMPANY

By: *[Signature]*

Patricia S. Lee Attorney-in-Fact

UTICA MUTUAL INSURANCE COMPANY

NEW HARTFORD, NEW YORK

No. 137 - _____

POWER OF ATTORNEY

Know all men by these Presents, the UTICA MUTUAL INSURANCE COMPANY, a New York Corporation, having its principal office in the Town of New Hartford, County of Oneida, State of New York, does hereby make, constitute and appoint Bruce L. Ferguson, Jean Young, Bruce W. Ferguson, Gary A. Mongilutz and Patricia S. Lee

Louisville, Kentucky its true and lawful Attorney(s)-in-fact in their separate capacity if more than one is named above to make, execute, sign, seal and deliver for and on its behalf as surety and as its act and deed (without power of redelegation) any and all bonds and undertakings and other writings obligatory in the nature thereof (except bonds guaranteeing the payment of principal and interest of notes, mortgage bonds and mortgages) provided the amount of no one bond or undertaking exceeds FIVE HUNDRED THOUSAND AND 00/100 Dollars (\$200,000.00).

The execution of such bonds and undertakings shall be as binding upon said UTICA MUTUAL INSURANCE COMPANY as fully and to all intents and purposes as if the same had been duly executed and acknowledged by its regularly elected officers at its Home Office in New Hartford, New York.

This Power of Attorney is granted under and by authority of the following resolution adopted by the Directors of the UTICA MUTUAL INSURANCE COMPANY on the 27th day of November, 1961.

"Resolved, that the President or any Vice-President, in conjunction with the Secretary or any Assistant Secretary, be and they are hereby authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as its acts, to execute and acknowledge for and on its behalf as Surety any and all bonds, recognizances, contracts of indemnity and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be as binding upon the Company as if they had been duly acknowledged by the regularly elected Officers of the Company in their own proper persons."

Now Therefore, the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney by a facsimile, and any such Power of Attorney bearing such facsimile signatures or seal shall be valid and binding upon the Company.

In Witness Whereof, the UTICA MUTUAL INSURANCE COMPANY has caused these presents to be signed by its Authorized Officers, this 23rd day of AUGUST, 1976.

UTICA MUTUAL INSURANCE COMPANY


Secretary pro tem



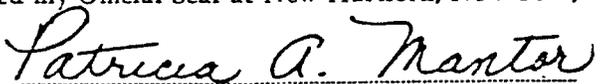

President

STATE OF NEW YORK }
COUNTY OF ONEIDA } ss:

On this 23rd day of August, 1976, before me, a Notary Public in and for the State of New York, personally came J. B. RIFFLE and GEORGE L. RUTHERFORD to me known, who acknowledged execution of the preceding instrument and, being by me duly sworn, do depose and say, that they are *President* and *Secretary pro tem* respectively of UTICA MUTUAL INSURANCE COMPANY; that the seal affixed to said instrument is the corporate seal of UTICA MUTUAL INSURANCE COMPANY; that said corporate seal is affixed and their signatures subscribed to said instrument by authority and order of the Board of Directors of said Corporation.

In Testimony Whereof, I have hereunto set my hand and affixed my Official Seal at New Hartford, New York, the day and year first above written.

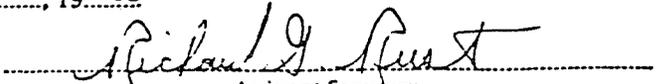



Notary Public

STATE OF NEW YORK }
COUNTY OF ONEIDA } ss:

I, Richard G. Rust Assistant Secretary of the UTICA MUTUAL INSURANCE COMPANY do hereby certify that the foregoing is a true and correct copy of a Power of Attorney, executed by said UTICA MUTUAL INSURANCE COMPANY, which is still in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the Seal of the said Corporation at New Hartford, New York, this 16th day of May, 1983.


Assistant Secretary

BOND INFORMATION

PNC Bank, National Association
Trade Service Operations
3rd Floor
500 First Avenue
Pittsburgh, PA 15219
Mail Stop: P7-PFSC-03-T

Telex: 866533
Swift: PNCCUS33
Answerback: Firstbank Pgh
Telephone: 1-800-682-4689



DATE: DECEMBER 9, 2003

BENEFICIARY:
STATE OF UTAH
DIVISION OF OIL, GAS & MINING
SEE COMPLETE NAME AND ADDRESS BELOW
SALT LAKE CITY UT 84114-5801

APPLICANT:
ANDALEX RESOURCES INC.
P.O. BOX 902
PRICE UT 84501

OUR REFERENCE: S262710PGH

IRREVOCABLE STANDBY LETTER OF CREDIT

STANDBY LETTER OF CREDIT NO.: S262710PGH

CURRENCY/AMOUNT: USD 651,000.00
NOT EXCEEDING USD SIX HUNDRED FIFTY ONE THOUSAND AND
00/100'S

ISSUE DATE: DECEMBER 9, 2003
EXPIRY DATE: DECEMBER 1, 2004
EXPIRY PLACE: PITTSBURGH, PA

BENEFICIARY'S COMPLETE NAME AND ADDRESS:

STATE OF UTAH
DIVISION OF OIL, GAS & MINING
ATTN: PAMELA GRUBAUGH-LITTIG
1504 WEST NORTH TEMPLE, SUITE 1210
PO BOX 145801
SALT LAKE CITY, UT 84114-5801

REF.: PERMIT NO. C/007/019

ON BEHALF OF ANDALEX RESOURCES, INC. (THE "PERMITTEE"), WE HEREBY
ESTABLISH OUR IRREVOCABLE LETTER OF CREDIT IN YOUR FAVOR, PAYABLE IN
PART OR FULL TO THE STATE OF UTAH, DIVISION OF OIL, GAS AND MINING,
AVAILABLE BY YOUR DRAFT(S) AT SIGHT DRAWN ON PNC BANK, NATIONAL
ASSOCIATION IN AN AMOUNT NOT TO EXCEED \$651,000.00, ACCOMPANIED BY A
STATEMENT PURPORTEDLY SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE

PNC Bank, National Association
Trade Service Operations
3rd Floor
500 First Avenue
Pittsburgh, PA 15219
Mail Stop: P7-PFSC-03-T

Telex: 866533
Swift: PNCCUS33
Answerback: Firstbank Pgh
Telephone: 1-800-682-4689



THIS IS AN INTEGRAL PART OF L/C NO. S262710PGH

PAGE... 2

DIVISION OF OIL, GAS AND MINING ("DOGM") CERTIFYING THAT THE DRAWING IS PURSUANT TO R645-301-880-900, BECAUSE OF ONE OR MORE VIOLATIONS OF THE SURFACE MINING CONTROL AND RECLAMATION ACT, THE REGULATORY PROGRAM, THE PERMIT AND THE RECLAMATION PLAN.

THIS LETTER OF CREDIT WILL AUTOMATICALLY BE EXTENDED FOR PERIODS OF ONE YEAR FROM ANY SCHEDULED EXPIRATION DATE (AS ORIGINALLY SCHEDULED OR AUTOMATICALLY EXTENDED) UNLESS NINETY (90) DAYS PRIOR TO SUCH DATE WE NOTIFY YOU IN WRITING BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, THAT WE ELECT NOT TO EXTEND THIS LETTER OF CREDIT FOR SUCH ADDITIONAL PERIOD.

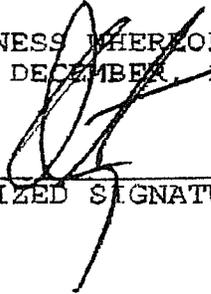
UPON RECEIPT BY YOU OF SUCH NOTICE, YOU MAY DRAW ON US AT SIGHT FOR THE AMOUNT OF THIS LETTER OF CREDIT BEGINNING 30 DAYS OR LESS PRIOR TO THE THEN APPLICABLE EXPIRATION DATE, BY YOUR DRAFT AS DESCRIBED ABOVE ACCOMPANIED BY A STATEMENT SIGNED BY DOGM'S BOND APPROVING OFFICER CERTIFYING THAT THE AMOUNT OF THE DRAWING REPRESENTS FUNDS DUE DOGM BECAUSE THE PERMITTEE HAS FAILED TO REPLACE THIS LETTER OF CREDIT BY OTHER SUITABLE BOND PURSUANT TO R645-301-860.222 AND R645-301-870.

WE CERTIFY THAT THE AMOUNT OF THE CREDIT HEREIN ESTABLISHED WILL NOT BE REDUCED FOR ANY REASON DURING THE PERIOD OF THIS INSTRUMENT WITHOUT THE WRITTEN CONSENT OF DOGM. WE WILL GIVE PROMPT NOTICE TO THE PERMITTEE AND TO DOGM'S BOND APPROVING OFFICER OF ANY NOTICE RECEIVED OR ACTION FIELD ALLEGING THE INSOLVENCY OR BANKRUPTCY OF THE BANK, OR ALLEGING ANY VIOLATIONS OF REGULATORY REQUIREMENTS WHICH COULD RESULT IN SUSPENSION OR REVOCATION OF THE BANKS CHARTER OR LICENSE TO DO BUSINESS.

IN THE EVENT THE BANK BECOMES UNABLE TO FULFILL OUR OBLIGATIONS UNDER THIS LETTER OF CREDIT FOR ANY REASON, NOTICE SHALL BE GIVEN IMMEDIATELY TO THE PERMITTEE AND TO DOGM'S BOND APPROVING OFFICER.

THIS LETTER OF CREDIT IS SUBJECT TO THE UNIFORM CUSTOMS & PRACTICE FOR DOCUMENTARY CREDITS (1993 REVISION) INTERNATIONAL CHAMBER OF COMMERCE, PUBLICATION NO. 500.

IN WITNESS WHEREOF, THE BANK HAS HEREUNTO SET ITS SIGNATURE THIS 9TH DAY OF DECEMBER, 2003.



AUTHORIZED SIGNATURE

PNC Bank, National Association
Trade Service Operations
3rd Floor
500 First Avenue
Pittsburgh, PA 15219
Mail Stop: P7-PFSC-03-T

Telex: 886833
Swift: PNCCUS33
Answerback: Firstbank Pgh
Telephone: 1-800-682-4689



THIS IS AN INTEGRAL PART OF L/C NO. S262710PGH

PAGE... 3

PNC BANK, NATIONAL ASSOCIATION
TRADE SERVICES DEPARTMENT

THIS IS OPERATIVE DOCUMENT.

EXHIBIT "D"

**Stipulation to Revise
Reclamation Agreement
(Federal)**

Exhibit "D"
Stipulation to Revise
Reclamation Agreement
Federal

Permit Number: C007/033
Effective Date: May 5, 1999
Bond Number: 400776222

**COAL
STIPULATION TO REVISE RECLAMATION AGREEMENT**

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This **STIPULATION TO REVISE RECLAMATION AGREEMENT** entered into by and between the **PERMITTEE** and **DIVISION** incorporates the following revisions or changes to the **RECLAMATION AGREEMENT**: (Identify and Describe Revisions below)

The Reclamation Bond has been changed from a Surety to an Irrevocable Letter of Credit.

In accordance with this **STIPULATION TO REVISE RECLAMATION AGREEMENT**, the following Exhibits have been replaced by the **PERMITTEE** and are approved by the **DIVISION**.

N/A Replace the Reclamation agreement in its entirety.

N/A Replace Exhibit "A"- permit area.

N/A Replace Exhibit "B"- bonding agreement

N/A Replace Exhibit "C"- liability insurance

The bonding amount is revised from \$ 813,795.00 to \$ 651,000.00

The bonding type is changed from Surety to Letter of Credit.

The surface disturbance is revised from N/A acre to N/A acres.

The expiration date is revised from 11/30/03 to 12/01/04.

The liability insurance carrier is changed from N/A to N/A.

The amount of insurance coverage for bodily injury and property damage is changed from \$ N/A to \$ N/A.

Exhibit "D"
Stipulation to Revise
Reclamation Agreement
Federal

ANDALEX

IN WITNESS WHEREOF, Resources, Inc. the PERMITTEE has hereunto set
its signature and seal this 2nd day of February, 2004.



PERMITTEE

By: John Bradshaw

Title: V.P. Finance

ACCEPTED BY THE STATE OF UTAH this ___ day of _____, 20__.

Director,
Division of Oil, Gas and Mining

NOTE: An Affidavit of Qualification must be completed and attached to this form for each authorized agent or officer. Where one signs by virtue of Power or Attorney of a company, such Power of Attorney must be filed with this Agreement. If the PERMITTEE is a corporation, the Agreement shall be executed by its duly authorized officer.



State of Utah

Department of
Natural ResourcesDivision of
Oil, Gas & MiningROBERT L. MORGAN
*Executive Director*LOWELL P. BRAXTON
*Division Director*OLENE S. WALKER
*Governor*GAYLE F. McKEACHNIE
Lieutenant Governor

February 2, 2004

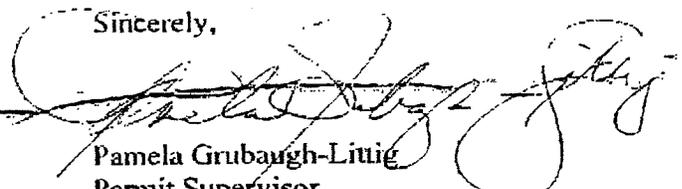
CERTIFIED MAIL
7099 3400 0016 8895 5927Susan Bingham
Underwriters Safety & Claims
P.O. Box 23790
Louisville, Kentucky 40223Re: Release of Surety Bond #400776222 - Continental Casualty Company,
Andalex Resources, Inc., Wildcat Loadout, C/007/0033, Outgoing File

Dear Ms. Bingham:

Enclosed please find original bond #400776222 issued by Continental Casualty Company in the amount of \$813,795. Irrevocable Letter of Credit #S262710PGH issued by PNC in the amount of \$651,000 has been accepted as the replacement bond to guarantee reclamation at the Wildcat Loadout, effective December 9, 2003. This bond replacement does not constitute bond release.

If you have any questions, please call me at (801) 538-5268.

Sincerely,


Pamela Grubaugh-Littig
Permit Supervisoran
Enclosure ✓
cc: Mike Glasson
Price Field Office
O:\007033.WC\FINAL\pglrelicascofbond.doc

Bonding Calculations

Direct Costs

Subtotal Demolition and Removal	\$144,183.00
Subtotal Backfilling and Grading	\$173,693.00
Subtotal Revegetation	\$162,323.00
Direct Costs	\$480,199.00

Indirect Costs

Mob/Demob	\$48,020.00	10.0%
Contingency	\$24,010.00	5.0%
Engineering Redesign	\$12,005.00	2.5%
Main Office Expense	\$32,654.00	6.8%
Project Management Fee	\$12,005.00	2.5%
Subtotal Indirect Costs	\$128,694.00	26.8%

Total Cost	\$608,893.00
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Escalation factor		0.0444
Number of years		1
Escalation	\$27,035.00	

Reclamation Cost Escalated	\$635,928.00
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Bond Amount (rounded to nearest \$1,000) 2006 dollars	\$636,000.00
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Bond Posted 2006 dollars	\$651,000.00
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Difference Between Cost Estimate and Bond	\$15,000.00
Percent Difference	2.36%

Ref.	Description	Materials	Means Reference Number	Unit Cost	Unit	Length	Width	Height	Diameter	Area	Volume	Weight	Density	Time	Number	Unit	Swell Factor	Quantity	Unit	Cost	
	Leading Bin 01																				
	Structure's Demolition Cost	Steel Bid Large	02220 110 0012	0.2/CF		15	15	12								FT		2700	CF	540	
	Rubble's Weight (excl. steel)																				
	Truck's Capacity																				
	Haulage																				
	Transportation Cost Non Steel Truck																				
	Transportation Cost Non Steel Drive																				
	Disposal Cost Non Steel																				
	Steel's Weight																				
	Truck's Capacity																				
	Haulage																				
	Transportation Cost Steel Truck																				
	Transportation Cost Steel Truck Drive																				
	Disposal Cost Steel																				
	Subtotal																				540
	Equipment's Disposal Cost																				
	Dismantling Cost																				
	Equipment's Vol. Demolished																				
	Loading Costs																				
	Transport Costs																				
	Disposal Costs																				
	Subtotal																				
	Concrete Demolition																				
	Concrete Demolition Cost	Concrete demolition	ConcreteDemo1	3.97/CF		30	18	1								FT	1.3	20	CY	79	
	Concrete's Vol. Demolished																				
	Loading Cost	Front end loader 3 CY	02315 424 1300	1.39/CF																	26
	Transportation Cost	12 CY (16 Ton) Dump Truck 112 ml. md. thl	02315 480 0320	3.44/CF																	26
	Disposal Costs	On site disposal	02220 240 5550	7.6/CF																	26
	Subtotal																				193
	Concrete Demolition																				
	Demolition Cost																				
	Concrete's Vol. Demolished																				
	Loading Cost																				
	Transportation Cost																				
	Disposal Costs																				
	Subtotal																				402
	Total																				942

Ref.	Description	Materials	Means Reference Number	Unit Cost	Unit	Length	Width	Height	Diameter	Area	Volume	Weight	Density	Time	Number	Unit	Swell Factor	Quantity	Unit	Cost	
	Scales D2																				
	Structure's Demolition Cost	Mixed Materials Bid Large	02220 110 0100	0.21 /CF		14	60	8								FT	0.35	6720 /CF		1411	
	Structure's Vol. Demolished																				
	Rubble's Weight (exclude steel)																				
	Truck's Capacity																				
	Haulage																				
	Transportation Cost Non Steel Truck																				
	Transportation Cost Non Steel Drive																				
	Disposal Cost Non Steel																				
	Steel's Weight	City Services	City Service Price		4 /CY														87 /CY	348	
	Truck's Capacity																				
	Haulage																				
	Transportation Cost Steel Truck																				
	Transportation Cost Steel Truck Drive																				
	Disposal Cost Steel																				
	Subtotal																				1789
	Structure's Demolition Cost	Steel Bid Large	02220 110 0012	0.2 /CF		14	60	8								FT			6720 /CF	1344	
	Structure's Vol. Demolished																				
	Rubble's Weight (exclude steel)																				
	Truck's Capacity																				
	Haulage																				
	Transportation Cost Non Steel Truck																				
	Transportation Cost Non Steel Drive																				
	Disposal Cost Non Steel																				
	Steel's Weight																				
	Truck's Capacity																				
	Haulage																				
	Transportation Cost Steel Truck																				
	Transportation Cost Steel Truck Drive																				
	Disposal Cost Steel																				
	Subtotal																				1344
	Concrete Demolition	Concrete demolition	ConcreteDemo1	3.97 /CY		14	70	0.5								FT	1.3	18 /CY		71	
	Demolition Cost																				
	Concrete's Vol. Demolished																				
	Front end loader 3 CY		02315 424 1300	1.39 /CY																	
	Loading Cost																				
	Transportation Cost	12 CY (16 Ton) Dump Truck 1/2 mi. md. thk.	02315 490 0320	3.44 /CY																	
	Disposal Costs	On site disposal	02220 240 5550	7.6 /CY																	
	Subtotal																				357
	Asphalt's Demolition Cost	Concrete demolition	ConcreteDemo1	3.97 /CY		10	12	0.25								FT			1 /CY	4	
	Demolition Cost																				
	Concrete's Vol. Demolished																				
	Front end loader 3 CY		02315 424 1300	1.39 /CY																	
	Loading Cost																				
	Transportation Cost	12 CY (16 Ton) Dump Truck 1/2 mi. md. thk.	02315 490 0320	3.44 /CY																	
	Disposal Costs	On site disposal	02220 240 5550	7.6 /CY																	
	Subtotal																				18
	Rebar's Demolition Cost	Concrete demolition	ConcreteDemo1	3.97 /CY		340	20	0.25								FT			63 /CY	250	
	Demolition Cost																				
	Concrete's Vol. Demolished																				
	Front end loader 3 CY		02315 424 1300	1.39 /CY																	
	Loading Cost																				
	Transportation Cost	12 CY (16 Ton) Dump Truck 1/2 mi. md. thk.	02315 490 0320	3.44 /CY																	
	Disposal Costs	On site disposal	02220 240 5550	7.6 /CY																	
	Subtotal																				1286
	Total																				4745

Ref.	Description	Materials	Means Reference Number	Unit Cost	Unit	Length	Width	Height	Diameter	Area	Volume	Weight	Density	Time	Number	Unit	Spill Factor	Quantity	Unit	Cost	
	Substation 03																				
	Structures Demolition Cost	Mechanical equipment heavy	15055 200 3600	605 /ton									3			ton			3 ton	2415	
	Rubble's Weight (exclude steel)																				
	Truck's Capacity																				
	Headage																				
	Transportation Cost Non Steel Truck																				
	Transportation Cost Non Steel Drive																				
	Disposal Cost Non Steel																				
	Steel's Weight																				
	Truck's Capacity																				
	Headage																				
	Transportation Cost Steel Truck																				
	Transportation Cost Steel Truck Drive																				
	Disposal Cost Steel																				
	Subtotal																			2415	
	Equipment's Disposal Cost																				
	Dismantling Cost	Chain link remove 8'-10'	02220 220 1700	2.92 /L.F		250										FT		250 FT	730		
	Equipment's Vol. Demolished																				
	Loading Costs																				
	Transport Costs																				
	Disposal Costs																				
	Subtotal																			730	
	Equipment's Disposal Cost																				
	Dismantling Cost	Powerpole	Hawatha	100 EA												13 EA		13 EA	1300		
	Equipment's Vol. Demolished																				
	Loading Costs																				
	Transport Costs																				
	Disposal Costs																				
	Subtotal																			1300	
	Concrete Demolition																				
	Demolition Cost	Concrete demolition	ConcreteDemol1	3.97 /CY		25	15	0.5											7 CY	28	
	Concrete's Vol. Demolished																				
	Loading Cost	Front end loader 3 CY	02315 424 1300	1.39 /CY															9 CY	13	
	Transportation Cost	12 CY (16 Ton) Dump Truck 1/2 mi. mtd. htl	02315 490 0320	3.44 /CY															9 CY	31	
	Disposal Costs	On site disposal	02220 240 5550	7.6 /CY															9 CY	68	
	Subtotal																			140	
	Concrete Demolition																				
	Demolition Cost	Concrete demolition	ConcreteDemol1	3.97 /CY		25	15	0.5											7 CY	28	
	Concrete's Vol. Demolished																				
	Loading Cost	Front end loader 3 CY	02315 424 1300	1.39 /CY															9 CY	13	
	Transportation Cost	12 CY (16 Ton) Dump Truck 1/2 mi. mtd. htl	02315 490 0320	3.44 /CY															9 CY	31	
	Disposal Costs	On site disposal	02220 240 5550	7.6 /CY															9 CY	68	
	Subtotal																			140	
	Total																			4725	

Demolition Costs

Ref.	Description	Materials	Means Reference Number	Unit Cost	Unit	Length	Width	Height	Diameter	Area	Volume	Weight	Density	Time	Number	Unit	Swell Factor	Quantity	Unit	Cost	
	Truck Dump West 04																				
	Structure's Demolition Cost	Steel Rib Lame	02220.110.0012	0.2/CF		40	14	15								FT		8400	CF	1680	
	Rubble's Weight (exclude steel)																				
	Truck's Capacity																				
	Haulage																				
	Transportation Cost Non Steel Truck																				
	Transportation Cost Non Steel Drive																				
	Disposal Cost Non Steel																				
	Steel's Weight																				
	Truck's Capacity																				
	Haulage																				
	Transportation Cost Steel Truck																				
	Transportation Cost Steel Truck Drive																				
	Disposal Cost Steel																				
	Subtotal																				1680
	Equipment's Disposal Cost																				
	Dismantling Cost																				
	Equipment's Vol Demolished																				
	Loading Costs																				
	Transport Costs																				
	Disposal Costs																				
	Subtotal																				
	Concrete Demolition																				
	Demolition Cost	Concrete demolition	ConcreteDemo1	3.97/CF																	
	Concrete's Vol Demolished																				
	Loading Cost																				
	Transportation Cost																				
	Disposal Costs																				
	Subtotal																				
	Concrete Demolition																				
	Demolition Cost																				
	Concrete's Vol Demolished																				
	Loading Cost																				
	Transportation Cost																				
	Disposal Costs																				
	Subtotal																				
	Concrete Demolition																				
	Demolition Cost																				
	Concrete's Vol Demolished																				
	Loading Cost																				
	Transportation Cost																				
	Disposal Costs																				
	Subtotal																				
	Total																				2387

Ref.	Description	Materials	Means Reference Number	Unit Cost	Unit	Length	Width	Height	Diameter	Area	Volume	Weight	Density	Time	Number	Unit	Steel Factor	Quantity	Unit	Cost	
	Quashing Part West 05																				
	Structure's Demolition Cost	Steel Bid Large	02220 110 0012	0.2/CF		20	15	10								FT		3000	CF	600	
	Rubber's Weight (exclude steel)																				
	Truck's Capacity																				
	Haulage																				
	Transportation Cost Non Steel Truck																				
	Transportation Cost Non Steel Drive																				
	Disposal Cost Non Steel																				
	Steel's Weight																				
	Truck's Capacity																				
	Haulage																				
	Transportation Cost Steel Truck																				
	Transportation Cost Steel Truck Drive																				
	Disposal Cost Steel																				
	Subtotal																				690
	Equipment's Disposal Cost																				
	Dismantling Cost																				
	Equipment's Vol. Demolished																				
	Loading Costs																				
	Transport Costs																				
	Disposal Costs																				
	Subtotal																				
	Concrete Demolition																				
	Demolition Cost	Concrete demolition	ConcreteDem1	3.87/CF		20	15	1								FT		11	CF	44	
	Concrete's Vol. Demolished																	1.3			
	Loading Cost	Front end loader 3 CY	02315 424 1300	1.39/CF																	19
	Transportation Cost	12 CY (16 Ton) Dump Truck 112 mi. rnd. th.	02315 490 0520	3.44/CF																	48
	Disposal Costs	On site disposal	02220 240 5550	7.6/CF																	106
	Subtotal																				217
	Concrete Demolition																				
	Demolition Cost																				
	Concrete's Vol. Demolished																				
	Loading Cost																				
	Transportation Cost																				
	Disposal Costs																				
	Subtotal																				
	Total																				617

Ref.	Description	Materials	Means Reference Number	Unit Cost	Unit	Length	Width	Height	Diameter	Area	Volume	Weight	Density	Time	Number	Unit	Swell Factor	Quantity	Unit	Cost	
	Radial Shearer/West 06																				
	Structure Demolition Cost	Steel Bid Large	02220 110 0012	0.2/CF		150	8	8								FT		9900 CF		1920	
	Structure's Vol Demolished																				
	Rubber's Weight (exclude steel)																				
	Truck's Capacity																				
	Haulage																				
	Transportation Cost Non Steel Truck																				
	Transportation Cost Non Steel Drive																				
	Disposal Cost Non Steel																				
	Steel's Weight																				
	Truck's Capacity																				
	Haulage																				
	Transportation Cost Steel Truck																				
	Transportation Cost Steel Truck Drive																				
	Disposal Cost Steel																				
	Subtotal																				1920
	Equipment's Disposal Cost																				
	Dismantling Cost																				
	Equipment's Vol Demolished																				
	Loading Costs																				
	Transport Costs																				
	Disposal Costs																				
	Subtotal																				
	Concrete Demolition																				
	Demolition Cost	Concrete demolition	Concrete/Demol	3.97/ICY		150	8	1								FT	1.3	44 CY		175	
	Concrete's Vol Demolished																				
	Loading Cost	Front and loader 3 CY	02315 424 1320	1.39/ICY																	
	Transportation Cost	12 C/1 (6 160) Dump Truck 112 mi. and th	02315 490 0320	3.44/ICY																	
	Disposal Costs	On site disposal	02220 240 5550	7.6/ICY																	
	Subtotal																				895
	Concrete Demolition																				
	Demolition Cost																				
	Concrete's Vol Demolished																				
	Loading Cost																				
	Transportation Cost																				
	Disposal Costs																				
	Subtotal																				
	Concrete Demolition																				
	Demolition Cost																				
	Concrete's Vol Demolished																				
	Loading Cost																				
	Transportation Cost																				
	Disposal Costs																				
	Subtotal																				
	Total																				2903

Ref	Description	Materials	Means Reference Number	Unit Cost	Unit	Length	Width	Height	Diameter	Area	Volume	Weight	Density	Time	Number	Unit	Swell Factor	Quantity	Unit	Cost	
	Reclaim Tunnel West 07																				
	Structural Demolition Cost	Steel Bolt, Large	02220 110 0012	0.2	ICF	180	14	8								FT		21280	CF	4256	
	Rubble's Weight (exclude steel)																				
	Truck's Capacity																				
	Haulage																				
	Transportation Cost Non Steel Truck																				
	Transportation Cost Non Steel Dms																				
	Disposal Cost Non Steel																				
	Steel's Weight																				
	Truck's Capacity																				
	Haulage																				
	Transportation Cost Steel Truck																				
	Transportation Cost Steel Truck Dive																				
	Disposal Cost Steel																				
	Subtotal																				4256
	Equipment's Disposal Cost																				
	Dismantling Cost																				
	Equipment's Vol Demolished																				
	Loading Costs																				
	Transport Costs																				
	Disposal Costs																				
	Subtotal																				
	Concrete Demolition																				
	Demolition Cost	Concrete demolition	ConcreteDemol	3.87	ICY	180	14	1								FT	1.3	99	CY	393	
	Concrete's Vol Demolished																				
	Loading Cost	Front end loader 3 CY	02315 424 1300	1.39	ICY																179
	Transportation Cost	12 CY (16 150) Dump Truck 112 mL and bh	02315 480 0920	3.44	ICY																444
	Disposal Costs	On site disposal	02220 240 5550	7.6	ICY																980
	Subtotal																				1993
	Concrete Demolition																				
	Demolition Cost																				
	Concrete's Vol Demolished																				
	Loading Cost																				
	Transportation Cost																				
	Disposal Costs																				
	Subtotal																				
	Concrete Demolition																				
	Demolition Cost																				
	Concrete's Vol Demolished																				
	Loading Cost																				
	Transportation Cost																				
	Disposal Costs																				
	Subtotal																				
	Total																				6252

Ref.	Description	Materials	Means Reference Number	Unit Cost	Unit	Length	Width	Height	Diameter	Area	Volume	Weight	Density	Time	Number	Unit	Swell Factor	Quantity	Unit	Cost	
	Loadout Conveyor West 08	Steel Bid Large	02220 110 0012	0.2/CF		320	4	4								FT		5120	CF	1024	
	Structure's Demolition Cost																				
	Structure's Vol. Demolished																				
	Rubble's Weight (exclude steel)																				
	Truck's Capacity																				
	Hearse																				
	Transportation Cost Non Steel Truck																				
	Transportation Cost Non Steel Drive																				
	Disposal Cost Non Steel																				
	Steel's Weight																				
	Truck's Capacity																				
	Hardware																				
	Transportation Cost Steel Truck																				
	Transportation Cost Steel Truck Drive																				
	Disposal Cost Steel																				
	Subtotal																				1024
	Equipment's Disposal Cost																				
	Dismantling Cost																				
	Equipment's Vol. Demolished																				
	Loading Costs																				
	Transport Costs																				
	Disposal Costs																				
	Subtotal																				
	Concrete Demolition																				
	Demolition Cost																				
	Concrete's Vol. Demolished																				
	Loading Cost																				
	Transportation Cost																				
	Disposal Costs																				
	Subtotal																				
	Concrete Demolition																				
	Demolition Cost																				
	Concrete's Vol. Demolished																				
	Loading Cost																				
	Transportation Cost																				
	Disposal Costs																				
	Subtotal																				
	Total																				1024

Ref.	Description	Materials	Means Reference Number	Unit Cost	Unit	Length	Width	Height	Diameter	Area	Volume	Weight	Density	Time	Number	Unit	Snell Factor	Quantity	Unit	Cost	
	Central Building West 09																				
	Structure's Demolition Cost	Steel Bid Large	02220 110 0012	0.2 /CF		30	15	8								FT		3600	CF	720	
	Structure's Vol. Demolished																				
	Rubber's Weight (exclude steel)																				
	Truck's Capacity																				
	Haulage																				
	Transportation Cost Non Steel Truck																				
	Disposal Cost Non Steel																				
	Steel's Weight																				
	Truck's Capacity																				
	Haulage																				
	Transportation Cost Steel Truck																				
	Disposal Cost Steel Truck Drive																				
	Disposal Cost Steel																				
	Subtotal																				720
	Equipment's Disposal Cost																				
	Dismantling Cost																				
	Equipment's Vol. Demolished																				
	Loading Costs																				
	Transport Costs																				
	Disposal Costs																				
	Subtotal																				
	Concrete Demolition																				
	Demolition Cost	Concrete demolition	Concrete/Demol	3.97 /CY		40	20	0.5													60
	Concrete's Vol. Demolished																				15 CY
	Loading Cost	Front end loader 3 CY	02315 424 1300	1.39 /CY																	20 CY
	Transportation Cost	12 CY (18 Ton) Dump Truck 1/2 mi. rnd. trk	02315 480 0320	3.44 /CY																	20 CY
	Disposal Costs	On site disposal	02220 240 5550	7.6 /CY																	20 CY
	Subtotal																				152
	Concrete Demolition																				
	Demolition Cost																				
	Concrete's Vol. Demolished																				
	Loading Cost																				
	Transportation Cost																				
	Disposal Costs																				
	Subtotal																				
	Concrete Demolition																				
	Demolition Cost																				
	Concrete's Vol. Demolished																				
	Loading Cost																				
	Transportation Cost																				
	Disposal Costs																				
	Subtotal																				
	Total																				1023

Ref	Description	Materials	Means Reference Number	Unit Cost	Unit	Length	Width	Height	Diameter	Area	Volume	Weight	Density	Time	Number	Unit	Swell Factor	Quantity	Unit	Cost	
	Truck Dump Reclaim 10																				
	Structures Vol Demolished	Steel Bid Large	02220 110 0012	0.2/CF		40	14	15								FT		8400	CF	1880	
	Rubber's Weight (exclude steel)																				
	Truck's Capacity																				
	Haulage																				
	Transportation Cost Non Steel Truck																				
	Transportation Cost Non Steel Drive																				
	Steel's Weight																				
	Truck's Capacity																				
	Haulage																				
	Transportation Cost Steel Truck																				
	Transportation Cost Steel Truck Drive																				
	Disposal Cost Steel																				
	Subtotal																				1880
	Equipment's Disposal Cost																				
	Dismantling Cost																				
	Equipment's Vol Demolished																				
	Loading Costs																				
	Transport Costs																				
	Disposal Costs																				
	Subtotal																				
	Concrete Demolition	Concrete demolition	ConcreteDemol1	3.97/ICY																	
	Concrete's Vol Demolished										75										
	Loading Cost	Front end loader 3 CY	02315 424 1300	1.39/ICY																	298
	Transportation Cost	12 CY (16 Ton) Dump Truck 1/2 mi. rd. tnl	02315 480 0320	3.44/ICY																	136
	Disposal Costs	On site disposal	02220 240 5550	7.8/ICY																	337
	Subtotal																				1518
	Concrete Demolition																				
	Demolition Cost																				
	Concrete's Vol Demolished																				
	Loading Cost																				
	Transportation Cost																				
	Disposal Costs																				
	Subtotal																				
	Total																				3181

Ref.	Description	Materials	Means Reference Number	Unit Cost	Unit	Length	Width	Height	Diameter	Area	Volume	Weight	Density	Time	Number	Unit	Swell Factor	Quantity	Unit	Cost	
	Conveyor T-11																				
	Structure's Demolition Cost	Steel Bld. Large	02220 110 0012	0.2 /CF		250	4	4								FT		4000	CF	800	
	Structure's Vol. Demolished																				
	Truck's Weight (exclude steel)																				
	Truck's Capacity																				
	Haulage																				
	Transportation Cost (Non Steel Truck)																				
	Transportation Cost (Non Steel Drive)																				
	Disposal Cost (Non Steel)																				
	Steel's Weight																				
	Truck's Capacity																				
	Haulage																				
	Transportation Cost Steel Truck																				
	Transportation Cost Steel Truck Drive																				
	Disposal Cost Steel																				
	Subtotal																				800
	Equipment's Disposal Cost																				
	Dismantling Cost																				
	Equipment's Vol. Demolished																				
	Loading Costs																				
	Transport Costs																				
	Disposal Costs																				
	Subtotal																				
	Concrete Demolition	Concrete demolition	ConcreteDemol	3.97 /CY		15	35	1								FT		1.3	18	CY	75
	Demolition Cost																				
	Concrete's Vol. Demolished																				
	Loading Cost	Front end loader 3 CY	02315 424 1300	1.39 /CY																	28
	Transportation Cost	12 CY (18 Ton) Dump Truck 1/2 mi. rnd. th	02315 490 0320	3.44 /CY																	28
	Disposal Cost	On site disposal	02220 240 5550	7.6 /CY																	25
	Subtotal																				190
	Concrete Demolition																				
	Demolition Cost																				
	Concrete's Vol. Demolished																				
	Loading Cost																				
	Transportation Cost																				
	Disposal Cost																				
	Subtotal																				
	Concrete Demolition																				
	Demolition Cost																				
	Concrete's Vol. Demolished																				
	Loading Cost																				
	Transportation Cost																				
	Disposal Cost																				
	Subtotal																				
	Total																				1,188

Ref.	Description	Materials	Means Reference Number	Unit Cost	Unit	Length	Width	Height	Diameter	Area	Volume	Weight	Density	Time	Number	Unit	Swell Factor	Quantity	Unit	Cost	
	Crusher Screen Plant 12																				
	Structure's Demolition Cost	Steel Bid, Large	02220 110.0012		0.2 /CF	44	20	15								FT		13200	CF	2640	
	Structure's Vol. Demolished																				
	Rubble's Weight (exclude steel)																				
	Trucks Capacity																				
	Haulage																				
	Transportation Cost Non Steel Truck																				
	Transportation Cost Non Steel Drive																				
	Disposal Cost Non Steel																				
	Steel's Weight																				
	Trucks Capacity																				
	Haulage																				
	Transportation Cost Steel Truck																				
	Transportation Cost Steel Truck Drive																				
	Disposal Cost Steel																				
	Subtotal																				2840
	Structure's Demolition Cost	Steel Bid, Large	02220 110.0012		0.2 /CF	35	30	8								FT		8400	CF	1680	
	Structure's Vol. Demolished																				
	Rubble's Weight (exclude steel)																				
	Trucks Capacity																				
	Haulage																				
	Transportation Cost Non Steel Truck																				
	Transportation Cost Non Steel Drive																				
	Disposal Cost Non Steel																				
	Steel's Weight																				
	Trucks Capacity																				
	Haulage																				
	Transportation Cost Steel Truck																				
	Transportation Cost Steel Truck Drive																				
	Disposal Cost Steel																				
	Subtotal																				1680
	Concrete Demolition	Concrete demolition	ConcreteDemol		3.97 /CY	57	50	1								FT		108	CY	421	
	Concrete's Vol. Demolished	Front end loader 3 CY	02315 424 1300		1.39 /CY													139	CY	192	
	Loading Cost	12 CY 116 Ton Dump Truck 112 ml. ind. til	02315 490 0390		3.44 /CY													138	CY	475	
	Transportation Cost	On site disposal	02220 240 5550		7.6 /CY													138	CY	1049	
	Disposal Costs																				2137
	Subtotal																				6457
	Concrete Demolition																				
	Demolition Cost																				
	Concrete's Vol. Demolished																				
	Loading Cost																				
	Transportation Cost																				
	Disposal Costs																				
	Subtotal																				
	Total																				6457

Ref.	Description	Materials	Means Reference Number	Unit Cost	Unit	Length	Width	Height	Diameter	Area	Volume	Weight	Density	Time	Number	Unit	Swell Factor	Quantity	Unit	Cost	
	Lump Cost Ball 13																				
	Structure's Vol. Demolished	Steel Bid, Large	02220 110 0012	0.2 /CF		100	3	3								FT		800	CF	180	
	Rubble's Weight (exclude steel)																				
	Truck's Capacity																				
	Handling																				
	Transportation Cost Non Steel Truck																				
	Transportation Cost Non Steel Drive																				
	Disposal Cost Non Steel																				
	Spells Weight																				
	Truck's Capacity																				
	Handling																				
	Transportation Cost Steel Truck																				
	Transportation Cost Steel Truck Drive																				
	Disposal Cost Steel																				
	Subtotal																				180
	Equipment's Disposal Cost																				
	Dismantling Cost																				
	Equipment's Vol. Demolished																				
	Leading Costs																				
	Transport Costs																				
	Disposal Costs																				
	Subtotal																				
	Concrete Demolition																				
	Concrete Demolition	Concrete demolition	ConcreteDemol	3.97 /CY																	
	Concrete's Vol. Demolished										10										
	Leading Cost	Front end loader 3 CY	02215 424 1300	1.99 /CY																	40
	Transportation Cost	12 CY (18 Ton) Dump Truck 1/2 mi. and th	02215 480 0320	3.44 /CY																	18
	Disposal Costs	On site disposal	02220 240 5550	7.6 /CY																	48
	Subtotal																				99
	Concrete Demolition																				
	Demolition Cost																				
	Concrete's Vol. Demolished																				
	Leading Cost																				
	Transportation Cost																				
	Disposal Costs																				
	Subtotal																				
	Concrete Demolition																				
	Demolition Cost																				
	Concrete's Vol. Demolished																				
	Leading Cost																				
	Transportation Cost																				
	Disposal Costs																				
	Subtotal																				
	Total																				382

Ref.	Description	Materials	Means Reference Number	Unit Cost	Unit	Length	Width	Height	Diameter	Area	Volume	Weight	Density	Time	Number	Unit	Swell Factor	Quantity	Unit	Cost	
	Stoker Radial Stacker 14	Steel Bid, Large	02220 110 0012	0.2	CF	100	10	10								FT		10000	CF	2000	
	Structure's Demolition Cost																				
	Rubber's Weight (exclude steel)																				
	Trucks Capacity																				
	Handling																				
	Transportation Cost Non Steel Truck																				
	Transportation Cost Non Steel Drive																				
	Disposal Cost Non Steel																				
	Steel's Weight																				
	Truck's Capacity																				
	Handling																				
	Transportation Cost Steel Truck																				
	Transportation Cost Steel Truck Drive																				
	Disposal Cost Steel																				
	Subtotal																				2000
	Equipment's Disposal Cost																				
	Dismantling Cost																				
	Equipment's Vol. Demolished																				
	Loading Costs																				
	Transport Costs																				
	Disposal Costs																				
	Subtotal																				
	Concrete Demolition																				
	Demolition Cost	Concrete demolition	Concrete/Demol	3.97	ICY	60	8	1													71
	Concrete's Vol. Demolished	Front end loader 3 CY	02315 424 1300	1.39	ICY																23
	Loading Cost	12 CY (18 Ton) Dump Truck 1/2 mi. mtd. w/	02315 490 0320	3.44	ICY																23
	Transportation Cost	On site disposal	02220 240 5550	7.8	ICY																179
	Disposal Costs																				357
	Subtotal																				
	Concrete Demolition																				
	Demolition Cost																				
	Concrete's Vol. Demolished																				
	Loading Cost																				
	Transportation Cost																				
	Disposal Costs																				
	Subtotal																				
	Total																				357

Ref:	Description	Materials	Means Reference Number	Unit Cost	Unit	Length	Width	Height	Diameter	Area	Volume	Weight	Density	Time	Number	Unit	Swell Factor	Quantity	Unit	Cost	
	Conveyor Y15																				
	Structure's Demolition Cost	Steel Bid Large	02220 110 0012	0.2 /CF		600	4	4										9600 CF		1920	
	Rubber's Weight (exclude steel)																				
	Truck's Capacity																				
	Haulage																				
	Transportation Cost Non Steel Truck																				
	Transportation Cost Non Steel Drive																				
	Disposal Cost Non Steel																				
	Steel's Weight																				
	Truck's Capacity																				
	Haulage																				
	Transportation Cost Steel Truck																				
	Transportation Cost Steel Truck Drive																				
	Disposal Cost Steel																				
	Subtotal																			1920	
	Equipment's Disposal Cost																				
	Dismantling Cost																				
	Equipment's Vol Demolished																				
	Loading Costs																				
	Transport Costs																				
	Disposal Costs																				
	Subtotal																				
	Concrete Demolition																				
	Concrete's Vol Demolished	Concrete demolition	ConcreteDemol	3.97 /CY		35	15	1												75	
	Loading Cost	Front end loader 3 CY	02315 424 1300	1.39 /CY														1.3		25 CY	35
	Transportation Cost	12 CY (7.6 Ton) Dump Truck 1/2 ml. ind. On site disposal	02315 480 0820	3.44 /CY																25 CY	84
	Disposal Costs	On site disposal	02220 240 9350	7.8 /CY																25 CY	190
	Subtotal																				398
	Concrete Demolition																				
	Demolition Cost																				
	Concrete's Vol Demolished																				
	Loading Cost																				
	Transportation Cost																				
	Disposal Costs																				
	Subtotal																				
	Concrete Demolition																				
	Demolition Cost																				
	Concrete's Vol Demolished																				
	Loading Cost																				
	Transportation Cost																				
	Disposal Costs																				
	Subtotal																				
	Total																				2308

Ref.	Description	Materials	Means Reference Number	Unit Cost	Unit	Length	Width	Height	Diameter	Area	Volume	Weight	Density	Time	Number	Unit	Swell Factor	Quantity	Unit	Cost	
	Main Radial Sucker 16	Steel Bid Large	02220 110 0012	0.2/CF		290	15	15								FT		58500 CF		11700	
	Structure's Demolition Cost																				
	Rubble's Weight (exclude steel)																				
	Truck's Capacity																				
	Haulage																				
	Transportation Cost Non Steel Truck																				
	Transportation Cost Non Steel Drive																				
	Disposal Cost Non Steel																				
	Steel's Weight																				
	Truck's Capacity																				
	Haulage																				
	Transportation Cost Steel Truck																				
	Transportation Cost Steel Truck Drive																				
	Disposal Cost Steel																				
	Subtotal																				11700
	Equipment & Disposal Cost																				
	Dismantling Cost																				
	Equipment & Vol. Demolished																				
	Loading Costs																				
	Transport Costs																				
	Subtotal																				
	Concrete Demolition	Concrete demolition	ConcreteDemol	3.97/CF		290	10	1								FT	1.3	104 CY		413	
	Demolition Cost																				
	Concrete's Vol. Demolished	Front end loader 3 CY	02315 424 1300	1.39/CF																	135 CY
	Loading Cost	12 CY (16 Ton) Dump Truck 1/2 mi. rd. int	02315 490 0320	3.44/CF																	135 CY
	Transportation Cost	On site disposal	02220 240 5550	7.6/CF																	1028
	Disposal Costs																				135 CY
	Subtotal																				3291
	Concrete Demolition																				
	Demolition Cost																				
	Concrete's Vol. Demolished																				
	Loading Cost																				
	Transportation Cost																				
	Disposal Costs																				
	Subtotal																				
	Concrete Demolition																				
	Demolition Cost																				
	Concrete's Vol. Demolished																				
	Loading Cost																				
	Transportation Cost																				
	Disposal Costs																				
	Subtotal																				
	Total																				13791

Ref.	Description	Materials	Means Reference Number	Unit Cost	Unit	Length	Width	Height	Diameter	Area	Volume	Weight	Density	Time	Number	Unit	Swell Factor	Quantity	Unit	Cost	
	Loadout Reclaim 17																				
	Structures Vol Demolished	Steel Bld. Large	02220 110 0012	0.2 /CF		750	4	8								FT		24000	CF	4800	
	Rubble's Weight (exclude steel)																				
	Truck's Capacity																				
	Trailer																				
	Transportation Cost Non Steel Truck																				
	Transportation Cost Non Steel Drive																				
	Disposal Cost Non Steel																				
	Steel's Weight																				
	Truck's Capacity																				
	Trailer																				
	Transportation Cost Steel Truck																				
	Transportation Cost Steel Truck Drive																				
	Disposal Cost Steel																				
	Subtotal																				4800
	Equipment's Disposal Cost																				
	Dismantling Cost																				
	Equipment's Vol Demolished																				
	Loading Costs																				
	Transport Costs																				
	Disposal Costs																				
	Subtotal																				
	Concrete Demolition																				
	Demolition Cost	Concrete demolition	ConcreteDemol	3.87 /CY		750	14	1								FT	1.3	389	CY	1544	
	Concrete's Vol Demolished																				
	Loading Cost	Front end loader 3 CY	02315 424 1300	1.39 /CY																	
	Transportation Cost	12 CY (18 Ton) Dump Truck 12 mil. rtd. bh	02315 480 0920	3.44 /CY																	
	Disposal Costs	On site disposal	02220 240 5550	7.6 /CY																	
	Subtotal																				7834
	Concrete Demolition																				
	Demolition Cost																				
	Concrete's Vol Demolished																				
	Loading Cost																				
	Transportation Cost																				
	Disposal Costs																				
	Subtotal																				
	Concrete Demolition																				
	Demolition Cost																				
	Concrete's Vol Demolished																				
	Loading Cost																				
	Transportation Cost																				
	Disposal Costs																				
	Subtotal																				
	Total																				12834

Ref.	Description	Materials	Means Reference Number	Unit Cost	Unit	Length	Width	Height	Diameter	Area	Volume	Weight	Density	Time	Number	Unit	Swell Factor	Quantity	Unit	Cost
	Loadout Tower 18	Steel Bid, Large	02220 110 0012	0.2/CF		35	40	80								FT		84000	CF	16800
	Structure's Vol Demolished																			
	Rubble's Weight (exclude steel)																			
	Truck's Capacity																			
	Haulage																			
	Transportation Cost Non Steel Truck																			
	Transportation Cost Non Steel Drive																			
	Disposal Cost Non Steel																			
	Steel's Weight																			
	Truck's Capacity																			
	Haulage																			
	Transportation Cost Steel Truck																			
	Transportation Cost Steel Truck Drive																			
	Disposal Cost Steel																			
	Subtotal																			16800
	Equipment's Disposal Cost																			
	Demolition Cost																			
	Equipment's Vol Demolished																			
	Loading Costs																			
	Transport Costs																			
	Disposal Costs																			
	Subtotal																			
	Concrete Demolition																			
	Demolition Cost	Concrete demolition	ConcreteDemol	3.97/ICY		12	18	1								FT		8	CY	32
	Concrete's Vol Demolished																			
	Loading Cost	Front end loader 3 CY	02315 424 1300	1.39/ICY																
	Transportation Cost	12 CY (16 Ton) Dump Truck 1/2 mil. and th	02315 480 0320	3.44/ICY																
	Disposal Costs	On site disposal	02220 240 5550	7.6/ICY																
	Subtotal																			158
	Concrete Demolition																			
	Demolition Cost	Concrete demolition	ConcreteDemol	3.97/ICY		40	60	1								FT		89	CY	353
	Concrete's Vol Demolished																			
	Loading Cost	Front end loader 3 CY	02315 424 1300	1.39/ICY																
	Transportation Cost	12 CY (16 Ton) Dump Truck 1/2 mil. and th	02315 480 0320	3.44/ICY																
	Disposal Costs	On site disposal	02220 240 5550	7.6/ICY																
	Subtotal																			181
	Concrete Demolition																			
	Demolition Cost	Concrete demolition	ConcreteDemol	3.97/ICY																
	Concrete's Vol Demolished																			
	Loading Cost	Front end loader 3 CY	02315 424 1300	1.39/ICY																
	Transportation Cost	12 CY (16 Ton) Dump Truck 1/2 mil. and th	02315 480 0320	3.44/ICY																
	Disposal Costs	On site disposal	02220 240 5550	7.6/ICY																
	Subtotal																			182
	Total																			18229

Ref.	Description	Materials	Means Reference Number	Unit Cost	Unit	Length	Width	Height	Diameter	Area	Volume	Weight	Density	Time	Number	Unit	Swell Factor	Quantity	Unit	Cost	
	Office 19																				
	Structural Demolition Cost	Steel Bid Large	02220 110 0012	0.2/CF		40	30	8								FT	0.35	8900	CF	1920	
	Structural's Vol Demolished																				
	Rubble's Weight (exclude steel)																				
	Truck's Capacity																				
	Haulage																				
	Transportation Cost Non Steel Truck																				
	Transportation Cost Non Steel Drive	City Services			4/CF														124	CY	468
	Disposal Cost Non Steel																				
	Steel's Weight																				
	Truck's Capacity																				
	Haulage																				
	Transportation Cost Steel Truck																				
	Transportation Cost Steel Truck Drive																				
	Disposal Cost Steel																				
	Subtotal																				2418
	Equipment's Disposal Cost																				
	Dismantling Cost																				
	Equipment's Vol Demolished																				
	Loading Costs																				
	Transport Costs																				
	Disposal Costs																				
	Subtotal																				
	Concrete Demolition																				
	Demolition Cost	Concrete demolition	ConcreteDemol	3.97/CF		70	35	0.5													179
	Concrete's Vol Demolished																				
	Loading Cost	Front end loader 3 CY	02315 424 1300	1.99/CF																	82
	Transportation Cost	12 CY (16 Ton) Dump Truck 112 mi. and th	02315 480 0320	3.44/CF																	203
	Disposal Costs	On site disposal	02220 240 5550	7.6/CF																	448
	Subtotal																				912
	Concrete Demolition																				
	Demolition Cost																				
	Concrete's Vol Demolished																				
	Loading Cost																				
	Transportation Cost																				
	Disposal Costs																				
	Subtotal																				
	Total																				4072

Ref.	Description	Materials	Means Reference Number	Unit Cost	Unit	Length	Width	Height	Diameter	Area	Volume	Weight	Density	Time	Number	Unit	Swell Factor	Quantity	Unit	Cost	
	Powerline 20																				
	Structure's Demolition Cost	Powerpile	Hawatha		100 EA											23 EA			25 EA		2500
	Rubber's Weight (exclude steel)																				
	Truck's Capacity																				
	Haulage																				
	Transportation Cost Non Steel Truck																				
	Transportation Cost Non Steel Drive																				
	Disposal Cost Non Steel																				
	Steel's Weight																				
	Truck's Capacity																				
	Haulage																				
	Transportation Cost Steel Truck																				
	Transportation Cost Steel Truck Drive																				
	Disposal Cost Steel																				
	Subtotal																				2500
	Equipment's Disposal Cost																				
	Disarming Cost																				
	Equipment's Vol Demolished																				
	Loading Cost																				
	Transport Costs																				
	Disposal Costs																				
	Subtotal																				
	Concrete Demolition																				
	Demolition Cost																				
	Concrete's Vol Demolished																				
	Loading Cost																				
	Transportation Cost																				
	Disposal Costs																				
	Subtotal																				
	Concrete Demolition																				
	Demolition Cost																				
	Concrete's Vol Demolished																				
	Loading Cost																				
	Transportation Cost																				
	Disposal Costs																				
	Subtotal																				
	Total																				2500

Ref	Description	Materials	Means Reference Number	Unit Cost	Unit	Length	Width	Height	Diameter	Area	Volume	Weight	Density	Time	Number	Unit	Swell Factor	Quantity	Unit	Cost	
	Shop 21																				
	Structure's Demolition Cost	Steel Bid, Large	02220 110 0012	0.2/CF		40	45	20								FT		36000	CF	7200	
	Structure's Vol. Demolished																				
	Rubble's Weight (exclude steel)																				
	Truck's Capacity																				
	Haulage																				
	Transportation Cost Non Steel Truck																				
	Disposal Cost Non Steel Drive																				
	Steel's Weight																				
	Truck's Capacity																				
	Haulage																				
	Transportation Cost Steel Truck																				
	Disposal Cost Steel Truck Drive																				
	Disposal Cost Steel																				
	Subtotal																				7200
	Equipment's Disposal Cost																				
	Dismantling Cost																				
	Equipment's Vol. Demolished																				
	Leasing Costs																				
	Transport Costs																				
	Disposal Costs																				
	Subtotal																				
	Concrete Demolition																				
	Concrete Demolition	Concrete demolition	ConcreteDemol	3.87/CF		45	45	1													288
	Concrete's Vol. Demolished																				
	Loading Cost	Front end loader 3 CY	02315 424 1300	1.99/CF																	136
	Transportation Cost	12 CY (16 Ton) Dump Truck 1/2 mi. and bk	02315 480 0320	3.44/CF																	337
	Disposal Costs	On site disposal	02220 240 5550	7.6/CF																	745
	Subtotal																				1516
	Concrete Demolition																				
	Demolition Cost																				
	Concrete's Vol. Demolished																				
	Loading Cost																				
	Transportation Cost																				
	Disposal Costs																				
	Subtotal																				
	Concrete Demolition																				
	Demolition Cost																				
	Concrete's Vol. Demolished																				
	Loading Cost																				
	Transportation Cost																				
	Disposal Costs																				
	Subtotal																				
	Demolition Cost																				
	Concrete's Vol. Demolished																				
	Loading Cost																				
	Transportation Cost																				
	Disposal Costs																				
	Subtotal																				
	Total																				3716

Ref.	Description	Materials	Means Reference Number	Unit Cost	Unit	Length	Width	Height	Diameter	Area	Volume	Weight	Density	Time	Number	Unit	Swell Factor	Quantity	Unit	Cost	
	GuardRail 22																				
	Structure's Demolition Cost	Guidenail remove	02220 240 0800	11.91 LF		1000												1000	FT	11900	
	Structure's Vol Demolished																				
	Rubble's Weight (exclude steel)																				
	Truck's Capacity																				
	Haulage																				
	Transportation Cost Non Steel Truck																				
	Transportation Cost Non Steel Drive																				
	Disposal Cost Non Steel																				
	Steel's Weight																				
	Truck's Capacity																				
	Haulage																				
	Transportation Cost Steel Truck																				
	Transportation Cost Steel Truck Drive																				
	Disposal Cost Steel																				
	Subtotal																				11900
	Equipment's Disposal Cost																				
	Dismantling Cost																				
	Equipment's Vol Demolished																				
	Loading Costs																				
	Transport Costs																				
	Disposal Costs																				
	Subtotal																				
	Concrete Demolition																				
	Demolition Cost																				
	Concrete's Vol Demolished																				
	Loading Cost																				
	Transportation Cost																				
	Disposal Costs																				
	Subtotal																				
	Concrete Demolition																				
	Demolition Cost																				
	Concrete's Vol Demolished																				
	Loading Cost																				
	Transportation Cost																				
	Disposal Costs																				
	Subtotal																				
	Concrete Demolition																				
	Demolition Cost																				
	Concrete's Vol Demolished																				
	Loading Cost																				
	Transportation Cost																				
	Disposal Costs																				
	Subtotal																				
	Total																				11900

Ref	Description	Materials	Means Reference Number	Unit Cost	Unit	Length	Width	Height	Diameter	Area	Volume	Weight	Density	Time	Number	Unit	Swell Factor	Quantity	Unit	Cost	
	Culverts 23																				
	Excavate Culvert 12"	Excavation Bulk Bank 2 CV (322BL)	02315 424 0280	1.7 /CV		650	1	2								FT		48 CV		82	
	Backfill Culvert 12"	Backfill Trench Minimal Haul 2 1/4 CV	02315 610 3080	1.53 /CV		650	1	2								FT		48 CV		73	
	Excavate Culvert 15"	Excavation Bulk Bank 2 CV (322BL)	02315 424 0280	1.7 /CV		400	1.3	2.6								FT		50 CV		85	
	Backfill Culvert 15"	Backfill Trench Minimal Haul 2 1/4 CV	02315 610 3080	1.53 /CV		400	1.3	2.6								FT		50 CV		77	
	Excavate Culvert 18"	Excavation Bulk Bank 2 CV (322BL)	02315 424 0280	1.7 /CV		310	1.5	3								FT		52 CV		88	
	Backfill Culvert 18"	Backfill Trench Minimal Haul 2 1/4 CV	02315 610 3080	1.53 /CV		310	1.5	3								FT		52 CV		80	
	Excavate Culvert 24"	Excavation Bulk Bank 2 CV (322BL)	02315 424 0280	1.7 /CV		1440	2	4								FT		427 CV		726	
	Backfill Culvert 24"	Backfill Trench Minimal Haul 2 1/4 CV	02315 610 3080	1.53 /CV		1440	2	4								FT		427 CV		653	
	Excavate Culvert 36"	Excavation Bulk Bank 2 CV (322BL)	02315 424 0280	1.7 /CV		80	3	6								FT		53 CV		90	
	Backfill Culvert 36"	Backfill Trench Minimal Haul 2 1/4 CV	02315 610 3080	1.53 /CV		80	3	6								FT		53 CV		81	
	Subtotal																				2095
	Equipment's Disposal Cost																				
	Demanting Cost																				
	Equipment's Vol. Demolished																				
	Loading Costs																				
	Disposal Costs																				
	Subtotal																				
	Concrete Demolition																				
	Demolition Cost																				
	Concrete's Vol. Demolished																				
	Loading Cost																				
	Transportation Cost																				
	Disposal Costs																				
	Subtotal																				
	Concrete Demolition																				
	Demolition Cost																				
	Concrete's Vol. Demolished																				
	Loading Cost																				
	Transportation Cost																				
	Disposal Costs																				
	Subtotal																				
	Total																				2395

Ref:	Description	Materials	Means Reference Number	Unit Cost	Unit	Length	Width	Height	Diameter	Area	Volume	Weight	Density	Time	Number	Unit	Swell Factor	Quantity	Unit	Cost	
	Miscellaneous 24																				
	Structures Demolition Cost																				
	Structures Vol Demolished																				
	Rubber's Weight (exclude steel)																				
	Truck's Capacity																				
	Haulage																				
	Transportation Cost Non Steel Truck																				
	Transportation Cost Non Steel Dike																				
	Disposal Cost Non Steel																				
	Steel's Weight																				
	Truck's Capacity																				
	Haulage																				
	Transportation Cost Steel Truck																				
	Transportation Cost Steel Truck Drive																				
	Disposal Cost Steel																				
	Subtotal																				
	Water Tank																				
	Equipment's Disposal Cost	6000 gal to 8000 gal tank	02115 200 0120	845	Ea.						8000										845
	Dismantling Cost																				
	Equipment's Vol Demolished																				
	Loading Costs	6000 gal to 8000 gal tank	02115 200 1028	825	Ea.						6000										825
	Transport Costs																				
	Disposal Costs																				
	Subtotal																				1870
	Water Tank																				
	Equipment's Disposal Cost	8000 gal to 12000 gal tank	02115 200 0130	1275	Ea.						10000										1275
	Dismantling Cost																				
	Equipment's Vol Demolished																				
	Loading Costs	8000 gal to 12000 gal tank	02115 200 1029	1100	Ea.						10000										1100
	Transport Costs																				
	Disposal Costs																				
	Subtotal																				2375
	Concrete Demolition																				
	Demolition Cost																				
	Concrete's Vol Demolished																				
	Loading Cost																				
	Transportation Cost																				
	Disposal Costs																				
	Subtotal																				
	Total																				5715

Ref.	Description	Materials	Means Reference Number	Unit Cost	Unit	Length	Width	Height	Diameter	Area	Volume	Weight	Density	Time	Number	Unit	Swell Factor	Quantity	Unit	Cost
	Truck Dump New 25	Steel Bid, Large	02220 110 0012	0.2 /CF		40	14	15								FT		8400	CF	1680
	Structure's Demolition Cost																			
	Structure's Vol. Demolished																			
	Rubble's Weight (exclude steel)																			
	Truck's Capacity																			
	Haulage																			
	Transportation Cost Non Steel Truck																			
	Transportation Cost Non Steel Drive																			
	Disposal Cost Non Steel																			
	Sheets Weight																			
	Truck's Capacity																			
	Haulage																			
	Transportation Cost Steel Truck																			
	Transportation Cost Steel Truck Drive																			
	Disposal Cost Steel																			
	Subtotal																			1680
	Equipment's Disposal Cost																			
	Dismantling Cost																			
	Equipment's Vol. Demolished																			
	Leading Costs																			
	Transport Costs																			
	Disposal Costs																			
	Subtotal																			1680
	Concrete Demolition	Concrete demolition	ConcreteDemol	3.97 /CY																
	Demolition Cost																			
	Concrete's Vol. Demolished	Front end loader 3 CY	02315 424 1300	1.99 /CY							75									75
	Leading Cost	12 CY (16 Ton Dump Truck 1/2 mi. and on site disposal	02315 480 0320	3.44 /CY																88
	Transportation Cost		02220 240 5550	7.6 /CY																88
	Disposal Costs																			88
	Subtotal																			1518
	Concrete Demolition																			
	Demolition Cost																			
	Concrete's Vol. Demolished																			
	Leading Cost																			
	Transportation Cost																			
	Disposal Costs																			
	Subtotal																			
	Concrete Demolition																			
	Demolition Cost																			
	Concrete's Vol. Demolished																			
	Leading Cost																			
	Transportation Cost																			
	Disposal Costs																			
	Subtotal																			
	Total																			3198

Ref.	Description	Materials	Means Reference Number	Unit Cost	Unit	Length	Width	Height	Diameter	Area	Volume	Weight	Density	Time	Number	Unit	Swell Factor	Quantity	Unit	Cost	
	Conveyor New 26																				
	Structure's Demolition Cost	Steel Bld. Large	02220 110 0012	0.2 /CF		250	4	4								FT		4000	CF	800	
	Structure's Vol. Demolished																				
	Rubber's Weight (exclude steel)																				
	Truck's Capacity																				
	Haulage																				
	Transportation Cost Non Steel Truck																				
	Transportation Cost Non Steel Drive																				
	Disposal Cost Non Steel																				
	Steel's Weight																				
	Truck's Capacity																				
	Haulage																				
	Transportation Cost Steel Truck																				
	Transportation Cost Steel Truck Drive																				
	Disposal Cost Steel																				
	Subtotal																				800
	Equipment's Disposal Cost																				
	Dismantling Cost																				
	Equipment's Vol. Demolished																				
	Leading Costs																				
	Transport Costs																				
	Disposal Costs																				
	Subtotal																				169
	Concrete Demolition																				
	Demolition Cost	Concrete demolition	ConcreteDemol	3.87 /CY		15	15	1								FT		8	CY	32	
	Concrete's Vol. Demolished	Front end loader 3 CY	02315 424 1300	1.98 /CY														10	CY	14	
	Leading Cost	12 CY (18 Ton) Dump Truck 1/2 mi. and hr. 02315 480 0820	02220 240 5550	3.44 /CY														10	CY	34	
	Transportation Cost	On site disposal		7.8 /CY														10	CY	78	
	Disposal Costs																				
	Subtotal																				169
	Concrete Demolition																				
	Demolition Cost																				
	Concrete's Vol. Demolished																				
	Leading Cost																				
	Transportation Cost																				
	Disposal Costs																				
	Subtotal																				
	Concrete Demolition																				
	Demolition Cost																				
	Concrete's Vol. Demolished																				
	Leading Cost																				
	Transportation Cost																				
	Disposal Costs																				
	Subtotal																				
	Total																				869

Ref.	Description	Materials	Means Reference Number	Unit Cost	Unit	Length	Width	Height	Diameter	Area	Volume	Weight	Density	Time	Number	Unit	Swell Factor	Quantity	Unit	Cost	
	Radial Stacker New Z7	Steel Bld. Lame	02220 110 0012	0.2/CF		250	15	15								FT		56250	CF	11250	
	Structure's Vol. Demolished																				
	Rubble's Weight (exclude steel)																				
	Truck's Capacity																				
	Haulage																				
	Transportation Cost Non Steel Truck																				
	Transportation Cost Non Steel Drive																				
	Steel's Weight																				
	Truck's Capacity																				
	Haulage																				
	Transportation Cost Steel Truck																				
	Transportation Cost Steel Truck Drive																				
	Disposal Cost Steel																				
	Subtotal																				11250
	Equipment % Disposal Cost																				
	Dismantling Cost																				
	Equipment % Vol. Demolished																				
	Loading Costs																				
	Transport Costs																				
	Disposal Costs																				
	Subtotal																				
	Concrete Demolition	Concrete demolition	ConcreteDemo1	3.97/CF		260	10	1								FT	1.3	96	CF	381	
	Demolition Cost																				
	Concrete's Vol. Demolished	Front end loader 3 CV	02315 424 1300	1.39/CF																	174
	Loading Cost	12 CV (16 Ton) Dump Truck 112 ml. md. w/	02315 460 0320	3.44/CF																	430
	Transportation Cost	On site disposal	02220 240 5550	7.6/CF																	950
	Disposal Costs																				125
	Subtotal																				1255
	Concrete Demolition																				
	Demolition Cost																				
	Concrete's Vol. Demolished																				
	Loading Cost																				
	Transportation Cost																				
	Disposal Costs																				
	Subtotal																				
	Concrete Demolition																				
	Demolition Cost																				
	Concrete's Vol. Demolished																				
	Loading Cost																				
	Transportation Cost																				
	Disposal Costs																				
	Subtotal																				
	Total																				13185

Ref.	Description	Materials	Means Reference Number	Unit Cost	Unit	Length	Width	Height	Diameter	Area	Volume	Weight	Density	Time	Number	Unit	Swell Factor	Quantity	Unit	Cost	
	Conveyor R 28																				
	Structure's Demolition Cost	Steel Bid Large	02220 110 0012	0.2 /CF		1250	7	4								FT		35000	CF	7000	
	Structure's Vol. Demolished																				
	Rubble's Weight (exclude steel)																				
	Truck's Capacity																				
	Haulage																				
	Transportation Cost Non Steel Truck																				
	Transportation Cost Non Steel Drive																				
	Disposal Cost Non Steel																				
	Steel's Weight																				
	Truck's Capacity																				
	Haulage																				
	Transportation Cost Steel Truck																				
	Transportation Cost Steel Truck Drive																				
	Disposal Cost Steel																				
	Subtotal																				7000
	Equipment's Disposal Cost																				
	Dismantling Cost																				
	Equipment's Vol. Demolished																				
	Loading Costs																				
	Transport Costs																				
	Disposal Costs																				
	Subtotal																				
	Concrete Demolition																				
	Demolition Cost	Concrete demolition	ConcreteDemol	3.87 /CY							20										79
	Concrete's Vol. Demolished																				
	Loading Cost	Front end loader 3 CY	02315 424 1300	1.39 /CY																	36
	Transportation Cost	12 CY (18 Ton) Dump Truck 112 mi. rnd. trl	02315 480 0920	3.44 /CY																	89
	Disposal Costs	On site disposal	02220 240 9550	7.6 /CY																	198
	Subtotal																				402
	Concrete Demolition																				
	Demolition Cost																				
	Concrete's Vol. Demolished																				
	Loading Cost																				
	Transportation Cost																				
	Disposal Costs																				
	Subtotal																				
	Concrete Demolition																				
	Demolition Cost																				
	Concrete's Vol. Demolished																				
	Loading Cost																				
	Transportation Cost																				
	Disposal Costs																				
	Subtotal																				
	Steel's																				
	Disposal																				
	Subtotal																				7402
	Total																				

Ref	Description	Materials	Means Reference Number	Unit Cost	Unit	Length	Width	Height	Diameter	Area	Volume	Weight	Density	Time	Number	Unit	Swell Factor	Quantity	Unit	Cost	
	Loading Bin 01																				942
	Scales 02																				4745
	Substation 03																				4725
	Truck Dump West 04																				2887
	Crushing Plant West 05																				617
	Radial Stacker West 06																				2803
	Reclaim Tunnel West 07																				6252
	Loadout Conveyor West 08																				1024
	Control Building West 09																				1029
	Truck Dump Reclaim 10																				3196
	Conveyor T 11																				1186
	Crusher Screen Plant 12																				6457
	Lump Coal Pail 13																				382
	Shovel Radial Stacker 14																				2357
	Conveyor Y 15																				2306
	Main Radial Stacker 16																				13781
	Loadout Reclaim 17																				12834
	Loadout Tower 18																				18829
	Chiller 19																				2448
	Powerline 20																				2510
	Silo 21																				2592
	GuardRail 22																				6716
	Guilvert 23																				11909
	Miscellaneous 24																				2035
	Truck Dump New 25																				5715
	Conveyor New 26																				898
	Radial Stacker New 27																				13185
	Conveyor R 28																				7402
	Total																				144183

	Equipment Cost	Hourly Operating Costs	Equipment Overhead	Operator's Hourly Wage Rate	Hourly Cost	Number of Men or Eq.	Total Eq. & Lab. Costs	Units	Quantity	Units	Production Rate	Units	Equip + Labor Time/Ds.	Units	Cost
Cleanup 01															
Wildcat Loadout Cleanup Coal Pile															
Dgr Smit-U EROPS (9-54) (2H04)	17115	72.3	0.1	52	238.5	1	238.5 \$/HR		1500	CY	187	CY/HR	8	HR	1908
988G EROPS (9-39) (3Q03)	9010	40.05	0.1	52	152.37	1	152.37 \$/HR		1500	CY	187	CY/HR	8	HR	1219
CLAB					41.55	1	41.55 \$/HR						16	HR	665
Foreman Average, Outside					57.3	1	57.3 \$/HR						16	HR	917
5,000 gal H2O truck Diesel (20-17) (1Q04)	4725	28.05	0.1	42	102.39	1	102.39 \$/HR						16	HR	1638
Pickup Truck Crew 4x4 1 ton (20-17) (2N04)	820	7.8	0.1	0	13.71	1	13.71 \$/HR						16	HR	219
															6566

Regrading 02	Equipment Cost	Hourly Operating Costs	Equipment Overhead	Operator's Hourly Wage Rate	Hourly Cost	Number of Men or Eq.	Total Eq. & Lab. Costs	Units	Quantity	Production Rate	Equip. + Labor Time/Dis.	Units	Cost
Wildcat Loadout Recontour/Regrade	17115	72.3	0.1	52	238.5	1	238.5 \$/HR		38872 CY	187 CY/HR	207.9 HR		49594
D9R Semi-U EROPS (9-54) (2H04)	16080	84.6	0.1	52	245.56	1	245.56 \$/HR		38872 CY	332.6 CY/HR	116.9 HR		28706
627G EROPS (9-52) (2nd04)													
988G EROPS (9-39) (3Q03)	9010	40.05	0.1	52	152.37	1	152.37 \$/HR				207.9 HR		31678
CLAB					41.55	1	41.55 \$/HR				207.9 HR		8636
Foreman Average, Outside					57.3	1	57.3 \$/HR				207.9 HR		11913
5,000 gal H2O truck Diesel (20-17) (1Q04)	4725	28.05	0.1	42	102.39	1	102.39 \$/HR				207.9 HR		21287
Pickup Truck Crew 4x4 1 ton (20-17) (2N04)	820	7.8	0.1	0	13.71	1	13.71 \$/HR				207.9 HR		2850
													154656

Wildcat Loadout	Equipment Cost	Hourly Operating Costs	Equipment Overhead	Operator's Hourly Wage Rate	Hourly Cost	Number of Men or Eq.	Total Eq. & Lab. Costs	Units	Quantity	Units	Production Rate	Units	Equip. + Labor Time/Dis.	Units	Cost
Topsoil 03															
Wildcat Loadout Topsoil															
627G EROPS (9-52) (2ndQ4)	16080	84.6	0.1	52	245.56	2	491.12 \$/HR		15549 CY		566 CY/HR		27.5 HR		13506
D9R Semi-U EROPS (9-54) (2H04)	17715	72.3	0.1	52	238.5	1	238.5 \$/HR		10000 CY		187 CY/HR		27.5 HR		6559
CLAB					41.55	1	41.55 \$/HR						27.5 HR		1143
Foreman Average, Outside					57.3	1	57.3 \$/HR						27.5 HR		1576
5,000 gal H2O truck Diesel (20-17) (1G04)	4725	28.05	0.1	42	102.39	1	102.39 \$/HR						27.5 HR		2816
Pickup Truck Crew 4x4 1 ton (20-17) (2N04)	820	7.8	0.1	0	13.71	1	13.71 \$/HR						27.5 HR		377
															12471

Ref	Description	Materials	Means Reference Number	Unit Cost	Unit	Length	Width	Height	Diameter	Area	Volume	Weight	Density	Time	Number	Unit	Swell Factor	Quantity	Unit	Cost	
	Revegetation Costs																				
	Ground Preparation	Excavation Bulk Bank 2 CY (322B1)	02315 424 0260	1.7 /CY						69						AC		23460	CY	39882	
	Seeding	Hydro Spreader Equip. & labor B-81	Reveg005	19.13 /MSF						69						AC		3005.91	MSF	57487	
		Seed (material costs)	C0070331	\$358.90 /AC						69						AC		69	AC	24583	
	Mulch 2 tons per acre	Hay bale	Reveg007	57.2 /ton						69						AC		138	tons	7894	
	SUBTOTAL																			129939	
	25% Revegetation Rate																			32465	
	SUBTOTAL																			32465	
	Total																			162323	