



January 5, 1983

M E M O R A N D U M

TO: Board of Oil, Gas & Mining - January Executive Session Briefing Item

FROM: Ronald W. Daniels, Associate Director *RWD*

SUBJECT: Division Finding on the Road Adjacent to the Trail Mountain Mine  
(Permit Number ACT/015/009)

The Division makes the finding that the road commonly referred to as the Cottonwood Canyon Road is a public road in accordance with the criteria set forth in the Division's memo to the Board of January 4, 1984. The Cottonwood Canyon Road extends from State Route 29 in a northerly direction up to and past the Trail Canyon Mine. The distance from State Route 29 to the mine is approximately 2.4 miles.

This finding is based on the following:

1. The subject road is affirmed to be a part of the Emery County Road System by virtue of official correspondence from Emery County dated April 22, 1983 and October 12, 1983 and as such is a public use road.

Further, Right of Way U-40600 issued by the Moab District of the Bureau of Land Management (BLM) to Emery County for the majority of the length of the course of the Cottonwood Canyon Road contains a specific condition (exhibit "B" - No. 9) requiring that public access be maintained by the County.

2. The road is constructed similarly to similarly constructed roads in the area by virtue of condition No. 2 of exhibit "B" of Right of Way U-40600, which requires compliance with all applicable laws. In addition, an agreement between Emery County and Trail Mountain Coal Company dated September 14, 1983 contains a specific provision (No. 10) to comply with all applicable Local, State and Federal laws.

3. The road is publicly funded in that an agreement was entered into between Emery County and Trail Mountain Coal Company on September 14, 1983, and the terms of that agreement provide for control of construction and maintenance of the road by the County.
4. The road has more than incidental public use by virtue of statements made in letters dated, November 1, 1983; November 11, 1983; November 8, 1983 and December 3, 1983. Those letters were submitted by individuals who represent groups of users and land management agencies who administer lands and land use beyond the mine site.

RD/jvb

cc: Jim Smith, DOGM  
Joe Helfrich, DOGM



Copy to: Margie Add to the Barbara Trail Men Road

# United States Department of the Interior

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

Proposal. This is the signed copy.

IN REPLY REFER TO:

2810  
U-40600  
(U-067)

SEP 14 1983

## RIGHT-OF-WAY

U-40600

### Section A

1. There is hereby granted, pursuant to Title V of the Federal Land Policy and Management Act of 1976 (43 U.S.C. 1761), a nonexclusive, nonpossessory right-of-way to:

Emery County  
Emery County Courthouse  
Castle Dale, Utah 84513

In case of change of address the holder shall immediately notify the Authorized Officer.

2. To use, subject to terms and conditions set out below, the following described Public Land.

Salt Lake Meridian  
T. 17 S., R. 7 E.,  
Sec. 31, Lots 2-4, SE $\frac{1}{4}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$   
T. 18 S., R. 7 E.,  
Sec. 6, Lot 3, E $\frac{1}{2}$

3. Description of the right-of-way facility and purpose:

The right-of-way is a road to be improved, maintained and used as part of the Emery County road system. The right-of-way width is 100 feet and 1.8 miles in length and contains 21.8 acres, more or less.

A map showing the location of the right-of-way over the above described public land is attached hereto as Exhibit "A".

### TERMS AND CONDITIONS

#### Section B

1. The right-of-way holder agrees to comply with all the applicable regulations contained in 43 CFR 2800.

2. If the right-of-way holder violates any of the terms and conditions to this grant, the Authorized Officer, after giving written notice may declare the grant terminated.
3. This grant is subject to all valid rights existing on the effective date of this grant.
4. There is hereby reserved to the Authorized Officer the right to grant additional rights-of-way or permits for compatible uses, on, over, under, or adjacent to the lands involved in this grant.
5. The Holder shall comply with the applicable Federal and State laws and regulations concerning the uses of pesticides (i.e., insecticides, herbicides, fungicides, rodenticides, and other similar substances) in all activities/operations under this grant. The Holder shall obtain from the Authorized Officer approval of a written plan prior to the use of such substances. The plan must provide the type and quantity of material to be used; the pest insect, fungus, etc., to be controlled; the method of application; the location for storage and disposal of containers; and other information that the Authorized Officer may require. The plan should be submitted no later than December 1 of any calendar year that covers the proposed activities for the next fiscal year (i.e., December 1, 1983, deadline for a fiscal year 1985 action). Emergency use of pesticides may occur. The use of substances on or near the right-of-way shall not be used if the Secretary of the Interior has prohibited its use. A pesticide shall be used only in accordance with its registered uses and within other limitations if the Secretary has imposed limitations. Pesticides shall not be permanently stored on public lands authorized for use under this grant.
6. The Holder agrees not to exclude any person from participating in employment or procurement activity connected with this grant on the grounds of race, creed, color, national origin, and sex, and to ensure against such exclusions, the Holder further agrees to develop and submit to the proper reviewing official specific goals and timetables with respect to minority and female participation in employment and procurement activity connected with this grant. The Holder will take affirmative action to utilize business enterprises owned and controlled by minorities or women in its procurement practices connected with this grant. Affirmative action will be taken by the Holder to assure all minorities or women applicants full consideration of all employment opportunities connected with this grant. The Holder also agrees to post in conspicuous places on its premises which are available to contractors, subcontractors, employees, and other interested individuals, notices which set forth equal opportunity terms; and to notify interested individuals, such as bidders, contractors, purchasers, and labor unions or representatives of workers with whom it has collective bargaining agreements, of the Company's equal opportunity obligations.
7. The right-of-way herein granted is subject to the express covenant that it will be modified, adapted, or discontinued if found by the Secretary to be necessary, without liability of expense to the United States, so as not to conflict with the use and occupancy of the land for any authorized works which may be hereafter constructed thereon under the authority of the United States.
8. The Holder shall indemnify the United States against any liability for damage to life and property arising from the occupancy or use of public lands under this grant.

9. All survey monuments, witness corners, reference monuments and bearing trees must be protected against destruction. Any damaged or obliterated markers must be re-established in accordance with accepted survey practices at the expense of the Holder.
10. The right-of-way shall be relinquished to the United States if the authorized use is no longer needed.
11. Compliance shall be in accordance with the terms and conditions as specified herein and in Exhibit "B", attached hereto and made a part hereof.
12. The Holder is exempt from paying a rental fee in accordance with 43 CFR 2803.1-2(c)(1).
13. This right-of-way grant shall terminate 30 years from the effective date of this grant unless prior thereto it is relinquished, abandoned, terminated, or otherwise modified pursuant to the terms and conditions of this grant or of any applicable Federal law or regulation.
- a. This grant is subject to review at the end of 20 years from the date of this decision, and at regular intervals thereafter not to exceed 10 years.
  - b. This grant may be renewed so long as it is still being used for the purposes granted, and is operated and maintained in accordance with all the provisions of this grant and pursuant to the regulations under which it is granted. If renewed the right-of-way will be subject to regulations existing at the time of renewal, and such other terms and conditions deemed necessary to protect the public interest.

Section C

The effective date of this right-of-way grant is the date of execution by the Authorized Officer.

The undersigned agrees to the terms and conditions of the right-of-way grant.

The right-of-way is executed this 14th day of Sept, 1983

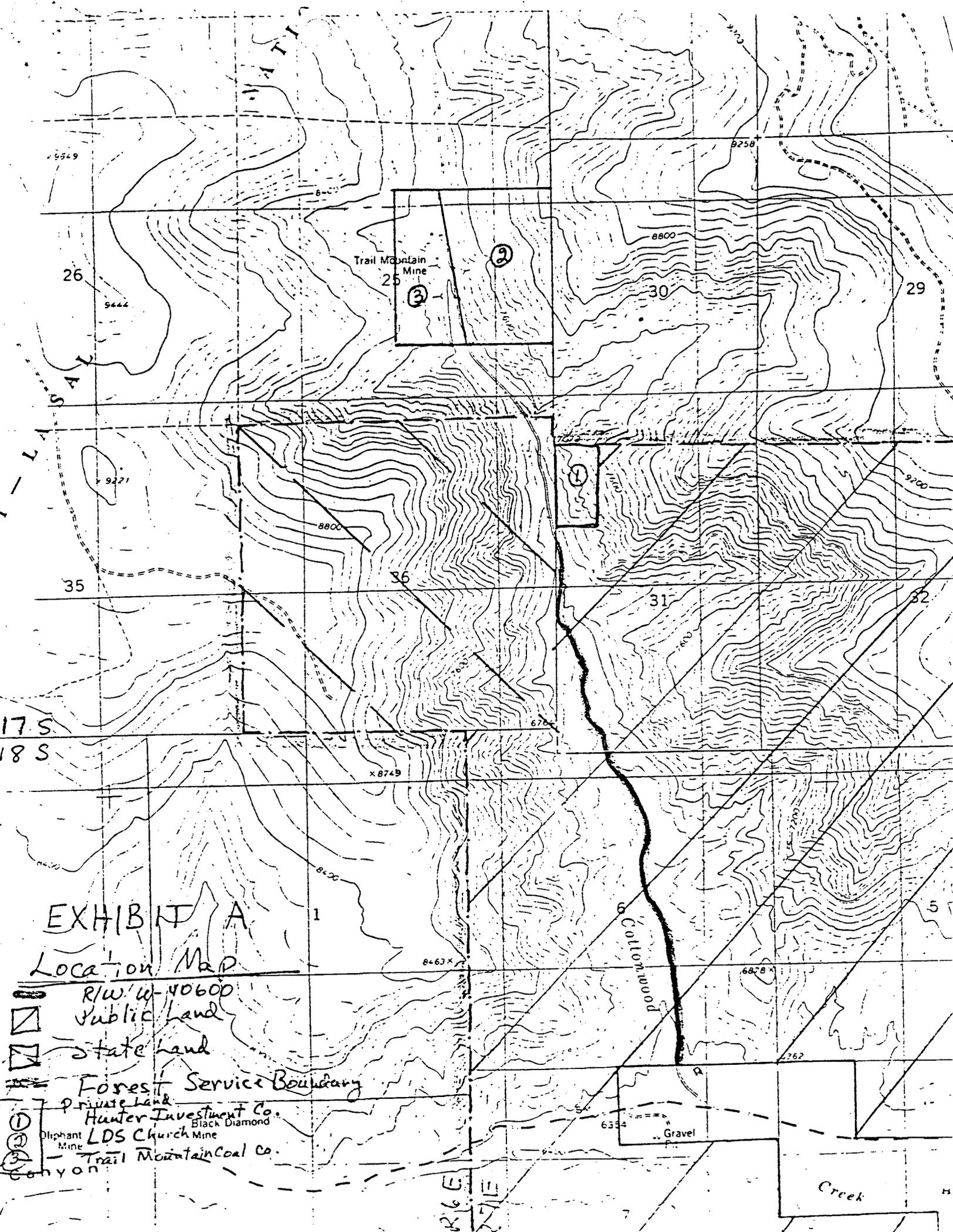
EMERY COUNTY, a body corporate and politic  
Name of Organization, Company or Corp.

By: Rue J. Ware

Title: CHAIRMAN

Date: September 14, 1983

Termination Date: 9/13/2013  
Samuel R. Rowley  
Area Manager



Trail Mountain Mine

25  
26  
29

8800

30

29

26

9444

6-00

9258

9221

8800

36

31

32

35

17 S  
18 S

x 8749

670

EXHIBIT A

Location Map

- R/W 4-40600
- Public Land
- State Land
- Forest Service Boundary
- Private Land
- Hunter Investment Co. Black Diamond
- Elephant Mine LDS Church Mine
- Trail Mountain Coal Co.
- Canyon

Colonwood

6828

362

6334

Gravel

Creek

R6E  
R7E

EXHIBIT "B"

Terms and Conditions

1. If the Holder or its contractors require materials from public lands, application shall be made under applicable regulations for such materials.
2. The Holder shall comply with applicable federal, state and local laws and regulations affecting in any manner construction, operation, maintenance or termination of the right-of-way grant.
3. The Holder shall protect existing telephone, telegraph and transmission lines, roads, trails, fences, ditches, and like improvements during construction, operation, maintenance and termination of the project. Damage caused by Holder to these systems shall be promptly repaired by the Holder to a condition satisfactory to the Authorized Officer. The Holder shall assure reasonable access for the Forest grazing allotment users.
4. The Holder shall notify the San Rafael Resource Area at least 48 hours before beginning any construction (phone 637-4584).
5. All construction activities shall be confined to the minimum area necessary and shall not exceed the 100 foot right-of-way width granted herein. The exterior boundaries of the right-of-way shall be clearly flagged prior to any surface disturbing activities.

Holder shall place slope stakes, culvert location, and grade stakes, and any other construction control stakes necessary to insure construction of this road, in accordance with all the technical information submitted with this right-of-way. If stakes are disturbed for any reason prior to or during clearing or topsoil removal, they shall be replaced before proceeding with the construction of the road.

6. Clearing will be held to a minimum and permitted only within the right-of-way, except that hazard trees outside the right-of-way may be cut with the approval of the Authorized Officer.

Vegetative debris and slash which is cut or cleared shall be completely disposed of by complete disposal or cut into 4 foot lengths for firewood. Stumps of cut trees shall be less than 12 inches in height.

7. The Holder shall make every reasonable effort to avoid or minimize dust problems. The Authorized Representative may require sprinkling, or other means of dust control on the road.

Any dust control measures required shall be continued for as long as necessary to effect control during the life of the project. These measures shall include, where necessary, sprinkling with water or similar actions at construction sites and project facilities.

8. The Holder shall comply with all state and federal regulations and laws pertaining to water quality, public health and public safety.

The Holder shall provide for the protection and enhancement of aesthetic values in the planning, construction and maintenance of the road.

Blasting is prohibited within 500 feet of any springs, unless otherwise permitted by the Authorized Officer.

Topsoils that have been excavated during construction shall be stockpiled and evenly spread over the disturbed area and seeded as determined by the Authorized Officer.

Trees, shrubs, grass and natural features that are not removed will be protected to the fullest extent possible from damage during construction.

9. Public Access. During construction, the Holder shall regulate access and vehicular traffic as required to facilitate construction operations and to protect the public, wildlife and livestock from hazards associated with the project. For this purpose, the Holder shall provide warnings, flagmen, barricades and other safety measures as circumstances require.

The Holder shall permit free and unrestricted public access to and upon the right-of-way for all lawful and proper purposes, except in areas designated as restricted by the Holder with the consent of the Authorized Officer in order to insure public safety and facilities constructed on the right-of-way.

The Holder acknowledges and agrees that the grant of this right-of-way is subject to the express condition that the exercise thereof will not unduly interfere with the management, administration or disposal of the United States of the lands affected thereby, or the full and safe utilization by the United States, for necessary operations incident to such management, administration or disposal.

10. The Holder shall immediately bring to the attention of the Authorized Officer any cultural or paleontological resources discovered during operations under this grant. The Holder shall not disturb any cultural or paleontological resources except as instructed by the Authorized Officer. The cost of investigating and protecting cultural resources discovered during operations shall be borne by the Holder.

11. The construction area will be kept clean at all times. All trash, packing material, oil residues, and other refuse or waste materials will be removed from construction areas on public land and placed in approved sanitary landfills.

12. During construction there will be periodic inspections by the Authorized Officer or his designee to ensure compliance.

13. Site Restoration. All public land areas where soils and surface materials are disturbed through construction or other actions incident to project operations shall be restored to their natural state insofar as practicable by water barring, scarifying, leveling, reseeding or other practices as prescribed by the Authorized Officer and to his satisfaction.

Excess excavated materials shall be loaded, overhauled, and disposal of at disposal sites shown on the plans. The materials placed shall be sloped and shaped to blend with the surrounding terrain and otherwise brought into a condition acceptable to the Authorized Officer. These materials shall not be disposed of on areas where the material will encroach on a stream course or other body of water or be subject to eroding into the stream.

All disturbed areas shall be reseeded to a mixture of grasses, browse and forbs as prescribed by the Authorized Officer, including location, season, rates, seed mixtures and methods of planting.

Whenever revegetation is required, the Holder shall file a report with the Authorized Officer when such planting is completed. The report shall contain information regarding the location of the area; the type of planting or seeding, including mixtures and amounts; the date of planting; and other relevant information as may be required by the Authorized Officer.

Inspection and evaluation of restorative measures taken will be made by the Authorized Officer as soon as it is possible to determine if a satisfactory growth has been established. In no instance shall this vegetative cover check be made until after completion of the first growing season.

14. Seeding shall take place from October 1 to November 30. Seeding method shall be by drilling and/or harrowing and will be repeated until vegetation is successfully established unless otherwise approved in writing by the Authorized Officer. The following seed mixture shall be used except in areas covered by Paragraph 15:

<u>Type</u>	<u>Rate (lbs./acre)</u>
Intermediate wheatgrass	2
Crested wheatgrass	2
Western wheatgrass	2
Indian ricegrass	2
Fourwing saltbush	1
Ephedra (Morman tea)	1
Yellow sweet clover	<u>2</u>
Total	12

15. To protect the riparian zone and stream channels, the Holder shall:

(a) Stabilize the road toe by using large rocks (greater than 12 inches diameter) for armor or riprap and reseeded with a mixture of grasses and forbs as specified by the Authorized Officer following construction.

(b) Plant cottonwood and willows (3-6 feet high) along the road toe where it contacts the riparian zone. Cottonwood trees and willows should also be planted in areas where channel realignment causes the stream to be diverted away from the existing riparian zone.

Turbidity in Cottonwood Creek below the confluence of Straight Canyon shall not be increased by more than 10 percent over the turbidity in Straight Canyon above the confluence for more than five consecutive days as a result of

the road or operation of the road. If the turbidity increase exceeds 10 percent for more than five days, the Holder must take appropriate measures to reduce the level.

In the construction of channel changes and stream-crossing embankment sections, natural stream flow shall be maintained at all times, unless otherwise provided.

16. Compliance. When all development and rehabilitation have been completed a joint compliance check of this right-of-way will be made by the Holder and the Authorized Officer to determine compliance with the terms and conditions of this grant. The Holder shall perform at his own expense any required modifications or additional reclamation work needed to comply with the terms of this grant.

17. If at any time hereafter the Holder wishes to reconstruct, remodel or relocate any portion of this right-of-way hereby granted, or any of the improvements thereon, the prior written approval of the Authorized Officer must be obtained. No such approval will be given unless the request is fully justified by the Holder and is authorized by law. Where necessary, the Holder shall make application under appropriate regulations.

18. No assignment shall be recognized unless or until it is approved in writing by the Authorized Officer in accordance with 43 CFR 2803.6-3 and 2803.6-4.

NATOMAS  
TRAIL  
MOUNTAIN  
COAL  
COMPANY

December 3, 1983

State of Utah  
Division of Oil, Gas and Mining  
4241 State Office Building  
Salt Lake City, Utah 84114

Attention: Marjorie L. Larson/Administrative Assistan  
to the Board

RE: Permitting of County Road into the Mine Plan.

Dear Marjorie:

At this time I would like to submit to you a map from the Bureau of Land Management showing the location of the right-of-way over public land from Highway 29 to Trail Mountain Coal Company mine site. This right-of-way is a road to be improved, maintained and used as part of the Emery County road system. (See Attachment A)

It is our understanding that if the criteria for a public road is met, (see DOGM letter dated October 5, 1983) it will of course not be necessary to permit the road in question.

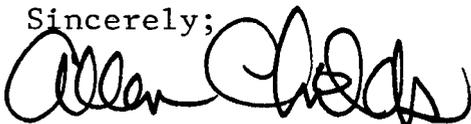
It is Trail Mountain Coal Company's contention that the test for a public road has been met. Enclosed are several documents that show the road in question does indeed meet the criteria for being a public road. (see Attachment B)

I would formally request for determination by the board, that the road in question is indeed a public road and that it will not be necessary for Trail Mountain Coal Company to permit this road.

In proceeding in this manner, We hope it will be possible to avoid a hearing.

If you have any questions, or need any additional information, please call Allen Childs at 748-2140.

Sincerely;



Allen Childs, Engineer

P.O. Box 551 Orangeville Utah 84537 a Natomas Coal Company subsidiary

ATTACHMENT A

AGREEMENT

This Agreement entered into as of the 8<sup>th</sup> day of September 1983, by and between the Trail Mountain Cattlemen's Association, acting in behalf of the members thereof, (hereinafter referred to as "Cattlemen"), and Trail Mnt. Coal Company, a California corporation, (hereinafter referred to as "Coal Company").

Whereas, the County of Emery desires that Coal Company make certain improvements to the road between State Highway U-29 and the Trail Mountain Coal Mine, and

Whereas, the Cattlemen believe that the proposed road improvements and consequent increase in traffic speed will create a situation hazardous for the movement of cattle along the road,

Now, therefore, in consideration of the mutual covenants herein contained the parties hereby agree as follows:

1. Coal Company agrees that it will:
  - (a) Repair or rebuild the corral at the mouth of Cottonwood Canyon, and
  - (b) construct a new corral accessible by cattle trucks at a site to be selected by Cattlemen to the north of the Mine, and
  - (c) to extend the existing drift fence north of the Mine to a point selected by Cattlemen to prevent cattle from walking around the existing fence on the west side.

All work to be completed on or before October 30, 1983 and shall conform to the specifications set forth in Exhibit A attached hereto and shall be done at Coal Company's sole cost.

2. Cattlemen agree that they will obtain such permits, licenses and/or leases or other authorizations from the appropriate county, state or federal governments and/or from any landowners as shall be required to accomplish the work required and site the corrals referred to in paragraph 1 above. Cattlemen further agree that from and after the completion of the work specified under paragraph 1 above the Coal Company shall have no title or interest in said work and shall have no responsibility for repair or maintenance.

3. Coal Company agrees that if Cattlemen provide Coal Company's Mine Superintendent with at least 5 days prior notice of the date when it or its members desire to move cattle up or down said road then Coal Company will, for 72 hours (commencing at 7:00 a.m. of the date scheduled for cattle movement), cease all coal truck traffic on said road. Cattlemen agree to use their best efforts to minimize the number of occasions when coal truck traffic shall be so interrupted by requesting its members to coordinate their cattle drives to occur whenever reasonably possible, within the 72 hour period.

4. Cattlemen shall advise the County of this agreement and indicate that by reason thereof they support the road improvements.

5. Except as to the provisions of paragraph 1 hereof, this agreement shall continue in full force and effect for the duration of the Coal Company's mining activities in Cottonwood Canyon.

6. The parties agree that should they default in the performance of any of the provisions hereof, the defaulting party shall be responsible for all costs and expenses, including a reasonable attorney's fee, incurred by the other party in enforcing the provisions of the agreement.

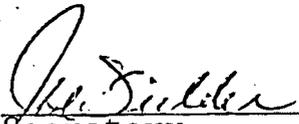
7. This agreement shall be binding upon the members of Cattlemen and the heirs, executors, administrators, successors and assigns of the parties.

IN WITNESS WHEREOF, the parties have executed this agreement as of the day and year first above set forth.

ATTEST:

"Coal Company"

TRAIL MOUNTAIN COAL COMPANY  
Subsidiary of Diamond Shamrock Co

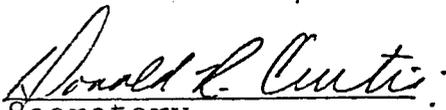
  
Secretary

By 

Sept 8, 1983  
Debbie Hansen  
Exp date - 3/31/87

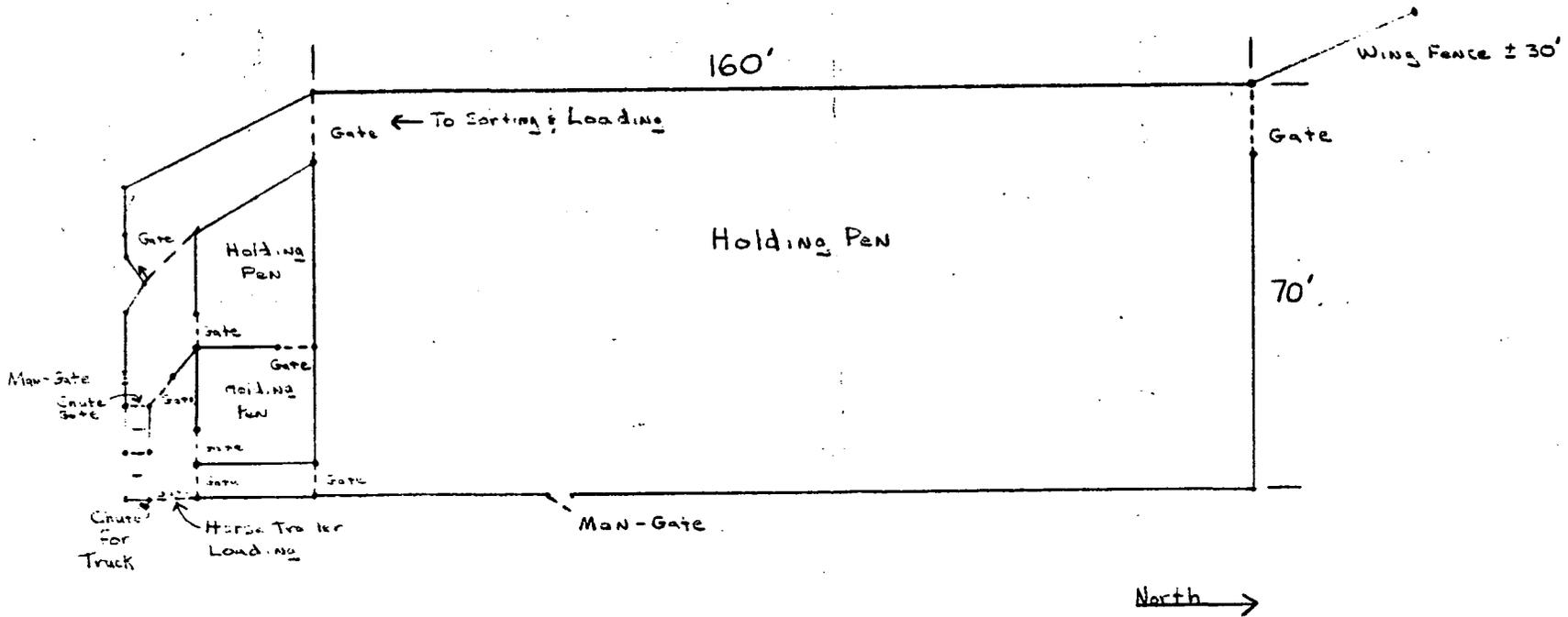
ATTEST:

"Cattlemen"  
TRAIL MOUNTAIN CATTLEMEN'S  
ASSOCIATION, for and in  
behalf of its members.

  
Secretary

By 

Cedar Posts - 8'  
5 High - Lodge Pole Fence - 18'  
Gates - Powder River Type  
and Wooden

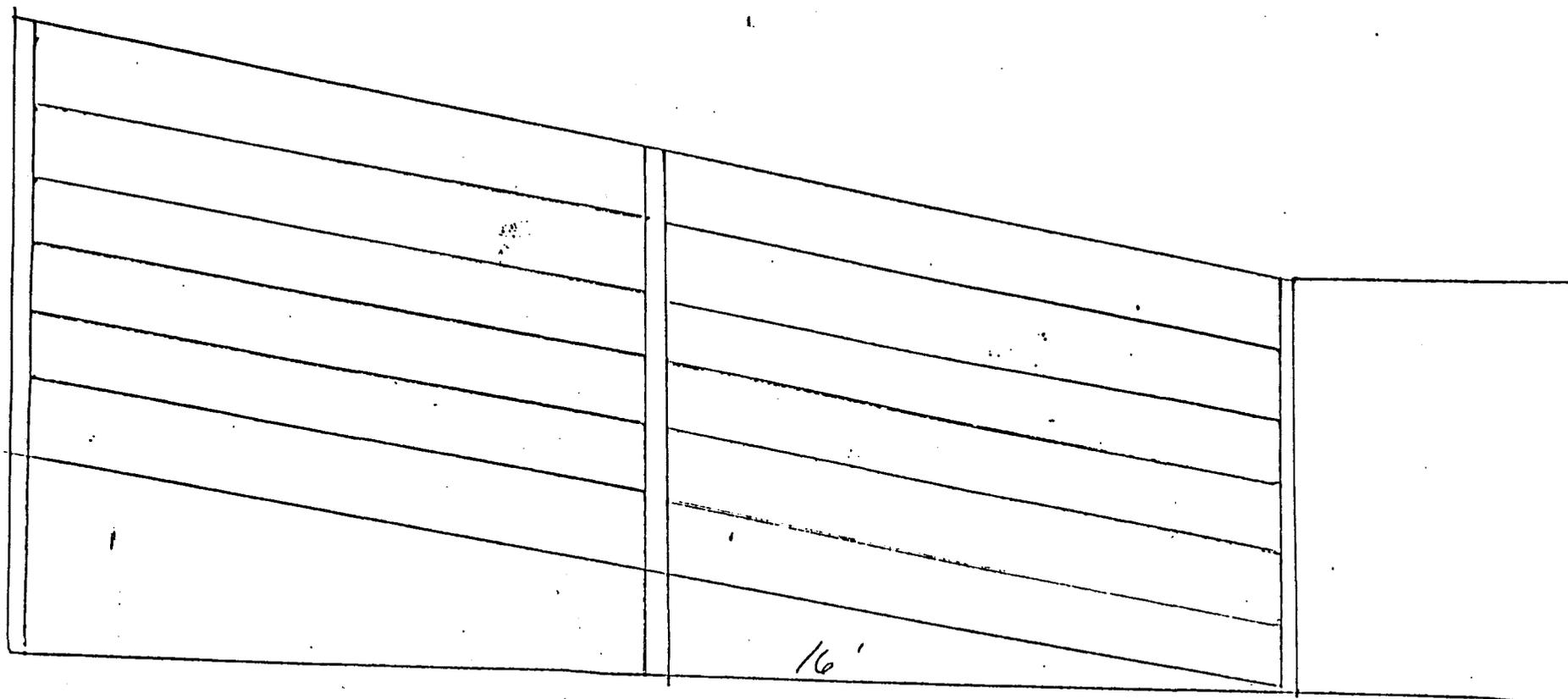


Cottonwood Canyon Corral  
Exhibit "A"  
9-6-83  
Scale: 1"=20'

# LOADING CHUTE

LINED INSIDE WITH 2" X 8" rough cut  
2 each 8, 10, 12' treated poles - uprights

Bottom constructed of 2" X 8" boards over railroad ties or equivalent w/ lattice top  
for traction.  
3' INSIDE ISLE





# United States Department of the Interior

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

IN REPLY  
REFER TO:

2810  
U-40600  
(U-067)

RIGHT-OF-WAY

U-40600

## Section A

1. There is hereby granted, pursuant to Title V of the Federal Land Policy and Management Act of 1976 (43 U.S.C. 1761), a nonexclusive, nonpossessory right-of-way to:

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The right-of-way is a road to be improved, maintained and used as part of the Emery County road system. The right-of-way width is 100 feet and 1.8 miles in length and contains 21.8 acres, more or less.

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## TERMS AND CONDITIONS

### Section B

1. The right-of-way holder agrees to comply with all the applicable regulations contained in 43 CFR 2800.

EXHIBIT B

2. If the right-of-way holder violates any of the terms and conditions to this grant, the Authorized Officer, after giving written notice may declare the grant terminated.
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  - a. This grant is subject to review at the end of 20 years from the date of this decision, and at regular intervals thereafter not to exceed 10 years.
  - b. This grant may be renewed so long as it is still being used for the purposes granted, and is operated and maintained in accordance with all the provisions of this grant and pursuant to the regulations under which it is granted. If renewed the right-of-way will be subject to regulations existing at the time of renewal, and such other terms and conditions deemed necessary to protect the public interest.

Section C

The effective date of this right-of-way grant is the date of execution by the Authorized Officer.

The undersigned agrees to the terms and conditions of the right-of-way grant.

The right-of-way is executed this \_\_\_\_\_ day of \_\_\_\_\_, 198\_\_

\_\_\_\_\_  
Name of Organization, Company or Corp.

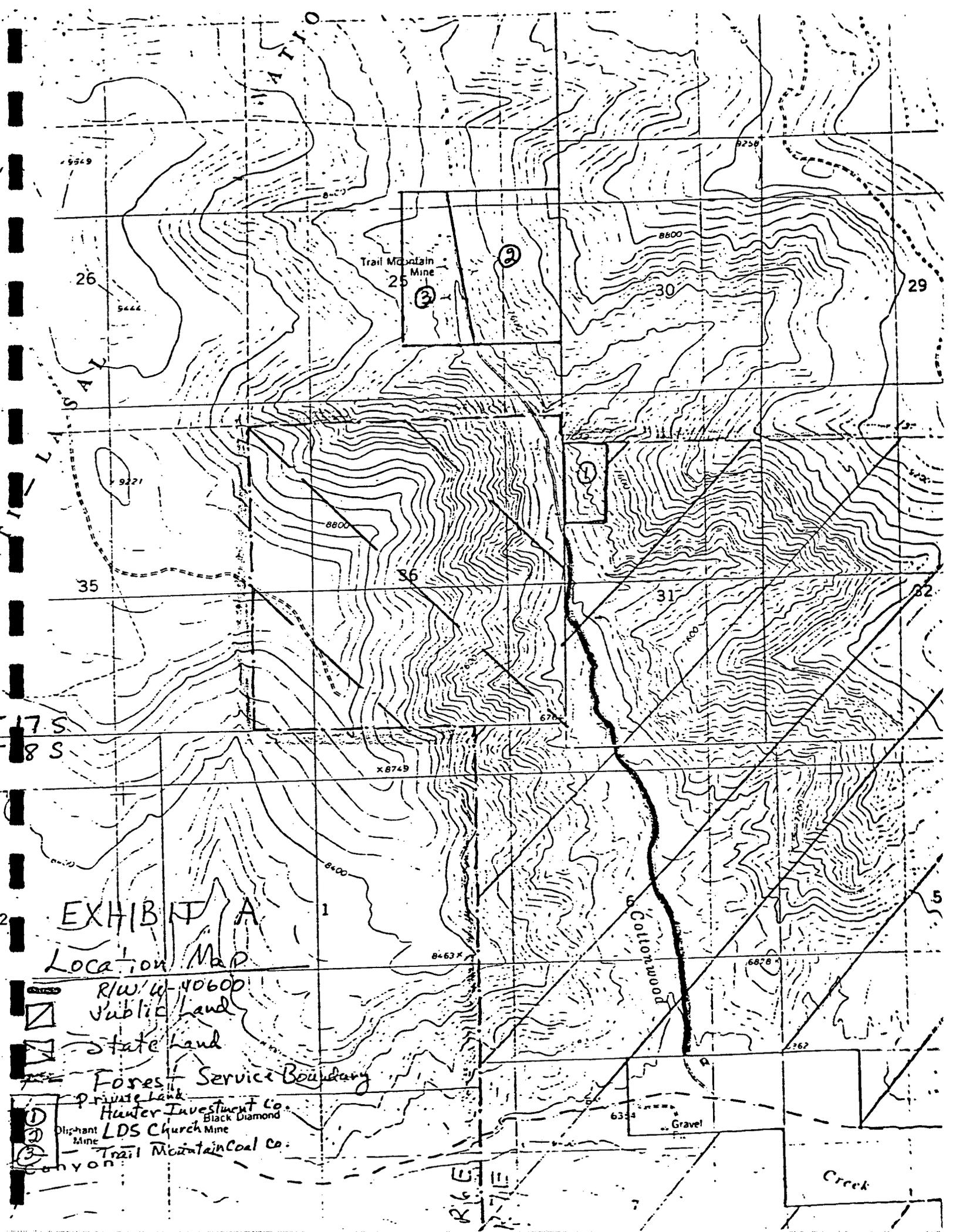
\_\_\_\_\_  
Termination Date:

By: \_\_\_\_\_

\_\_\_\_\_  
Area Manager

Title: \_\_\_\_\_

Date: \_\_\_\_\_



**EXHIBIT A**  
**Location Map**

- Public Land
- State Land
- Forest Service Boundary
- Private Land
  - Hunter Investment Co. Black Diamond
  - LDS Church Mine
  - Trail Mountain Coal Co.

Trail Mountain Mine

Colonwood Creek

R1E  
7N

Creek

26

25

29

30

35

36

31

32

17 S  
18 S

X 6749

8400

8463

6878

6267

6334

Gravel

①  
②  
③  
Canyon

EXHIBIT "B"

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3. The Holder shall protect existing telephone, telegraph and transmission lines, roads, trails, fences, ditches, and like improvements during construction, operation, maintenance and termination of the project. Damage caused by Holder to these systems shall be promptly repaired by the Holder to a condition satisfactory to the Authorized Officer. The Holder shall assure reasonable access for the Forest grazing allotment users.
4. The Holder shall notify the San Rafael Resource Area at least 48 hours before beginning any construction (phone 637-4584).
5. All construction activities shall be confined to the minimum area necessary and shall not exceed the 100 foot right-of-way width granted herein. The exterior boundaries of the right-of-way shall be clearly flagged prior to any surface disturbing activities.

Holder shall place slope stakes, culvert location, and grade stakes, and any other construction control stakes necessary to insure construction of this road, in accordance with all the technical information submitted with this right-of-way. If stakes are disturbed for any reason prior to or during clearing or topsoil removal, they shall be replaced before proceeding with the construction of the road.

6. Clearing will be held to a minimum and permitted only within the right-of-way, except that hazard trees outside the right-of-way may be cut with the approval of the Authorized Officer.

Vegetative debris and slash which is cut or cleared shall be completely disposed of by complete disposal or cut into 4 foot lengths for firewood. Stumps of cut trees shall be less than 12 inches in height.

7. The Holder shall make every reasonable effort to avoid or minimize dust problems. The Authorized Representative may require sprinkling, or other means of dust control on the road.

Any dust control measures required shall be continued for as long as necessary to effect control during the life of the project. These measures shall include, where necessary, sprinkling with water or similar actions at construction sites and project facilities.

8. The Holder shall comply with all state and federal regulations and laws pertaining to water quality, public health and public safety.

The Holder shall provide for the protection and enhancement of aesthetic values in the planning, construction and maintenance of the road.

Blasting is prohibited within 500 feet of any springs, unless otherwise permitted by the Authorized Officer.

Topsoils that have been excavated during construction shall be stockpiled and evenly spread over the disturbed area and seeded as determined by the Authorized Officer.

Trees, shrubs, grass and natural features that are not removed will be protected to the fullest extent possible from damage during construction.

9. Public Access. During construction, the Holder shall regulate access and vehicular traffic as required to facilitate construction operations and to protect the public, wildlife and livestock from hazards associated with the project. For this purpose, the Holder shall provide warnings, flagmen, barricades and other safety measures as circumstances require.

The Holder shall permit free and unrestricted public access to and upon the right-of-way for all lawful and proper purposes, except in areas designated as restricted by the Holder with the consent of the Authorized Officer in order to insure public safety and facilities constructed on the right-of-way.

The Holder acknowledges and agrees that the grant of this right-of-way is subject to the express condition that the exercise thereof will not unduly interfere with the management, administration or disposal of the United States of the lands affected thereby, or the full and safe utilization by the United States, for necessary operations incident to such management, administration or disposal.

10. The Holder shall immediately bring to the attention of the Authorized Officer any cultural or paleontological resources discovered during operations under this grant. The Holder shall not disturb any cultural or paleontological resources except as instructed by the Authorized Officer. The cost of investigating and protecting cultural resources discovered during operations shall be borne by the Holder.

11. The construction area will be kept clean at all times. All trash, packing material, oil residues, and other refuse or waste materials will be removed from construction areas on public land and placed in approved sanitary landfills.

12. During construction there will be periodic inspections by the Authorized Officer or his designee to ensure compliance.

13. Site Restoration. All public land areas where soils and surface materials are disturbed through construction or other actions incident to project operations shall be restored to their natural state insofar as practicable by water barring, scarifying, leveling, reseeding or other practices as prescribed by the Authorized Officer and to his satisfaction.

Excess excavated materials shall be loaded, overhauled, and disposal of at disposal sites shown on the plans. The materials placed shall be sloped and shaped to blend with the surrounding terrain and otherwise brought into a condition acceptable to the Authorized Officer. These materials shall not be disposed of on areas where the material will encroach on a stream course or other body of water or be subject to eroding into the stream.

All disturbed areas shall be reseeded to a mixture of grasses, browse and forbs as prescribed by the Authorized Officer, including location, season, rates, seed mixtures and methods of planting.

Whenever revegetation is required, the Holder shall file a report with the Authorized Officer when such planting is completed. The report shall contain information regarding the location of the area; the type of planting or seeding, including mixtures and amounts; the date of planting; and other relevant information as may be required by the Authorized Officer.

Inspection and evaluation of restorative measures taken will be made by the Authorized Officer as soon as it is possible to determine if a satisfactory growth has been established. In no instance shall this vegetative cover check be made until after completion of the first growing season.

14. Seeding shall take place from October 1 to November 30. Seeding method shall be by drilling and/or harrowing and will be repeated until vegetation is successfully established unless otherwise approved in writing by the Authorized Officer. The following seed mixture shall be used except in areas covered by Paragraph 15:

<u>Type</u>	<u>Rate (lbs./acre)</u>
Intermediate wheatgrass	2
Crested wheatgrass	2
Western wheatgrass	2
Indian ricegrass	2
Fourwing saltbush	1
Ephedra (Morman tea)	1
Yellow sweet clover	<u>2</u>
Total	12

15. To protect the riparian zone and stream channels, the Holder shall:

(a) Stabilize the road toe by using large rocks (greater than 12 inches diameter) for armor or riprap and reseeded with a mixture of grasses and forbs as specified by the Authorized Officer following construction.

(b) Plant cottonwood and willows (3-6 feet high) along the road toe where it contacts the riparian zone. Cottonwood trees and willows should also be planted in areas where channel realignment causes the stream to be diverted away from the existing riparian zone.

Turbidity in Cottonwood Creek below the confluence of Straight Canyon shall not be increased by more than 10 percent over the turbidity in Straight Canyon above the confluence for more than five consecutive days as a result of

the road or operation of the road. If the turbidity increase exceeds 10 percent for more than five days, the Holder must take appropriate measures to reduce the level.

In the construction of channel changes and stream-crossing embankment sections, natural stream flow shall be maintained at all times, unless otherwise provided.

16. Compliance. When all development and rehabilitation have been completed a joint compliance check of this right-of-way will be made by the Holder and the Authorized Officer to determine compliance with the terms and conditions of this grant. The Holder shall perform at his own expense any required modifications or additional reclamation work needed to comply with the terms of this grant.

17. If at any time hereafter the Holder wishes to reconstruct, remodel or relocate any portion of this right-of-way hereby granted, or any of the improvements thereon, the prior written approval of the Authorized Officer must be obtained. No such approval will be given unless the request is fully justified by the Holder and is authorized by law. Where necessary, the Holder shall make application under appropriate regulations.

18. No assignment shall be recognized unless or until it is approved in writing by the Authorized Officer in accordance with 43 CFR 2803.6-3 and 2803.6-4.

Final

AGREEMENT

This Agreement made and entered into by and between Emery County, a body corporate and politic, hereinafter referred to as "County", and Trail Mountain Coal Company, a California corporation, hereinafter referred to as "Trail Mountain";

WHEREAS, Trail Mountain wishes to make improvements to the County road which provides access to their coal mine in Emery County, and

WHEREAS, the parties hereto wish to memorialize their agreement, and

WHEREAS, the parties hereto have each received certain benefits hereunder,

NOW IT IS, THEREFORE, AGREED AS FOLLOWS:

1. Trail Mountain has, in addition to this Agreement, complied with the Emery County Encroachment Ordinance.
2. Trail Mountain has entered into an agreement with Trail Mountain Cattlemen's Association, a copy of which agreement is attached hereto and marked as Exhibit A. Said agreement is incorporated into this Agreement by reference.
3. A certain Bureau of Land Management, (hereinafter referred to as "BLM") right-of-way (U-40600) is required to complete this project. County has made application for said right-of-way which has been granted. A copy of said grant is attached hereto and marked as Exhibit B. Trail Mountain agrees to assume all obligations imposed upon County by the BLM concerning said right-of-way.
4. County agrees to obtain the necessary permits required by the United States Forest Service before any construction is undertaken upon that portion of roadway which crosses land subject to its jurisdiction. Trail Mountain agrees to assume all obligations imposed upon County by the United States Forest Service concerning said permit.
5. Trail Mountain agrees to construct said road pursuant to the plans and specifications submitted to County and dated July 22, 1983. The parties hereto agree that the construction will be completed in three phases. Phase one is construction of the road pursuant to the plans and specifications mentioned above excluding asphalt from Station 0+00 to Station 100+00. Phase two is construction of the road pursuant to the plans and specifications mentioned above excluding asphalt from Station 100+00 to Station 167+00. Phase three is asphaltting the entire length of said road. Phase one is to be completed as soon as practicable. Phase two is to be completed during 1984. When Trail Mountain initiates phase three, the maintenance portion shall be renegotiated.

6. Trail Mountain agrees to maintain said road until such time as maintenance is renegotiated pursuant to paragraph 5. Should the Emery County Road Supervisor observe necessary maintenance which has not been performed he will notify Trail Mountain in writing of the needed maintenance. Should Trail Mountain fail to perform said maintenance within ten working days the Emery County Road Supervisor may cause the work to be done and submit to Trail Mountain a reasonable bill for payment. Said maintenance includes, but is not limited to, snow removal. Any maintenance of said road by County at its expense shall not alter the requirement that Trail Mountain maintain said road as indicated herein nor shall it constitute a waiver of any portion of this Agreement.

7. Bonds and liability policies will be required for each phase and will be determined according to the Emery County Encroachment Ordinance.

8. All necessary road signs, as determined by the Emery County Road Supervisor, shall be paid for by Trail Mountain. Said signs shall be placed by Trail Mountain at the direction of County.

9. Trail Mountain shall keep said road open during construction and shall be entirely responsible for the safety of the public by placing and maintaining necessary and required signs during construction.

10. All permits required by Utah Department of Transportation will be obtained by Trail Mountain. Trail Mountain agrees to comply with all applicable local, state and federal requirements.

11. The parties each agree that should they default in any of the covenants or agreements contained herein, that the defaulting party shall pay all costs and expenses, including a reasonable attorney's fee, which may arise or accrue from enforcing this Agreement, or in pursuing any remedy provided hereunder or by the statutes of the State of Utah, whether such remedies are pursued by filing a suit or otherwise.

12. It is understood that the stipulations aforesaid are to apply to and bind the heirs, executors, administrators, successors, and assigns of the respective parties hereto. There shall be no modification to this Agreement except upon the express written consent of the parties hereto.

Done pursuant to motion and approval of the Board of Emery County Commissioners at a special meeting of the Board of Emery County Commissioners this 14 day of September 1983.

DATED this 14 day of September 1983.

EMERY COUNTY, a body corporate and politic

By SJ  
Chairman, Emery County Board of  
Commissioners

ATTEST:

SJ  
Emery County Clerk

This Agreement is executed pursuant to a resolution duly adopted by the Board of Directors of Trail Mountain Coal Company authorizing the execution of said Agreement.

DATED this 14 day of September 1983.

TRAIL MOUNTAIN COAL COMPANY, a  
California corporation

ATTEST:

By S/ Joe Fielder  
Manager (Title)

\_\_\_\_\_  
Secretary

*original to Clark  
9/14/83*



DC  
EIS

Copies VHM  
Tom Rice  
Don Ross

Hand Folder for 9-16-82

File copy

RECEIVED  
SEP 10 1982

DIVISION OF  
OIL, GAS & MINING

SCOTT M. MATHESON  
GOVERNOR

STATE OF UTAH  
DEPARTMENT OF COMMUNITY AND  
ECONOMIC DEVELOPMENT  
ROOM 6290 STATE OFFICE BUILDING  
SALT LAKE CITY, UTAH 84114  
(801) 533-5396

September 10, 1982

Mr. Ronald Daniels, Deputy Director  
Division of Oil, Gas and Mining  
Department of Natural Resources and Energy  
4241 State Office Building  
Salt Lake City, Utah 84114

Subject: Natomas Emergency Lease Application

Dear Mr. Daniels:

Pursuant to your recent memorandum to members of the Coal Leasing Task Force regarding an emergency coal lease application submitted by Natomas Coal Company, I have contacted an Emery County Commission representative and find that there exists a serious concern with approval of that request.

It seems that Emery County, the U.S. Forest Service and Natomas are presently engaged in discussions regarding improvements to an important road that serves the coal mining operations. The Emery County Commission believes that any action on the emergency lease application should be delayed until the issue of the road is resolved. This action is not meant as an opposition view on the application, but is seen as necessary to facilitate the company's continued operations in the area. I am told the needed road improvements could cost as much as \$3 million.

In view of this situation, I would encourage a delay in any action on the part of the Coal Leasing Task Force or the Governor until this issue can be reviewed.

Thank you for your kind consideration of this important matter.

Sincerely yours,

Gary R. Tomsic  
Deputy Director

cc: Jim Butler



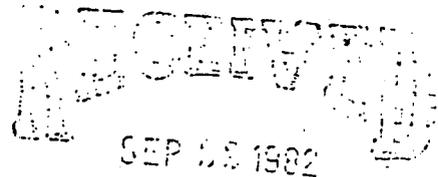
*copy to ...* *Old Gas & Mining*

## Emery County Board of Commissioners

P. O. Box 629  
Castle Dale, Utah 84513  
Telephone (801) 748-2119

Donald R. Curtis, Commission Chairman  
Rue P. Ware, Commissioner  
John Ira Parker, Jr., Commissioner  
Glen P. Bott, Clerk  
Dan S. Hunter, Administrative Assistant

September 15, 1982



Mr. Gary Tomsic  
Division of Community and Economic Development  
6233 State Office Building  
Salt Lake City, Utah 84114

DIVISION OF  
OIL, GAS & MINING

Dear Mr. Tomsic:

Pursuant to your conversation with Dan Hunter, the Emery County Board of Commissioners wish to inform you that there are several serious issues concerning the Natomas-Trail Mountain Mine which we have tied to our approval of any emergency lease or other subsequent leases by that mining operation. These concerns are:

1. That the mining company exercise their responsibility in constructing and maintaining an adequate access to service their continued mining activities at the Trail Mountain Mine.
2. That safety provisions for other road uses, such as recreation, oil and gas development, and utilization of the timber resources on the mountains above, as well as other mining and exploration needs.
3. That effluence, debris and other potentially polluting elements from the mining and transportation of coal be properly isolated from, and the contamination of Cottonwood Creek be addressed before any additional mining activities are approved by Emery County.

Page 2  
Gary Tomsic  
September 15, 1982

Thank you once again for your cooperation and support in this and other matters relative to the development of our important mining industry since the careful and orderly development of this industry is critical to the future well being of Emery County and its citizens.

Sincerely,



Donald R. Curtis  
Chairman  
Emery County Commission



## STATE OF UTAH

OFFICE OF THE GOVERNOR  
SALT LAKE CITY

84114

SCOTT M. MATHESON  
GOVERNOR

September 22, 1982

Mr. Roland Robison, State Director  
Bureau of Land Management  
Utah State Office  
136 East South Temple  
Salt Lake City, Utah 84111

Dear Roland:

The state of Utah, Coal Leasing Task Force has reviewed the information relative to emergency coal lease application, Utah 49332, made by Natomas Coal Company. This letter presents the position of the Task Force, and I endorse it as the official state position relative to the offering and issuance of this lease.

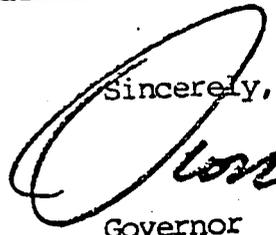
As you know, this 641.47 acre lease will enable the company to maintain its current level of production and no new surface disturbance would be required for its development.

The state's view is that the lease sale should proceed as originally scheduled by the BLM with the inclusion of reasonable lease stipulations regarding existing transportation and access issues; recognizing that these issues must be resolved by Emery County, the federal agencies and the operator. It is my intent that the negotiations addressing the concerns of the county and the operator be satisfactorily resolved in accord with state and county transportation and safety standards prior to the approval of the mining and reclamation plan.

I do not wish this position to appear in the least sense as a deterrent to the continued operation of the Trail Mountain Mine. It is my strong belief that the state's coal industry must remain in an active status while enduring the current coal market slump. For this reason, I urge all parties concerned with this issue to deal with the current problem at hand.

If you have questions on this position or need additional information, please contact my office or Ron Daniels, Chairman of the Coal Leasing Task Force.

Sincerely,



Governor

copy  
VHM-LAW  
Tom Rice - DON ROSS



Rec'd  
9-23-82  
Fill  
CLTF

SCOTT M. MATHESON  
GOVERNOR

STATE OF UTAH  
OFFICE OF THE GOVERNOR  
SALT LAKE CITY  
84114

September 20, 1982

Mr. Roland Robison, State Director  
Bureau of Land Management  
Utah State Office  
136 East South Temple  
Salt Lake City, Utah 84111

Dear Roland:

The State of Utah, Coal Leasing Task Force has reviewed the information relative to emergency coal lease application, Utah 49332, made by Natomas Coal Company. This letter presents the position of the Task Force, and I endorse in its position as the official State position relative to the offering and issuance of this lease.

As you know, this 641.47 acre lease will enable the Company to maintain its current level of production and no new surface disturbance would be required for its development.

The State's view is that the lease sale should proceed as originally scheduled by the BLM with the inclusion of reasonable lease stipulations regarding existing transportation and access issues; recognizing that these issues must be resolved by Emery County, the federal agencies and the operator. It is my intent that the negotiations addressing the concerns of the county and the operator be satisfactorily resolved in accord with State and County transportation and safety standards prior to the approval of the mining and reclamation plan.

I do not wish this position to appear in the least sense as a deterrent to the continued operation of the Trail Mountain Mine. It is my strong belief that the State's coal industry must remain in an active status while enduring the current coal market slump. For this reason, I implore all parties,

Mr. Roland Robison, State Director  
September 20, 1982  
Page 2

concerned with this issue to deal with the current problem at hand. When, or if, additional coal reserves which would boost the mine's annual production enter the development impact picture, then those impacts should be addressed.

If you have questions on this position or need additional information, please contact my office or Ron Daniels, Chairman of the Coal Leasing Task Force.

Sincerely,

GOVERNOR

SMM/rwd

Recd 10-16-82

fill CLTF

NATOMAS  
COAL  
COMPANY

Reas T. Madsen  
Vice President  
Exploration &  
Acquisitions

October 5, 1982

Mr. Max Nielson  
Bureau of Land Management  
136 East South Temple  
Salt Lake City, Utah 84111

RE: Emergency Coal Lease Serial No. U-49332

Dear Mr. Nielson:

Reference is made to the proposed coal lease form for Serial No. U-49332 and specifically to revised Stipulation No. 18 in Section 31. Stipulation 18 as revised now reads as follows:

18. The Lessee will be required to reconstruct the road in Cottonwood Canyon from the mine site to Highway 29 in a manner agreeable to Emery County and the authorized officer of the Surface Management Agencies. In the interim, until reconstruction is completed, traffic management requirements will be imposed on the existing road commensurate with the season of use, road conditions and volumes of traffic.

As you know, Natomas Coal Company initiated procedures for the emergency lease in connection with a critical need for additional reserves at its Trail Mountain Mine. Natomas is keenly interested in the stipulations outlined in the lease form as the potential successful bidder at the competitive sale to be held on October 8.

The road referenced in Stipulation No. 18 is a county road providing public access from State Highway 29 to the Trail Mountain Mine and areas upstream from the Trail Mountain Mine within the Manti-LaSal National Forest. The distance from the junction with Highway 29 to the Trail Mountain Mine is approximately three and one quarter miles. The road is improved with an unpaved hard surface. There is light traffic on the road, with the bulk of that being persons using the road for access to and from the Trail Mountain Mine and truckers hauling coal from the Trail Mountain Mine. The county road right-of-way extends from Highway 29 across BLM administered land for about two miles, then across State land for about 1/3 mile, then across about 1/4 mile of Forest Service managed land, and then across fee land for the balance of the distance to the mine.

Page 2  
Mr. Max Nielson  
October 5, 1982

Although Emery County has responsibility for maintaining the road, Natomas has undertaken voluntarily much of the burden of maintenance and has constructed road improvements, particularly widening in constricted areas so as to allow room for coal trucks and other vehicles to pass safely. Also, Natomas has spread gravel in certain areas to improve the surface.

As you are aware, acquisition of the additional coal reserves under the emergency lease would not trigger any increase in current production levels. Thus, no additional road use by reason of the acquisition by Natomas of the additional coal reserve is contemplated.

If Natomas is the successful bidder, we would contemplate, consistent with the stipulation, to work with the county to develop a reasonable program for improving the road to achieve safety and mine access objectives. We would also contemplate working with the BLM, which is the principal Federal surface management agency over the road's course, and with the Forest Service which also has surface management responsibilities over a quarter mile section crossed by the road. The improvements to be made and the portion of the costs to be borne by Natomas would be subject to standards of reasonableness in light of safety and access considerations related to the Trail Mountain Mine use.

Since the road is a county road, the principal discussions would be with officials of Emery County. Conversations we have already had with the county indicate that a reasonable accord can be achieved consistent with studies already performed by the county. We recognize that if in the future the acquisition of additional reserves should justify an expansion of production and consequent heavier road use, then additional upgrading might be necessitated by reason of the heavier mine-related traffic flow.

This basically sets forth our understanding of the meaning of Stipulation No. 18. We would contemplate working with you and other Federal officials contemporaneously with our discussions with officials of Emery County in order to achieve a reasonable plan for reconstructing the road through improvements that are necessary to achieve safety and access objectives consistent with mine-related use.

Very truly yours,

  
Reas T. Madsen

RTM/dsp

cc: Emery County Commission  
Reed Christensen - Manti LaSal National Forest  
Bill Johnson - USDA Forest Service  
~~Reed Christensen, Coal Leasing Task Force~~  
Gary Tomsic - Department of Community & Economic Development  
Julinne Christopherson - Governor's Office



# United States Department of the Interior

BUREAU OF LAND MANAGEMENT

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

IN REPLY  
REFER TO:

2810  
U-40600  
(U-067)

RIGHT-OF-WAY

U-40600

## Section A

1. There is hereby granted, pursuant to Title V of the Federal Land Policy and Management Act of 1976 (43 U.S.C. 1761), a nonexclusive, nonpossessory right-of-way to:

Emery County  
Emery County Courthouse  
Castle Dale, Utah 84513

In case of change of address the holder shall immediately notify the Authorized Officer.

2. To use, subject to terms and conditions set out below, the following described Public Land.

Salt Lake Meridian  
T. 17 S., R. 7 E.,  
Sec. 31, Lots 2-4, SE $\frac{1}{2}$ SW $\frac{1}{2}$ SE $\frac{1}{2}$   
T. 18 S., R. 7 E.,  
Sec. 6, Lot 3, E $\frac{1}{2}$

3. Description of the right-of-way facility and purpose:

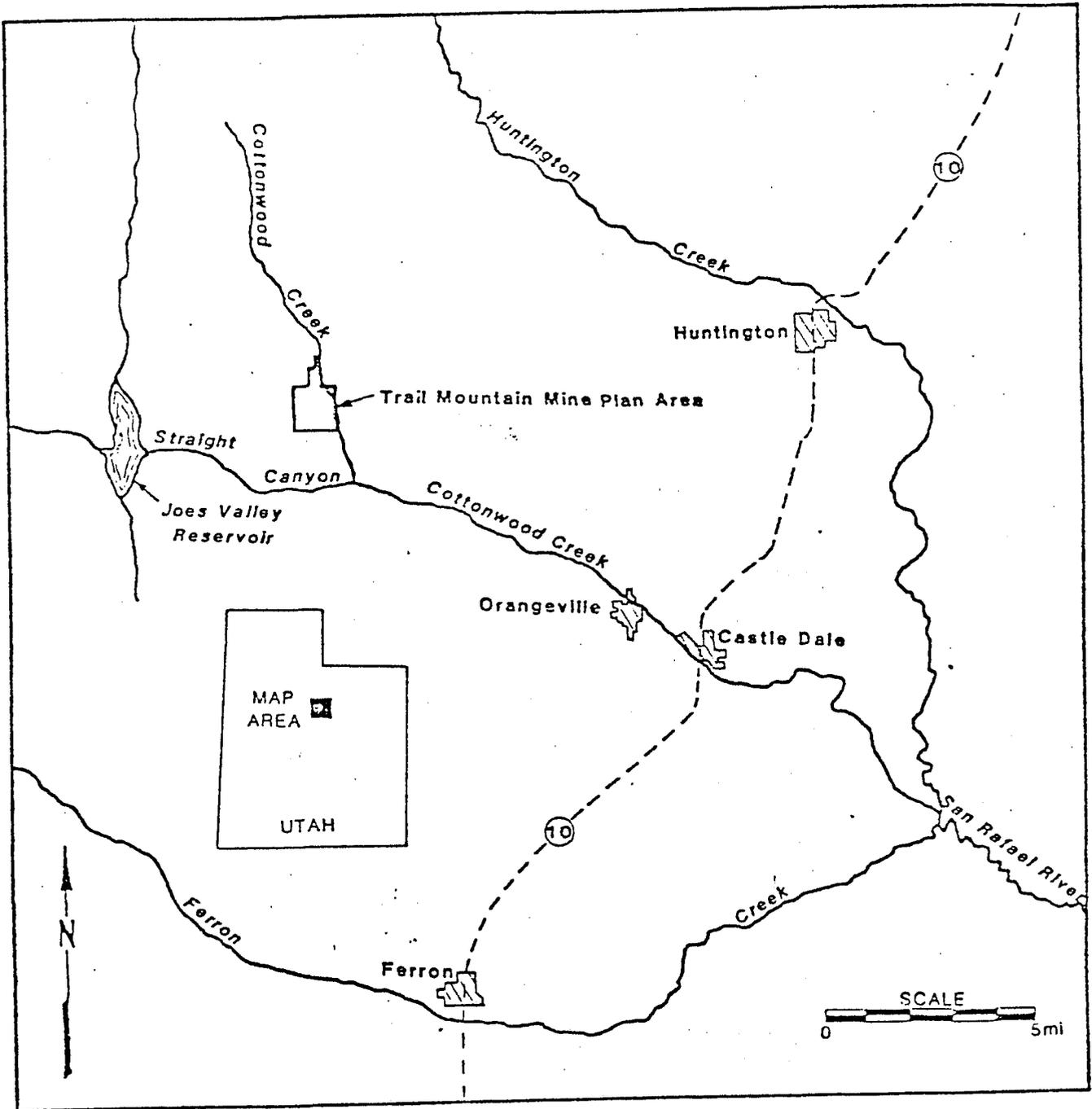
The right-of-way is a road to be improved, maintained and used as part of the Emery County road system. The right-of-way width is 100 feet and 1.8 miles in length and contains 21.8 acres, more or less.

A map showing the location of the right-of-way over the above described public land is attached hereto as Exhibit "A".

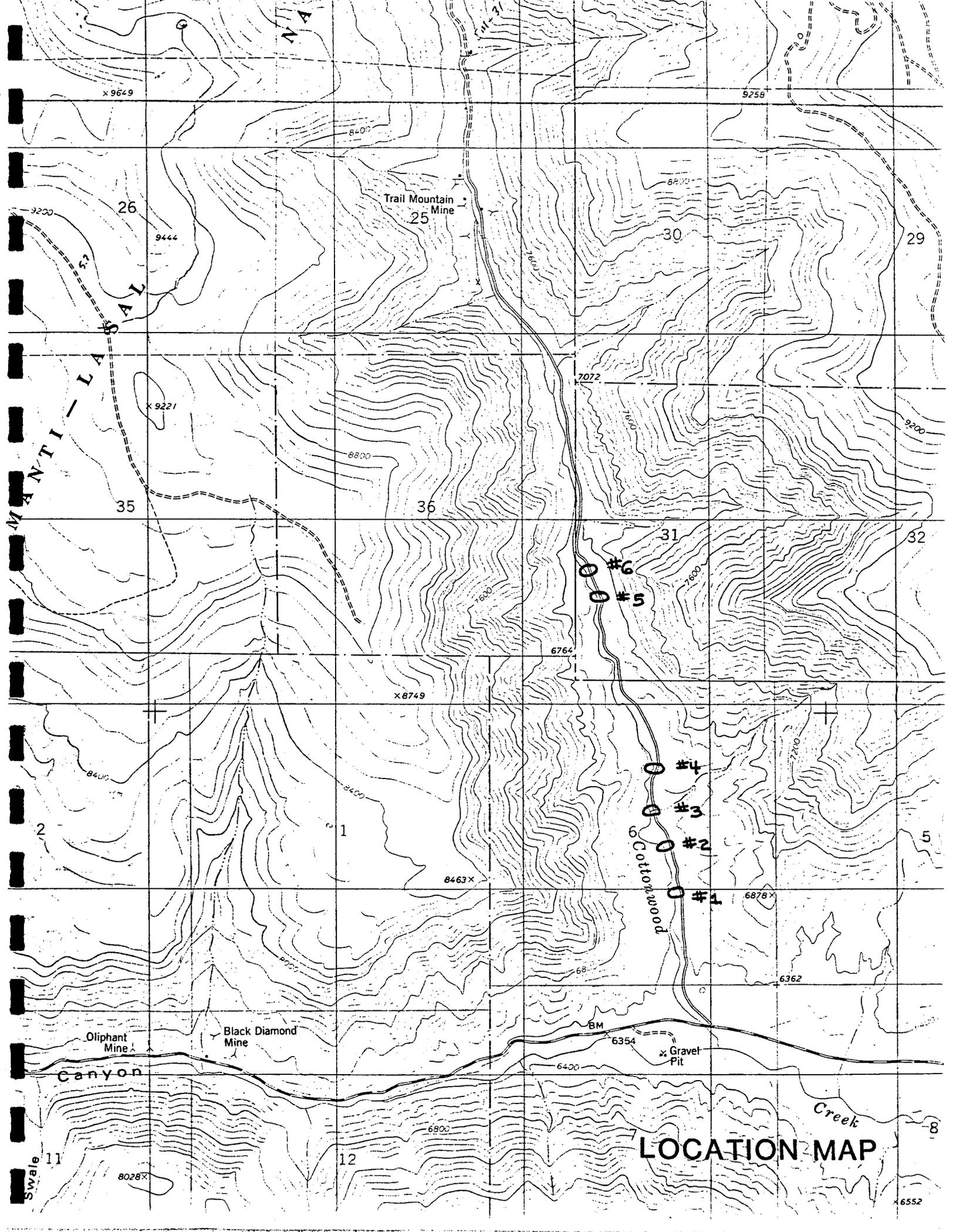
## TERMS AND CONDITIONS

### Section B

1. The right-of-way holder agrees to comply with all the applicable regulations contained in 43 CFR 2800.



Location of the Trail Mountain Mine Plan Area.



**LOCATION MAP**

MANTI-LASAL

Trail Mountain 25 Mine

Oliphant Mine  
Black Diamond Mine

BM 6354  
Gravel Pit

Cottonwood

#6  
#5

#4  
#3  
#2  
#1

ATTACHMENT B

COTTONWOOD CANYON ROAD USEAGE

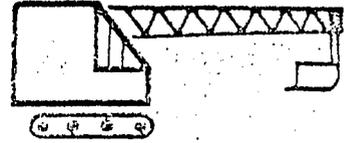
CATTLEMAN'S ASSOCIATION

Day useage for cattle control on Trail Mountain.

1982- 122 days  
1981- 132 days  
1980- 151 days  
1979- 154 days  
1978- 144 days

East Mountain permites also using Cottonwood Canyon road will be approximately 80% of daily useage for Trail Mountain. Keep in mind that these are reported useage figures and actual useage is significantly higher.

*Jim Search*  
*Secretary/Treasurer*  
*Cottonwood Creek Swatook Assn.*



## EMERY COUNTY ROAD DEPARTMENT

BOX 889 • CASTLE DALE, UTAH 84513 • OFFICE (801) 381-5450 • ROAD SHOP (801) 381-2550

April 22, 1983

Allen Childs  
Engineer  
Natomas Trail Mt. Coal Co.  
P. O. Box 551  
Orangeville, UT 84537

RE: Cottonwood Canyon Road, No. 5-06

Dear Mr. Childs,

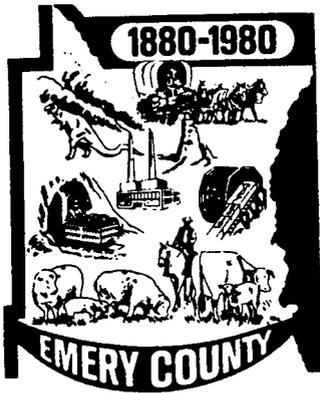
This letter is to verify that Emery County Road Department is responsible for the general maintenance on the Cottonwood Canyon Road, beginning from the turn off to the Forest Service boundary which is approximately 2.43 miles. This road is a public road and is on our Class "B" Road System.

If more information is needed please feel free to contact our office,

Sincerely Yours,

*Ronald Barney*  
Ronald Barney,  
Superintendent

RB:cj



## Emery County Board of Commissioners

P.O. Box 629  
Castle Dale, Utah 84513  
Telephone (801) 381-2119

Rue P. Ware, Commission Chairman  
Bevan K. Wilson, Commissioner  
Clyde Conover, Commissioner  
Bruce C. Funk, Clerk

October 12, 1983

Allen Childs  
Trail Mountoun Coal Co.  
P.O. Box 551  
Orangeville, Utah 84537

Re: Cottonwood Canyon Road, No. 5-06

Dear Mr. Childs:

This letter is in response to an inquiry by you concerning the status of the above-mentioned road. The Cottonwood Canyon Road is a County road for which the County is responsible. The road begins at the junction of Highway 29 and extends up Cottonwood Canyon 2.43 miles. This road is on our Class B Road System.

I believe this will satisfy your inquiry. If not, please call.

Yours truly,

Bevan K. Wilson  
Commissioner

BKW/par



United States  
Department of  
Agriculture

Forest  
Service

Manti-LaSal National Forest  
Ferron Ranger District

P.O. Box 129  
Ferron, Utah 84523

Reply to: 2820

Date: November 1, 1983

┌

Bob Downard  
Trail Mountain Mine  
Orangeville, Utah 84537

└

Dear Mr. Downard:

The Cottonwood Creek Road, Forest Road #040, is one of the main roads for access by Forest users into the Upper Joe's Valley, East and Trail Mountain areas.

This year, 1983, Indian Creek Campground had approximately 8,100 visitor days use (VDU=one person 12 hours) with many of the recreationist using the Cottonwood Creek road.

Other users of this road include; livestockman, hunters, firewood and mineral related activities.

The total traffic count recorded in 1983 on a traffic counter installed by the Ferron Ranger District approximately 1/2 mile above the Trail Mountain Mine was 19,417. This counter recorded traffic in both directions.

As can be seen, the Cottonwood Creek Road is used by a variety of people. While recreationist constitutes the greatest number using the road, coal mine related traffic from Trail Mountain imposes the greatest impact to the road from the mine south to SR 29 due to the weight and frequency of the loads they haul.

I hope this information is of help to you. If you have any questions please contact me.

Sincerely,

*John Niebergall*

JOHN NIEBERGALL  
District Ranger





CASTLE DALE SERVICE CENTER  
P.O. BOX 667  
CASTLE DALE, UTAH 84513  
TELEPHONE 801-381-2570

November 11, 1983

Trail Mountain Coal Co.  
P. O. Box 370  
Orangeville, Utah 84537  
Joe Fielder, Manager

Dear Joe,

In response to our recent conversation, we are writing this letter to you to confirm our use of, and need for access on the road that leaves Highway 29, and continues up Cottonwood Canyon past the Trail Mountain Coal Mine in Emery County, Utah.

Utah Power has distribution power lines along this road up the canyon to the Trail Mountain Mine. These lines must be maintained regularly, and the meters being served off the line must be read monthly under guaranteed access by Utah Service Regulations.

Utah Power monitors the springs in the surrounding area for degradation and monitors for any subsidence in the soil due company mining activities in the area twice yearly under Federal Regulations. A company weather station is also maintained and regularly inspected by the company above Cottonwood Canyon. We also engage in energy related exploration in the area regularly. Due to these activities by the company, we must have access on the road up Cottonwood Canyon at all times.

Utah Power feels that the road up Cottonwood Canyon must remain a Class "B" road in the Emery County Road System.

Sincerely,

Lee Drew  
Castle Dale District Manager

LD/gf

cc: Dee Jensen Annex #1  
Wayne Mulcock



# United States Department of the Interior

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

IN REPLY REFER TO

2810  
U-40600  
(U-067)

Mr. Bob Downard  
Natomas Trail Mountain Coal Company  
P. O. Box 551  
Orangeville, Utah 84537

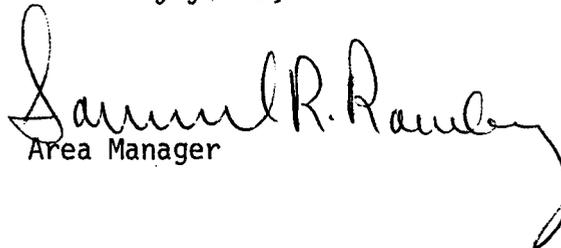
NOV 8 1983

Dear Mr. Downard:

The Cottonwood Canyon road is an Emery County road which goes across public land for approximately 1.8 miles. The road goes through the Peacock Allotment and provides access for the allotment user. The road also provides public access to the Manti-LaSal National Forest and the various Forest resource users such as picnickers, campers, hunters, stockmen, oil and gas exploration companies, etc.

Please advise us if you need any further information.

Sincerely yours,

  
Area Manager