

0014



10  
File ACT/015/015  
Folder 2,4,13

Consolidation Coal Company  
Western Region  
2 Inverness Drive East  
Englewood, Colorado 80112  
(303) 770-1600

JIM

May 18, 1984

MAY 22 1984

Mr. James Smith  
Coordinator Mined Land Development  
Division of Oil, Gas and Mining  
4241 State Office Building  
Salt lake City, Utah 84114

RE: Emery Deep Mine  
ACT/015/015, Folder No. 2  
Emery Co., Utah

RECEIVED

MAY 21 1984

DIVISION OF OIL  
GAS & MINING

Dear Mr. Smith:

This submittal is in response to the Final Technical Analysis and State Decision Package dated May 4, 1984. In this package, you requested that we address the stipulations prior to permit approval. The following is a list of the stipulations followed by our response:

Stipulation UMC 817.52-(1)

Within 4 months after permit approval the applicant must begin the monitoring program committed to in the February 2, 1984 Response to Stipulations. If access to the wells or springs can not be obtained or monitoring is not feasible for some other reason, then the applicant must provide a revised monitoring plan for regulatory authority approval within the four month period.

Response:

Providing access to wells and springs can be obtained, Consol agrees to begin the monitoring program as stated above with the exception of the Christiansen Spring. The property on which this spring discharges was deeded to Consol on April 8, 1975, together with all water and water rights contained thereon (see attached warranty deed). During a conversation with Mr. Lynn Kunzler of the Utah DOGM on May 8, 1984 he noted that Consol is not required to replace this water source if it is affected by mining, because Consol has the title to its water right. Therefore, monitoring the spring for potential mining effects is unnecessary.

After permit approval Consol will pursue access to additional wells and springs as noted in the February 2, 1984 Response to

Page 2  
James Smith  
Division of Oil, Gas and Mining  
Salt Lake City, Utah 84114

Stipulations. If access is not obtained or if monitoring is not feasible for some other reason then Consol will provide a revised monitoring plan for approval within the 4 months after permit approval.

Stipulation UMC 817.121-.126-(1)

Prior to permit approval, the applicant must prepare specific plans for the mitigation of subsidence impacts. These plans must identify the potential worst-case effects of subsidence on structures and/or resources over areas to be undermined during this permit term. The applicant must then identify mitigation plans specific to each structure and/or resource to be impacted.

Response:

This stipulation was discussed during a telephone conversation with Mr. Lynn Kunzler of the Utah DOGM on May 16, 1984. During this conversation we were informed that it would be necessary to address the items listed on page 44 of the TA and also farmland. We were also informed that "worst-case effects" were intended to mean the worst case one would reasonably expect rather than the worst case possible.

The following is a listing of the items included on page 44 of the TA and also farmland. We have identified what we feel would be the worst case one could reasonably expect and a mitigation plan for the described situation.

1. Occupied ranch house - on April 25, 1984, a revised mine plan was submitted. This plan did not show mining beneath the ranch house. Therefore no subsidence is expected.
2. Culinary Well
  - A. Worst-case effect - the well would be destroyed by subsidence.
  - B. Mitigation Plan - A new well would be constructed as near as possible to its present location.
3. Utility Line
  - A. Worst-case effect - subsidence would cause the utility poles to drop causing the utility lines to break.

- B. Mitigation Plan - the utility poles would be replaced and the lines would be restrung.
4. Several Corrals
- A. Worst-case effect - differential settlement would make the area unsuitable to be used as corrals.
  - B. Mitigation Plan - the topsoil would be removed from the disturbance area. The area would be regraded to a suitable topography and respread with topsoil. The area would then be reseeded and the fences repaired.
5. Several Ponds
- A. Worst-case effect - subsidence would occur which would decrease the holding capacity of the pond.
  - B. Mitigation Plan - any topsoil available would be stripped from the disturbance area. The pond area would be regraded to provide the original pond capacity. The topsoil would then be replaced and the area revegetated.
6. Many Irrigation Ditches
- A. Worst-case effect - settlement would occur which would prevent water from flowing through the ditch.
  - B. Mitigation Plan - the ditch would be repaired and a proper grade reestablished.
7. Mine Access Road
- A. Worst-case effect - differential settlement would occur which would prevent travel along the road.
  - B. Mitigation Plan - the road would be repaired so as to reestablish a proper grade and reestablish proper drainage.
8. Log Cabin
- A. Worst-case effect - subsidence would cause irreparable structural damage to the cabin.

- B. Mitigation Plan - the owner would be paid the appraised fair market value of the cabin.

9. Several Sheds

- A. Worst-case effect - subsidence would cause irreparable structural damage to the sheds.
- B. Mitigation Plan - the owner would be paid the appraised fair market value of the sheds.

10. Gravel Roads

- A. Worst-case effect - differential settlement would make the road unusable for most vehicles.
- B. Mitigation Plan - any available topsoil would be removed from the construction area and stockpiled. The roadway and ditches would be regraded to a proper grade. The topsoil would then be respread and the area revegetated where appropriate.

11. Barn

- A. Worst-case effect - subsidence would cause irreparable damage to the structure.
- B. Mitigation - the appraised fair market value would be paid to the owner.

12. Farmland

- A. Worst-case effect - subsidence would cause a reduction in the productivity of the land, make the land unworkable with farm equipment and disrupt natural drainage.
- B. Mitigation Plan - topsoil would be removed and stockpiled from the affected area. The area would then be regraded to a suitable topography which would restore natural drainage and enable the pre-subsidence productivity to be restored. The topsoil would be respread and the area revegetated. Any fences damaged by subsidence would be repaired.



243692  
 STATE OF UTAH  
 COUNTY OF EMERY } SS  
 FILED AND RECORDED FOR  
 Consolidation of  
 APR 8 2:50 PM '75  
 IN BOOK 51 PAGE 493  
 Kimball C. Harward  
 COUNTY SUPERVISOR

**SATISFACTION 493**

KNOW ALL MEN BY THESE PRESENTS, That the United States of America, acting through the Administration, as owner and holder of the following-described lien instrument(s), made and executed by **MERLIN H. CHRISTIANSEN** and **JEAN C. CHRISTIANSEN**

and recorded or filed in County of Carbon, State of Utah, does hereby satisfy and discharge the said lien instrument(s).

LIEN INSTRUMENT	MORTGAGEE	DATE OF INSTRUMENT	DATE FILED	RECORD OR FILE NO.
R/E Mtg.	U. S. of America	4-25-67	4-25-67	177274
Legal Description of Property: Parcel 1: Lot 2 and the W $\frac{1}{2}$ of Lot 1, Block 8, Townsite Survey. E $\frac{1}{2}$ of Lot 1, Block 8, Emery Townsite Survey. Parcel 2: T. 22 S, R. 6 E., SLM Sec. 23 Beg. 7 rods East of the SW corner of the SW $\frac{1}{4}$ ; thence East 73 rods; thence North 80 rods; thence West 80 rods; thence South 62 rods; thence Southeast to beg. Also, beg. at the center of the SW $\frac{1}{4}$ of the Sec. thence running North 80 rods; thence West 73 rods; thence South 35 $\frac{1}{2}$ East 110 rods; thence East 16 rods to beg. Also SE $\frac{1}{4}$ SW $\frac{1}{4}$ and SW $\frac{1}{4}$ SE $\frac{1}{4}$ ; Sec. 26: W $\frac{1}{2}$ NE $\frac{1}{4}$ ; Sec. 22: beg. at the NE corner of the SE $\frac{1}{4}$ NE $\frac{1}{4}$ ; thence running West 20 rods; thence South 17 $\frac{1}{2}$ East 65 rods; thence North 62 rods to beg. Parcel 3: T. 22 S, R. 6 E, SLM Sec. 17: SE $\frac{1}{4}$ NE $\frac{1}{4}$ ; SW $\frac{1}{4}$ SW $\frac{1}{4}$ less the following: Beg. at the NE corner of said SW $\frac{1}{4}$ SW $\frac{1}{4}$ ; thence S 265 ft; thence Northwesterly 205 feet; thence Northwesterly 167 ft; thence E 77 ft. to beg. Sec. 20: W $\frac{1}{2}$ NE $\frac{1}{4}$ ; NE $\frac{1}{4}$ SW $\frac{1}{4}$ ; Parcel 4: T. 22 S, R. 6 E. SLM Sec. 22: E $\frac{1}{2}$ NE $\frac{1}{4}$ . Also T. 22 S, R. 6 E SLM. Sec. 4: beg. at a pt. 20 rds. S of the NE corner of the NE $\frac{1}{4}$ SW $\frac{1}{4}$ ; thence S 20 rds; W 30 rds; thence North 20 rds; thence E 30 rds to beg.				

IN WITNESS WHEREOF, the United States of America has caused these presents to be signed the 7th day of April, 1975; pursuant to delegated UNITED STATES OF AMERICA authority published in 7 CFR Part 1800 Subpart C  
 BY Kimball C. Harward  
 Title County Supervisor  
 Farmers Home Administration  
 United States Department of Agriculture

STATE OF UTAH ss:  
 COUNTY OF CARBON

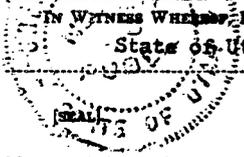
**ACKNOWLEDGMENT**

On this 7th day of April, 1975, before me, the subscriber, a Notary Public, in and for the above county and State, appeared

Kimball C. Harward known to me to be County Supervisor, Farmers Home Administration, United States Department of Agriculture, and the person who executed the foregoing instrument, and he acknowledged to me that he executed the same as the free act and deed of the United States of America, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and seal at Price, Carbon County, State of Utah, the day and year aforesaid.

Sharon Bulli  
 Notary Public (Signature)  
 My commission expires 2-1-77 (To be filled in if certifying officer is a notary public) (Title)



THIS DEED, made this 8th day of April, 1975,  
 between MERLIN H. and JEAN C. CHRISTIANSEN  
 of Emery, Utah 84522

hereinafter referred to as GRANTOR (whether one or more), and  
 CONSOLIDATION COAL COMPANY, a corporation organized and existing  
 under and by virtue of the laws of the State of Delaware, 3300 One  
 Oliver Plaza, Pittsburgh, Pennsylvania 15222, hereinafter referred  
 to as GRANTEE;

W I T N E S S E T H:

That Grantor, for and in consideration of the sum of Ten and  
 no/100 Dollars (\$10.00), and other valuable consideration, to them  
 in hand paid by Grantee, the receipt and adequacy of which is here-  
 by acknowledged, has granted, bargained, sold and conveyed, and by  
 these presents does grant, bargain, sell, convey and confirm, unto  
 Grantee, its successors and assigns forever, all of the following  
 described real property situate in the County of Emery,  
 State of Utah :

Township 22 South, Range 6 East, SLM

- Section 22: Beginning at NE corner of SE 1/4 NE 1/4,  
 thence West 20 rods, South 17° East 65 rods,  
 North 62 rods to beginning, containing 3.87 acres,
- Section 23: SW 1/4 NW 1/4, except 1/5 acre, containing  
 39.80 acres
- Section 23: Beginning center of SW 1/4, thence North 80 rods,  
 West 73 rods, South 35° East 110 rods, East 16  
 rods to beginning, containing 22.00 acres
- Section 23: SE 1/4 SW 1/4, SW 1/4 SE 1/4
- Section 26: W 1/2 NE 1/4

containing 225.67 acres, more or less.

TOGETHER with all and singular, the tenements, hereditaments  
 and appurtenances thereunto belonging or in anywise appertaining,  
 including all improvements thereon and all of the water, water  
 rights, water stock, <sup>9 shares in Muddy Creek Irrigation Co. Merlin H.C.</sup> ditches and ditch rights appurtenant to the <sup>JCC</sup>  
 said premises, and the reversion and reversions, remainder and  
 remainder, rents, issues and profits thereof; and all the estate,  
 right, title interest, claim and demand whatsoever of Grantor,  
 either in law or equity, of, in and to the above bargained premises.

TO HAVE AND TO HOLD, all and singular the said premises above  
 bargained and described, with the appurtenances unto Grantee, its  
 successors and assigns forever. Grantor, for itself, its heirs,

executors and administrators, covenant, grant, bargain and agree to and with said Grantee, its successors and assigns, that at the time of the ensembling and delivery of these presents, Grantor is well seized of the premises above conveyed, as of good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner or form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments and encumbrances of whatever kind or nature soever, except reservations and exceptions contained in Patents from the United States of America; mineral reservations or prior mineral conveyances of record; existing rights-of-way and easements for roads, ditches, canals, power lines and telephone lines; and taxes and assessments for the current year and subsequent years.

IN WITNESS WHEREOF, Grantor has hereto set their hands and seal the day and year first above written.

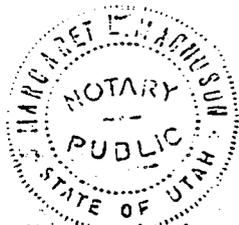
Merlin H. Christiansen  
MERLIN H. CHRISTIANSEN

Jean C. Christiansen  
JEAN C. CHRISTIANSEN

STATE OF Utah )  
COUNTY OF Emery ) SS:

On this 8 day of April, 1975, before me personally appeared Merlin H. Christiansen and Jean C. Christiansen, known to me, and acknowledged to me that they executed the same.

WITNESS my hand and official seal.



My Commission expires:

March 5, 1976

Margaret E. Magnuson  
Notary Public

STATE OF UTAH )  
COUNTY OF EMERY ) SS  
FILED AND RECORDED FOR  
Consolidation 1975  
APR 8 2 01 PM 1975  
IN BOOK 81 PAGE 295  
Callie A. Anderson  
COUNTY RECORDER

243653 500