

PacifiCorp

Energy West Mining Company

Des Bee Dove Mine

C/015/017

Permit Renewal Application

Bond Escalation Information

File in:

Confidential

Shelf

Expandable

In C

0150017.Incoming

Date:

04/27/05

For additional information

See #0023

Des Bee Dove Mine

Bond Escalation Factors 2005 to 2010

Reclamation Costs in 2005 = \$1,032,951

Escalation Factor = 0.044

Year	Dollar Increase	Reclamation Costs
2006	\$45,449.84	\$1,078,400.84
2007	\$47,449.64	\$1,125,850.48
2008	\$49,537.42	\$1,175,387.90
2009	\$51,717.07	\$1,227,104.97
2010	\$53,992.62	\$1,281,097.59

PacifiCorp

Energy West Mining Company

Des Bee Dove Mine

C/015/017

Permit Renewal Application

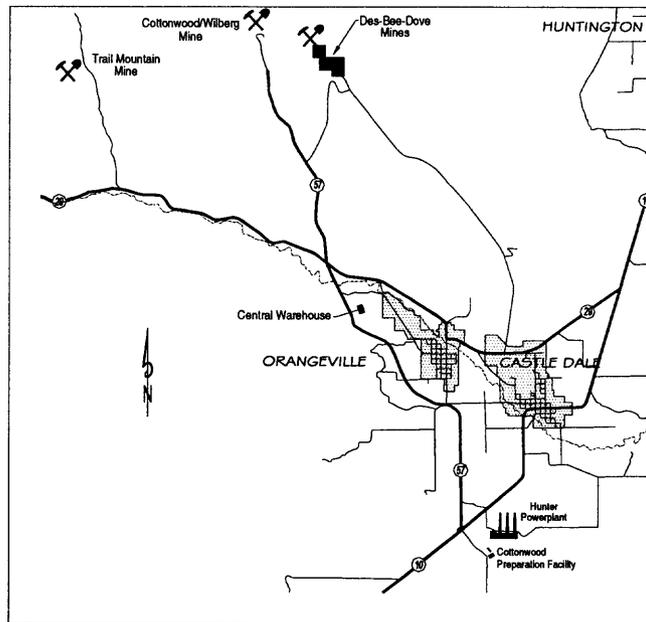
Proposed Public Notice

**PacifiCorp
Des-Bee-Dove Mine
C/015/017**

Permit Renewal Application

**Energy West Mining Company
P.O. Box 310
Huntington, Utah 84528**

PacifiCorp, by and through its wholly-owned subsidiary, Energy West Mining Company ("Energy West") as mine operator, hereby submits an application for a permit renewal of the Des-Bee-Dove Mine solely for the purposes of conducting reclamation activities. Final reclamation has been conducted in most areas of the mine and will continue this year. All reclamation is planned to be completed in 2005. The permit area encompasses approximately 154 acres as located on the area map below.



A surety bond is filed with the Division of Oil, Gas and Mining in the amount of \$1,837,712.00, and is payable to the State of Utah, Division of Oil, Gas and Mining (DOG M), and the Office of Surface Mining Reclamation and Enforcement (OSM).

A copy of the permit renewal application may be examined at the office of the Division of Oil, Gas and Mining, 1594 West North Temple, Suite 1210, Salt Lake City, Utah 84114-5801 and also at the Records Office located in the Emery County Courthouse in Castle Dale, Utah. Written comments, objections, or requests for an informal conference may be submitted to the Salt Lake City address. Said comments must be submitted thirty (30) days from the date of the

last publication of this notice. This notice is being published to comply with the Surface Mining Control and Reclamation Act of 1977, and State and Federal regulations promulgated pursuant to said Act.

Published in the Emery County Progress on May X, X, X, and X 2005.

PacifiCorp

Energy West Mining Company

Des Bee Dove Mine

C/015/017

Permit Renewal Application

Certificates of Liability

One Utah Center
201 South Main Street, Suite 2100
Salt Lake City, UT 84111
(801) 220-4140 - FAX (801) 220-4725



A Subsidiary of PacifiCorp

HAND DELIVERED

March 29, 2005

Ms. Pamela Grubaugh-Littig
Permit Supervisor
Division of Oil, Gas & Mining
Utah Department of Natural Resources
1594 West North Temple - Suite 1210
P.O. Box 145801
Salt Lake City, Utah 84114-145801

RECEIVED

MAR 29 2005

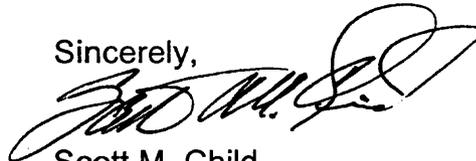
DIV. OF OIL, GAS & MINING

**RE: Certificates of Liability Insurance, Policy No. _____ Policy
Period from 4-1-2005 to 4-1-2006; Des-Bee-Dove Mine C/015/017, Deer
Creek Mine C/015/018, Cottonwood Mine C/015/019 and the Trail
Mountain Mine C/015/009, Folder #2, Emery County, Utah**

Dear Pam:

Enclosed are certificates of liability insurance for the referenced coal mine operations for the policy period of 4-1-2005 to 4-1-2006. Should you have any questions or need any additional information, please feel free to contact me at 801-220-4612.

Sincerely,



Scott M. Child
Manager, Lands & Regulatory Affairs

Enclosures

SMC\EnergyWest\DOGM2005-02.doc

cc: D.W. Jense, B. King, C.Pollastro - IMC w/copy encl.
D. Johnson, C. Semborski - EWMC w/copy encl.
K. Reinhart - LCT 1800 w/copy

Certificate Number:

ASSOCIATED ELECTRIC & GAS INSURANCE SERVICES LIMITED
Hamilton, Bermuda

CERTIFICATE OF INSURANCE
(Excess Liability)

This Certificate is furnished to the Certificate Holder named below as a matter of information only. Neither this Certificate nor the issuance hereof modifies the policy of insurance identified below (the "Policy") in any manner. The Policy terms are solely as stated in the Policy or in any endorsement thereto. Any amendment, change or extension of the Policy can only be effected by a specific endorsement issued by the Company and attached to the Policy.

The undersigned hereby certifies that the Policy has been issued by Associated Electric & Gas Insurance Services Limited (the "Company") to the Named Insured identified below for the coverage described and for the policy period specified.

Notwithstanding any requirements, terms or conditions of any contract or other document with respect to which this Certificate may be issued or to which it may pertain, the insurance afforded by the Policy is subject to all of the terms of the Policy.

NAME OF INSURED	PacifiCorp dba Pacific Power & Light and dba Utah Power & Light		
PRINCIPAL ADDRESS	825 NE Multnomah, #1800, Portland, Oregon 97232		
POLICY NUMBER	POLICY PERIOD	From:	04/01/2005
		To:	04/01/2006

DESCRIPTION OF COVERAGE: Excess Liability Policy covering claims for Bodily Injury, Property Damage and Personal Injury arising from the operations described below.

LIMIT OF LIABILITY: \$20,000,000 per occurrence and in the aggregate, where applicable.

ADDITIONAL INSURED: The Certificate Holder is an Additional Insured under the Policy but only (i) to such extent and for such Limits of Liability (subject always to the terms and Limits of Liability of the Policy) as the Named Insured has agreed to provide insurance for the Certificate Holder under the following contract:
Des/Bee/Dove: C/015/017
And (ii) with respect to the following operations:

Damage to explosion and subsidence is covered. Insurance Company will notify State of Utah of any changes or cancellation.

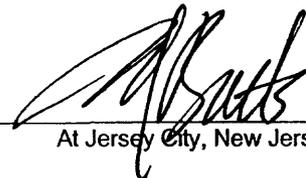
~~Should the Policy be cancelled, assigned or changed in a manner that is materially adverse to the Insured(s) under the Policy, the undersigned will endeavor to give 45 days advance written notice thereof to the Certificate Holder, but failure to give such notice will impose no obligation or liability of any kind upon the Company, the undersigned or any agent or representative of either.~~

DATE: 3/23/2005

Certificate Holder

ISSUED TO: The State of Utah, Dept. of Natural Resources,
ADDRESS: Division of Oil, Gas & Mining
1594 West North Temple, Suite 1210
Salt Lake City, UT 84114-5801

AEGIS INSURANCE SERVICES, INC.

BY: 

At Jersey City, New Jersey

PRODUCER
 MARSH USA INC.
 111 SW COLUMBIA, STE 500
 PORTLAND, OR 97201
 Attn: Sandra J. Carter (503) 248-1244

900140-CAS-2005

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE PROVIDED IN THE POLICY. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES DESCRIBED HEREIN.

COMPANIES AFFORDING COVERAGE

- COMPANY
A ASSOC ELEC & GAS INS SVCS LTD
- COMPANY
B
- COMPANY
C
- COMPANY
D

INSURED
 PacifiCorp dba Pacific Power & Light and dba Utah Power & Light
 825 NE Multnomah, #1800
 Portland, OR 97232

COVERAGES This certificate supersedes and replaces any previously issued certificate for the policy period noted below.

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE DESCRIBED HEREIN HAVE BEEN ISSUED TO THE INSURED NAMED HEREIN FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THE CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, CONDITIONS AND EXCLUSIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY		04/01/05	04/01/06	GENERAL AGGREGATE	\$ 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS - COMP/OP AGG	\$
	<input checked="" type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				PERSONAL & ADV INJURY	\$
	<input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE	\$ 2,000,000
					FIRE DAMAGE (Any one fire)	\$
					MED EXP (Any one person)	\$
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT	\$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE	\$
	<input type="checkbox"/> HIRED AUTOS					
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY:	
					EACH ACCIDENT	\$
					AGGREGATE	\$
A	EXCESS LIABILITY		04/01/05	04/01/06	EACH OCCURRENCE	\$ 20,000,000
	<input type="checkbox"/> UMBRELLA FORM				AGGREGATE	\$ 20,000,000
	<input checked="" type="checkbox"/> OTHER THAN UMBRELLA FORM					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS	OTHER
	<input type="checkbox"/> THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE:	<input type="checkbox"/> INCL <input type="checkbox"/> EXCL			EL EACH ACCIDENT	\$
					EL DISEASE-POLICY LIMIT	\$
					EL DISEASE-EACH EMPLOYEE	\$
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS
 Damage due to explosion and subsidence is covered. Insurance Company will notify the State of Utah of any changes or cancellation.
 DES/BEE/DOVE: C/015/017

CERTIFICATE HOLDER

State of Utah, Dept. of
 Natural Resources, Division of
 356 W North Temple
 Salt Lake City, UT 84180-1203

CANCELLATION

SHOULD ANY OF THE POLICIES DESCRIBED HEREIN BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER AFFORDING COVERAGE WILL ~~SEND~~ MAIL 45 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN.

MARSH USA INC.

BY:



MM1(3/02)

VALID AS OF: 03/23/05

- C. The policy shall include a rider requiring that the insurer notify the Division whenever substantive changes are made in the policy including any termination or failure to renew.

IN ACCORDANCE WITH THE ABOVE TERMS AND CONDITIONS, and the Utah Code Annotated 40-10-1 et seq., the Insurance Company hereby attests to the fact that coverage for said Permit Application is in accordance with the requirements of the State of Utah and agrees to notify the Division of Oil, Gas and Mining in writing of any substantive changes, including cancellation, failure to renew, or other material change. No change shall be effective until at least thirty (30) days after such notice is received by the Division. Any change unauthorized by the Division is considered breach of the RECLAMATION AGREEMENT and the Division may pursue remedies thereunder.

UNDERWRITING AGENT:

Melford A. Butts
(Agent's Name)

201 521 4658
(Phone)

AEGIS Insurance Services
(Company Agent's Name)

10 Exchange Place
(Mailing Address)

Jersey City, New Jersey 07302
(City, State, Zip Code)

The undersigned affirms that the above information is true and complete to the best of his/her knowledge and belief, and that he or she is an authorized representative of the above-named insurance company. (An Affidavit of Qualification must be completed and attached to this form for each authorized agent or officer.)

M. Butts V.P. 3/22/05
(Date, Signature and Title of Authorized Agent of Insurance Company)

Signed and sworn before me by *Melford Butts*
this *22nd* day of *March*, 2005

Linda Sue Marchesano
(Signature)

My commission Expires: _____
(Date)

LINDA SUE MARCHESANO
Notary Public of New Jersey
My Commission Expires June 10, 2008

PacifiCorp

Energy West Mining Company

Des Bee Dove Mine

C/015/017

Permit Renewal Application

Evidence of Performance Bond

One Utah Center
201 South Main, Suite 2100
Salt Lake City, Utah 84140-0021
(801) 220-4140 • FAX (801) 220-4725



A Subsidiary of PacifiCorp

HAND DELIVERED

November 27, 2002

Ms. Pamela Grubaugh-Littig
Permit Supervisor
Utah Department of Natural Resources
Division of Oil, Gas and Mining
1594 West North Temple, Suite 1210
P.O. Box 145801
Salt Lake City, Utah 84114-5801

RE: Replacement Bonds for Des-Bee-Dove Mine C/015/017, Deer Creek Mine C/015/018, Cottonwood/Wilberg Mine C/015/019 and Trail Mountain Mine C/015/009 - Emery County, Utah

Dear Pam:

As we've previously discussed, PacifiCorp has been in the process of securing replacement bonds for its company-wide operations given the recent change in business by its present surety St. Paul Fire and Marine Insurance Company. St. Paul has elected to phase itself out of the surety bond business. Therefore, over the past few months, PacifiCorp has entered into an agreement with Travelers Casualty and Surety Company of America to provide replacement surety bonds for its operations and it becomes necessary to replace the existing reclamation bonds for all four (4) referenced coal mines.

Enclosed are four (4) original replacement bonds issued by Travelers which are intended to replace the respective St. Paul bonds listed in the table below. Each new replacement bond has been prepared on DOGM's Exhibit "B" form and each is accompanied with (1) the Surety's Power of Attorney, (2) a Certificate by PacifiCorp's Assistant Secretary, and (3) Affidavits of Qualification by both the Surety and Permittee. The Trail Mountain Mine bond has been increased to reflect the required bond amount per the Midterm Review letter dated September 5, 2002.

MINE NAME	MINE NUMBER	EXISTING BOND NO.'s	REPLACEMENT BOND NO.'s	AMOUNT
		ST. PAUL FIRE & MARINE INSURANCE COMPANY	TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA	
Des-Bee-Dove	C/015/017			\$1,837,712
Deer Creek	C/015/018			\$3,000,000
Cottonwood/Wilberg	C/015/019			\$3,082,587
Trail Mountain	C/015/009			\$1,254,000

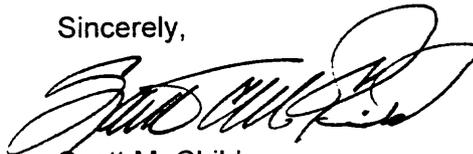
Ms. Pamela Grubaugh-Littig
November 27, 2002
Page 2

In addition, also enclosed is an Exhibit "D" for each Mine Reclamation Agreement which explains the purpose of the changes.

Upon your acceptance of these new replacement bonds, would you please (1) return one copy each of the completely endorsed bonds, and (2) return the previously issued St. Paul bonds to me at the above address. Once this matter has all been completed, Chuck Semborski of Energy West Mining Company will coordinate the updating of each mine's MRP and Reclamation Agreements with copies of Exhibits "B" and "D".

Your help in this matter is greatly appreciated. Should you have any questions or need additional information, please feel free to contact me at 220-4612.

Sincerely,



Scott M. Child
Manager, Lands and Regulatory Affairs

Enclosures

SMC\EnergyWest\UDOGM2002-06.wpd

cc: D.W. Jense, B. King - Interwest w/o copy encl.
C. Pollastro, C. Semborski - EWMC w/copy encl.
Margaret Reed - NTO Room 220 w/copy encl. (B-SUR-747, 748, 749, 750)
Muriel van Veen - Marsh USA Inc. w/copy encl. (B-SUR-747, 748, 749, 750)
111 S.W. Columbia, Suite 500
Portland, OR 97201

c/015/017
Orig. Fireproof
Copy Incomplete
Ran ✓
(2-sided)

EXHIBIT "B"

**Surety Bond
Des-Bee-Dove Mine
(Federal Coal)**

Surety Bond Number _____
Mine Name Des-Bee-Dove
Permit Number C/015/017

Exhibit "B"
Federal Surety Bond
Federal

B-SUR-748

**SURETY BOND
(FEDERAL COAL)
--ooOOoo--**

REPLACES ST. PAUL FIRE & MARINE BOND 400 JN 6139 EFFECTIVE 7/01/02

THIS SURETY BOND entered into and by and between the undersigned **PERMITTEE/PRINCIPAL PACIFICORP**, and **SURETY TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA**, hereby jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns unto the State of Utah, Division of Oil, Gas and Mining (hereafter referred to as the "DIVISION"), and the U.S. Department of the Interior, Office of Surface Mining Reclamation and Enforcement (hereafter referred to as "OSM") in the penal sum of **ONE MILLION EIGHT HUNDRED THIRTY-SEVEN THOUSAND SEVEN HUNDRED TWELVE AND NO/100 DOLLARS (\$1,837,712.00)** (Surety Bond Amount) for the timely performance of reclamation responsibilities of the Permittee in the Permit Area described in Exhibit "A" of that certain **RECLAMATION AGREEMENT**, dated the 29th day of August, 1995 by and between the **DIVISION** and the **PERMITTEE/PRINCIPAL**.

This **SURETY BOND** shall remain in effect until all of the **PERMITTEE'S/PRINCIPAL'S** reclamation obligations have been met and released by the **DIVISION** with the concurrence of **OSM** and is conditioned upon faithful performance of all of the requirements of the Utah Coal Mining Reclamation Act, Utah Code Ad. §40-12-2 et. seq. (the **ACT**), the Surface Mine Control and Reclamation Act ("**SMCRA**"), and all lawful regulation adopted under the authority of those statutes, and the approved Permit (which is based upon the approved Permit Application Package).

The **SURETY** will not cancel this bond at any time for any reason, including non-payment of premium or bankruptcy of the **PERMITTEE/PRINCIPAL** during the period of liability.

The **SURETY** and their successors and assigns, agree to guarantee the obligation and to indemnify, defend, and hold harmless the **DIVISION** and **OSM** from any and all expenses which the **DIVISION** may sustain as a result of the **PERMITTEE'S/PRINCIPAL'S** failure to comply with the condition(s) of the reclamation obligation.

The **SURETY** will give prompt notice to the **PERMITTEE/PRINCIPAL**, the **DIVISION** and **OSM** of any notice received or action alleging the insolvency or bankruptcy of the **SURETY**, or alleging any violations or regulatory requirements which could result in suspension or revocation of the **SURETY'S** license.

Upon incapacity of the **SURETY** by reason of bankruptcy, or suspension or revocation of license, the **PERMITTEE/PRINCIPAL** shall be deemed to be without Bond coverage in violation of state and federal law and subject to enforcement in accordance with **SMCRA**, the **ACT**, and the applicable regulations.

Surety Bond Number _____
Mine Name Des-Bee-Dove
Permit Number C/015/017

Exhibit "B"
Federal Surety Bond
Federal

B-SUR-748

The terms for release of this **BOND** are as written and agreed to by the **DIVISION** and the **PERMITTEE/PRINCIPAL** in the **RECLAMATION AGREEMENT**, incorporated by reference herein, to which this **SURETY AGREEMENT** has been attached as Exhibit "B".

In the event the Utah Cooperative Agreement is terminated, this **SURETY BOND** shall be payable only to the OSM to the extent that lands covered by the Federal Lands Program are involved and otherwise to the **DIVISION**.

IN WITNESS WHEREOF, the **PERMITTEE/PRINCIPAL** has hereunto set its signature and seal this 18th day of November, 2002.

PACIFICORP
PERMITTEE/PRINCIPAL

By: Judi Johnson
Title: President & CEO

IN WITNESS WHEREOF, the **SURETY** has hereunto set its signature and seal this 7th day of November, 2002.

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
SURETY

By: Muriel M. van Veen

Muriel M. van Veen
Title: Attorney-in-Fact

SURETY BONDING AGREEMENT ACCEPTED BY THE STATE OF UTAH:

Lawrence P. Bradford
Director
Division of Oil, Gas and Mining

NOTE: An **Affidavit of Qualification** must be completed and attached to this form for each authorized agent\or officer. Where one signs by virtue of Power of Attorney for a company, such Power of Attorney must be filed with the Agreement. If the **PERMITTEE** is a corporation, the Agreement shall be executed by its duly authorized officer.

**TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
TRAVELERS CASUALTY AND SURETY COMPANY
FARMINGTON CASUALTY COMPANY
Hartford, Connecticut 06183-9062**

POWER OF ATTORNEY AND CERTIFICATE OF AUTHORITY OF ATTORNEY(S)-IN-FACT

KNOW ALL PERSONS BY THESE PRESENTS, THAT TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY, corporations duly organized under the laws of the State of Connecticut, and having their principal offices in the City of Hartford, County of Hartford, State of Connecticut, (hereinafter the "Companies") hath made, constituted and appointed, and do by these presents make, constitute and appoint: Edward M. Thompson, Jennifer Keene, Muriel M. van Veen, Richard A. Stevens, Charlene Eason, Gail A. Flynn, of Portland, Oregon, their true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred to sign, execute and acknowledge, at any place within the United States, the following instrument(s): by his/her sole signature and act, any and all bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking and any and all consents incident thereto and to bind the Companies, thereby as fully and to the same extent as if the same were signed by the duly authorized officers of the Companies, and all the acts of said Attorney(s)-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This appointment is made under and by authority of the following Standing Resolutions of said Companies, which Resolutions are now in full force and effect:

VOTED: That the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her.

VOTED: That the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary.

VOTED: That any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary, or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority.

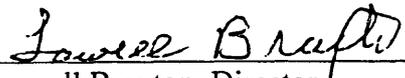
This Power of Attorney and Certificate of Authority is signed and sealed by facsimile (mechanical or printed) under and by authority of the following Standing Resolution voted by the Boards of Directors of TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY, which Resolution is now in full force and effect:

VOTED: That the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

**AFFIDAVITS
OF
QUALIFICATION**

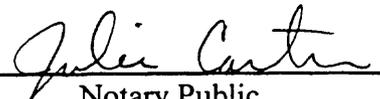
**AFFIDAVIT OF QUALIFICATION
DIRECTOR
--ooOOoo--**

Lowell Braxton, being first duly sworn under oath, deposes and says that he is the Director for the Division of Oil, Gas and Mining, Department of Natural Resources, State of Utah; and that he is duly authorized to execute and deliver the foregoing obligations; and that said Director is authorized to execute the same by authority of laws on behalf of the State of Utah.



Lowell Braxton, Director
Division of Oil, Gas and Mining

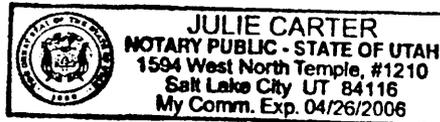
Subscribed and sworn to before me this 12 day of December 2006.



Notary Public

My Commission Expires:

April 26, 2006.



Attest:

STATE OF Utah)

COUNTY OF Salt Lake)

) ss:

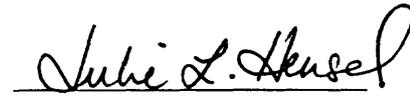
AFFIDAVIT OF QUALIFICATION
PERMITTEE
--ooOOoo--

I, JUDI JOHANSEN, being first duly sworn under oath, deposes and says that ~~he~~ she is the (officer or agent) PRESIDENT AND C.E.O. of PACIFIC CORP; and that he/she is duly authorized to execute and deliver the foregoing obligations; and that said PERMITTEE is authorized to execute the same and has complied in all respects with the laws of Utah in reference to commitments, undertakings and obligations herein.


(Signed) President & CEO
Name - Position

Subscribed and sworn to before me this 18th day of November, 2002.




Notary Public

My Commission Expires:
Nov 2, _____, 2003.

Attest:
STATE OF Oregon)
COUNTY OF Multnomah) ss:

EXHIBIT "D"

**Stipulation to Revise
Reclamation Agreement
Des-Bee-Dove Mine
(Federal)**

COAL
STIPULATION TO REVISE RECLAMATION AGREEMENT
--ooOOoo--

This **STIPULATION TO REVISE RECLAMATION AGREEMENT** entered into by and between the **PERMITTEE** and **DIVISION** incorporates the following revisions or changes to the **RECLAMATION AGREEMENT**: (Identify and Describe Revisions below)

Change in Surety:

St. Paul Fire and Marine Insurance Company Bond No. _____ is replaced with Travelers Casualty and Surety Company of America Bond No. 103771512 effective July 1, 2002. Bond amount is unchanged at \$ 1,837,712.00.

In accordance with this **STIPULATION TO REVISE RECLAMATION AGREEMENT**, the following Exhibits have been replaced by the **PERMITTEE** and are approved by the **DIVISION**.

_____ Replace the Reclamation agreement in its entirety.

_____ Replace Exhibit "A"- permit area.

 X Replace Exhibit "B"- bonding agreement

_____ Replace Exhibit "C"- liability insurance

The bonding amount is revised from \$ N/A to \$ N/A .

The bonding type is changed from N/A to N/A .

The surface disturbance is revised from N/A acre to N/A acres.

The expiration date is revised from N/A to N/A .

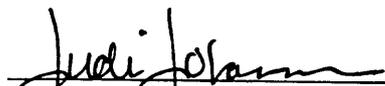
The liability insurance carrier is changed from N/A to N/A .

The amount of insurance coverage for bodily injury and property damage is changed from \$ N/A to \$ N/A .

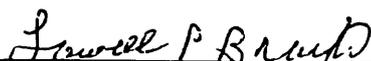
Permit Number C/015/017
Des-Bee-Dove Mine

Exhibit "D"
Stipulation to Revise
Reclamation Agreement
Federal

IN WITNESS WHEREOF, PacifiCorp the PERMITTEE has
hereunto set its signature and seal this 18th day of November, 2002.


By: Judith A. Johansen
Title: President & C.E.O.

ACCEPTED BY THE STATE OF UTAH this 12 day of December, 2002.


Lowell P. Braxton, Director
Division of Oil, Gas and Mining

NOTE: An **Affidavit of Qualification** must be completed and attached to this form for each authorized agent or officer. Where on signs by virtue of Power or Attorney of a company, such Power of Attorney must be filed with this Agreement. If the **PERMITTEE** is a corporation, the Agreement shall be executed by its duly authorized officer.

PACIFICORP

Certificate of Assistant Secretary

I, Jeffery B. Erb, the duly elected Assistant Secretary of PacifiCorp, an Oregon Corporation (the "Company"), HEREBY CERTIFY that the following person is a duly elected officer of the Company, elected President and Chief Executive Officer on June 4, 2001, and is authorized under the resolutions attached hereto as Exhibit A, duly adopted by the Board of Directors of the Company on February 11, 1998, to execute documents for and on behalf of the Company, and that she currently holds the position listed beside her name, and that the signature appearing opposite her name is her genuine signature:

Judith A. Johansen
President and Chief Executive Officer



IN WITNESS WHEREOF, I have hereunto set my hand this 22nd day of November, 2002.



Jeffery B. Erb, Assistant Secretary

WHEREAS, the Board of Directors of PacifiCorp (the "Company") elects from time to time a slate of corporate officers of PacifiCorp (the "Corporate Officers"), and desires to authorize the President and Chief Executive Officer of the Company to appoint and prescribe the duties of certain Business Unit Vice Presidents (the "Business Unit Vice Presidents") and certain Assistant Vice Presidents (the "Assistant Vice Presidents") of the Company, who shall not be considered Corporate Officers for any purpose; and

WHEREAS, management of the Company has prepared a statement of fiscal controls, authorities and accountability (the "Policy Statement") and specific authorization guidelines (the "Guidelines") for transactions within the Corporate Finance Department, which Policy Statement and Guidelines have been reviewed by the Finance Committee of the Board of Directors; and

WHEREAS, it appears desirable for the Board of Directors to delineate the respective authorities of the Corporate Officers, the Business Unit Vice Presidents and the Assistant Vice Presidents in light of the Policy Statement and Guidelines; now, therefore, be it

Corporate Officers

RESOLVED, that pursuant to Article IV of the Bylaws, (1) the authority and duties of the President and Chief Executive Officer shall be those incident to the office and as prescribed and assigned from time to time by the Board of Directors, and (2) the authority and duties of any Vice President or other Corporate Officer of PacifiCorp shall be as prescribed and assigned from time to time by the Board of Directors or the President and Chief Executive Officer; and further

RESOLVED, that the President and Chief Executive Officer and any Vice President who is a Corporate Officer be, and each of them hereby is, authorized, in the name and on behalf of the Company, to negotiate, execute and deliver, and the Secretary and any Assistant Secretary of the Company be, and each of them hereby is, authorized to attest, with or without affixing its corporate seal, any agreement, lease, permit, license, grant, deed or other instrument entered into by the Company in the ordinary course of its business and within the scope of the duties assigned to such officer by the President and Chief Executive Officer, or the Board of Directors; provided, however, that the foregoing shall not authorize any such Corporate Officer to negotiate, execute or deliver any agreement or instrument involving the issuance of securities by the Company or a

RESOLVED, that the Board of Directors hereby recommends and requests that each subsidiary of the Company implement the Policy Statement through the adoption of resolutions and controls consistent with the Policy Statement as revised from time to time at the direction of the Chief Executive Officer of the Company, subject to the limitations set forth in these resolutions; and further

RESOLVED, that the foregoing resolutions shall supersede the resolutions adopted by the Board of Directors on August 9, 1995 with respect to the same subject matter; provided, that nothing herein shall affect the validity of actions taken in reliance on such resolutions adopted August 9, 1995; and further

RESOLVED, that (1) the resolutions with respect to banking matters, (2) the resolutions with respect to the investment authority of the Corporate Officers (together with any resolutions adopted by the Finance Committee pursuant thereto), and (3) any other resolutions adopted by the Board of Directors authorizing officers to enter into specific agreements or transactions on behalf of the Company shall not be affected by the foregoing resolutions.

WHEREAS, the Board of Directors of PacifiCorp (the "Company") elects from time to time a slate of corporate officers of PacifiCorp (the "Corporate Officers"), and desires to authorize the President and Chief Executive Officer of the Company to appoint and prescribe the duties of certain Business Unit Vice Presidents (the "Business Unit Vice Presidents") and certain Assistant Vice Presidents (the "Assistant Vice Presidents") of the Company, who shall not be considered Corporate Officers for any purpose; and

WHEREAS, management of the Company has prepared a statement of fiscal controls, authorities and accountability (the "Policy Statement") and specific authorization guidelines (the "Guidelines") for transactions within the Corporate Finance Department, which Policy Statement and Guidelines have been reviewed by the Finance Committee of the Board of Directors; and

WHEREAS, it appears desirable for the Board of Directors to delineate the respective authorities of the Corporate Officers, the Business Unit Vice Presidents and the Assistant Vice Presidents in light of the Policy Statement and Guidelines; now, therefore, be it

Corporate Officers

RESOLVED, that pursuant to Article IV of the Bylaws, (1) the authority and duties of the President and Chief Executive Officer shall be those incident to the office and as prescribed and assigned from time to time by the Board of Directors, and (2) the authority and duties of any Vice President or other Corporate Officer of PacifiCorp shall be as prescribed and assigned from time to time by the Board of Directors or the President and Chief Executive Officer; and further

RESOLVED, that the President and Chief Executive Officer and any Vice President who is a Corporate Officer be, and each of them hereby is, authorized, in the name and on behalf of the Company, to negotiate, execute and deliver, and the Secretary and any Assistant Secretary of the Company be, and each of them hereby is, authorized to attest, with or without affixing its corporate seal, any agreement, lease, permit, license, grant, deed or other instrument entered into by the Company in the ordinary course of its business and within the scope of the duties assigned to such officer by the President and Chief Executive Officer, or the Board of Directors; provided, however, that the foregoing shall not authorize any such Corporate Officer to negotiate, execute or deliver any agreement or instrument involving the issuance of securities by the Company or a

commitment by the Company in excess of \$5 million, except that contracts involving the purchase or sale of energy may involve commitments up to \$25 million; and further

RESOLVED, that the President and Chief Executive Officer, any Vice President to whom the responsibility shall be assigned, the Treasurer, and the Controller of the Company be, and each of them hereby is, authorized, in the name and on behalf of the Company, to execute and file documents to be filed by the Company with the Securities and Exchange Commission and tax returns of the Company; and further

Business Unit Vice Presidents and Assistant Vice Presidents

RESOLVED, that the President and Chief Executive Officer be and hereby is authorized to appoint and prescribe the duties of such Business Unit Vice Presidents and Assistant Vice Presidents as he shall deem necessary or advisable; and further

RESOLVED, that the Business Unit Vice Presidents and Assistant Vice Presidents shall report to the Corporate Officer having responsibility for the operations of the Company to which the Business Unit Vice Presidents and Assistant Vice Presidents is assigned unless otherwise determined by the President and Chief Executive Officer; and further

RESOLVED, that subject to any limitations or restrictions imposed by the President and Chief Executive Officer, the Business Unit Vice Presidents and Assistant Vice Presidents be, and each of them hereby is, authorized, in the name and behalf of the Company, to negotiate, execute and deliver, and the Secretary and any Assistant Secretary of the Company be, and each of them hereby is, authorized to attest, with or without affixing its corporate seal, any agreement, lease, permit, license, grant, deed or other instrument entered into in the ordinary course of the business of the Company and within the scope of the duties prescribed for such Business Unit Vice President or Assistant Vice President; provided, however, that the foregoing shall not authorize any Business Unit Vice President or Assistant Vice President to negotiate, execute or deliver any agreement or instrument involving the issuance of securities by the Company or a commitment by the Company in excess of \$5 million, except that contracts involving the purchase or sale of energy may involve commitments up to \$25 million; and further

General

RESOLVED, that the Board of Directors hereby recommends and requests that each subsidiary of the Company implement the Policy Statement through the adoption of resolutions and controls consistent with the Policy Statement as revised from time to time at the direction of the Chief Executive Officer of the Company, subject to the limitations set forth in these resolutions; and further

RESOLVED, that the foregoing resolutions shall supersede the resolutions adopted by the Board of Directors on August 9, 1995 with respect to the same subject matter; provided, that nothing herein shall affect the validity of actions taken in reliance on such resolutions adopted August 9, 1995; and further

RESOLVED, that (1) the resolutions with respect to banking matters, (2) the resolutions with respect to the investment authority of the Corporate Officers (together with any resolutions adopted by the Finance Committee pursuant thereto), and (3) any other resolutions adopted by the Board of Directors authorizing officers to enter into specific agreements or transactions on behalf of the Company shall not be affected by the foregoing resolutions.