

STATE OF UTAH  
DEPARTMENT OF NATURAL RESOURCES  
BOARD OF OIL, GAS, AND MINING

1588 West North Temple  
Salt Lake City, Utah 84116

\* MINED LANDS RECLAMATION CONTRACT\*

THIS CONTRACT, made and entered into this fourth  
day of April, 1980, between SOLDIER CREEK COAL  
COMPANY, a Division of California Portland Cement Company,  
which is a duly authorized corporation existing under and by  
virtue of the laws of California, as party of the first part,  
and hereinafter called the Operator, and the Board of Oil,  
Gas, and Mining, duly authorized and existing by virtue of  
the laws of the State of Utah, as party of the second part,  
hereinafter called the Board.

WITNESSETH:

WHEREAS, the Operator is the owner and in possession  
of certain mining claims, and/or leases hereinafter more  
particularly mentioned and described in Exhibit "A" attached  
hereto.

WHEREAS, the Operator did on the 7th day of September,  
1979, file with the Division of Oil, Gas, and Mining, a "Notice  
of Intention to Commence Mining Operations" and a "Mining and  
Reclamation Plan" to secure authorization to engage, or continue  
to engage, in mining operations in the State of Utah, under the  
terms and provisions of the Mined Land Reclamation Act, Section 40-8,  
UCA 1953;

WHEREAS, the Operator is able and willing to reclaim  
the above mentioned "land affected" in accordance with the  
approved mining and reclamation plan, the Mined Land Reclamation  
Act and the rules and regulations adopted in accordance therewith.

WHEREAS, the Board has considered the factual information and recommendations provided by the staff of the Division of Oil, Gas, and Mining, as to the magnitude, type and cost of the approved reclamation activities planned for the land affected.

WHEREAS, the Board is cognizant of the nature, extent duration of operations, and financial status of the Operator and his capabilities of carrying out the planned work.

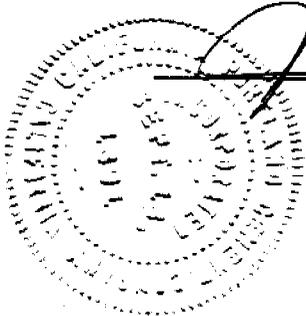
NOW, THEREFORE, for and in consideration of the mutual covenants of the parties by each of the other made and herein contained, the parties hereto agree as follows:

1. The Operator promises to reclaim the land affected in accordance with the approved Mining and Reclamation Plan, the Mined Land Reclamation Act, and the Rules and Regulations adopted in accordance therewith.
2. The Board, in lieu of the posting of bond or other surety, accepts the personal guarantee of the Operator to reclaim the land affected.
3. The Board and Operator both agree that the Operator will not be obligated to expend a sum in excess of that required to complete the reclamation work outlined in the Mining and Reclamation Plan which was designed for the mining operation as submitted to the Division on the 7th day of September, 1979, and which has been estimated to cost \$152,500.

IN WITNESS WHEREOF, the parties of the first and second parts hereto have respectively set their hands and seals this fourth day of April, 1980.

By: *T. J. [Signature]*

ATTEST:



*[Signature]*  
Secretary

BOARD OF OIL, GAS, AND MINING

By: *C. R. Henderson*  
Chairman

EXHIBIT A

Section 18 and the west half of Section 17, Township  
23 South, Range 6 East, Salt Lake Base and Meridian.