

August 24, 1976

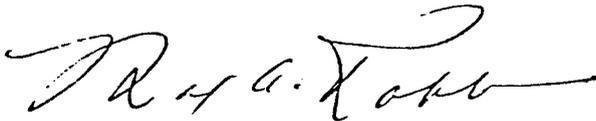
To Forest Supervisor
Manti-LaSal National Forest

The Swisher Coal Company hereby acknowledges its intent to grant to the Forest Service the following right of way for public access in return for Forest Service designs of the road and bridge and other considerations under the "Road Use Permit". Title transfer will be made upon receipt of the right of way plat and description.

The right of way in question begins at approximately the south quarter corner of Section 16, T16S, R7E, SLBM then meanders westerly through the south $\frac{1}{2}$ of the south $\frac{1}{2}$ of Section 16 to Section 17. From this point, the road traverses the southern half of the privately owned south east quarter of Section 17 bearing north west to the Forest Boundary.

The required right of way width will be developed in the description to encompass the road "as built" in Section 16 and "as exists" in Section 17.

Action on the right of way will commence following the remonumentation program by the Bureau of Land Management.



Swisher Coal Company

3. USE PLANS. Prior to January each year this permit is in effect, permittee shall notify the District Ranger in writing of the approximate time when such use will commence, the anticipated duration of such use, the names and addresses of permittee's contractors or agents who will use the road on behalf of permittee, the estimated extent of use, and such other information relative to permittee's anticipated use as the Forest Service may from time to time reasonably request. If and when during the year there is any significant change with respect to the information so supplied by permittee, the permittee will notify the District Ranger promptly in writing of such change. Plans and changes will be approved by the Forest Supervisor before use may commence.

5. COMPLIANCE WITH LAWS AND REGULATIONS. The permittee, in exercising the privileges granted by this permit, shall comply with the regulations of the Department of Agriculture and all Federal, State, county and municipal laws, ordinances or regulations which are applicable to the area or operations covered by this permit.

6. USE NONEXCLUSIVE. The privileges granted in this permit to use this road are not exclusive. The Forest Service may use this road and authorize others to use it at any and all times. The permittee shall use said road in such manner as will not unreasonably or unnecessarily interfere with the use thereof by other authorized persons, including Forest Service.

7. RULES GOVERNING USE. The permittee, its agents, employees, contractors or employees of contractors, shall comply with all reasonable rules prescribed by the Forest Service for control and safety in the use of this road and to avoid undue damage to the road. Such rules will include:

(1) Upon reasonable notice, closing the road or restricting its use when, due to weather conditions, or the making of alterations or repairs, unrestricted use would in Forest Service judgment, cause excessive damage, or create hazardous conditions;

(2) Upon reasonable notice, closing the road during periods when, in Forest Service judgment, there is extraordinary fire danger;

(3) Traffic controls, which in Forest Service judgment, are required for safe and effective use of the road by authorized users thereof;

(4) Prohibition upon the loading ~~XXXXXX~~ trucks while such trucks are standing on the roadway surface, except to recover lost ~~XXXXXX~~ materials.

(5) Prohibition on the operation on this road of any vehicles or equipment having cleats or other tracks which will injure the surface thereof;

(6) Applicable signing shall be erected to warn the general public of hauling operations.

(7) Regulation of the number of vehicles so as to prevent undue congestion of this road.

(8) The Permittee shall not use an "active ingredient" as defined in Section 2 of the Federal Insecticide, Fungicide, and Rodenticide Act, as amended (86 Stat. 973), in violation of said act on the land described in this permit.

(9) Other—Specify (Optional)

8. INSURANCE. Permittee shall be required to carry public liability and property damage insurance for the operation of vehicles, in the amounts established by applicable State laws, cooperative agreements, or easements issued on the subject road or roads. In any event, the permittee must carry liability insurance and property damage insurance of not less than \$ 100,000 for injury or death to one person, \$ 300,000 for injury or death to two or more persons, and \$ 50,000 for damage to property. Proof of satisfactory insurance may be required by the Forest Service prior to hauling over this road and will be for the duration of the permit, and such insurance policy shall bear an endorsement requiring the issuing company to give 30 days prior written notice to the Forest Supervisor Manti-LaSal National Forest of cancellation or material change.

9. MAINTENANCE. The permittee shall bear the expense of maintenance proportionate to his use. This expense will be borne by The Swisher Coal Company and the Forest Service. At a future time when hauling commences, the Forest Service will conduct a study to determine the proportionate share of maintenance cost for which each of the parties is to be held responsible. The study will take into consideration both the number of vehicles using the Road, and the type of vehicle. Forest Service will update such study periodically and will reapportion maintenance costs. Until such time as a study indicated otherwise, the Swisher Coal Company will perform all maintenance required under this permit.

Maintenance shall be performed in accordance with Forest Service specifications or requirements for maintenance as hereinafter listed, or as may be mutually agreed upon from time to time and shall consist of (1) current maintenance as necessary to preserve repair, and protect the roadbed, surface and all structures and appurtenances, and (2) resurfacing equivalent in extent to the wear and loss of surfacing caused by operations authorized by this permit.

9a. MAINTENANCE AND RESURFACING REQUIREMENTS AND SPECIFICATIONS. (Specify)

Maintenance shall be performed on a routine, reoccurring interval to include cleaning of ditches and catch basins, removal of surface ruts and imperfection, maintenance of surface materials, and dust abatement control. Maintenance shall also include snow removal and the sanding of hazardous areas. Coal dust shall not be used during maintenance operations. (See attached continuation)

10. PERFORMANCE BOND. In the event the permittee is to perform his proportionate share of road maintenance, road resurfacing, or betterment, as determined and within time periods established by the Forest Supervisor, the Forest Service may require as a further guarantee of the faithful performance of such work that the permittee furnish and maintain a surety bond satisfactory to the Forest Service in the sum of one hundred thousand dollars (\$ 100,000.00), or in lieu of a surety bond, deposit into a Federal depository, as directed by the Forest Service, and maintain therein cash in the sum of one hundred thousand dollars (\$ 100,000.00), or negotiable securities of the United States having market value at time

¹ Delete inapplicable clause.

of deposit of not less than ^{one} hundred thousand \$ 100,000.00). As security for the performance of road maintenance (and betterment) requirements or the settlement of claims incident thereto is completed, unencumbered cash guarantees or negotiable securities deposited in lieu of surety bond will be returned to the permittee.

11. FIRE PREVENTION AND SUPPRESSION. The permittee shall take all reasonable precautions to prevent and suppress Forest fires. No material shall be disposed of by burning in open fires during the closed season established by law or regulation without a written permit from the Forest Service.

12. DAMAGES. The permittee shall exercise diligence in protecting from damage the land and property of the United States covered by and used in connection with this permit, and promptly upon demand shall pay the United States for any damage resulting from negligence, or from violation of the terms of this permit or of any law or regulation applicable to the National Forests, by the permittee, or by his agents, contractors, or employees of the permittee acting within the scope of their agency, contract, or employment.

13. OFFICIALS NOT TO BENEFIT. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this agreement or to any benefit that may arise herefrom unless it is made with a corporation for its general benefit.

14. OUTSTANDING RIGHTS. This permit is subject to all outstanding rights.

15. SUSPENSION. Upon the failure of the permittee, its agents, employees or contractors to comply with any of the requirements of this permit, the officer issuing the permit may suspend operations in pursuance of this permit.

16. TERMINATION. This permit shall terminate on January 1, 1986 unless extended in writing by the Forest Service. It may be terminated upon breach of any conditions herein. This permit shall be reviewed annually and is subject to revision.

17. In the event of any conflict between any of the preceding printed clauses or any provision thereof and any of the following clauses or any provisions thereof, the following clauses will control.

18. The Environmental Analysis Report developed for this project shall be made a part of this permit. The permit is subject to the guidelines and recommendations developed in that report.

19. Before final acceptance, buildings, roadways, borrow pits, quarries, and all ground occupied by the Contractor in connection with the work shall be cleaned of all rubbish, excessive materials, temporary structures and equipment, and all parts of the work shall be left in a neat and presentable condition. Cleanup will include roughly spreading the overlying material and topsoil back over disturbed areas in such a manner so that water will not collect in low areas. All slopes will be smooth and uniform.

2-1. Work Required to Accommodate Permitted Use

The attached plans, general provision, general specifications, and construction details shall be used and shall be adhered to as follows:

- A. The Permittee shall supply the materials to construct the bridge and road including material certification. The certifications are to be forwarded to the Manti-LaSal National Forest for confirmation prior to installation or erection. The Permittee shall also supply the corrugated metal culvert, aggregate, and bitumen surfacing materials needed to construct the road.
- B. The Permittee shall provide quality control inspections during construction. Such inspection will include but not be limited to:
 - 1. That pipe and bridge materials are of the proper size, shape, gage, and quality as specified.
 - 2. That compactive effort is maintained as specified through in-place density tests. This action will require that the permittee obtain moisture density curves for field samples prior to beginning construction activities.
 - 3. That aggregate surfacing gradations meet the specifications.
 - 4. That constructed sections conform to the lines and grades as shown on the plans and staked on the ground by the Forest Service.
- C. The inspectors provided by the Permittee shall be qualified to take the tests called for in the specifications. The inspectors shall certify in writing that the work and materials comply with the specifications.
- D. Where materials are delivered to the job site, certification shall be made and given to the Forest Service prior to installation of the materials. A copy of the suppliers certification shall be forwarded to the Forest Service.
- E. In the attached specifications, the term "Contractor" refers to the Permittee, the Swisher Coal Company. The term "Engineer" refers to the person or persons designated by the Permittee as their Project Engineer. Inspection by the Forest Service will be done to insure that the Permittee's inspectors require compliance with the specifications.
- F. The term Contracting Officer refers to the Forest Supervisor.
- G. The Swisher Coal Company will take the necessary steps to obtain a responsible contractor, as determined by a review of said contractor's past performance and financial capabilities. Said contractor will be agreeable to all parties of this permit.

(Continuation)

9a. Maintenance and Resurfacing Requirements and Specifications

It is the intent of this permit that at some future time, the Permittee will provide an adequate bituminous pavement structure over the entire haul route. This second stage of construction concerning bituminous surfacing shall commence at such time as degradation of the gravel surface and dust abatement can no longer be contained by routine maintenance.

The specifications developed as a part of this contract contain no references to bituminous surfacing requirements. Such specifications and requirements will be developed by the Forest Service at that time.

Amendment to the Road Use Permit
Issued to Swisher Coal Company 10/12/1976

The continuation sheet for 2-1 should be modified as follows:

Sections A through D will remain the same.

Section E will be deleted and the following inserted in its place:

In the attached specifications, the term "Contractor" refers to the Permittee, the Swisher Coal Company. The term "Engineer" refers to a Forest Service engineer designated by the Forest Engineer. The Contractor will pay for the Engineer's services. It is estimated these services will cost \$5,000. The Contractor will deposit \$5,000 in advance of services being provided by the Forest Service. Upon completion of work any balances will be refunded to the Contractor.

Sections F and G will remain the same.

ACCEPTED	Permittee (Name and Signature)	Date
	<i>Thane R. Ross (Swisher Coal Co.)</i>	<i>11/5/76</i>
APPROVED	Issuing Officer (Name and Signature)	Date
<i>DRK</i>	<i>William B. Dalry Acting Forest Supervisor</i>	<i>11/8/76</i>

UTAH DEPARTMENT OF TRANSPORTATION
Application for Right-of-Way Encroachment Permit

Date July 15 19 76

To: District Engineer
UTAH DEPARTMENT OF TRANSPORTATION

Application is hereby made by: (1) Manti-LaSal National Forest,
Address (2) 350 East Main Street, Price, Utah 84501,
Telephone number 637-2817 for permission to do the following: (3)
To construct an approach road from Mill Fork Canyon to State Highway 31, which
will be 30' wide, with a tentative 6" gravel subbase and a + 1% grade approach
(rolling grade).

(4) Location: Approximately 9.5 miles northwest of Huntington, Utah, on State
Highway 31 (Forest Highway 7) - Ref. Utah Forest Highway Project 7-E,
Sta. 598+00 +

City Huntington County Emery State or ~~the~~ Forest Highway Project
31 Milepost No. 32.53 in accordance with the attached plan. (5)

(6) Construction will begin on or about October 1 19 76
and will be completed on or before August 1 19 77.

If the proposed installation requires breaking of the pavement, give the fol-
lowing information: N/A

- a. Type of pavement: _____
- b. The opening to be made will be _____ feet long by _____ feet
wide and _____ feet deep.
- c. A bond in the amount of \$ _____ has been posted with

Telephone number _____, to run for a term of three (3)
years after completion of work to guarantee satisfactory performance.

If this permit is granted, we agree to comply with all conditions, restrictions
and regulations as contained in the "Regulations for the Control and Protection
of State Highway Rights-of-Way" approved by the Utah State Road Commission on Oc-
tober 8, 1962, and all revisions thereto.

**Manti-LaSal National Forest
United States Forest Service
Department of Agriculture**

Owner

By William H. Baley Signature

Acting Forest Supervisor Title

To be filled in by the District Engineer:

- (1) Permit should should not be granted.
- (2) Additional requirements which should be imposed: None

State Traffic Engineer

James L. Deaton
District Engineer

- (1) *Application for this permit should be made in duplicate by whoever will actually do the work whether it be the owner or a contractor.
- (2) Mailing address of applicant.
- (3) State fully and completely the type of installation, type of construction, width, thickness, drainage data, etc., where applicable. If pole line, give the following information: number of poles, total length of line, type of wire, character of service, vertical clearance over roadway, and voltage if power line.

If pipe line or buried cable, give the following information: type of service, size and length of line, depth of trench, kind of pipe (sewer, gas, oil, water supply, etc.) or conduit, and if pipe is to be driven or if pavement is to be broken. All fluid lines require encasement with suitable material. The size and length of encasement shall be satisfactory to the State Department of Transportation.

- (4) Give distance from some geographical point such as intersecting highways, city, or corporate limits. Give city, county, and state or U.S. route number.
- (5) Attach four (4) copies of a plan showing proposed location of structures with reference to pavement and right-of-way lines. If installation crosses the highway, show cross section of present roadway and proposed installation.
- (6) Give anticipated dates for beginning and for completion of proposed installation.

Note: A fee of five dollars will be charged for all Right-of-Way Encroachment Permits, except those obtained for pole lines, pipe lines, and buried cable lines. This Permit fee, where applicable, should be submitted with the application. The costs of inspection are included in the Right-of-Way Encroachment Permit fee, except for pole lines, pipe lines, and buried cable lines which shall be billed for the inspection as described under "Inspection" on Page 16 of the "Regulations for the Control and Protection of State Highway Rights-of-Way."

UTAH DEPARTMENT OF TRANSPORTATION DISTRICT OFFICE ADDRESSES

District #1 - P.O. Box 309, 128-17th St., Ogden, Utah
District #2 - 525 West 13th South, Salt Lake City, Utah
District #3 - 708 South 100 West, Richfield, Utah
District #4 - P.O. Box 352, Price, Utah
District #5 - 880 North Main, Cedar City, Utah
District #6 - 50 South 700 East, American Fork, Utah

*These numbers correspond to numbers on the Application Form.

District No. 4 Date December 20, 1976 Application of Kanti-La Sal Forest Service
(Swisher Coal Company) By William H. Foley, Title Acting Forest Supervisor
Address 350 E. Main St., Price, Utah, Phone 637-2817, in Carbon County
is hereby granted, subject to the Regulations for the Control and Protection of State Highway Rights-of-
Way, Standard Specifications for Road and Bridge Construction, Specifications for Excavation on State
Highways, General Safety Orders of the Industrial Commission, Safety Manual for Road and Bridge
Construction, Instructions to Flagmen, the approved plans, and any special limitations set forth hereon
permission for the purpose of constructing an approach 30' wide onto SR-31

within right-of-way limits of Highway No. SR-31, State Maintenance Section No. 00-31-01
Milepost No. 32.53, in the following location:
About 9 1/2 miles northwest of Huntington City on the west side of the highway

~~Receipt of \$5.00 permit fee is hereby acknowledged (delete where not applicable).~~ The work permitted
herewith shall commence October 1, 1976 and shall diligently be prosecuted to completion
The work shall be completed and all disturbed surfaces or objects restored on or before August 1, 1977. In the event work is commenced under this permit, the applicant agrees to prosecute the same
to completion by the date herein above specified. In the event the applicant fails or refuses to complete
the work the State Highway Department may, at its election, fill in or otherwise correct any existing
impediments at the expense of and subject to immediate payment by the applicant.

Applicant shall execute a bond in the minimum amount of \$1000, increased by multiples thereof
determined by the District Engineer, to insure faithful performance of the permittee's obligations.
The bond shall remain in force for three years after completion of the work.

Before work permitted herewith is commenced, the applicant shall notify: Mr. E. Ward Cox, State
Engineer, at Huntington 687-9969 and commencement of said work is understood to indicate that
the applicant will comply with all instructions and regulations of the Utah State Department of Highways
with respect to performance of said work, and that he will properly safeguard said work to prevent
accident and shall indemnify and hold harmless the Utah State Department of Highways from
damages arising out of any and all operations performed under this Permit.
Permittee shall not perform any work on State highway right-of-way beyond those areas or operations
stipulated on the permit.

If applicant fails to comply with State Highway Department regulations, specifications, or instructions
pertinent to this permit, the District Engineer or his duly authorized representative may by verbal
order suspend the work until the violation is corrected. If the applicant fails or refuses to comply
promptly, the District Engineer or his authorized representative may issue a written order stopping
all or any part of the work. When satisfactory corrective action is taken, an order permitting resumption
of work may be issued.

Special Limitations: None

William H. Foley
(Signature of Applicant)

Approved by: [Signature]