

October 8, 2019

Permit Supervisor  
Utah Coal Regulatory program  
Utah Division of Oil, Gas and Mining  
1594 West North Temple, Suite 1210  
PO Box 145801  
Salt Lake City, UT 84114-5801

Re: Update of Surface Ownership Information, Task ID#5985, Canyon Fuel Company, LLC, Dugout  
Canyon Mine C/007/039

Dear Sirs:

Please find enclosed with this letter an amendment to update Chapter 1, Appendix 1-3, Plate 1-1 in the  
Dugout M&RP and RA Figure 1-1B in the Refuse Pile Amendment.

If you have questions or need addition information, please contact Vicky Miller at (435)286-4481.

CANYON FUEL COMPANY  
Dugout Canyon Mine

  
for

Robert Marshall  
Technical Services Manager

Encl.

cc: DOGM Correspondence File

**RECEIVED**

**OCT 11 2019**

**DIV OF OIL, GAS & MINING**





CHAPTER 1

LEGAL, FINANCIAL, COMPLIANCE AND RELATED INFORMATION

M&RP

Radio Permits	Federal Communications Commission	Approved
Certificate of Insurance and Authorization to do Business in State	State Industrial Development Commission	Approved
Road Agreement	Carbon County	Approved
Air Quality Approval Order	State of Utah Utah Air Conservation Committee Department of Health Division of Environmental Health	Approved
Stream Channel Alteration Permit	State Engineer	Approved

The Canyon Coal Company, LLC mining permits and operations are:

SUFCO Mine	C/041/002
Skyline Mine	C/007/005
Soldier Canyon Mine	C/007/018
Banning Loadout	C/007/034
Dugout Canyon Mine	C/007/039
Gordon Creek Mine	C/007/016

The issuing authority for the Canyon Fuel Company permits is the UDOGM.

Operations held by subsidiary companies of Arch Coal, Inc. and corporate structure are presented on Figure 1-1 in the General Chapter 1 for Canyon Fuel Company, LLC. Facility names, mailing addresses and permit numbers for these operations are provided in either Table 1-1 and/or Table 1-2. For additional information refer to the General Chapter 1 binder for Canyon Fuel Company, LLC prepared for the Dugout Canyon Mine, Soldier Canyon Mine and Banning Loadout operations.

### 112.500 Legal or Equitable Owner of the Surface and Mineral Properties

The legal and equitable owners of the surface are listed below and the mineral properties to be affected by this mining operation during the duration of the permit period are the State of Utah, Bureau of Land Management and Canyon Fuel Company, LLC. Refer to Refuse Pile Amendment for additional ownership information.

Canyon Fuel Company, LLC  
~~6955 South Union Park Center~~  
~~Suite 540 Salt Lake City, UT 84047~~  
Telephone: ~~(801)569-4700~~ 695-9107

9815 South Monroe Street, Suite 203  
Sandy, UT 84070

State of Utah  
School and Institutional  
Trust Lands Administration  
675 East 500 South  
Salt Lake City, Utah 84102-2818

George & Alice Conover Etal  
2701 Georgia Way  
Sandy, Utah 84092

United States of America  
Department of Interior  
Bureau of Land Management  
Price Coal Office  
125 South 600 West  
Price, Utah 84501

Gil L. Conover  
450 So. State  
Ferron, Utah 84523

Milton & Ardith Thayne Trust  
~~Sunnyside Star Route~~ 1220 South 530 West  
Price, Utah 84501

Pine Canyon Ranch, LLC  
84 North 1280 West  
Price, Utah 84501

No area within the lands to be affected by surface operations and facilities or within the area of coal to be mined is under a real estate contract.

Coal mining and reclamation operations are listed on Table 1-1 and the corporate structures is presented on Figure 1-1 both are located in the General Chapter 1 binder.

### 112.600 Owners of Record of Property Contiguous to Proposed Permit Area

Owners of record for surface and mineral properties contiguous to the proposed permit area are shown on Plate 1-1 and 1-2, with the names and addresses listed below.

United States of America  
Department of Interior  
Bureau of Land Management  
Price Coal Office  
125 South 600 West  
Price, Utah 84501

Gil L. Conover  
450 So. State  
Ferron, Utah 84523

State of Utah  
School and Institutional Trust Lands Admin.  
675 East 500 South  
Salt Lake City, Utah 84102-2818

J. George Conover  
275 West Main  
Ferron, Utah 84523

KFJ Ranch Partnership  
C/O Kerwin Jensen  
Cleveland, Utah 84518

George & Alice Conover Et.al.  
2701 Georgia Way  
Sandy, Utah 84092

Milton & Ardith Thayn Trust  
~~Sunnyside Star Route~~ 1220 South 530 West  
Price, Utah 84501

Pine Canyon Ranch, LLC  
84 North 1280 West  
Price, Utah 84501

Surface ownership along the county road is shown on Plate 1-3. In addition refer to the Refuse Pile Amendment for additional information.

### 112.700 MSHA Numbers

The Dugout Canyon Mine MSHA numbers are:

MSHA No. 42-01890 Rock Canyon seam (west side of canyon)

MSHA No. 42-01888 Gilson seam (west side of canyon)

MSHA No. 1211-UT-09-01890-01 Dugout Canyon Mine Refuse Pile



Canyon Fuel Company, LLC  
SCM/Dugout Canyon Mine

Mining and Reclamation Plan  
~~October 2019~~ ~~August 2019~~ ~~March 14, 2012~~

**APPENDIX 1-3**

Surface Lease Documents

## SURFACE USE AND ACCESS AGREEMENT

THIS SURFACE USE AND ACCESS AGREEMENT (the "Agreement"), dated effective this \_\_\_\_\_ day of April, 2019 (the "Effective Date"), is by and between ~~Pine Canyon Ranch, LLC, a Utah limited liability company (hereinafter referred to as "Surface Owner"), and Canyon Fuel Company, LLC, a Delaware limited liability company (hereinafter referred to as "Grantee").~~ The parties hereby agree as follows:

### RECITALS

A. Surface Owner owns or otherwise controls the surface estate of those certain lands (the "Lands") located in the County of Carbon, State of Utah, as further described in Exhibit 1 attached hereto and made a part hereof;

B. Grantee owns, leases or otherwise controls the coal underlying the Lands, or, in the future, may acquire, own, lease or control the coal and mining rights in coal seams underlying the Lands, which rights include, but are not limited to, the right to prospect for, mine and remove said coal seams. The present and future rights of Grantee, its affiliated or related companies and their respective successors and assigns to mine the coal underlying the Lands are collectively referred to in this Agreement as "Grantee's Coal Mining Operations";

C. Surface Owner recognizes that Grantee has the right to reasonable use of so much of the surface of the Lands as may be necessary to explore for, mine and remove coal from the Lands; and

D. Surface Owner and Grantee have agreed to enter into this Agreement regarding Grantee's use of the surface of the Land in connection with Grantee's Coal Mining Operations.

### AGREEMENT

In consideration of the covenants and agreements herein contained, and other good and valuable consideration, Surface Owner and Grantee hereby agree as follows:

1. **Consent to Surface Use.** Surface Owner does hereby grant unto Grantee the rights and privileges set forth herein, together with the right and privilege to enter upon and through the Lands for the purpose of conducting Grantee's Coal Mining Operations, upon the conditions and provisions set forth in this Agreement.

2. **Term.** Except as expressly stated herein, the term of access rights granted to Grantee under Section 3 of this Agreement, and all rights, terms and conditions granted hereunder, shall commence on the Effective Date and shall terminate upon the final reclamation and reclamation bond release in respect of both the Dugout Canyon and Soldier Creek coal mines (the "Term").

3. **Allowed Uses/Restrictions.**

a. Surface Owner hereby grants to Grantee, its employees, agents, licensees, invitees, contractors, subcontractors, successors and assigns the right and privilege to enter upon, through, under, over and across so much of the Lands as is reasonably necessary for Grantee's Coal Mining Operations, including without limitation, the right to subside the surface of the Lands, ~~and any and all structures located in, on or under the surface of the Lands; the right to survey;~~ explore; prospect; sample; drill; develop; conduct seismic surveys; conduct geologic investigations; conduct underground (but not surface) mining operations; make repairs to the surface of the Lands and any and all structures located thereon, as reasonably determined by Grantee to be necessary or required and which is/are a direct result of subsidence due to the underground mining operations of Grantee or otherwise required pursuant to this Section 3; construct subsidence monuments; install, maintain and access methane drainage wells, ventilation facilities, and water monitoring wells; and reclaim disturbed areas.

b. Surface Owner hereby grants to Grantee, its employees, agents, licensees, invitees, contractors, subcontractors, successors and assigns the continuous right and privilege to undermine the surface of the Lands. Grantee shall not be required to (i) leave or provide subjacent or lateral support for the overlying strata or surface or anything located thereon, therein or thereunder or (ii) pay any compensation to Surface Owner beyond that provided for in this Agreement for such subsidence. Surface Owner waives any right to lateral or subjacent support of the Lands.

c. Surface Owner hereby grants to Grantee the right to use so much of the surface and subsurface of the Lands as Grantee may determine is reasonably necessary, useful, or convenient in conducting Grantee's Coal Mining Operations. Those uses may include, but are not limited to, constructing, operating, maintaining, and accessing roads, utilities, power lines, ventilation facilities, pipelines, mine related ponds and wetlands, facilities, pipelines, shafts, boreholes, exploration holes, monitoring wells, equipment, and water structures which may be reasonably necessary, useful, or convenient for Grantee's Coal Mining Operations.

d. Surface Owner hereby grants to Grantee the right of ingress and egress for Grantee, its employees, agents, licensees, contractors, subcontractors, invitees, successors and assigns on or across existing private roads on the Lands to the nearest public road or roads as reasonably necessary, useful, or convenient to support Grantee's Coal Mining Operations. Grantee shall use existing roads to the extent reasonably possible although Grantee shall have the right to construct new roads on the Lands in compliance with applicable law and regulations, and subject to reasonable accommodation of Surface Owner's use of the Lands, when necessary, useful, or convenient for Grantee's Coal Mining Operations.

e. Grantee shall use Surface Owner's roads which are located on the Lands in a reasonable and prudent manner (and in all cases in compliance with applicable law and regulations) so as to prevent damage to such roads and any improvements which may be located thereon or which may be adjacent thereto. Grantee shall use reasonable efforts to limit vehicular traffic to utilize existing roads or previously utilized routes as often as is reasonably practicable in order to minimize surface disturbance. Grantee shall use reasonable efforts to ensure that the speed of all vehicles shall be kept to a reasonable rate. Any damage to the roads on the Lands caused by Grantee's Coal Mining Operations in excess of ordinary wear and tear shall, weather permitting,

be repaired by Grantee as soon as is practicable to as nearly as possible the condition existing prior to such damage.

f. Grantee shall provide Surface Owner with written notice two weeks prior to undertaking any surface-disturbing activities.

g. During the Term of this Agreement, Grantee shall provide Surface Owner with written notice annually on or around April 1st of Grantee's activities planned for the upcoming year.

h. Grantee shall use its reasonable efforts to ensure that its employees, agents, licensees, contractors, subcontractors and invitees who enter upon the Lands shall comply with the terms of this Agreement.

i. No person who is on the Lands by virtue of the rights granted to Grantee hereunder shall be permitted to carry firearms or do or perform any act except those acts that are reasonably related to the rights granted hereby. Specifically, but not by way of limitation, no such person shall be permitted to engage in recreational pursuits, including hunting and fishing on or within the boundaries of the Lands.

j. For so long as Grantee shall have access to the Lands pursuant to this Agreement, and prior to conducting any activities on the Lands, Grantee shall procure and maintain such insurance, covering all persons working at or on the Lands for or on behalf of Grantee, as will fully comply with the requirements of the laws of the State of Utah pertaining to worker's compensation and occupational disease and disabilities as are now in force or as may be hereafter amended or enacted. In addition, Grantee agrees to carry liability insurance with respect to such activities in reasonable amounts not less than the greater of: (i) the minimum levels required by law and (ii) as set forth below:

(A) Commercial General Liability Insurance with limits of not less than \$5,000,000 per occurrence.

(B) Automobile Liability Insurance, with:

(1) Limits of not less than \$1,000,000 Combined Single Limit per accident.

(2) Coverage applying to any truck or automobile.

Surface Owner shall be named as an additional insured on the policies described in clauses (A) and (B) above. Prior to conducting or authorizing the conduct of any activities on the Lands, Grantee shall provide to Surface Owner certificates evidencing the required amounts of insurance coverage and naming Surface Owner as an additional insured on the policies, which such certificates shall provide for at least 30 days prior written notice of cancellation of the policies to Surface Owner, and for a waiver of subrogation in favor of Surface Owner.

4. **Rights Reserved by Surface Owner.** Grantee's rights to use the surface of the Lands under this Agreement are non-exclusive. Surface Owner has the right to use and occupy,

and to permit others to use and occupy, the Lands or any part thereof for farming, ranching, grazing livestock, hunting, fishing and other recreational uses of all kinds, or for any other purpose not inconsistent with Grantee's rights hereunder, together with all rights reasonably necessary to those purposes. Grantee's rights hereunder shall be exercised so as not to unreasonably interfere with ~~Surface Owner's interests and uses of the Lands, and Surface Owner shall exercise its rights in the~~ Lands so as not to unreasonably interfere with the activities of Grantee permitted hereunder. Surface Owner shall hold harmless and fully defend and indemnify Grantee against all claims, demands, liabilities and costs (including without limitation reasonable attorney's fees) made against or incurred by Grantee from any liability caused by or arising from the use of the Lands by Surface Owner or its agents, employees or invitees.

5. **Repairs.** Grantee shall be responsible for making all repairs to surface structures, including water structures, located on the Lands necessitated by Grantee's activities on or with respect to the Lands. Grantee shall be responsible for the cost of all repairs made by it in accordance with this Agreement. All repairs shall be done in a workmanlike manner by Grantee to Surface Owner's reasonable satisfaction; however, prior to the commencement of and following the completion of any repair work, Grantee shall notify Surface Owner of such in order to allow Surface Owner to be present during and after such work has been completed by Grantee. Grantee shall not be obligated to perform repairs to any surface structures located on the Lands beyond that which may be necessary to restore the structures to substantially the same condition which existed prior to such damage. Grantee shall not be obligated to make or pay for any repairs for damage caused by the negligence of Surface Owner or its agents, employees or invitees. Grantee shall notify Surface Owner promptly upon completion of Grantee's Coal Mining Operations (other than reclamation obligations imposed by applicable law and regulations with respect to Grantee's Coal Mining Operations), and within one year thereafter, Surface Owner shall inspect the Lands and the improvements located thereon, therein and thereunder and Grantee shall complete any final repairs that Surface Owner may reasonably require.

6. **Gates.** During the Term, Grantee shall keep all gates on the Lands open or closed as found. During the Term, the parties mutually agree to keep all gates locked in such a manner so as to permit access by both Surface Owner and Grantee at any time, either by a double lock system or otherwise. Grantee agrees to limit access to the Lands, including the distribution of keys to any lock(s), to those employees, agents, licensees, contractors, subcontractors and invitees of Grantee who are engaged in Grantee's operations on the Lands, and will keep a log of all such individuals possessing keys to any lock(s).

7. **Waste.** Grantee shall not commit or knowingly allow any other person to commit any waste or nuisance upon the Lands. Grantee shall not destroy, deface or damage any part of the improvements on the Lands not owned by Grantee or knowingly permit any other person to do so. **Taxes.** Surface Owner shall be responsible for the payment of all real estate taxes assessed against the Lands; however, Grantee shall be responsible for all ad valorem and/or personal property taxes which may be levied or assessed against any and all improvements placed upon the Lands by Grantee.

8. **Encumbrances.** Grantee shall keep the Lands free and clear of any and all liens and encumbrances arising or which might arise, for any reason, out of Grantee's use of the Lands or Grantee's Coal Mining Operations.

9. **Hold Harmless.** Grantee shall hold harmless and fully defend and indemnify Surface Owner and its affiliates, agents, partners, employees, licensees and invitees against all claims, demands, liabilities, losses, damages, payments, deficiencies, awards, settlements, judgments and costs (including without limitation reasonable attorneys' fees) including without ~~limitation liabilities under or arising from or out of the breach of any environmental laws or~~ regulations, of any kind or nature which may be made by third parties upon Surface Owner or its affiliates or against Surface Owner's interest in the Lands on account of: (a) any debt or expense contracted or incurred by Grantee relating to subsidence or surface use under this Agreement; (b) any and all acts, transactions and omissions of Grantee, its affiliates, employees, agents, contractors, subcontractors, lessees, partners or co-venturers, invitees, licensees and suppliers relating to subsidence or surface use under this Agreement; (c) injury to, or death of, any person or damage to any property sustained resulting from any act or omission of Grantee, its affiliates, employees, agents, contractors, subcontractors, lessees, partners or co-venturers, licensees, invitees and suppliers relating to subsidence or surface use under this Agreement, or any unsafe condition of the Lands created by subsidence or surface use under this Agreement; and (d) any and all penalties or charges imposed upon Surface Owner by federal, state or local governmental authorities on account of Grantee's failure to comply with all laws, rules, regulations or orders of such authorities relating to subsidence or surface use under this Agreement. Notwithstanding the foregoing, Surface Owner hereby disclaims and waives any and all claims and causes of action based on alleged noise or visual nuisance. Specifically, Surface Owner agrees that the placement, use, operation, repair and reclamation of ventilation facilities shall not constitute the basis for any claim for interference with the use and enjoyment of the Lands including hunting and agricultural activities. The provisions of this Section 9 shall survive the termination of this Agreement and the rights of Surface Owner pursuant to this Section 9 shall not be extinguished or otherwise affected by any assignment or delegation of the rights or obligations set forth in this Agreement.

10. **Successors.** In connection with any grant, sale, transfer, conveyance, lease or license of any of the Lands, Surface Owner shall require any grantee, purchaser, transferee, lessee or licensee to acknowledge this Agreement and agree in writing that such grantee's, purchaser's, transferee's, lessee's or licensee's rights with respect to the Lands are subject to the terms of this Agreement and that such grantee, purchaser, transferee, lessee or licensee is bound by the terms of this Agreement. It is the intent of the parties that all rights, covenants, conditions, and terms of this Agreement shall be of benefit to and, to the greatest extent possible by law, run as a covenant with the Lands all accessions thereto and all successions thereof and shall bind and inure to the benefit of the parties, their respective successors and assigns.

11. **Waiver.** No provision of this Agreement may be waived except by an instrument in writing signed by the party to be charged with the waiver. No waiver shall be a continuing waiver unless expressly so stated in the instrument of waiver. The failure to enforce any provision of this Agreement shall not constitute a waiver of or impair the effectiveness of this Agreement.

12. **Amendment.** This Agreement may be amended only by a written amendment signed by both parties.

13. **Attorneys' Fees.** If one party breaches this Agreement and the other party begins legal action to enforce its rights, the party who is successful in the action shall be entitled to be

paid its expenses and costs of the action, including, without limitation, reasonable attorneys' fees incurred in connection therewith.

14. **Recordation.** This Agreement may not be recorded; however, the parties agree to ~~execute a Memorandum of Surface Use and Access Agreement for recording purposes which will refer to and incorporate this Agreement therein by reference.~~

15. **Surrender of the Premises.** Upon expiration of the Term, Grantee shall peaceably surrender the Lands to Surface Owner, free and clear of all liens and encumbrances made or allowed by Grantee or in any way arising out of this Agreement or Grantee's use of the Lands. In addition, promptly following completion of Grantee's Coal Mining Operations (other than reclamation obligations imposed by applicable law and regulations with respect to Grantee's coal mining operations) Grantee agrees to the following:

- a. To repair any damages to Surface Owner's improvements caused by Grantee's operations, consistent with Section 3;
- b. To remove any and all buildings, equipment, materials, supplies and all other improvements placed upon the Lands by Grantee at its own cost, risk and expense within one (1) year thereafter;
- c. To perform all reclamation which may be required by applicable law and regulations; and
- d. Following the completion of items (a)-(c) above, to provide Surface Owner with a release of this Agreement in recordable form.

16. **Notices.** Any payment, notice, request, demand, instruction or other document to be given hereunder or pursuant hereto to any Party shall be in writing and shall either be personally delivered (in which event such notice shall be deemed effective only upon such delivery), delivered by reputable overnight courier (in which event such notice shall be deemed effective one business day following deposit with such courier), or delivered by mail, sent by registered or certified mail, postage prepaid, return receipt requested (in which event such notice shall be deemed effective three (3) business days after deposit of same in any United States Mail post office box, to each of the Parties at the address set forth below:

**If to Surface Owner:**

Pine Canyon Ranch, LLC  
Attn: Jerry Carlson  
89 North 1290 West  
Price, UT 84501  
(435) 650-3760  
pricemine1@gmail.com

**If to Grantee:**

Canyon Fuel Company, LLC  
Attn: Ryan Wilson, Landman  
1401 N 1st St, Suite A  
Grand Junction, CO 81501  
(970) 852-0110  
rwilson@wolverinefuels.com

The addresses and addressees, for the purpose of this Section 16, may be changed by giving written notice of such change in the manner herein provided for giving notice. Unless and until such written notice is received, the last address and addressee stated by written notice of change, or if

no notice of change has been sent or received, the address and addressee stated above, shall be deemed to continue in effect for all purposes hereunder.

17. Further Assurances. Surface Owner, at the request of Grantee, shall execute and deliver to Grantee any available instruments, agreements, documents, permits or applications, or any other papers reasonably required by Grantee, and Surface Owner shall do such other acts as may be reasonably requested by Grantee, all to effect the purposes of this Agreement. Conversely, Grantee, at the request of Surface Owner, shall execute and deliver to Surface Owner any available instruments, agreements, documents, permits or applications, or any other papers reasonably required by Surface Owner, and Grantee shall do such other acts as may be reasonably requested by Surface Owner, all to effect the purposes of this Agreement. Surface Owner agrees to support Grantee's efforts to obtain any necessary federal, state, and local governmental agencies approval of any leases, NEPA actions, permits, licenses, and any other agreements with landowners, water rights owners, and water users associations in conjunction with Grantee's Coal Mining Operations.

18. Counterpart Agreements. This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which, when taken together, shall constitute but one Agreement, and shall be binding upon all owners of interest in the Lands executing the same or a counterpart hereof, whether or not named herein as one of the parties, and whether or not the owners of interests in the Lands have executed other counterparts or have not entered into this Agreement.

19. Entire Agreement. This Agreement constitutes the full and complete agreement between the parties regarding the subject matter hereof and all parties executing this Agreement have received a copy of same. Upon termination of this Agreement the Parties shall retain all rights they may have to use the Lands under any other agreement, deed, lease, or other instrument.

20. Severance. Should any portion of this Agreement be declared invalid and unenforceable, then such portion shall be deemed to be severed from this Agreement and shall not affect the remainder thereof.

21. Construction. Section headings in this Agreement are inserted for convenience only, and shall not be considered a part of this Agreement, or used in its interpretation. Unless otherwise provided, or unless the context shall otherwise require, words importing the singular number shall include the plural number, words importing the masculine gender shall include the feminine gender, and vice versa. This Agreement shall not be construed against either party merely or solely because of the draftsmanship hereof.

22. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Utah, and all rules, regulations and ordinances of the County of Carbon. Each of the parties hereto consents to the jurisdiction of any appropriate court in the State of Utah in the event there is a dispute or disagreement arising out of this Agreement. To the extent permitted by current or future laws and regulations, the waiver and rights granted in this Agreement are intended to apply to the Lands without the need for Grantee to obtain any future agreements or consents from the current or future owner of the Lands during the term of this Agreement. Should new laws or regulations require future agreements or consents to grant Grantee the same waiver or rights granted herein, the then current owner of the Lands shall execute all

documents necessary to grant said waiver and rights to Grantee without payment of additional consideration by Grantee. To the extent permitted by current or future laws and regulations, it is the intent of Surface Owner and Grantee, and they shall execute any necessary documentation to confirm, that new laws and regulations not act to impose on Grantee any obligations more stringent than those contained herein. This Agreement may be enforced in appropriate proceedings at law or in equity, and injunctive relief shall be available in the event of violations or threatened violations of this Agreement.

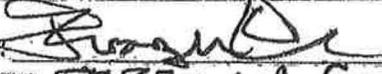
23. **Binding Effect.** All the terms, conditions and covenants of this Agreement shall be binding upon and shall inure to the benefit of the successors and assigns, respectively, of each of the parties hereto.

24. **Relationship of the Parties.** This Agreement does not create, nor is it intended to create, a partnership, joint venture or any other business relationship between the parties.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, Surface Owner and Grantee have executed this Agreement in duplicate effective the date first above written.

Pine Canyon Ranch, LLC

By:   
Name: Jerry W. Carlson  
Title: AUTHORIZED MEMBER

Canyon Fuel Company, LLC

By:   
Name: Brian S. Settles  
Title: Chief Administrative Officer

**SCHEDULE A**  
**Legal Description**

TOWNSHIP 13 SOUTH, RANGE 11 EAST, SALT LAKE BASE AND MERIDIAN

Section 25: E1/2E1/2; W1/2SE1/4; SE1/4SW1/4; E1/2NE1/4SW1/4; S1/2SW1/4NE1/4

Section 36: NW1/4NE1/4; E1/2NW1/4; N1/2SW1/4; E1/2SE1/4

TOWNSHIP 13 SOUTH, RANGE 12 EAST, SALT LAKE BASE AND MERIDIAN

Section 2: Lots 1, 2, 3 and 4; S1/2 (All)

Section 3: Lots 1, 2, 3 and 4; S1/2 (All)

Section 4: Lots 1, 2, 3 and 4; S1/2 (All)

Section 5: Lots 1, 2, 3 and 4; S1/2 (All)

Section 7: NE1/4SE1/4

Section 8: All

Section 9: All

Section 10: All

Section 11: All

Section 12: W1/2; S1/2NE1/4; W1/2SE1/4

Section 13: W1/2NW1/4; NE1/4NW1/4

Section 14: N1/2; N1/2S1/2; SW1/4SW1/4; SE1/4SE1/4

Section 15: All

Section 16: All

Section 17: All

Section 20: NE1/4

Section 29: W1/2; W1/2E1/2

Section 30: Lots 1, 2, 3 and 4 (W1/2W1/2); E1/2SW1/4

Section 31: Lots 1, 2 and 3 (W1/2NW1/4, NW1/4SW1/4); E1/2NW1/4

TOWNSHIP 14 SOUTH, RANGE 11 EAST, SALT LAKE BASE AND MERIDIAN

Section 1: SE1/4NE1/4; E1/2SE1/4

Section 12: E1/2E1/2; SW1/4SE1/4

TOWNSHIP 14 SOUTH, RANGE 12 EAST, SALT LAKE BASE AND MERIDIAN

Section 3: S1/2S1/2

Section 5: S1/2SE1/4

Section 8: NE1/4NE1/4; W1/2NE1/4; SW1/4; E1/2NW1/4

Section 9: SE1/4

Section 10: E1/2; SW1/4; E1/2NW1/4; SW1/4NW1/4

Section 11: SE1/4NE1/4; E1/2SE1/4; SW1/4SE1/4; W1/2

Section 13: W1/2SW1/4; S1/2NW1/4; NE1/4SW1/4

Section 14: All

Section 15: E1/2; SW1/4; E1/2NW1/4

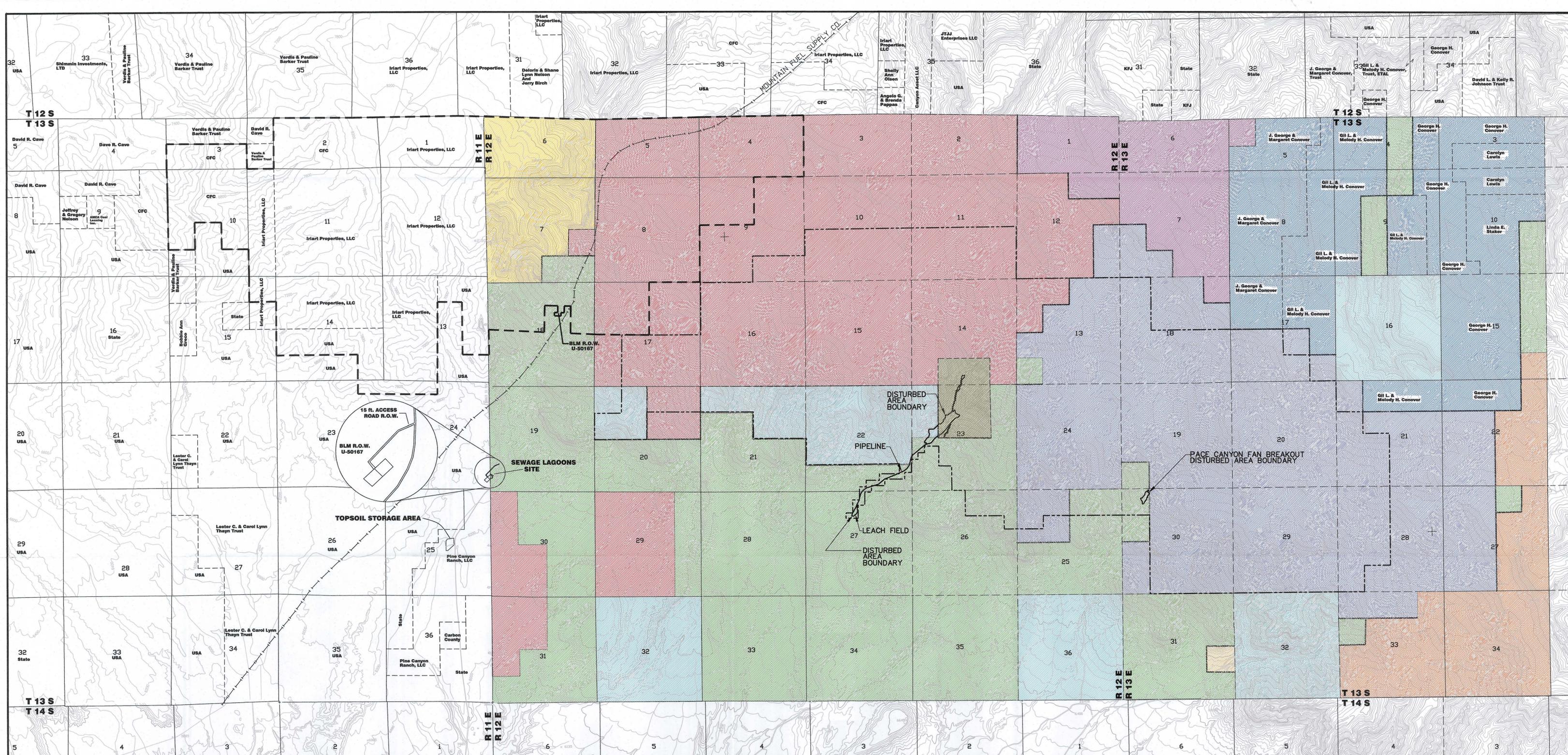
Section 17: NW1/4; SE1/4; E1/2SW1/4; NW1/4SW1/4

Section 20: N1/2NE1/4

Section 21: NE1/4NW1/4; W1/2NW1/4; SE1/4NE1/4

Section 22: NW1/4





LEGEND					
	MILTON AND ARDITH THAYN TRUST		KFJ RANCH PARTNERSHIP (KFJ)		CANYON FUEL COMPANY, LLC (CFC)
	UNITED STATES OF AMERICA (USA)		IRIART PROPERTIES TRUST		PERMIT AREA BOUNDARY (DUGOUT)
	STATE OF UTAH (STATE)		GLEN L. WELLS		PERMIT AREA BOUNDARY (SOLDIER CANYON)
	PINE CANYON RANCH, LLC		GEORGE H. CONOVER J. GEORGE AND MARGARET CONOVER TRUST GIL L. AND MELODY H. CONOVER TRUST CAROLYN LEWIS LINDA E. STAKER		
	PENTA CREEK, L.L.C. - 65.5% MAGNIFICENT SEVEN, L.L.C. - 34.5%				



REVISION		
DATE	BY	
03-05	VSM	
01-26-07	JKS	
10/09/07	SC	
02/21/08	VSM/SWF	
03/02/12	JKS	
07/06/16	BK/JKS	
07/22/16	JKS	
08/20/19	JKS	

**Canyon Fuel Company, LLC**  
Soldier Canyon & Dugout Canyon Mines

**SURFACE OWNERSHIP**

**Dugout Canyon Mine**

DRAWN BY: JLP    DATE: MAY 5, 1999    SCALE: 1"=2000'  
 APPROVED BY: VSM    FILE NAME: G:\UC1097\01\DWG\PLATE 1-1.DWG    DRAWING OR MAP NUMBER: PLATE 1-1