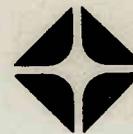
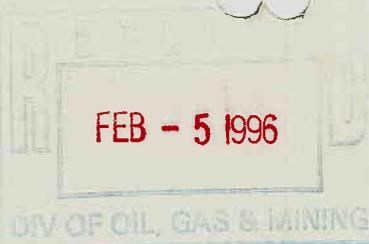


Mountain Coal Company
 West Elk Mine
 Post Office Box 591
 Somerset, Colorado 81434
 Telephone 303 929-5015



01/18/96

Mr. Jeffrey DeFreest
District Geologist
U.S. Forest Service
Supervisors Office
599 West Price River Drive
Price, Utah 84501

File # 2

Re: Request to Cancel
Special Use Permits
Huntington Canyon No. 4 Mine
INA/015/004
Emery County, Utah

Dear Mr. DeFreest:

Mountain Coal Co. is herein requesting the cancellation of the remaining 2 Special Use Permits for the Huntington Canyon No. 4 Mine, located in Mill Fork Canyon. One permit was for 0.225 acres for the Sedimentation Pond, issued 9/82. The other permit was for 0.7 for the water quality monitoring (flume), issued 11/81.

The sediment pond and flume were both removed, regraded and reseeded in the Fall of 1995. Your memo of 09/18/95 to Pam Grubaugh - Littig indicated your acceptance of the work performed prior to seeding. The seeding and mulching has been completed according to the plan. The Utah Division of Oil, Gas and Mining has subsequently granted Phase II Bond Release on this property.

I have enclosed copies of both Special Use Permits for your reference. If you have any questions, or need any further information, please let me know.

Respectfully,

Dan W. Guy,
for

Paige B. Beville

cc: Susan White - UDOGM
Paige Beville - MCC
Scot Anderson - ARCO
File

SPECIAL USE PERMIT

Act of June 4, 1897
This permit is revocable and nontransferable
(Ref. FSM 2710)

Act of October 21, 1976 (P.L. 94-579)

a. Record no. (1-2) <u>70</u>	b. Region <u>04</u>	c. Forest (5-6) <u>10</u>
d. District (7-8) <u>03</u>	e. User number (9-12) <u>4087</u>	f. Kind of use (13-15) <u>72/912</u>
g. State (16-17) <u>49</u>	h. County (18-20) <u>015</u>	i. Card no. (21) <u>1</u>

Permission is hereby granted to Beaver Creek Coal Company
of P.O. Box A.U. - 1109 South Carbon Avenue, Price, Utah 84501
hereinafter called the permittee, to use subject to the conditions set out below, the following described lands
or improvements:

NE 1/4, NW 1/4, Section 21, T16S., R7E., SLBM

This permit covers 0.225 acres and/or ----- miles and is issued for the purpose of:
Maintenance of two (2) sediment ponds for the Swisher #4 mine. Ponds were
constructed under permit to Swisher.

1. Construction or occupancy and use under this permit shall begin within 1 months, and
construction, if any, shall be completed within ----- months, from the date of the permit. This
use shall be actually exercised at least 300 days each year, unless otherwise authorized
in writing.

2. In consideration for this use, the permittee shall pay to the Forest Service, U.S. Department of
Agriculture, the sum of Twenty-Five Dollars (\$ 25.00) for the period
from January 1 1982, to December 31, 1982, and thereafter
annually on January 1 Dollars (\$ 25.00):
Twenty-Five
Provided, however, Charges for this use may be made or readjusted whenever necessary to place the
charges on a basis commensurate with the value of use authorized by this permit.

3. This permit is accepted subject to the conditions set forth herein, and to conditions 18 to
36 attached hereto and made a part of this permit.

PERMITTEE	NAME OF PERMITTEE	SIGNATURE OF AUTHORIZED OFFICER	DATE
	Beaver Creek Coal Company	<i>Thomas H. Barker</i>	3 Sept. 82
ISSUING OFFICER	NAME AND SIGNATURE	TITLE	DATE
	<i>Ross E. Butler</i>	Acting Forest Supervisor	9/8/82

1982 fees paid under name of
Swisher Coal Company:

(CONTINUED ON REVERSE)

4. Development plans: layout (instruction, reconstruction, or alteration of improvements; or revision of layout or construction plans for this area must be approved in advance and in writing by the forest supervisor. Trees or shrubbery on the permitted area may be removed or destroyed only after the forest officer in charge has approved, and has marked or otherwise designated that which may be removed or destroyed. Timber cut or destroyed will be paid for by the permittee as follows: Merchantable timber at appraised value; young-growth timber below merchantable size at current damage appraisal value; provided that the Forest Service reserves the right to dispose of the merchantable timber to others than the permittee at no stumpage cost to the permittee. Trees, shrubs, and other plants may be planted in such manner and in such places about the premises as may be approved by the forest officer in charge.

5. The permittee shall maintain the improvements and premises to standards of repair, orderliness, neatness, sanitation, and safety acceptable to the forest officer in charge.

6. This permit is subject to all valid claims.

7. 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.

8. 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 officer in charge or his authorized agent.

9. 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 shall pay the United States for any damage resulting from negligence or from the violation of the terms of this permit or of any law or regulation applicable to the National Forests by the permittee, or by any agents or employees of the permittee acting within the scope of their agency or employment.

10. The permittee shall fully repair all damage, other than ordinary wear and tear, to national forest roads and trails caused by the permittee in the exercise of the privilege granted by this permit.

11. 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.

12. Upon abandonment, termination, revocation, or cancellation of this permit, the permittee shall remove within a reasonable time all structures and improvements except those owned by the United States, and shall restore the site, unless otherwise agreed upon in writing or in this permit. If the permittee fails to remove all such structures or improvements within a reasonable period, they shall become the property of the United States, but that will not relieve the permittee of liability for the cost of their removal and restoration of the site.

13. This permit is not transferable. If the permittee through voluntary sale or transfer, or through enforcement of contract, foreclosure, tax sale, or other valid legal proceeding shall cease to be the owner of the physical improvements other than those owned by the United States situated on the land described in this permit and is unable to furnish adequate proof of ability to redeem or otherwise reestablish title to said improvements, this permit shall be subject to cancellation. But if the person to whom title to said improvements shall have been transferred in either manner provided is qualified as a permittee and is willing that his future occupancy of the premises shall be subject to such new conditions and stipulations as existing or prospective circumstances may warrant, his continued occupancy of the premises may be authorized by permit to him if, in the opinion of the issuing officer or his successor, issuance of a permit is desirable and in the public interest.

14. In case of change of address, the permittee shall immediately notify the forest supervisor.

15. The temporary use and occupancy of the premises and improvements herein described may be sublet by the permittee to third parties only with the prior written approval of the forest supervisor but the permittee shall continue to be responsible for compliance with all conditions of this permit by persons to whom such premises may be sublet.

16. This permit may be terminated upon breach of any of the conditions herein or at the discretion of the regional forester or the Chief, Forest Service.

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

18. (A-13) - A late payment charge in addition to the regular fees shall be made for failure to meet the fee payment due date or any of the dates specified for submission of statements required for fee calculation. The late payment charge shall be \$15, or an amount calculated by applying the current rate prescribed by Treasury Fiscal Requirements Manual Bulletins to the overdue amount for each 30-day period or fraction thereof that the payment is overdue, whichever is greater. If the due date falls on a non-workday, the late payment charge will not apply until the end of the next workday.
19. (B-2) - During the performance of this permit, the permittee agrees:
- a. In connection with the performance of work under this permit, including construction, maintenance, and operation of the facility, the permittee shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
 - b. The permittee and his employees shall not discriminate by segregation or otherwise against any person on the basis of race, color, religion, sex, or national origin by curtailing or refusing to furnish accommodations, facilities, services, or use privileges offered to the public generally.
 - c. The permittee shall include and require compliance with the above nondiscrimination provisions in any subcontract made with respect to the operations under this permit.
20. (B-8) - The permittee shall indemnify the United States against any liability for damage to life or property arising from the occupancy or use of National Forest lands under this permit.
21. (C-9) - No storage or transportation of water on the National Forest lands covered by this permit shall be made until the facilities have been constructed in accordance with the approved plans and specifications, the permittee has submitted certification thereof by a registered professional engineer, and the permittee has received written approval from the Forest Service.
22. (C-12) - The Environmental Assessment previously furnished is made a part of the permit.
23. (D-3) - The permittee shall protect the scenic esthetic values of the area under this permit, and the adjacent land, as far as possible with the authorized use, during construction, operation, and maintenance of the improvements.
24. (D-4) - The permittee shall take reasonable precautions to protect, in place, all public land survey monuments, private property corners, and Forest boundary markers. In the event that any such land markers or monuments are destroyed in the exercise of the privileges authorized by this permit, depending on the type of monument destroyed, the permittee shall see that they are reestablished or referenced in accordance with (1) the procedures outlined in the "Manual of Instructions for the Survey of the Public Land of the United States," (2) the specifications of the county surveyor, or (3) the specifications of the Forest Service.

Further, the permittee shall cause such official survey records as are affected to be amended as provided by law.

25. (D-7) - The permittee shall be responsible for the prevention and control of soil erosion and gulying on the area covered by this permit and lands adjacent thereto, and shall provide preventive measures as required by the Forest Service.
26. (E-4) - Unless sooner terminated or revoked by the Regional Forester, in accordance with the provisions of the permit, this permit shall expire and become void on December 31, 1999, but a new permit to occupy and use the same National Forest land may be granted provided the permittee will comply with the then existing laws and regulations governing the occupancy and use of National Forest lands and shall have notified the Forest Supervisor not less than six months prior to said date that such new permit is desired.
27. (X-4) - This permit is issued on the condition that the permittee has secured, or will secure, the consent of any person having valid claim to the land.
28. (X-5) - The land herein described is subject to certain rights reserved by or outstanding in parties other than the United States, and nothing herein shall abridge said rights or authorize prevention or obstruction of the reasonable exercise thereof.
29. (X-6) - This permit is subject to the rights and privileges granted in mineral, oil, or gas leases covering this land which have been issued by an authorized agency of the United States, and this permit does not authorize the prevention of obstruction of the reasonable exercise of the rights and privileges granted by said mineral, oil, or gas leases.
30. (X-17) - If, during excavation work, items of substantial archeological or paleontological value are discovered, or a known deposit of such items is disturbed, the permittee will cease excavation in the area so affected. He will then notify the Forest Service and will not resume excavation until written approval is given.
31. (X-19) - The permittee agrees to permit the free and unrestricted access to and upon the premises at all times for all lawful and proper purposes not inconsistent with the intent of the permit or with the reasonable exercise and enjoyment by the permittee of the privileges thereof.
32. (X-27) - This permit covers use of land only for flooding. It is specifically understood that the shoreline touching the National Forest land and the land above the shoreline and above the normal spillway-crest water level shall remain under the jurisdiction of the Forest Service. The Forest Service reserves the right to use and permit use of the land under permit: Provided, That such use does not interfere with the purpose for which this permit is granted.

33. (X-67) - The permittee further agrees that the Forest Service representative may inspect the structures at any time and if not satisfied with the then-existing protection to control soil erosion on the dams and in and below the spillways to streambed, upon written notice thereof, the permittee shall take action to provide protection to control soil erosion. If the Forest Service is not satisfied with any safety, operation, maintenance, or other feature or physical condition of the structures and appurtenances, upon written notice thereof, the permittee shall comply with a request to correct, adjust, or change same.
34. (X-68) - Rental equipment shall not be placed on National Forest land prior to actual use or be allowed to remain on National Forest land subsequent to actual use, but shall be stored at or removed to private land: Provided, That this will not preclude storage on National Forest land under permit for equipment storage.
35. (X-81) - This permit confers no right to the use of water by the permittee.
36. Approval is also subject to the list of conditions shown under item 7 of the application (copy of Swisher application attached).

AMENDMENT FOR SPECIAL USE PERMIT Ref: FSM 2714	a. Record no. (1-2) 70	b. Range (3-4) 04	c. Forest (5-6) 10
	d. District (7-8) 03	e. User number (9-12) 4083	f. Kind of use (13-15) 612
THIS AMENDMENT IS ATTACHED TO AND MADE A PART OF THE <input checked="" type="checkbox"/> TERM <input type="checkbox"/> ANNUAL PERMIT	g. State (16-17) 49	h. County (18-20) 015	i. Cord no. (21) 1

For Experimental - Demonstration issued to _____
Arco Coal Company (KIND OF PERMIT)
 _____, on 11/10/81
 (NAME OF PERMITTEE) (DATE OF PERMIT)

which is hereby amended as follows: Clause No. 2.

Increases the minimum annual fee to \$25.00.

This Amendment is accepted subject to the conditions set forth herein, and to conditions _____ to
 _____ attached hereto and made a part of this Amendment.

PERMITTEE	NAME OF PERMITTEE Arco Coal Company	SIGNATURE OF AUTHORIZED OFFICER TITLE	DATE
ISSUING OFFICER	NAME AND SIGNATURE <i>Ross E. Butler</i>	TITLE Acting Forest Supervisor	DATE 8/31/82

United States Department of Agriculture Forest Service SPECIAL USE PERMIT Act of June 4, 1897 This permit is revocable and nontransferable (Ref. FSM 2710) Act of October 21, 1976 (P.L. 94-579)	a. Record no. (1-2)	b. Region (3-4)	c. Forest (5-6)
	70	04	10
	d. District (7-8)	e. User number (9-12)	f. Kind of use (13-15)
	03	4083	612
	g. State (16-17)	h. County (18-20)	k. Card no. (21)
	49	015	1

Permission is hereby granted to Arco Coal Company

of P.O. Box 5300 - Denver, Colorado 80217

hereinafter called the permittee, to use subject to the conditions set out below, (the following described lands or improvements:

Little Bear Canyon Site: NW $\frac{1}{2}$ SW $\frac{1}{2}$, Section 9, T16S., R7E., Parshall flume with single stage sediment sampler to be located just downstream from Little Bear Spring stabilized with concrete riprap.

Upper Mill Fork Site: SE $\frac{1}{2}$ SE $\frac{1}{2}$, Section 18, T16S., R7E., Parshall flume with single stage sediment sampler.

Lower Mill Fork Site: NW $\frac{1}{2}$ NW $\frac{1}{2}$, Section 22, T16S., R7E., Sharp-crested V-notch weir with single stage sediment sampler.)

Location of above sites shown on attached map

This permit covers .7 acres and/or - - miles and is issued for the purpose of: Operation of a streamflow and water quality monitoring network in the area of the Beaver Creek Coal Company's Huntington Canyon No. 4 Mine. The network is designed to assess the effects of possible subsidence and surface disturbance resulting from mining operations.

1. Construction or occupancy and use under this permit shall begin within 1 months, and construction, if any, shall be completed within 2 months, from the date of the permit. This use shall be actually exercised at least 365 days each year, unless otherwise authorized in writing.

2. In consideration for this use, the permittee shall pay to the Forest Service, U.S. Department of Agriculture, the sum of Ten Dollars (\$ 10.00) for the period from November 10 19 81, to December 31, 19 81, and thereafter annually on January 1

Ten Dollars (\$ 10.00) :
 Provided, however, Charges for this use may be made or readjusted whenever necessary to place the charges on a basis commensurate with the value of use authorized by this permit.

3. This permit is accepted subject to the conditions set forth herein, and to conditions 18 to 25 attached hereto and made a part of this permit.

PERMITTEE	NAME OF PERMITTEE	SIGNATURE OF AUTHORIZED OFFICER	DATE
	ARCO COAL COMPANY	<i>Don W. Hoop</i>	11/10/81
ISSUING OFFICER	NAME AND SIGNATURE	TITLE	DATE
	<i>W. E. Butler</i>	Acting Forest Supervisor	11/10/81

4. Development plans; layout; construction, reconstruction, or relocation of improvements; or revision of layout or construction plans for this area must be approved in advance and in writing by the forest supervisor. Trees or shrubbery on the permitted area may be removed or destroyed only after the forest officer in charge has approved, and has marked or otherwise designated that which may be removed or destroyed. Timber cut or destroyed will be paid for by the permittee as follows: Merchantable timber at appraised value; young-growth timber below merchantable size at current damage appraisal value; provided that the Forest Service reserves the right to dispose of the merchantable timber to others than the permittee at no stumpage cost to the permittee. Trees, shrubs, and other plants may be planted in such manner and in such places about the premises as may be approved by the forest officer in charge.
5. The permittee shall maintain the improvements and premises to standards of repair, orderliness, neatness, sanitation, and safety acceptable to the forest officer in charge.
6. This permit is subject to all valid claims.
7. 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.
8. 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 officer in charge or his authorized agent.
9. 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 shall pay the United States for any damage resulting from negligence or from the violation of the terms of this permit or of any law or regulation applicable to the National Forests by the permittee, or by any agents or employees of the permittee acting within the scope of their agency or employment.
10. The permittee shall fully repair all damage, other than ordinary wear and tear, to national forest roads and trails caused by the permittee in the exercise of the privilege granted by this permit.
11. 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.
12. Upon abandonment, termination, revocation, or cancellation of this permit, the permittee shall remove within a reasonable time all structures and improvements except those owned by the United States, and shall restore the site, unless otherwise agreed upon in writing or in this permit. If the permittee fails to remove all such structures or improvements within a reasonable period, they shall become the property of the United States, but that will not relieve the permittee of liability for the cost of their removal and restoration of the site.
13. This permit is not transferable. If the permittee through voluntary sale or transfer, or through enforcement of contract, foreclosure, tax sale, or other valid legal proceeding shall cease to be the owner of the physical improvements other than those owned by the United States situated on the land described in this permit and is unable to furnish adequate proof of ability to redeem or otherwise reestablish title to said improvements, this permit shall be subject to cancellation. But if the person to whom title to said improvements shall have been transferred in either manner provided is qualified as a permittee and is willing that his future occupancy of the premises shall be subject to such new conditions and stipulations as existing or prospective circumstances may warrant, his continued occupancy of the premises may be authorized by permit to him if, in the opinion of the issuing officer or his successor, issuance of a permit is desirable and in the public interest.
14. In case of change of address, the permittee shall immediately notify the forest supervisor.
15. The temporary use and occupancy of the premises and improvements herein described may be sublet by the permittee to third parties only with the prior written approval of the forest supervisor but the permittee shall continue to be responsible for compliance with all conditions of this permit by persons to whom such premises may be sublet.
16. This permit may be terminated upon breach of any of the conditions herein or at the discretion of the regional forester or the Chief, Forest Service.
17. In the event of any conflict between any of the preceding printed clauses or any provisions thereof and any of the following clauses or any provisions thereof, the following clauses will control.

18. (A-13) - A late payment charge in addition to the regular fees shall be made for failure to meet the fee payment due date or any of the dates specified for submission of statements required for fee calculation. The late payment charge shall be \$15, or an amount calculated by applying the current rate prescribed by Treasury Fiscal Requirements Manual Bulletins to the overdue amount for each 30-day period or fraction thereof that the payment is overdue, whichever is greater. If the due date falls on a nonworkday, the late payment charge will not apply until the end of the next workday.
19. (B-8) - The permittee shall indemnify the United States against any liability for damage to life or property arising from the occupancy or use of National Forest lands under this permit.
20. (D-2) - No waste or byproducts shall be discharged if it contains any substances in concentrations which will result in substantial harm to fish and wildlife, or to human water supplies.

Storage facilities for materials capable of causing water pollution, if accidentally discharged, shall be located so as to prevent any spillage into waters, or channels leading into water, that would result in substantial harm to fish and wildlife or to human water supplies.

21. (D-3) - The permittee shall protect the scenic esthetic values of the area under this permit, and the adjacent land, as far as possible with the authorized use, during construction, operation, and maintenance of the improvements.
22. (D-4) - The permittee shall take reasonable precautions to protect, in place, all public land survey monuments, private property corners, and Forest boundary markers. In the event that any such land markers or monuments are destroyed in the exercise of the privileges authorized by this permit, depending on the type of monument destroyed, the permittee shall see that they are reestablished or referenced in accordance with (1) the procedures outlined in the "Manual of Instructions for the Survey of the Public Land of the United States," (2) the specifications of the county surveyor, or (3) the specifications of the Forest Service.
23. (E-4) - Unless sooner terminated or revoked by the Regional Forester, in accordance with the provisions of the permit this permit shall expire and become void on December 31, 1996, but a new permit to occupy and use the same National Forest land may be granted provided the permittee will comply with the then existing laws and regulations governing the occupancy and use of National Forest lands and shall have notified the Forest Supervisor not less than six months prior to said date that such new permit is desired.
24. (X-5) - The land herein described is subject to certain rights reserved by or outstanding in parties other than the United States, and nothing herein shall abridge said rights or authorize prevention or obstruction of the reasonable exercise thereof.

United States
Department of
Agriculture

Forest
Service

Manti-LaSal
National Forest

599 West Price River Dr.
Price, Utah 84501

Reply to: 2820
7730

Date: MAY 22, 1987

Atlantic Richfield Company
Anaconda Building
555 17th Street
Denver, Colorado 80217

Gentlemen:

The Performance Bond 8087 85 55 in the amount of \$8,500.00 for the Road Use Permit is no longer needed. Enclosed is a copy of this letter for your surety, Federal Insurance Company.

Sincerely,

A.J. Frandsen

A.J. FRANDSEN
Acting Forest Supervisor

Enclosure

cc: Dan Guy - Beaver Creek Coal Company

Handwritten signature

U.S. DEPARTMENT OF AGRICULTURE
Forest Service

RECLAMATION PERFORMANCE BOND

(Minerals Operating Plan and/or Exploration Permit, Including Geothermal)

(Reference FSM 6506)

Bond 8087 85 55

INSTRUCTIONS: (1) This form is authorized for use whenever a Performance Bond is required in connection with National Forest Reclamation Activity. (2) The full legal name and business address of the Principal shall be inserted in the space designated 'Principal' on the face of this form. The bond shall be signed by an authorized person. Where such person is signing in a representative capacity (e.g., an attorney-in-fact), but is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved, evidence of his authority must be furnished. (3) Corporations executing the bond as sureties must be among those appearing on the Treasury Department's list of approved sureties and must be acting within the limitations set forth therein. (4) Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the work 'Seal', and, if executed in Maine or New Hampshire, shall also affix an adhesive seal. (5) The name of each person signing this bond should be typed in the space provided.

Principal (Legal name and business address)

Atlantic Richfield Company
Anaconda Building
555 17th St.
Denver, CO 80217

Date Bond Executed

July 2, 1981

Type of Organization (X Appropriate Box)

Individual

Partnership

Joint Venture

Corporation

Surety(ies) (Name(s) and business address(es))

Federal Insurance Company
1385 S. Colo. Blvd. #616
Denver, CO 80222

State of Incorporation

Pennsylvania

PENAL SUM OF BOND

Million(s) \$	Thousand(s) \$	Hundred(s) \$
	8	500

KNOW ALL MEN BY THESE PRESENTS, That we, the Principal and Surety(ies) hereto, are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum for the payment of which we bind ourselves, and each of our heirs, executors, administrators, and successors, jointly and severally: Provided, That, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum 'jointly and severally' as well as 'severally' only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety, but if no limit of liability is indicated, the limit of liability shall be the full amount of the penal sum.

SCHEDULE OF OPERATING PLANS - REGION _____

Name of National Forest	Operating Plan Number	Date	Amount Allocated to Operating Plan (\$)	Amount of Allocated Restored (\$)	Date Restored	Unallocated Balance (\$)
Manti-La-Sal						

THE CONDITION OF THIS OBLIGATION IS SUCH, That whereas the Principal has an interest in the Operating Plans identified in the Schedule of Operating Plans above; and

WHEREAS, the Principal and Surety agree that, without notice of the surety, the coverage of this bond, in addition to the present operating plans of the Principal, shall extend to and include:

1. Any operating plan approved by the Forest Service and issued to the Principal in the Region or Forests named above, or later named in a rider, the coverage to become effective immediately upon approval by the Forest Service.
2. Any operating plan hereafter approved by the Forest Service in the Region or Forests named above, to become effective immediately upon approval by the Forest Service.
3. Any extension of the operating plan, such coverage to continue without interruption due to expiration of the operating plan.
4. Any modification of an operating plan, include obligations thereunder, whether made by agreement, suspension of operations, or otherwise; and

WHEREAS, the Principal and Surety hereby agree that notwithstanding the termination of any operating plan covered by this bond, the bond shall remain in full force and effect as to all remaining operating plans covered by this bond.

NOW, THEREFORE, if the Principal shall: Perform and fulfill all the reclamation provisions of all operating plans referred to in the Schedule of Operating Plans and shall also perform and fulfill all the reclamation provisions of any and all duly authorized modifications of said operating plans that may hereafter be made, then the above obligations are to be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the Principal and Surety(ies) have executed this reclamation bond and have affixed their seals on the date set forth above.

PRINCIPAL

Signature(s)	1.	2.	Corporate Seal
	(Seal)	(Seal)	
Name(s) and Titles (Typed)	1.	2.	Corporate Seal

SURETY(IES)

Name and Address	Federal Insurance Company 1385 S Colo. Blvd. #616 Denver, CO 80222	State of Inc. N. J.	Liability Limit	Corporate Seal
Signature(s)	1. <i>Marjory Davis</i>	2.		
Name(s) and Titles (Typed)	1. Marjory Davis Attorney-in-Fact	2.		
Bond Premium	Rate Per Thousand \$ 3.75	Total \$ 31.87		

Remarks

POWER OF ATTORNEY

Know all Men by these Presents, That the FEDERAL INSURANCE COMPANY, 100 William Street, New York, New York, a New Jersey Corporation, has constituted and appointed, and does hereby constitute and appoint **Robert W. Whitman, Marjory Davis, Robert E. Duncan and Bruce Bonar of Denver, Colorado**-----

each its true and lawful Attorney-in-Fact to execute under such designation in its name and to affix its corporate seal to and deliver for and on its behalf as surety thereon or otherwise, bonds or obligations given or executed in the course of its business, and any instruments amending or altering the same, and consents to the modification or alteration of any instruments referred to in said bonds or obligations.

In Witness Whereof, the said FEDERAL INSURANCE COMPANY has, pursuant to its By-Laws, caused these presents to be signed by its Assistant Vice-President and Assistant Secretary and its corporate seal to be hereto affixed this **16th** day of **December** 19 **80**

FEDERAL INSURANCE COMPANY
By



George McClellan

George McClellan
Assistant Vice-President

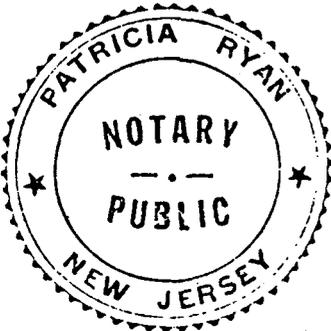
Richard D. O'Connor

Richard D. O'Connor
Assistant Secretary

STATE OF NEW JERSEY }
County of Essex } ss:

On this **16th** day of **December** 19 **80**, before me personally came Richard D. O'Connor to me known and by me known to be Assistant Secretary of the FEDERAL INSURANCE COMPANY, the corporation described in and which executed the foregoing Power of Attorney, and the said Richard D. O'Connor being by me duly sworn, did depose and say that he is Assistant Secretary of the FEDERAL INSURANCE COMPANY and knows the corporate seal thereof; that the seal affixed to the foregoing Power of Attorney is such corporate seal and was thereto affixed by authority of the By-Laws of said Company, and that he signed said Power of Attorney as Assistant Secretary of said Company by like authority; and that he is acquainted with George McClellan and knows him to be the Assistant Vice-President of said Company, and that the signature of said George McClellan subscribed to said Power of Attorney is in the genuine handwriting of said George McClellan and was thereto subscribed by authority of said By-Laws and in deponent's presence.

Acknowledged and Sworn to before me
on the date above written.



Patricia Ryan
Notary Public

PATRICIA RYAN
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires December 11, 19

CITY OF SHORT HILLS }
County of Essex } ss.

I, the undersigned, Assistant Secretary of the FEDERAL INSURANCE COMPANY, do hereby certify that the following is a true excerpt from the By-Laws of the said Company as adopted by its Board of Directors on March 11, 1953 and amended May 27, 1971 and that this By-Law is in full force and effect.

"ARTICLE XVIII.

Section 2. All bonds, undertakings, contracts and other instruments other than as above for and on behalf of the Company which it is authorized by law or its charter to execute, may and shall be executed in the name and on behalf of the Company either by the Chairman or the Vice-Chairman or the President or a Vice-President, jointly with the Secretary or an Assistant Secretary, under their respective designations, except that any one or more officers or attorneys-in-fact designated in any resolution of the Board of Directors or the Executive Committee, or in any power of attorney executed as provided for in Section 3 below, may execute any such bond, undertaking or other obligation as provided in such resolution or power of attorney.

Section 3. All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the Vice-Chairman or the President or a Vice-President or an Assistant Vice-President, jointly with the Secretary or an Assistant Secretary, under their respective designations."

And I further certify that I have compared the foregoing copy of the POWER OF ATTORNEY with the original thereof and the same is a correct and true copy of the whole of said original Power of Attorney and that said Power of Attorney has not been revoked.

And I further certify that said FEDERAL INSURANCE COMPANY is duly licensed to transact fidelity and surety business in each of the States of the United States of America, District of Columbia, Puerto Rico, and each of the Provinces of Canada with the exception of Prince Edward Island; and is also duly licensed to become sole surety on bonds, undertakings, etc., permitted or required by law.

Given under my hand and the seal of said Company at Short Hills, N.J., this 2nd day of

July, 19 81.


Assistant Secretary