

0047

UTAH POWER & LIGHT COMPANY

1407 WEST NORTH TEMPLE STREET

P. O. BOX 899

SALT LAKE CITY, UTAH 84110

File #3
ACT/015/017
ACT/015/018A ✓
ACT/015/018B

March 17, 1983

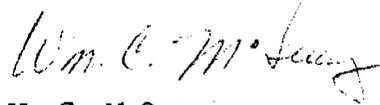
Ms. Pamela Grubaugh-Littig
State of Utah
Department of Natural Resources
Division of Oil, Gas and Mining
4241 State Office Building
Salt Lake City, Utah 84114

Dear Ms. Grubaugh-Littig:

In reply to your request, attached are the following reclamation bonds:

1. "Mined Lands Reclamation Contract" in the amount of \$29,000, between UP&L and DOGM, effective October 19, 1979 for the Cottonwood portal reclamation.
2. Performance bond in the amount of \$100,000, issued to U.S. Government on June 16, 1980 for reclamation on Des-Bee-Dove Coal Mine.

Yours truly,



W. C. McQuay
Land Status Analyst
Mining and Exploration

WCMCQ:bb:3809

Encl.

PERFORMANCE BOND
(See Instructions on reverse)

DATE BOND EXECUTED (Must be same or later than date of contract)

16 June 1980

PRINCIPAL (Legal name and business address)

UTAH POWER & LIGHT CO.
PO Box 899
Salt Lake City, UT 84110

TYPE OF ORGANIZATION ("X" one)

INDIVIDUAL PARTNERSHIP
 JOINT VENTURE CORPORATION

STATE OF INCORPORATION

Maine

SURETY(IES) (Name(s) and business address(es))

FIREMAN'S FUND INSURANCE COMPANY
PO Box 8139
Salt Lake City, UT 84108

PENAL SUM OF BOND

MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENT(S)
	100,	000.	00

CONTRACT DATE

6-16-80

CONTRACT NO. Reclamation
on Des/Bee/Dove
Coal Mine, Emery
County, Utah

KNOW ALL MEN BY THESE PRESENTS, That we, the Principal and Surety(ies) hereto, are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum for the payment of which we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally: *Provided*, That, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety, but if no limit of liability is indicated, the limit of liability shall be the full amount of the penal sum.

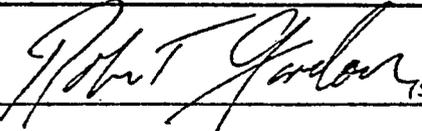
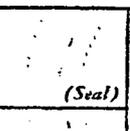
THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal entered into the contract identified above;

NOW, THEREFORE, if the Principal shall:

- (a) Perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term of said contract and any extensions thereof that may be granted by the Government, with or without notice to the Surety(ies), and during the life of any guaranty required under the contract, and shall also perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the Surety(ies) being hereby waived; and
- (b) If the said contract is subject to the Miller Act, as amended (40 U.S.C. 270a-270e), pay to the Government the full amount of the taxes imposed by the Government which are collected, deducted, or withheld from wages paid by the Principal in carrying out the construction contract with respect to which this bond is furnished; then the above obligation shall be void and of no effect.

IN WITNESS WHEREOF, the Principal and Surety(ies) have executed this performance bond and have affixed their seals on the date set forth above.

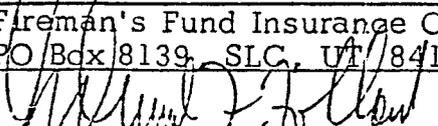
PRINCIPAL

Signature(s)	1.  (Seal)	2.  (Seal)	Corporate Seal
	Name(s) & Title(s) (Typed)	1. Robert Gordon Corporate Secretary	

INDIVIDUAL SURETY(IES)

Signature(s)	1.  (Seal)	2.  (Seal)
Name(s) (Typed)	1.	2.

CORPORATE SURETY(IES)

SURETY A	Name & Address	Fireman's Fund Insurance Company PO Box 8139, SLC, UT 84108	STATE OF INC.	LIABILITY LIMIT	Corporate Seal
	Signature(s)	1. 	2.		
	Name(s) & Title(s) (Typed)	1. Edward F. Folland Attorney-in-Fact	2.		

GENERAL
POWER OF
ATTORNEY

FIREMAN'S FUND INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That FIREMAN'S FUND INSURANCE COMPANY, a Corporation duly organized and existing under the laws of the State of California, and having its principal office in the City and County of San Francisco, in said State, has made, constituted and appointed, and does by these presents make, constitute and appoint

-----EDWARD F. FOLLAND-----

its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, seal, acknowledge and deliver any and all bonds, undertakings, recognizances or other written obligations in the nature thereof -----

and to bind the Corporation thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the Corporation and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises.

This power of attorney is granted pursuant to Article VIII, Section 30 and 31 of By-laws of FIREMAN'S FUND INSURANCE COMPANY now in full force and effect.

Article VIII, Appointment and Authority of Resident Assistant Secretaries, and Attorney-in-Fact and Agents to accept Legal Process and Make Appearances

Section 30 Appointment. The Chairman of the Board of Directors, the President, any Vice-President or any other person authorized by the Board of Directors, the Chairman of the Board of Directors, the President or any Vice-President, may, from time to time, appoint Resident Assistant Secretaries and Attorneys-in-Fact to represent and act for and on behalf of the Corporation and Agents to accept legal process and make appearances for and on behalf of the Corporation.

Section 31 Authority. The Authority of such Resident Assistant Secretaries, Attorneys-in-Fact, and Agents shall be as prescribed in the instrument evidencing their appointment, and all authority granted thereby may be revoked at any time by the Board of Directors or by any person empowered to make such appointment."

This power of attorney is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of FIREMAN'S FUND INSURANCE COMPANY at a meeting duly called and held on the 15th day of July, 1966, and that said Resolution has not been amended or repealed:

"RESOLVED, that the signature of any Vice-President, Assistant Secretary, and Resident Assistant Secretary of this Corporation, and the seal of this Corporation may be affixed or printed on any power of attorney, on any revocation of any power of attorney, or on any certificate relating thereto, by facsimile, and any power of attorney, any revocation of any power of attorney, or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Corporation."

IN WITNESS WHEREOF, FIREMAN'S FUND INSURANCE COMPANY has caused these presents to be signed by its Vice-President, and its corporate seal to be hereunto affixed this 27th day of July, 1977



FIREMAN'S FUND INSURANCE COMPANY

By William W. Lauber
Vice-President

STATE OF CALIFORNIA,

} ss.

CITY AND COUNTY OF SAN FRANCISCO

On this 27th day of July, 1977, before me personally came William W. Lauber, to me known, who, being by me duly sworn, did depose and say: that he is Vice-President of FIREMAN'S FUND INSURANCE COMPANY, the Corporation described in and which executed the above instrument; that he knows the seal of said Corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation and that he signed his name thereto by like order.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year herein first above written.

OFFICIAL SEAL
SUSIE K. GILBERT
NOTARY PUBLIC - CALIFORNIA
CITY & COUNTY OF SAN FRANCISCO
My Commission Expires Nov. 17, 1980
STATE OF CALIFORNIA,

Susie K. Gilbert
Notary Public

CERTIFICATE

} ss.

CITY AND COUNTY OF SAN FRANCISCO

I, the undersigned, Assistant Secretary of FIREMAN'S FUND INSURANCE COMPANY, a CALIFORNIA Corporation, DO HEREBY CERTIFY that the foregoing and attached POWER OF ATTORNEY remains in full force and has not been revoked; and furthermore that Article VIII, Sections 30 and 31 of the By-laws of the Corporation, and the Resolution of the Board of Directors, set forth in the Power of Attorney, are now in force.

Signed and sealed at the City and County of San Francisco. Dated the 16th day of June, 1980



William W. Lauber
Assistant Secretary

STATE OF UTAH
DEPARTMENT OF NATURAL RESOURCES
BOARD OF OIL, GAS AND MINING
1588 West North Temple
Salt Lake City, Utah 84116

* MINED LANDS RECLAMATION CONTRACT *

THIS CONTRACT, made and entered into this 19th day of October, 1979, between Utah Power & Light Company a corporation duly authorized and existing under and by virtue of the laws of Utah as party of the first part, and hereinafter called the Operator, and the Board of Oil, Gas, and Mining, duly authorized and existing by virtue of the laws of the State of Utah, as party of the second part hereinafter called the Board.

WITNESSETH:

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

WHEREAS, the Operator did on the 3rd day of October 1979, file with the Division of Oil, Gas, and Mining, a "Notice of Intention to Commence Mining Operations" and a "Mining and Reclamation Plan" to secure authorization to engage, or continue to engage, in mining operations in the State of Utah, under the terms and provisions of the Mined Land Reclamation Act, Section 40-8, UCA, 1953;

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

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

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

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

1. The Operator promises to reclaim the land affected in accordance with the approved **exploration** Plan, the Mined Land Reclamation Act, and the Rules and Regulations adopted in accordance therewith.* (See below)
2. The Board, in lieu of the posting of a bond or other surety, accepts the personal guarantee of the Operator to reclaim the land affected.
3. The Board and Operator both agree that the Operator will not be obligated to expend a sum in excess of that required to complete the reclamation work outlined in the **exploration** Plan which was designed for the mining operation as submitted to the Division on the 3rd day of October, 19 79, and which has been estimated to cost \$ 29,000.00.

IN WITNESS WHEREOF, the parties of the first and second parts hereto have respectively set their hands and seals on this 22nd day of October, 19 79.

UTAH POWER & LIGHT COMPANY

By: _____

[Signature]
Vice President

WITNESSES:

[Signature]
Secretary

BOARD OF OIL, GAS, AND MINING

By: _____

[Signature]
Chairman

Note: If the Operator is a corporation, the agreement should be executed by its duly authorized officer with the seal of the corporation affixed.

*Under the provisions of said exploration plan, such reclamation work will only become necessary if the Cottonwood Portal is not developed.

STATE OF UTAH)
 : ss.
County of Salt Lake)

On the 22 day of October, 1979, personally appeared before me Dean L. Bryner, who by me being duly sworn, did say that he is a Vice President of Utah Power & Light Company of Salt Lake City, Utah; that the above instrument was signed by him on behalf of said corporation by authority of its By-Laws; that said Dean L. Bryner acknowledged to me that said Corporation executed the same.

Barbara Ralston
Notary Public - Residing at
Salt Lake County, Utah

Commission expires:

June 8, 1980