

CHAPTER V

GEOLOGY AND SUBSIDENCE

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File in:

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- Shelf
- Expandable

Refer to Record No. 0073 date 10/14/07
In C10150015, 2007, Submittal
For additional information

Revised 5/07

Revised 10/07

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APPENDIX V-3

1980 Pre-subsidence Survey

Information in this appendix may have been superceded by the pre-subsidence surveys contained in subsequent Appendixes V-4. Please consult Chapter V index page for references to revised pre-subsidence survey data Appendix V-4 for additional information.

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CHAPTER X

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Revised 10/2003
Revised 9/2005
Revised 5/2007
Revised 10/07

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APPENDIX V-5

2007 PRE-SUBSIDENCE SURVEY
OF THE ZERO NORTH PANEL

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2/5/08

COUNTY ROAD REPAIR AGREEMENT

THIS COUNTY ROAD REPAIR AGREEMENT ("**Agreement**") is entered into this 3rd day of ~~June~~^{July}, 2007, by and between EMERY COUNTY, a political subdivision of the State of Utah, whose address is P.O. Box 629, Castle Dale, Utah 84513 (the "**County**"); and CONSOLIDATION COAL COMPANY, a Delaware corporation, whose mailing address is 1800 Washington Road, Pittsburgh, PA 15241 ("**Consol**") (collectively the "**Parties**").

RECITALS

WHEREAS, a section of Emery County roads 906, 909, 910, 915 and 916 (collectively the "**Roads**"), traverse a portion of Sections 20, 21, 22, 27, 28 and 29, Township 22 South, Range 6 East, SLB&M (the "**Premises**") and are designated as public county roads;

WHEREAS, Consol is the owner of record or lessee of the mineral estate underlying the Premises and owns or controls coal leases, the surface estate and/or the mineral estate in the lands in the vicinity of the Premises and is presently conducting coal mining operations on a portion of those lands;

WHEREAS, Consol will be conducting full extraction mining of the coal within the Premises and below the Roads, which mining operations may result in ground surface subsidence (hereinafter "**Subsidence Events**") and possible damage to the Roads; and

WHEREAS, Consol and the County have reached an agreement regarding notice to the County of the commencement of full extraction mining operations beneath the Roads, repair of the Roads following initial Subsidence Events, final restoration of the Roads to a condition functionally equivalent to the condition of the Roads prior to the Subsidence Events, and reimbursement for repair to the Roads.

AGREEMENT

NOW THEREFORE, in consideration of the above and the mutual covenants, terms, conditions, and restrictions contained herein, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Term. The term of this Agreement shall be for a period of Ten (10) years following the effective date ("**Term**").
2. Consideration. Upon execution of this Agreement, Consol shall pay a one-time lump sum payment of Five Hundred and 00/100 Dollars (\$500.00) to the County as further consideration for this Agreement.
3. Notice of Mining Operations. Consol shall notify the County at least thirty (30) days prior to the commencement of full extraction mining beneath the Roads, and provide additional notifications as warranted throughout the mining process.

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4. Notice of Subsidence. Prior to commencing full extraction mining beneath the Roads, Consol shall provide the County with a schedule outlining the anticipated timing (based on Consol's best estimate) of the Subsidence Events (the "**Subsidence Period**") so as to allow the County to post the Roads with reduced speed limits or detours, or take any further actions deemed appropriate or necessary by the County to maintain public safety.

5. Road Inspection. During the Subsidence Period, Consol will conduct daily inspections to identify material damage to the Roads resulting from Subsidence Events, and immediately notify the County of any material damage that would threaten public safety.

6. Interim Repairs. If the Roads remain open for public traffic after the occurrence of the initial Subsidence Events and during the Subsidence Period, the County will perform interim repairs as deemed necessary to maintain the Roads in a safe and operational condition.

7. Final Repairs. After the Subsidence Events have ceased (as determined by the Parties) and it is mutually agreed by the Parties that the completion of final repairs are appropriate, the County shall provide Consol with a plan outlining the necessary repairs to restore the Roads to a condition functionally comparable to the pre-subsidence condition (including surface treatment), and an estimate of the cost of restoration. Consol shall have the option to allow the County to complete the final repairs to the Roads, or to contract the work to a qualified third party, which party would perform the work in a manner consistent with applicable County regulations and design specifications, and subject to County review and approval.

8. Reimbursement. Consol shall reimburse the County for all costs and expenses incurred by the County in repairing damage to the Roads resulting from Subsidence Events. County labor shall be reimbursed by Consol at a rate of Twenty-eight Dollars and Sixty-eight cents (\$28.68) per hour. Equipment use shall be reimbursed in accordance with Schedule "A" attached herewith.

9. Indemnity. Consol will defend, indemnify and hold harmless the County against all claims or demands, of any kind or nature, against the County as a result of any accident, death and/or injury directly resulting from damage to the Roads from Subsidence Events.

10. Assignment. Consol may assign or transfer this Agreement, and all related rights and obligations, to another individual or entity, so long as said individual or entity agrees to perform all obligations under this Agreement.

11. Recording. The Parties agree to execute a Memorandum of this Agreement in a form substantially similar to that attached as Exhibit A, for recording in the county containing the Premises. This Agreement will not be placed of record. Upon the expiration or termination of this Agreement, Consol agrees to execute a release of this Agreement for recording, in a form reasonably acceptable to the County.

12. General Provisions.

a. Successors and Assigns. The terms of this Agreement shall be binding upon and benefit the Parties, and their respective successors and assigns.

b. Notices. All communications, consents, and other notices provided for in this Agreement shall be in writing and shall be effective on the date hand delivered, sent by facsimile, or mailed by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

(a) If to the County, to:

Emery County Commission
P.O. Box 629
Castle Dale, UT 84513

or to such other address as the County may designate to Consol, in writing.

(b) If to Consol, to:

Consolidation Coal Company
Attn: Rod Ford – Land Dept.
1800 Washington Road
Pittsburgh, PA 15241-1405

or to such other address as Consol may designate to the County, in writing.

c. Entire Agreement. This Agreement contains the entire agreement between the Parties, and may be modified only in writing signed by the Parties or their respective successors or assigns. The express covenants and provisions in this Agreement constitute the sole obligations of the Parties, and no other or further covenants or obligations shall be implied, either in fact or in law.

d. Costs. Except as otherwise provided in this Agreement, the Parties each shall pay their own costs and expenses incurred in preparation and performance under this Agreement.

e. Authority and Title. Each party represents to the other party that such party has the right, legal capacity, power and authority to enter into and to perform its obligations under this Agreement.

f. Interpretation. The laws of the State of Utah shall govern this Agreement.

g. Counterparts. This Agreement may be signed simultaneously by facsimile or other form of electronic transmission, and in one or more counterparts, each of which shall be accepted as an original and all of which shall be one and the same agreement.

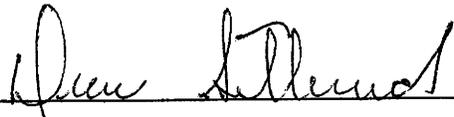
h. Costs and Attorney's Fees. In the event of any action or proceeding brought by any party against any other party under this Agreement, the prevailing party shall be entitled to recover the reasonable attorneys' fees, and any costs incurred, including experts' fees and costs of appeal, if any.

i. No Waiver. Acceptance by either party of any performance less than required shall not be deemed to be a waiver of the rights of such party to enforce all of the terms and conditions of this Agreement.

j. Severability. If any portion of this Agreement is held invalid or unenforceable the balance shall continue in full force and effect.

IN WITNESS WHEREOF, the Parties, intending to be legally bound, have signed this Agreement as of the effective date.

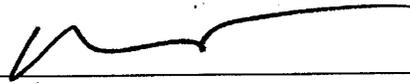
EMERY COUNTY:



By: Drew Sitterud

Its: Chairman

CONSOLIDATION COAL COMPANY:



By: **ROBERT P. KING**

Its: **VICE PRESIDENT**

~~CONFIDENTIAL~~

POWERLINE REPAIR AGREEMENT

THIS POWERLINE REPAIR AGREEMENT ("**Agreement**") is entered into this 23rd day of August, 2007, by and between PACIFICORP, an Oregon corporation doing business as Rocky Mountain Power, whose mailing address is 201 South Main, Suite 2300, Salt Lake City, UT 84111 ("**RMP**"); and CONSOLIDATION COAL COMPANY, a Delaware corporation, whose mailing address is 1800 Washington Road, Pittsburgh, PA 15241 ("**Consol**") (collectively the "**Parties**").

RECITALS

WHEREAS, a section of RMP's 12470 kV powerline (the "**Powerline**") running from Emery Town, UT to Interstate 70 Fremont Junction, UT traverses Sections 20, 21, 22, 28 and 29, Township 22 South, Range 6 East, SLB&M (the "**Premises**").

WHEREAS, Consol is the owner of record or lessee of the coal estate underlying the Premises and owns or controls coal leases, the surface estate and/or the mineral estate in the lands in the vicinity of the Premises, and is presently conducting coal mining operations on a portion of those lands;

WHEREAS, Consol will be conducting full extraction mining of the coal within the Premises and below the Powerline, which mining operations may result in ground surface subsidence (hereinafter "**Subsidence Events**") and possible damage to the Powerline; and

WHEREAS, Consol and RMP have reached an agreement regarding notice to RMP of the commencement of full extraction mining operations beneath the Powerline, inspection of the Powerline, and reimbursement for repair of any damage to the Powerline resulting from the Subsidence Events to a condition functionally equivalent to the condition of the Powerline prior to the Subsidence Events.

AGREEMENT

NOW THEREFORE, in consideration of the above and the mutual covenants, terms, conditions, and restrictions contained herein, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Term. The term of this Agreement shall be for a period of Ten (10) years following the effective date ("**Term**").
2. Consideration. Upon execution of this Agreement, Consol shall pay a one-time lump sum payment of Five Hundred and 00/100 Dollars (\$500.00) to RMP as further consideration for this Agreement.
3. Notice of Mining Operations. Consol shall notify RMP, in writing, at least thirty (30) days prior to the commencement of full extraction mining beneath the

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Powerline, and provide additional notifications as warranted throughout the mining process.

4. Notice of Subsidence Period. Prior to commencing full extraction mining beneath the Powerline, Consol shall provide RMP, at least thirty (30) days prior to the commencement of full extraction mining, with a schedule outlining the anticipated timing (based on Consol's best estimate) of the Subsidence Events (the "**Subsidence Period**") so as to allow RMP to take any actions deemed appropriate or necessary to mitigate damage to the Powerline and protect public safety.

5. Pre-Subsidence Survey. Prior to commencing full extraction mining beneath the Powerline, Consol will conduct a pre-subsidence survey of the Premises to determine the pre-subsidence baseline. As part of this survey, Consol will survey the Powerline to determine its pre-subsidence condition. This survey will include, but not be limited to, a measurement of the vertical alignment of each Powerline pole within the Premises. Consol shall notify RMP, in writing, at least thirty (30) days prior to the beginning of the survey and RMP may, at its sole discretion, send an observer on all survey activities. At the conclusion of the survey, Consol shall provide a copy of all baseline survey information for the Powerline to RMP.

6. Powerline Inspection. During the Subsidence Period, Consol will conduct daily inspections of the Powerline to identify material damage to the Powerline resulting from Subsidence Events and immediately notify RMP of any material damage that may impair operation of the Powerline or threaten public safety.

7. Interim Repairs. If the Powerline remains in operation after the occurrence of the initial Subsidence Events and during the Subsidence Period, RMP will perform interim repairs as deemed necessary to maintain the Powerline in a safe and operational condition.

8. Final Repairs. After the Subsidence Events have ceased (as determined by the Parties) and it is mutually agreed by the Parties that completion of final Powerline repairs are appropriate, RMP shall complete the final repairs to restore the Powerline to the latest RMP construction standards, or contract the work to a qualified third party, which party would perform the work in a manner consistent with applicable regulations and design specifications.

9. Reimbursement. Consol shall reimburse RMP for all costs and expenses incurred by RMP in repairing damage to the Powerline resulting from Subsidence Events. RMP labor and materials shall be reimbursed by Consol based on the actual costs incurred.

10. Assignment. Consol may assign or transfer this Agreement, and all related rights and obligations, to another individual or entity, so long as said individual or entity agrees to perform all obligations under this Agreement; provided, however, that prior to any such transfer or assignment, Consol shall first obtain RMP's written consent

of such transfer or assignment, which consent shall not be unreasonably conditioned or withheld.

11. Recording. The Parties agree to execute a Memorandum of this Agreement in a form substantially similar to that attached as Exhibit A, for recording in the county containing the Premises. This Agreement will not be placed of record. Upon the expiration or termination of this Agreement, Consol agrees to execute a release of this Agreement for recording, in a form reasonably acceptable to RMP.

12. General Provisions.

a. Successors and Assigns. The terms of this Agreement shall be binding upon and benefit the Parties, and their respective successors and assigns.

b. Notices. All communications, consents, and other notices provided for in this Agreement shall be in writing and shall be effective on the date hand delivered, sent by facsimile, or mailed by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

(a) If to RMP, to:

Rocky Mountain Power
Attn: Contract Administrator
Customer and Regulatory Liaison
825 NE Multnomah, Suite 800
Portland, OR 97232

with a copy to:

Rocky Mountain Power
General Council
201 South Main Street, Suite 2300
Salt Lake City, UT 84111

or to such other address as RMP may designate to the Consol, in writing.

(b) If to Consol, to:

Consolidation Coal Company
Attn: Rod Ford - Land Dept.
1800 Washington Road
Pittsburgh, PA 15241-1405

or to such other address as the Consol may designate to RMP, in writing.

c. Entire Agreement. This Agreement contains the entire agreement between the Parties with respect to any repair of the Powerline resulting from Subsidence Events, and may be modified only in writing signed by the Parties or their respective successors or assigns. The express covenants and provisions in this Agreement constitute the sole obligations of the Parties, and no other or further covenants or obligations shall

be implied, either in fact or in law.

d. Costs. Except as otherwise provided in this Agreement, the Parties each shall pay their own costs and expenses incurred in preparation and performance under this Agreement.

e. Authority and Title. Each party represents to the other party that such party has the right, legal capacity, power and authority to enter into and to perform its obligations under this Agreement.

f. Interpretation. The laws of the State of Utah shall govern this Agreement.

g. Counterparts. This Agreement may be signed simultaneously by facsimile or other form of electronic transmission, and in one or more counterparts, each of which shall be accepted as an original and all of which shall be one and the same agreement.

h. Costs and Attorney's Fees. In the event of any action or proceeding brought by any party against any other party under this Agreement, the prevailing party shall be entitled to recover the reasonable attorneys' fees, and any costs incurred, including experts' fees and costs of appeal, if any.

i. No Waiver. Acceptance by either party of any performance less than required shall not be deemed to be a waiver of the rights of such party to enforce all of the terms and conditions of this Agreement.

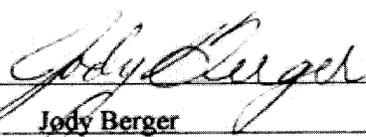
j. Severability. If any portion of this Agreement is held invalid or unenforceable the balance shall continue in full force and effect.

[Signatures on Following Page]

~~CONFIDENTIAL~~

IN WITNESS WHEREOF, the Parties, intending to be legally bound, have signed this Agreement as of the effective date.

**PACIFICORP,
d/b/a, ROCKY MOUNTAIN POWER:**


By: Jody Berger

Its: So. Utah Field Operations Director

CONSOLIDATION COAL COMPANY:


By: ROBERT P. KING

Its: VICE PRESIDENT

~~CONFIDENTIAL~~

Exhibit A

Memorandum of Powerline Repair Agreement

WHEN RECORDED: MAIL TO:

Richard R. Hall, Esq.
Stoel Rives LLP
201 S. Main St., Suite 1100
Salt Lake City, UT 84111

~~CONFIDENTIAL~~

MEMORANDUM OF POWERLINE REPAIR AGREEMENT

THIS MEMORANDUM OF POWERLINE REPAIR AGREEMENT is entered into this 23rd day of August, 2007, by and between PACIFICORP, an Oregon corporation doing business as Rocky Mountain Power, whose mailing address is 201 South Main, Suite 2300, Salt Lake City, Utah 84111 ("RMP"); and CONSOLIDATION COAL COMPANY, a Delaware corporation, whose mailing address is 1800 Washington Road, Pittsburgh, PA 15241 ("Consol")(collectively the "Parties"). Capitalized terms used herein without definition shall have the respective meanings given to them in the Agreement.

WITNESSETH:

The Parties hereto agree:

1. Upon the terms and conditions set forth in that certain Powerline Repair Agreement (the "Agreement"), effective of even date herewith, all of which are hereby incorporated herein as if set forth in full, the Parties agree to comply with those duties and obligations as set forth in the Agreement and relating to those certain lands situated in Emery County, State of Utah, more particularly described as follows:

Township 22 South, Range 6 East, SLB&M

Sections 20, 21, 22, 28 and 29

(referred to herein as the "Premises")

2. The term of this Agreement shall be for a period of ten (10) years following the effective date.

[Signatures on Following Page]

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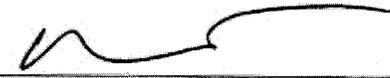
IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Powerline Repair Agreement to be signed effective as of the day and year first above written.

**PACIFICORP,
d/b/a, ROCKY MOUNTAIN POWER:**



By: Jody Berger
Its: So. Utah Field Operations Director

CONSOLIDATION COAL COMPANY:

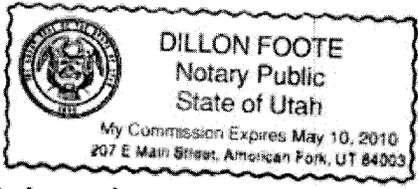


By: **ROBERT P. KING**
Its: **VICE PRESIDENT**

~~CONFIDENTIAL~~

STATE OF Utah)
 : ss.
COUNTY OF Utah)

On the 23rd day of August, 2007, personally appeared before me Jody Berger, personally known to me or proved to me on the basis of satisfactory evidence, and who, being by me duly sworn, did say that he/she is the Sr. Utah Field operations Director of PACIFICORP doing business as Rocky Mountain Power, and that said document is signed by him/her on behalf of said company by authority of its bylaws, and said Jody Berger acknowledged to me that said corporation executed the same.



[Signature]
Notary Public
Residing at: 207 E Main St. American Fork, UT

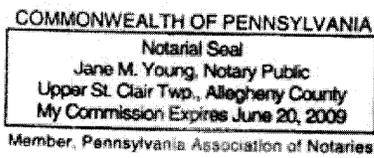
My commission expires:
05/2010

COMMONWEALTH OF PENNSYLVANIA)
)ss.
COUNTY OF ALLEGHENY)

On the 5 day of SEPTEMBER, 2007, personally appeared before me ROBERT P. KING, personally known to me or proved to me on the basis of satisfactory evidence, and who, being by me duly sworn, did say that he/she is the VICE PRESIDENT of CONSOLIDATION COAL COMPANY, a Delaware corporation, and that said document is signed by him/her on behalf of said corporation by authority of its bylaws, and said VICE PRESIDENT acknowledged to me that said corporation executed the same.

[Signature]
Notary Public
Residing at: 375 FIFTH AVE
PENNSGIL, PA 15106

My commission expires:
06-20-2009



**PRE-SUBSIDENCE SURVEY
PRIOR TO FULL EXTRACTION AT THE
ZERO NORTH PANEL**

Prepared for

CONSOLIDATION COAL COMPANY

Emery Mine
Emery County, Utah

October 2007

Prepared by

EARTHFAX ENGINEERING, INC.

Engineers/Scientists

Midvale, Utah

www.earthfax.com



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Attachments

FIGURE 1. PRE-SUBSIDENCE SURVEY UPDATE ZERO NORTH AREA
SITE PHOTOGRAPHS

SECTION 1

INTRODUCTION

The purpose of this report is to present baseline surface conditions prior to full extraction operations at the Zero North Panel in the Consolidation Coal Company (CONSOL) Emery Mine, Emery County, Utah. It is intended to be part of a Subsidence Control Plan as required in Section R645-301-525.100 of the Utah Administrative Code. The entire ground surface over the Zero North Panel is owned by CONSOL. Recording initial surface conditions will facilitate locating and mitigating any areas determined to be adversely affected by future subsidence. As part of the pre-subsidence survey, the locations and conditions of the following features were recorded:

- Structures (e.g. buildings, corrals, roads)
- Fences
- Utilities (e.g. power, telephone, gas, and water lines, water wells)
- Surface drainages (e.g. natural channels, irrigation ditches)

This report references the original Pre-subsidence Survey performed prior to mining operations in 1980 (Valley Engineering, 1980). The feature numbers given in this document correspond to those described in the 1980 report. These features were surveyed in the field in October 2007, and any differences and/or changes from the conditions noted during the 1980 survey are noted both in the text and figures of this document. This report supercedes the Valley Engineering survey where conflicts exist.

CHAPTER 2 SURVEY AREA OBSERVATIONS

2.1 GENERAL AREA DESCRIPTION

This pre-subsidence survey covers approximately 31 acres, consisting almost entirely of undeveloped rangeland. Surface ownership of the entire survey area belongs to CONSOL. There are no irrigated crop lands, structures, utilities, or developed drainage channels in the surveyed area. There are several fences in the area in various states of repair. Most of the fences consist of barbed wire strung between posts made from natural rough cut tree limbs. Some fences use finished lumber fence posts or metal tee-stakes. Unimproved dirt roads parallel some of the fences. All of the features (fences and roads) located during the pre-subsidence survey are shown on Figure 1.

2.2 INDIVIDUAL FEATURE DESCRIPTIONS

Each numbered feature on Figure 1 is described below. The numbers for each feature are identical to those used in the 1980 Pre-Subsidence Survey. Refer to Section 6 for photographs.

Feature 85. Dirt Road and Fences. This feature is essentially unchanged from how it is described in the Valley Engineering (1980) report, which states the following: "The road is a two-track, single lane, dirt road. The road surface consists of the natural sand and clay that is in the area, and has been compacted by vehicles that travel the road. The fences in the area are barbed wire with either natural rough cut wood posts or steel posts." The fences are in fair to good condition.

Feature 86. Barbed Wire Fence. This feature has been updated from the Valley Engineering (1980) report. The fence, which is constructed with rough cut timber posts, is in

dilapidated condition. Several of the posts are missing, and many of the barbed wire strands are loose and partially buried under the ground surface.

Feature 87. Small Creek and Fence. The description of this feature has been updated from the Valley Engineering (1980) report. The fence is constructed of rough cut timber posts and barbed wire and is in good condition. The “small creek” was incorrectly identified in the 1980 survey. The survey area is relatively flat, dry, and contains no established stream channels. The 1980 survey shows several irrigation ditches overlying the Zero North Panel which drain toward this “stream channel,” which was actually an irrigation outflow ditch. During the 2007 survey, it was evident that many of the irrigation ditches had been allowed to fill in, including the “stream channel” identified in the 1980 survey.

SECTION 3
CONCLUSIONS

This report summarizes pre-subsidence surface conditions for the Zero North Panel at the Consolidation Coal Emery Mine, Emery County, Utah. Surface features were inspected and surveyed in October 2007 prior to full extraction of the panel. Although the damage due to subsidence is generally expected to be limited, the greatest potential for adverse effects would likely be disturbances to roads and fences. By detailing pre-subsidence conditions in this report, it will be easier to both identify and mitigate negative impacts caused by future subsidence.

SECTION 4
REFERENCES

Consolidation Coal Company, 1990. Emery Mine Permit Act 015/015 Renewal. Chapter VI Volume 1 Section VI.A.3. Submitted to Division of Oil, Gas, and Mining September 9, 1990.

Valley Engineering, Inc., 1980. Consolidation Coal Company, Emery Mine, Presubsidence Survey, Structure and Renewable Resources Descriptions. Division of Oil, Gas, and Mining, Emery Permit 015/015. Chapter V, Vol. 2 of 3.

FIGURE 1

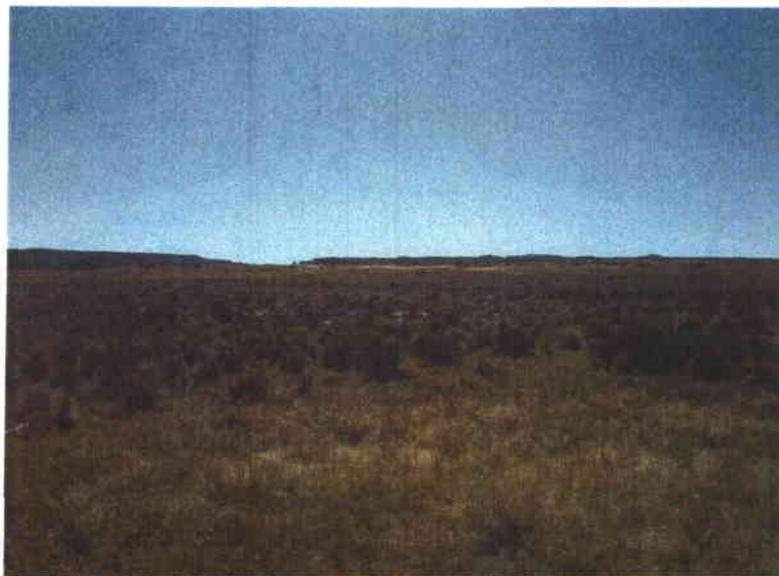
Consolidation Coal Company
Emery Mine

Zero North Pre-Subsidence Survey
October 3, 2007

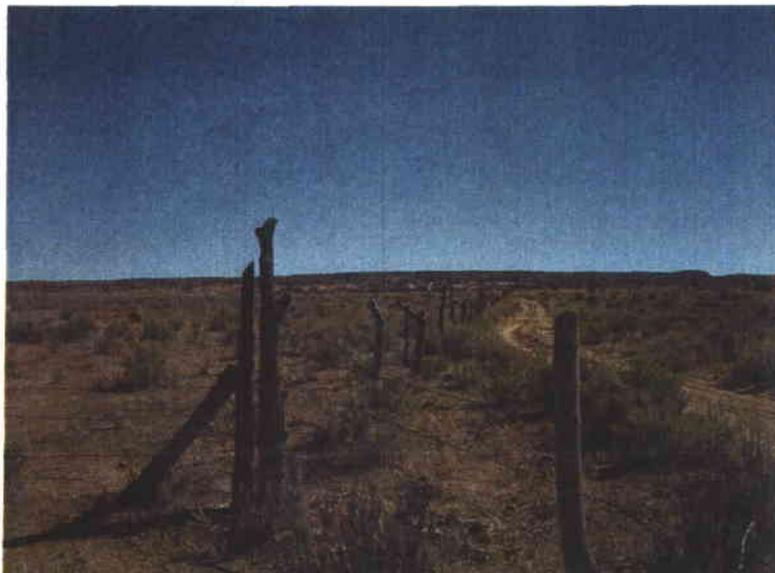
SITE PHOTOGRAPHS



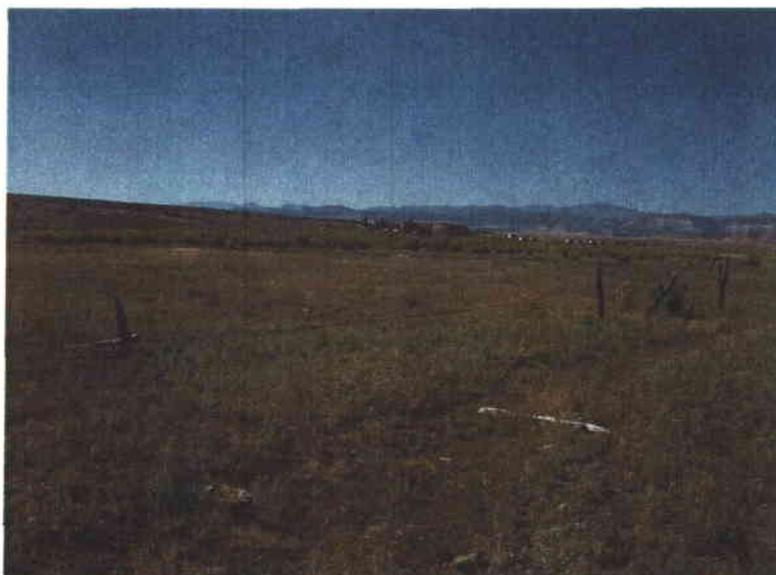
Corners of Sections 22, 23, 26, and 27. Looking west at the ground surface above the Zero North Panel. USGS bench marker is visible where fences intersect. Note that the fence is constructed of unfinished timbers and is in fair condition.



View looking south near the center of the Zero North Panel. The ground surface is relatively flat, and is not currently used for crop production.



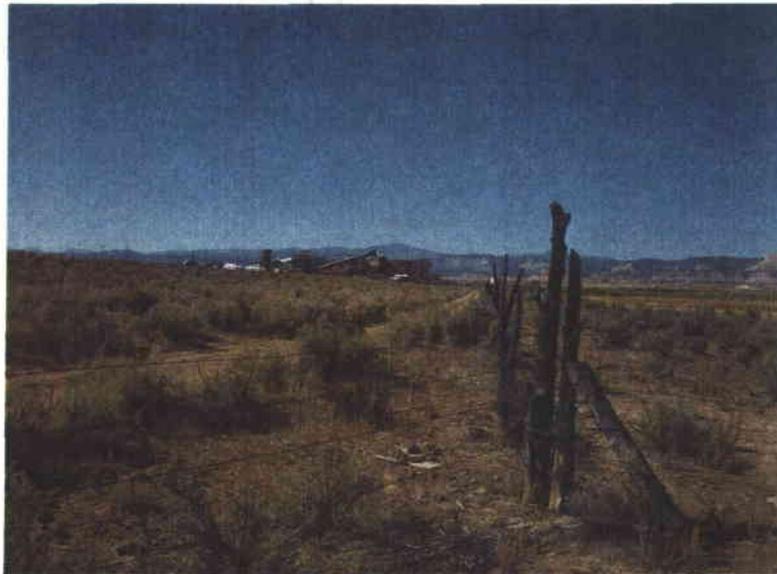
Feature 85. Dirt Road and Fences. Looking east. Fence is constructed from rough cut timbers and is in good condition. The road is an unsurfaced two track road and is in good condition.



Feature 86. Barbed Wire Fence. Looking west at the fence that extends to the north from the point labeled Feature 86 on Appendix V-5 Figure 1. The fence is missing several of its rough cut timber posts, and is in poor condition.



Feature 86. Barbed Wire Fence. Looking south along the fence that extends to the north from the point labeled Feature 86 on Appendix V-5 Figure 1.



Features 86, 87. Barbed Wire Fence, Small Creek and Fence. Looking southwest. Fence is constructed from rough cut timbers and is in good condition. The small creek identified in the 1980 survey was not present in 2007.



Remnant irrigation ditch in northern portion of Zero North Panel. Note the partially buried piping in the foreground. This was the only irrigation ditch that was identified in 2007, and it is in dilapidated condition.