

Deer Creek IBC

ACT/015/018

June 3, 1993

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UTAH DIVISION OF OIL, GAS AND MINING
STATE DECISION DOCUMENT

PacifiCorp
Deer Creek Mine
Incidental Boundary Change
ACT/015/018
Emery County, Utah

June 3, 1993

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ADMINISTRATIVE OVERVIEW

PacifiCorp
Deer Creek Mine
Incidental Boundary Change
ACT/015/018
Emery County, Utah

June 3, 1993

PROPOSAL

PacifiCorp has proposed an Incidental Boundary Change in the Rilda Canyon area which would add approximately 160 acres (80 acres in a portion of Lease U-47977 and 80 acres in a portion of Lease SL-050862) to the current permit area. Mining will be developed and undertaken in the Blind Canyon seam and Hiawatha seam. Longwall panels will be developed off the east side rather than the west side of the Third North Mains. This additional acreage is considered an amendment to the currently approved permit.

BACKGROUND

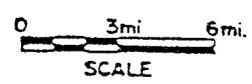
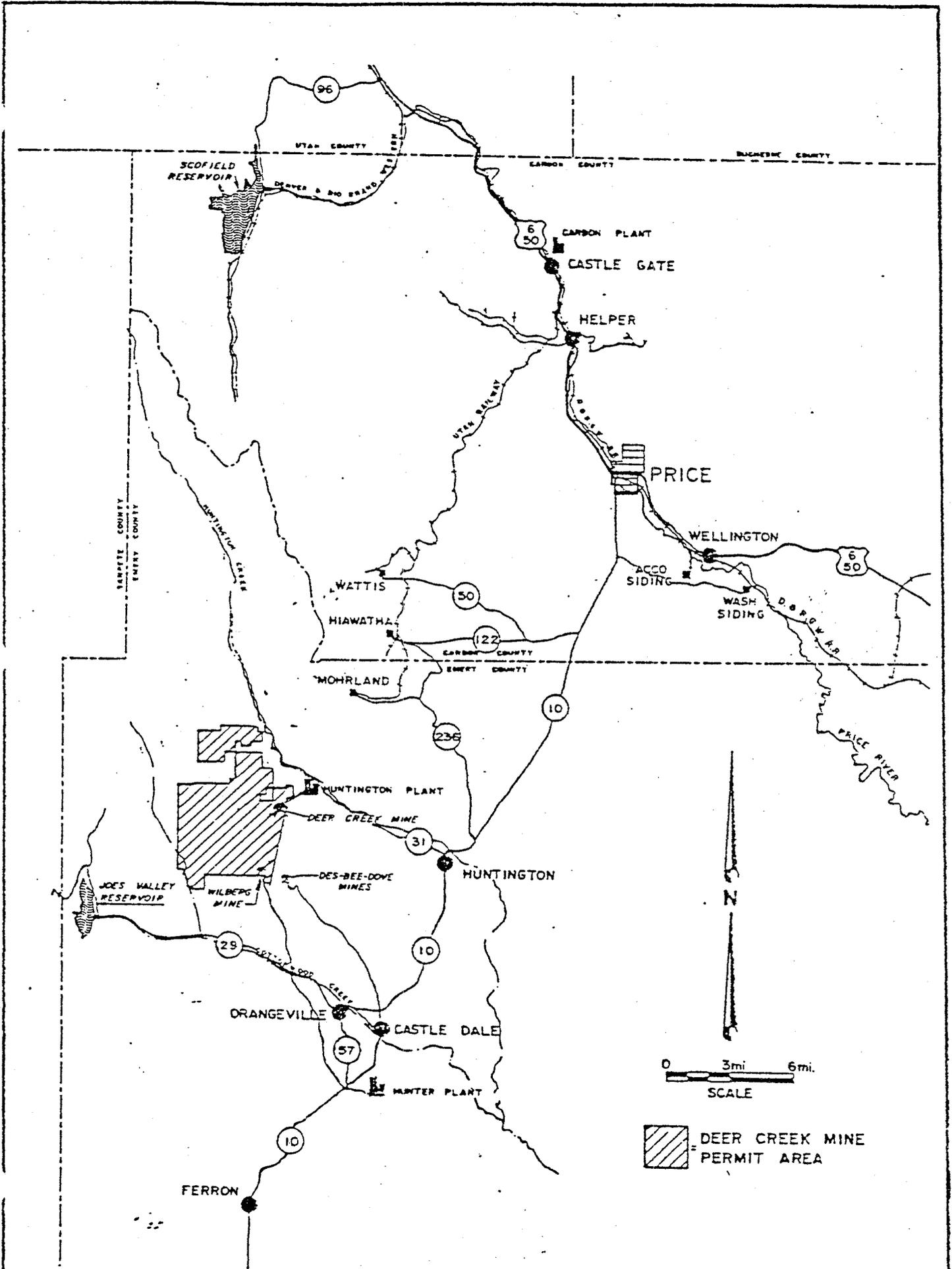
The original permit for the Deer Creek Mine was issued February 7, 1986 for approximately 14,620 acres. A Waste Rock Storage Facility was added September, 1988. The permit was successively renewed on February 7, 1991. A reclamation surety bond in the amount of \$2,000,000 is currently posted for reclamation at the Deer Creek Mine.

PacifiCorp submitted an application for the "Rilda Canyon Extension Area" which included Leases U-7563, U-47977, U-06039, SL-050862, and U-014275 on February 12, 1990 for a revision to the Deer Creek Mine permit. PacifiCorp must submit more information to the Division before this application can be determined complete.

RECOMMENDATION

The proposed incidental boundary change by PacifiCorp at add 160 acres to the current permit area has been reviewed by the Division and other appropriate state and federal agencies. It is recommended that this permitting action be approved.

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 DEER CREEK MINE PERMIT AREA

PERMITTING CHRONOLOGY

PacifiCorp
Rilda Canyon
Incidental Boundary Change
ACT/015/018
Emery County, Utah

April 13, 1993

PacifiCorp submits plans for a 160 acre Incidental Boundary Change (IBC) into the permit.

The Division transmits copies of the IBC amendment to other reviewing agencies.

May 28, 1993

The Division completes technical review of plan.

June 3, 1993

The Division forwards State Decision Document to Office of Surface Mining Reclamation and Enforcement for concurrence and secretarial signature.

FINDINGS

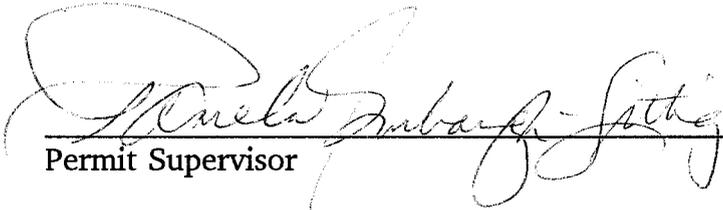
PacifiCorp
Deer Creek Mine
Incidental Boundary Change
Rilda Canyon
ACT/015/018
Emery County, Utah

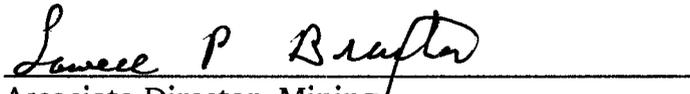
June 3, 1993

1. The revised plan and the permit application are accurate and complete and all requirements of the Surface Mining Control and Reclamation Act, and the approved Utah State Program (the "Act") have been complied with (R645-300-133.100).
2. No additional surface reclamation is required since the additional permit area will be mined as an underground extension of the existing mine. There will be no new surface facilities (R645-300-133.710).
3. An assessment of the probable cumulative impacts of all anticipated coal mining and reclamation activities in the general area on the hydrologic balance has been conducted by the Division and no significant impacts were identified. The Mining and Reclamation Plan (MRP) proposed under the application has been designed to prevent damage to the hydrologic balance in the permit area and in associated off-site areas (R645-300-133.400 and UCA 40-10-11 {2}{c}). (The PHC is being modified per Division Order DO-90A.)
4. The proposed lands to be included within the permit area are:
 - a. Not included within an area designated unsuitable for underground coal mining operations (R645-300-133.220);
 - b. not within an area under study for designated lands unsuitable for underground coal mining operations (R645-300-133.210);
 - c. not on any lands subject to the prohibitions or limitations of 30 CFR 761.11 {a} (national parks, etc.), 761.11 {f} (public buildings, etc.) and 761.11 {g} (cemeteries);
 - d. not within 100 feet of the outside right-of-way of a public road (R645-300-133.220); and
 - e. not within 300 feet of any occupied dwelling (R645-300-133-220).

5. The Division's issuance of a permit is in compliance with the National Historic Preservation Act and implementing regulations (36 CFR 800 and R645-300-133.600). See attached letter from State Historic Preservation Officer (SHPO) dated April 26, 1993.
6. The applicant has the legal right to enter and complete mining activities in the IBC through a federal coal lease issued by the Bureau of Land Management (See attached Lease UTU-47977, assignment effective July 1, 1986 and Lease SL-050862, assignment effective July 1, 1986) (R645-300-133.300).
7. A 510(c) report has been run on the Applicant Violator System (AVS), which shows that: prior violations of applicable laws and regulations have been corrected; neither PacifiCorp or any affiliated company, are delinquent in payment of fees for the Abandoned Mine Reclamation Fund; and the applicant does not control and has not controlled mining operations with demonstrated pattern of willful violations of the Act of such nature, duration, and with such resulting irreparable damage to the environment as to indicate an intent not to comply with the provisions of the Act (see memo from Joe C. Helfrich dated June 2, 1993) (R645-300-133.730).
8. Underground mining operations to be performed under the permit will not be inconsistent with other operations anticipated to be performed in areas adjacent to the proposed permit area.
9. The applicant has posted a surety bond for the Deer Creek Mine in the amount of \$2,000,000. No additional surety will be required, since there is no additional surface disturbance proposed (R645-300-134).
10. No lands designated as prime farmlands or alluvial valley floors occur on the permit area (R645-302-313.100 and R645-302-321.100).
11. The proposed postmining land-use of the permit area is the same as the pre-mining land use and has been approved by the Division and the surface land management agency, the United States Forest Service.
12. The Division has made all specific approvals required by the Act, the Cooperative Agreement, and the Federal Lands Program.

13. The proposed operation will not affect the continued existence of any threatened or endangered species or result in the destruction or adverse modification of their critical habitats (R645-300-133.500). (See May 20, 1993 letter from U. S. Fish and Wildlife Service.)
14. All procedures for public participation required by the Act, and the approved Utah State Program have been complied with (R645-300-120).
15. No existing structures will be used in conjunction with mining of the underground right-of-way, other than those constructed in compliance with the performance standards of R645-301 and R645-302 (R645-300-133.720).


Permit Supervisor


Associate Director, Mining


Director

FEDERAL

PERMIT
Permit Number ACT/015/018

June 3, 1993

STATE OF UTAH
DEPARTMENT OF NATURAL RESOURCES
DIVISION OF OIL, GAS AND MINING
355 West North Temple
3 Triad Center, Suite 350
Salt Lake City, Utah 84180-1203
(801) 538-5340

This permit, ACT/015/018, is issued for the state of Utah by the Utah Division of Oil, Gas and Mining (Division) to:

PacifiCorp
324 South State Street
P.O. Box 26128
Salt Lake City, Utah 84126-0128

for the Deer Creek Mine. A Surety Bond is filed with the Division in the amount of \$2,000,000, payable to the State of Utah, Division of Oil, Gas and Mining and the Office of Surface Mining Reclamation and Enforcement (OSM). The Division must receive a copy of this permit signed and dated by the permittee.

- Sec. 1 STATUTES AND REGULATIONS** - This permit is issued pursuant to the Utah Coal Mining and Reclamation Act of 1979, Utah Code Annotated (UCA) 40-10-1 et seq, hereafter referred to as the Act.
- Sec. 2 PERMIT AREA** - The permittee is authorized to conduct underground coal mining activities on the following described lands within the permit area at the Deer Creek Mine, situated in the state of Utah, Emery County:

The area to be mined is contained on the USGS 7.5-minute "Red Point", "Rilda" and "Mahogany Point" quadrangle maps. The approximately 14,900 acres contained in the permit area involve all or part of the following federal and fee coal leases:

Lease No. SL-064607-064621
Issued to Clara Howard Miller 10/4/46
Township 17 South, Range 7 East, SLM, Utah
Containing 613.92 acres
Section 2: Lots 2, 5, 6, 7, 10, 11 and 12 and SW1/4
Section 3: SE1/4 SE1/4
Section 10: NE1/4

Lease No. SL-064900

Issued to Cyrus Wilberg 2/3/45

Township 17 South, Range 7 East, SLM, Utah

Containing 160 acres

Section 22: SE1/4 SW1/4, SW1/4 SE1/4, NE1/4 SW1/4, NW1/4 SE1/4

Lease No. U-1358

Issued to Castle Valley Mining Co. 8/1/67

Township 17 South, Range 7 East, SLM, Utah

Containing 320 acres

Section 22: S1/2 NW1/4, W1/2 SW1/4, E1/2 SE1/4

Section 27: E1/2 NE1/4

Lease No. SL-070645, U-02292

Issued to Clara Howard Miller 4/1/52

Township 17 South, Range 7 East, SLM, Utah

Containing 2560 acres

Section 4: SW1/4 SE1/4, S1/2 SW1/4

Section 5: SE1/4 SW1/4, S1/2 SE1/4

Section 8: E1/2, E1/2 W1/2

Section 9: All

Section 10: W1/2

Section 15: N1/2

Section 16: N1/2

Section 17: NE1/4, E1/2 NW1/4

Lease No. U-084923

Issued to Malcolm N. McKinnon 8/1/64

Township 17 South, Range 7 East, SLM, Utah

Containing 2252.42 acres

Section 4: Lots 2, 3, 4, 5, 6, 7, 10, 11, 12, NW1/4 SE1/4, N1/2 SW1/4

Section 5: Lots 1 thru 12, N1/2 S1/2, SW1/4 SW1/4

Section 6: Lots 1 thru 11, SE1/4

Section 7: Lots 1 thru 4, E1/2

Section 8: W1/2 W1/2

Section 18: Lots 1 and 2, N1/2

Section 17: W1/2 NW1/4

Lease No. U-084924
Issued to Malcolm N. McKinnon 8/1/64
Township 17 South, Range 6 East, SLM, Utah

Containing 1211.48 acres

- Section 1: Lots 1, 2, 3, S1/2 NE1/4, SE1/4 NW1/4, E1/2 SW1/4, SE1/4
- Section 12: E1/2, E1/2 W1/2
- Section 13: NE1/4, E1/2 NW1/4

Lease No. U-083066
Issued to Cooperative Security Corp. 3/1/62
Township 17 South, Range 6 East, SLM, Utah

Containing 2485 acres

- Section 13: E1/2 SW1/4, SE1/4
- Section 24: E1/2 W1/2, E1/2
- Section 25: N1/2 NE1/4

Township 17 South, Range 7 East, SLM, Utah

- Section 17: SW1/4, W1/2 SE1/4
- Section 18: Lots 3 and 4, SE1/4
- Section 19: Lots 1, 2, 3, 4, E1/2
- Section 20: W1/2, W1/2 E1/2
- Section 29: NW1/4 NE1/4, N1/2 NW1/4
- Section 30: Lots 1, 2, 3, N1/2 NE1/4, SW1/4 NE1/4, NW1/4 SE1/4

Lease No. U-040151
Issued to Cooperative Security Corp. 3/1/62
Township 17 South, Range 7 East, SLM, Utah

Containing 1720 acres

- Section 15: SW1/4
- Section 16: S1/2
- Section 17: E1/2 SE1/4
- Section 20: E1/2 E1/2
- Section 21: All
- Section 22: N1/2 NW1/4
- Section 27: N1/2 NW1/4
- Section 28: N1/2 N1/2
- Section 29: NE1/4 NE1/4

Lease No. U-044025
Issued to Cooperative Security Corp. 8/1/60
Township 17 South, Range 7 East, SLM, Utah

Containing 40 acres

- Section 27: NW1/4 NE1/4

Lease No. U-024319
Issued to Huntington Corp. 5/1/60
Township 16 South, Range 7 East, SLM, Utah
Containing 1040 acres

- Section 27: SW1/4
- Section 28: SE1/4
- Section 33: E1/2, E1/2 NW1/4, NE1/4 SW1/4, S1/2 SW1/4
- Section 34: NW1/4, NW1/4 SW1/4

Lease No. U-014275
Issued to John Helco 10/1/55
Township 16 South, Range 7 East, SLM, Utah
Containing 80 acres

- Section 28: E1/2 SW1/4

Lease No. U-47979
Issued to Utah Power & Light Co. 10/1/81
Township 16 South, Range 7 East, SLM, Utah
Containing 1,063.38 acres, more or less

- Section 34: S1/2 NE1/4, NE1/4 SW1/4, S1/2 SW1/4, SE1/4
- Township 17 South, Range 7 East, SLM, Utah
- Section 3: Lots 1 thru 8, 10 thru 12, SW1/4, SW1/4 SE1/4
 - Section 4: Lots 1, 8, 9, E1/2 SE1/4

Portion of Lease No. U-47977
Township 16 South, Range 7 East, SLBM
Containing 160 acres

- Section 32: E1/2 SE1/4, E1/2 NE1/4

Portion of Lease No. SL-050862
Township 16 South, Range 7 East, SLBM
Containing 120 acres

- Section 33: NW1/4 SW1/4, W1/2 NW1/4

OWNERS OF COAL TO BE MINED OTHER THAN THE UNITED STATES

The Estate of Malcolm McKinnon
Zions First National Bank, Trustee, Salt Lake City, Utah 84111
Township 17 South, Range 7 East, SLM, Utah

- Section 10: SE1/4
- Section 11: W1/2 W1/2, NE1/4 NW1/4
- Section 14: W1/2 NW1/4

Cooperative Security Corp.
115 East South Temple, Salt Lake City, Utah 84111
Township 17 South, Range 7 East, SLM, Utah
Section 15: SE1/4
Section 22: NE1/4

Also:

Beginning at the SE corner of NE1/4 SE1/4 Section 25, T17S, R6E, SLM, thence North 160 rods, West 116 rods to center line of Cottonwood Creek; thence southerly along center line of said creek to a point 84 rods West of the beginning; thence East 84 rods to the beginning.

The above listed surface rights and coal owned or leased by PacifiCorp, successor in interest to Utah Power & Light Company.

PacifiCorp
324 South State, PO Box 26128, Salt Lake City, Utah 84126-0128
Township 17 South, Range 7 East, SLM, Utah
Section 14: SW1/4 (West of the Deer Creek Fault)

ADDITIONAL LANDS TO BE AFFECTED BY MINING

Township 17 South, Range 7 East, SLM, Utah
State of Utah Special Use Lease Agreement No. 284 utilized for conveyor and power line right-of-ways located in the southeast quarter of Section 2

Township 17 South, Range 8 East, SLM, Utah
PacifiCorp fee land (successor to Utah Power & Light Company) utilized for a Waste Rock Disposal Site located within Lots 4 and 5 of Section 5 and Lot 1 and the Southeast quarter of the Northeast quarter of Section 6

This legal description is for the permit area of the Deer Creek Mine. The permittee is authorized to conduct underground coal mining activities and related surface activities on the foregoing described property subject to the conditions of all applicable conditions, laws and regulations.

Sec. 3 COMPLIANCE - The permittee will comply with the terms and conditions of the permit, all applicable performance standards and requirements of the State Program.

Sec. 4 PERMIT TERM - This permit expires on February 15, 1996.

- Sec. 5 ASSIGNMENT OF PERMIT RIGHTS** - The permit rights may not be transferred, assigned or sold without the approval of the Director, Division. Transfer, assignment or sale of permit rights must be done in accordance with applicable regulations, including but not limited to 30 CFR 740.13{e} and R645-303-300.
- Sec. 6 RIGHT OF ENTRY** - The permittee shall allow the authorized representative of the Division, including but not limited to inspectors, and representatives of the Office of Surface Mining Reclamation and Enforcement (OSM), without advance notice or a search warrant, upon presentation of appropriate credentials, and without delay to:
- (a) have the rights of entry provided for in 30 CFR 840.12, R645-400-220, 30 CFR 842.13 and R645-400-110;
 - (b) be accompanied by private persons for the purpose of conducting an inspection in accordance with R645-400-100 and R645-400-200 when the inspection is in response to an alleged violation reported to the Division by the private person.
- Sec. 7 SCOPE OF OPERATIONS** - The permittee shall conduct underground coal mining activities only on those lands specifically designated as within the permit area on the maps submitted in the approved plan and approved for the term of the permit and which are subject to the performance bond.
- Sec. 8 ENVIRONMENTAL IMPACTS** - The permittee shall take all possible steps to minimize any adverse impact to the environment or public health and safety resulting from noncompliance with any term or condition of the permit, including, but not limited to:
- (a) Any accelerated or additional monitoring necessary to determine the nature and extent of noncompliance and the results of the noncompliance;
 - (b) immediate implementation of measures necessary to comply; and
 - (c) warning, as soon as possible after learning of such noncompliance, any person whose health and safety is in imminent danger due to the noncompliance.

Sec. 9 CONDUCT OF OPERATIONS - The permittee shall conduct its operations:

- (a) in accordance with the terms of the permit to prevent significant, imminent environmental harm to the health and safety of the public; and
- (b) utilizing methods specified as conditions of the permit by the Division in approving alternative methods of compliance with the performance standards of the Act, the approved Utah State Program and the Federal Lands Program.

Sec. 10 EXISTING STRUCTURES - As applicable, the permittee will comply with R645-301 and R645-302 for compliance, modification, or abandonment of existing structures.

Sec. 11 RECLAMATION FEE PAYMENTS - The operator shall pay all reclamation fees required by 30 CFR Part 870 for coal produced under the permit, for sale, transfer or use.

Sec. 12 AUTHORIZED AGENT - The permittee shall provide the names, addresses and telephone numbers of persons responsible for operations under the permit to whom notices and orders are to be delivered.

Sec. 13 COMPLIANCE WITH OTHER LAWS - The permittee shall comply with the provisions of the Water Pollution Control Act (33 USC 1151 et seq.) and the Clean Air Act (42 USC 7401 et seq), UCA 26-11-1 et seq, and UCA 26-13-1 et seq.

Sec. 14 PERMIT RENEWAL - Upon expiration, this permit may be renewed for areas within the boundaries of the existing permit in accordance with the Act, the approved Utah State Program and the Federal Lands Program.

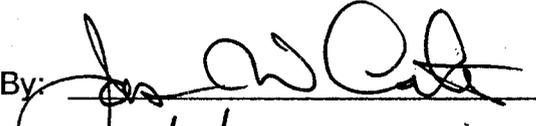
Sec. 15 CULTURAL RESOURCES - If during the course of mining operations, previously unidentified cultural resources are discovered, the permittee shall ensure that the site(s) is not disturbed and shall notify the Division. The Division, after coordination with OSM, shall inform the permittee of necessary actions required. The permittee shall implement the mitigation measures required by Division within the time frame specified by Division.

Sec. 16 APPEALS - The permittee shall have the right to appeal as provided for under R645-300-200.

Sec. 17 SPECIAL CONDITIONS - There are special conditions associated with this permitting action as described in attachment A.

The above conditions (Secs. 1-17) are also imposed upon the permittee's agents and employees. The failure or refusal of any of these persons to comply with these conditions shall be deemed a failure of the permittee to comply with the terms of this permit and the lease. The permittee shall require his agents, contractors and subcontractors involved in activities concerning this permit to include these conditions in the contracts between and among them. These conditions may be revised or amended, in writing, by the mutual consent of the Division and the permittee at any time to adjust to changed conditions or to correct an oversight. The Division may amend these conditions at any time without the consent of the permittee in order to make them consistent with any federal or state statutes and any regulations.

THE STATE OF UTAH

By: 
Date: 6/9/93

I certify that I have read, understand and accept the requirements of this permit and any special conditions attached.

**Authorized Representative of
the Permittee**

Date: _____

Attachment A

SPECIAL CONDITIONS

1. If during entry development, in the incidental boundary change for Leases No. U-47977 and SL-050862, sustained quantities of groundwater, greater than 5 gpm from a single source in an individual entry, continue after operational activities have progressed beyond the area of groundwater production; thus facilitating installation of collection and monitoring devices, PacifiCorp will monitor these flows for quality and quantity under the approved baseline parameters.

PacifiCorp will notify the Division within 24 hours prior to initiation of said monitoring.

2. This permit becomes effective when the mining plan approval for Leases U-47977 and SL-050862 is authorized by the Secretary of the Interior.

DECISION NOTICE
AND
FINDING OF NO SIGNIFICANT IMPACT
FOR THE READJUSTMENT OF
CONSOLIDATED FEDERAL COAL LEASE SL-050862/U-24069/U-24070

Price Ranger District
Manti-LaSal National Forest
Emery County, UT

On March 10, 1986, the Forest Service received notification from the Bureau of Land Management that consolidated Federal coal lease SL-050862/U-24069/U-24070 would be subject to readjustment of terms on August 5, 1987. This notification also requested an environmental assessment, recommendations for stipulations, and Forest Service consent, as appropriate.

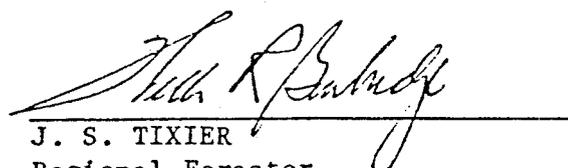
An Environmental Assessment (EA) approved December 29, 1986, adequately addressed the environmental conditions and effects of the proposed action. Copies of this and other pertinent process documentation are available for review at the Price Ranger District Office and the Manti-LaSal National Forest Supervisor's Office, both located in Price, Utah.

Based on the analysis and evaluation described in the aforementioned documents, it is our decision that the special stipulations identified in the EA be included in the proposed readjustment of the subject lease. This alternative is viable under existing legislation and Forest Service policy, management decisions, and direction. The "No Action" alternative was evaluated and determined not to be viable.

This is not a major Federal action that would significantly affect the quality of the human environment; therefore, an Environmental Impact Statement is not needed. This determination was made considering the following factors:

1. All future proposed surface-disturbing activities will be site-specifically assessed through the NEPA process.
2. All identified impacts, including cumulative impacts, can be effectively mitigated to an acceptable level.
3. No known prime or unique farmlands, wetlands, timberlands or rangelands; floodplains, alluvial valley floors, paleontological or cultural resources; nor threatened, endangered, or sensitive floral or faunal species will be impacted by readjustment of this lease.
4. Readjustment of this lease is consistent with the direction and decisions of the Manti-LaSal National Forest Final Environmental Impact Statement and the Land and Resource Management Plan dated November 5, 1986.

Based on this assessment and evaluation, consolidated Federal Coal Lease SL-050862/U-24069/U-24070 should be readjusted to contain the enclosed stipulations. This decision is subject to administrative review (appeal) pursuant to Secretary of Agriculture Appeal Regulation 36 CFR 211.18.


J. S. TIXIER
Regional Forester

DATE Jan 30, 1987

ENVIRONMENTAL ASSESSMENT
FOR THE READJUSTMENT OF CONSOLIDATED
FEDERAL COAL LEASE SL-050862/U-24069/U-24070

Price Ranger District
Manti-LaSal National Forest
Emery County, Utah

December, 1986

Responsible Official: Reed C. Christensen
Forest Supervisor
Manti-LaSal National Forest
U.S. Department of Agriculture

For Further Information Contact: Ira W. Hatch
Price District Ranger
599 West Price River Drive
Price, Utah 84501

Prepared by: Walter E. Nowak, Price District Geologist

Approved by:


Forest Supervisor

Date

12/29/86

ENVIRONMENTAL ASSESSMENT
READJUSTMENT OF CONSOLIDATED FEDERAL COAL LEASE
SL-050862/U-24069/U-24070

I. INTRODUCTION

A. Purpose and Need for Action

The Bureau of Land Management sent notification to the Forest Service on March 10, 1986 that consolidated Federal Coal Lease SL-050862/U-24069/U-24070 (currently assigned to West Appa Land Company) would be subject to readjustment of terms by August 5, 1987. (See Appendix A)

As the surface managing agency for this lease, the Manti-LaSal National Forest is responsible for conducting an environmental analysis of the proposed action in accordance with the National Environmental Policy Act of 1969 (NEPA).

A Forest Service interdisciplinary (ID) team met on September 3, 1986 to evaluate the proposed lease readjustment. (See Appendix C).

B. Authorizing Actions

Leasing and development will be under the authority of the following authorizing actions: Mineral Leasing Act of February 25, 1920, as amended; Federal Land Policy and Management Act (FLPMA) of 1976; Surface Mining and Development Act of August 13, 1954; Department of Energy Operations Act of August 4, 1977; National Environmental Policy Act (NEPA) of 1969; Federal Coal Leasing Amendments Act of October 30, 1976, as amended; the Act of October 30, 1978 (92 Stat. 2073-2075); regulations: Title 30 CFR Part 700; Title 43 CFR Part 3400; and the Manti-LaSal National Forest Final Environmental Impact Statement and Land and Resource Management Plan, 1986.

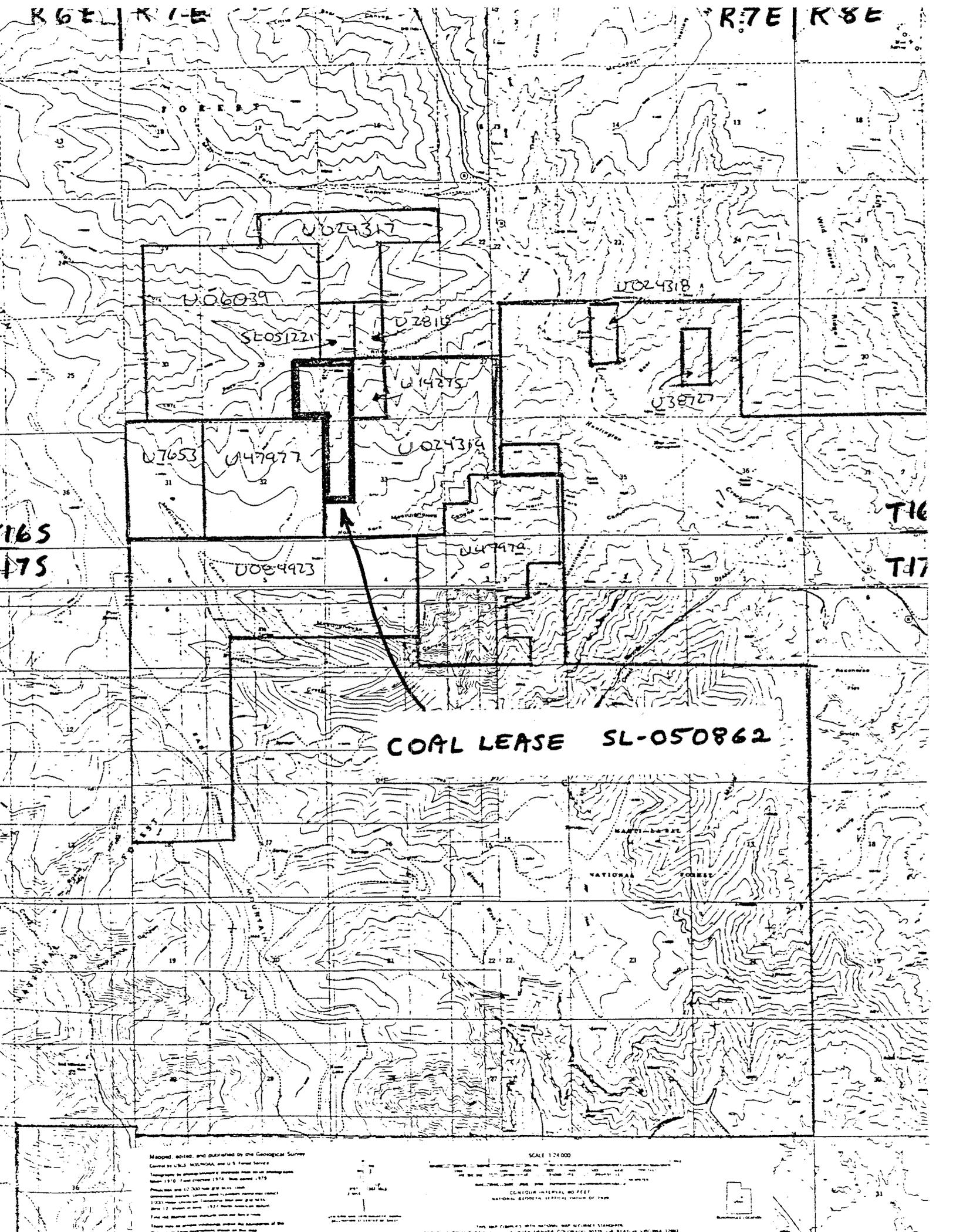
C. Description of the Lease

The lease area is contained on Federal lands within the Price Ranger District, Manti-LaSal National Forest, Emery County, Utah (see map). It consists of 280 acres and is legally described as follows:

T16S, R7E, SLM, Emery Co., Utah
Section 28: W1/2 SW1/4
Section 29: E1/2 SE1/4
Section 33: W1/2 NW1/4, NW1/4 SW1/4

R6E | R7E

R7E | R8E



T6S
T7S

T16
T17

COAL LEASE SL-050862

Maped, edited, and published by the Geological Survey
 General Land Office, WASHINGTON and U.S. Forest Service
 Photographs by aerial photography of National Forests and other public lands
 from 1910 to present (1974). See also, 1975
 Photo data and 10,000-foot grid maps
 1923-1925 aerial photography of National Forests and other public lands
 from 1917 to 1925. 1927 forest boundary maps
 from the Bureau of Land Management and the Forest Service
 from the Bureau of Land Management and the Forest Service
 from the Bureau of Land Management and the Forest Service

SCALE 1:24,000

CENTIMETER INTERVAL 40 FEET
NATIONAL GEODETIC DATUM OF 1983



D. Background

Before consolidation, Coal Leases SL-050862, U-24069 and U-24070 were respectively issued on August 5, 1937, May 1, 1953 and May 1, 1960. On October 18, 1973 these leases were consolidated by the Bureau of Land Management on request of the original lessee, Malcolm N. McKinnon. On June 1, 1983, the Bureau of Land Management approved the assignment to the current lessee of record, West Appa Land Company.

The Old Helco Mine, lying within the lease along its northern edge in Rilda Canyon, was originally active in 1938. The Old Helco Mine was abandoned in 1969 and was one of four operating mines in Rilda Canyon that together produced less than 100,000 tons. Since then, three different companies have tentatively proposed to reactivate operations at the Old Helco Mine; but, all have dropped their proposals. Currently, West Appa Land Company is negotiating to sell the subject lease along with three other adjacent State and Federal coal leases.

E. Issues and Concerns

General public comments were solicited through local newspapers on 10/10/86. Specific comments on the proposed action were solicited directly from the Emery County Planning and Zoning Commission, the Utah Division of Wildlife Resources and the Southern Utah Association of Governments on 10/30/86. No comments or responses have been received to date.

The Interdisciplinary Team identified the following management concerns:

1. Surface disturbing activities and facilities could adversely affect surface water and wildlife.
2. Underground mining and subsidence could adversely affect surface and ground water, soils, vegetation, wildlife and North Emery Water Users Association's culinary water development.

F. Negative Declaration

The ID Team determined that this action after mitigation, would cause no impacts on the following; prime or unique rangeland, timberland or farmland; floodplains; cultural or paleontological resources; wetlands; alluvial valley floors; known Threatened, Endangered or Sensitive plant or animal species.

II. DESCRIPTION OF ALTERNATIVES

A. No Action Alternative

Consideration of the "No Action" alternative is required by Section 1502.14 (d) of the National Environmental Policy Act and by the Council on Environmental Quality guidelines as specified in the Federal Register on November 29, 1979. Under this alternative, the terms of the lease would not be changed.

Department of Interior Regulations 43 CFR 3451.1 (a) (1) Federal Coal Management Regulations require that all leases issued prior to August 4, 1976, be subject to readjustment at the end of the current 20 year period and at the end of each 10 year period thereafter. The present lease terms do not minimize the impacts to the surface resources to an acceptable level, and new management requirements are needed.

B. Readjustment of Terms Alternative

Department of Interior Regulations 43 CFR 3400.3-1 pertaining to Coal Management make provisions for the Surface Management Agency, the surface of which is under the jurisdiction of any Federal agency other than the Department of Interior, to consent to leasing and to prescribe conditions to insure the use and protection of the lands. This lease contains lands the surface of which are managed by the United States Department of Agriculture, Forest Service, Manti-LaSal National Forest.

The stipulations contained in Appendix B pertain to the Lessee responsibility for mining operations on the lease area and on adjacent areas as may be specifically designated on National Forest System lands.

III. AFFECTED ENVIRONMENT

The affected environment of the subject area has been generally described in numerous environmental documents and resource reports prepared for coal leasing and development in this and surrounding areas. A number of these documents are listed for reference in Section VI, Selected Tiering and Reference Documents. There are several resources on the lease for which an issue or concern was identified. These resources are essentially, unique to the proposal and are under consideration in this document.

A. General Setting

The lease lies along the south slope of Rilda Canyon. Rilda Creek traverses the north edge of the lease in an east-west

direction and a tributary to Rilda Creek, often called "Side Canyon", traverses the north half of the lease in a north-south direction. The southern portion of the lease includes a portion of the ridge which separates Rilda Canyon from the North Fork of Meetinghouse Canyon. The elevation within the lease area ranges from 7,600 feet at the north end in the canyon bottom to approximately 9,400 feet at the south end on the ridge.

B. Hydrology

A north-south trending intermittent side drainage traverses the lease area and drains into Rilda Creek. Rilda Creek flows eastward into Huntington Creek. Perennial flows in Rilda Creek are fed by springs which emerge along the canyon slopes.

Three spring areas which lie within the lease area have been developed by the North Emery Water Users Association (NEWUA) for culinary water. The North Spring and South Spring Collection Areas lie in the bottom of Rilda Canyon on both sides of the creek along the northern edge of the lease.

The Side Canyon Collection Area lies to the south of the other collection areas in the bottom of the side drainage. Collection system pipelines traverse the canyon bottom on both sides of the creek and merge into one pipe at the northeast corner of the lease. The pipe leads eastward along the north edge of the Rilda Canyon road.

No other perennial springs have been found in the lease area.

Vaughn Hansen Associates, Inc. prepared a detailed hydrologic study of the Rilda Canyon area for West Appa Coal Company's Mine and Reclamation Plan for the Rilda Canyon Mine, April, 1983, Chapter VII. Detailed information of the hydrology of the area can be found in this report.

C. Soils

The soils in the area were mapped in detail by Ford, Bacon and Davis, Inc. for West Appa Coal Company's Mine and Reclamation Plan for the Rilda Canyon Mine, April, 1983, Chapter VIII.

Typically, soils in area have brown or dark brown sandy loam surfaces 12-21 inches thick underlain by a pale brown sandy loam or loam subsoil to a depth of 60 inches or more. Soils generally contain a high amount of rock fragments ranging from small stones to massive boulders. Based on data from the Ford, Bacon and Davis report it appears that the soils located in the area have 2 major limitations which could adversely affect revegetation attempts:

- (1) Soil laboratory analysis shows a serious deficiency in the nutrient phosphorous.
- (2) Soils have a very high or high erosion potential if disturbed.

D. Wildlife and Fish

There is a variety of wildlife in the lease area due to the diversity of elevations and plant communities. The ridge tops are both summer and winter range for elk and deer. During the winter months, mule deer driven off of the higher elevations, utilize the south facing slopes of Rilda Canyon that stay relatively free of snow. The area may also be home for cougar and black bear. The bird population includes game birds, raptors and small nongame birds. Small nongame animals which inhabit the area include bobcat, coyote, fox, badger, beaver, porcupine, skunk, mink, weasel, marmot, gopher, chipmunk, several species of squirrels and mice.

Rilda Creek is not a fishery however. Huntington Creek is a valuable fishery in the area.

A detailed description of the wildlife in and adjacent to the lease area was prepared by Ford, Bacon & Davis, Inc., for West Appa Coal Company's Mine and Reclamation plan for the Rilda Canyon Mine, April 1983, Chapter X.

A raptor survey conducted by Ford, Bacon & Davis, Inc. in 1982 showed that there were no active nests within the lease area.

E. Vegetation

The dominant vegetation communities on north exposures and aspects is the alpine fir-Englemann spruce-ribes type with some aspen trees mixed in. The southern exposures and aspect are mostly covered with big sagebrush-grass types on the gentler lower slopes and mountain brush (Mahogany) types on the rockier, steeper slopes. Bunchgrass types (wildrye-wheatgrasses) dominate the more open windblown ridges and steep upper slopes. The canyon and stream bottoms are dominated by cottonwood trees, willows and several species of undershrubs, grasses and sedges.

There are presently no listed Threatened, Endangered or Sensitive plant species in the lease area.

IV. ENVIRONMENTAL CONSEQUENCES

A. Effects of Implementation

There would be no effects to the environment unless coal is produced from the lease and/or surface disturbing operations are conducted.

If the lease is mined, effects would result from deformation of the overburden and subsidence of the land surface. Additional effects would result from any surface disturbing activities such as coal exploration, construction of surface facilities for mining and the other activity associated with surface operations.

The environmental consequences for both alternatives will be essentially the same but may differ in magnitude. Under the terms and conditions contained in the existing lease (No Action Alternative) the environmental consequences may not be as thoroughly mitigated and potential operators may not receive advance notice of requirements for development of the lease.

If the lease is readjusted, the stipulations contained in Appendix B would be included in the lease and the anticipated effects would be mitigated to the maximum degree practical.

B. Short-Term and Residual Impacts

Surface disturbing operations would result in degradation of surface water quality, removal of vegetation and the associated disturbance to wildlife from human activities and presence.

If the lease is mined, subsidence would occur at the surface. The amount and extent of subsidence would depend on the mining method, configuration of the workings, number of seams mined and the geologic factors which control the strength of the overburden. Stresses and deformations produced in mine workings, other coal seams and the overburden may affect mine safety, extraction efficiency, ground water flow and the surface environment.

Subsidence begins almost immediately upon mining and may continue for many years after the workings are abandoned. The rate, extent and amount of subsidence will vary with the geologic conditions and mining operations.

It is expected that mining and subsidence will have an effect upon the natural ground water flow which may, in turn, result in effects to surface water, soils, vegetation, wildlife habitat and land uses.

C. Short-Term Use Vs. Long-Term Productivity

Construction of facilities and operations would involve long-term uses and disturbance. The duration would be dependent on the life of the mining operation and the additional time required for revegetation of the disturbed areas following reclamation.

Underground mining and subsidence could involve long-term alteration of the ground water flow and associated effects to surface resources.

The long-term productivity could be altered as drainages, soils and vegetation gradually adjust to any modified ground water conditions. The productivity could decrease or increase depending on the amount of available water.

D. Irreversible and Irretrievable Commitments of Resources

The resources that would be consumed in coal extraction would not be retrievable, and not available to be used elsewhere once expended. After the coal is mined, its use by future generations would be irreversibly lost, and the coal left in the ground would not be retrieved.

Subsidence may result in the irreversible commitment of some of the discussed resources.

E. Cumulative Effects

Cumulative effects could include the effects from subsidence, the effects associated with surface disturbing operations such as coal exploration and construction of mining facilities, and the human activity from continued operations.

Disturbance already existing in the lease area include the old Helco Mine facilities and workings the NEWUA water development, grazing and the Rilda Canyon road.

V. PERSONNEL AND PUBLIC INVOLVEMENT

A. I.D. Team Members and Consultants

See Appendix C

B. Public Involvement

See Section I.E.

VI. SELECTED TIERING AND REFERENCE DOCUMENTS

- A. Manti-LaSal National Forest Environmental Impact Statement and Land and Resource Management Plan, 1986.
- B. Manti-LaSal National Forest Environmental Assessment - Proposed Coal Lease Tract, Section 32, T16S, R7E, SLM, Emery County, Utah.
- C. West Appa Coal Co. Mine and Reclamation Plan for the Rilda Canyon Mine, April 1983.

Hydrology - Chapter VII, Hydrology, Prepared for West Appa Coal Co., Price, Utah by Marv Allen, Vaughn Hansen Associates, Inc., Salt Lake City, Utah, April 1983.

Soils - Chapter VIII, Soil Resources, Prepared for West Appa Coal Co., Price, Utah, Prepared by Randolph B. Gainer, Ford, Bacon and Davis, Salt Lake City, Utah, April 1983.

Wildlife - Chapter X, Fish and Wildlife Resources prepared for West Appa Coal Co., Price, Utah, Prepared by Jack A. Elder, Ph.D., Ford, Bacon and Davis, Inc., Salt Lake City, Utah, April 1983.

VII. APPENDICES

- A. BLM letter and copy of lease
- B. Recommended Stipulations
- C. F.S. I.D. Team

APPENDIX A

United States Department of the Interior

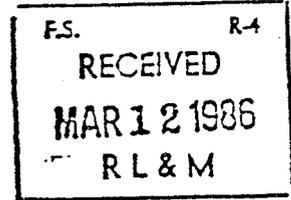
BUREAU OF LAND MANAGEMENT
UTAH STATE OFFICE
324 SOUTH STATE, SUITE 301
SALT LAKE CITY, UTAH 84111-2303

IN REPLY REFER TO

3451
SL-050862
U-24069
U-24070
(U-942)



MAR 10 1986



Mr. Stan Tixier
Regional Forester
Forest Service
324 25th Street
Ogden, Utah 84401

Dear Stan:

The following coal lands under the administration of the Forest Service will be subject to the readjustment of its terms and conditions on August 5, 1987.

Serial Number

Lessee

SL-050862 - U-24069
U-24070

W A Land Company

The regulations in 43 CFR 3451.1(c)(1) and (2), governing coal readjustments, state that:

(1) The authorized officer shall, prior to the expiration of the current or initial 20-year period or any succeeding 10-year period thereafter, notify the lessee of any lease which becomes subject to readjustment after June 1, 1980, whether any readjustment of terms and conditions will be made prior to the expiration of the initial 20-year period or any succeeding 10-year period thereafter..., and

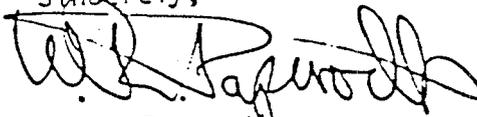
(2) In any notification that a lease will be readjusted under this subsection, the authorized officer shall prescribe when the notice of readjusted lease terms shall be transmitted to the lessee. This time shall be as soon as possible after notice that the lease shall be readjusted, but shall not be longer than 2 years after such notice. Failure to transmit the notice of readjusted lease terms in the specified period, shall constitute a waiver of the right to readjust, unless the delay is caused by events beyond the control of the Department.

We are providing this opportunity for the Forest Service to develop recommendations for stipulations you feel would be appropriate for this readjusted lease. A copy of the current lease form is enclosed to assist in the completion of the environmental assessment.

[Handwritten signature]

Instructions from our Washington Office require that we notify the lessee of the proposed readjustment terms no later than February 5, 1987. Therefore, we are requesting that the E.A. and recommended stipulation be available to this office by that date. If you anticipate any problems please advise.

Sincerely,

A handwritten signature in black ink, appearing to read "W. R. Papworth". The signature is stylized and somewhat cursive, with a large initial "W" and "P".

W. R. Papworth
Deputy State Director,
Operations

Enclosure
Copy of Lease

APPENDIX B

SPECIAL STIPULATIONS

Federal Regulations 43 CFR 3400 pertaining to Coal Management make provisions for the Surface Management Agency, the surface of which is under the jurisdiction of any Federal agency other than the Department of Interior, to consent to leasing and to prescribe conditions to insure the use and protection of the lands. All or part of this lease contain lands the surface of which are managed by the United States Department of Agriculture, Forest Service - Manti-LaSal National Forest.

The following stipulations pertain to the Lessee responsibility for mining operations on the lease area and on adjacent areas as may be specifically designated on National Forest System lands.

Forest Service Stipulation #1.

Before undertaking activities that may disturb the surface of previously undisturbed leased lands, the Lessee may be required to conduct a cultural resource inventory and a paleontological appraisal of the areas to be disturbed. These studies shall be conducted by qualified professional cultural resource specialists or qualified paleontologists, as appropriate, and a report prepared itemizing the findings. A plan will then be submitted making recommendations for the protection of, or measures to be taken to mitigate impacts for identified cultural or paleontological resources.

If cultural resources or paleontological remains (fossils) of significant scientific interest are discovered during operations under this lease, the Lessee prior to disturbance shall immediately bring them to the attention of the appropriate authority. Paleontological remains of significant scientific interest do not include leaves, ferns or dinosaur tracks commonly encountered during underground mining operations.

The cost of conducting the inventory, preparing reports, and carrying out mitigating measures shall be borne by the Lessee.

Forest Service Stipulation #2.

If there is reason to believe that threatened or endangered (T&E) species of plants or animals, or migratory bird species of high Federal interest occur in the area, the Lessee shall be required to conduct an intensive field inventory of the area to be disturbed and/or impacted. The inventory shall be conducted by a qualified specialist and a report of findings will be prepared. A plan will be prepared making recommendations for the protection of these species or action necessary to mitigate the disturbance.

The cost of conducting the inventory, preparing reports and carrying out mitigating measures shall be borne by the Lessee.

Forest Service Stipulation #3.

The Lessee shall be required to perform a study to secure adequate baseline data to quantify the existing surface resources on and adjacent to the lease area. Existing data may be used if such data is adequate for the intended purposes. The study shall be adequate to locate, quantify, and demonstrate the inter-relationship of the geology, topography, surface hydrology, vegetation and wildlife. Baseline data will be established so that future programs of observation can be incorporated at regular intervals for comparison.

Forest Service Stipulation #4.

Powerlines used in conjunction with the mining of coal from this lease shall be constructed so as to provide adequate protection for raptors and other large birds. When feasible, powerlines will be located at least 100 yards from public roads.

Forest Service Stipulation #5.

The limited area available for mine facilities at the coal outcrop, steep topography, adverse winter weather, and physical limitations on the size and design of the access road, are factors which will determine the ultimate size of the surface area utilized for the mine. A site specific environmental analysis will be prepared for each new mine site development and for major improvements to existing developments to examine alternatives and mitigate conflicts.

Forest Service Stipulation #6.

The Lessee shall be required to establish a monitoring system to locate, measure and quantify the progressive and final effects of underground mining activities on the topographic surface, underground and surface hydrology and vegetation. The monitoring system shall utilize techniques which will provide a continuing record of change over time and an analytical method for location and measurement of a number of points over the lease area. The monitoring shall incorporate and be an extension of the baseline data.

Forest Service Stipulation #7.

The Lessee shall provide for the suppression and control of fugitive dust on haul roads and at coal handling and storage facilities. On Forest Development Roads (FDR), Lessees may perform their share of road maintenance by a commensurate share agreement if a significant degree of traffic is generated that is not related to their activities.

Forest Service Stipulation #8.

Except at specifically approved locations, underground mining operations shall be conducted in such a manner so as to prevent surface subsidence that would: (1) cause the creation of hazardous conditions such as potential escarpment failure and landslides, (2) cause damage to existing surface structures, and (3) damage or alter the flow of perennial streams. The Lessee shall provide specific measures for the protection of escarpments, and determine corrective measures to assure that hazardous conditions are not created.

Forest Service Stipulation #9.

In order to avoid surface disturbance on steep canyon slopes and to preclude the need for surface access, all surface breakouts for ventilation tunnels shall be constructed from inside the mine, except at specific approved locations.

Forest Service Stipulation #10.

The coal contained within, and authorized for mining under this lease shall be extracted only by underground mining methods.

Forest Service Stipulation #11.

In order to protect big game wintering areas, elk calving and deer fawning areas, sagegrouse strutting areas, and other critical wildlife habitat and/or activities, specific surface uses outside the mine development area may be curtailed during specified periods of the year.

Forest Service Stipulation #12.

Support facilities, structures, equipment, and similar developments will be removed from the lease area within two years after the final termination of use of such facilities. Disturbed areas and those areas previously occupied by such facilities will be stabilized and rehabilitated, drainages re-established, and the areas returned to a premining land use.

Forest Service Stipulation #13.

The Lessee, at the conclusion of the mining operation, or at other times as surface disturbance related to mining may occur, will replace all damaged, disturbed or displaced corner monuments (section corners, 1/4 corners, etc.) their accessories and appendages (witness trees, bearing trees, etc.) or restore them to their original condition and location, or at other locations that meet the requirements of the rectangular surveying system. This work shall be conducted at the expense of the Lessee, by a professional land surveyor registered in the State of Utah, and to the standards and guidelines found in the Manual of Surveying Instructions, United States Department of the Interior.

Forest Service Stipulation #14.

The Lessees, at their expense, will be responsible to replace any surface water identified for protection, that may be lost or adversely affected by mining operations, with water from an alternate source in sufficient quantity and quality to maintain existing riparian habitat, fishery habitat, livestock and wildlife use, or other land uses.

STIPULATION FOR LANDS OF THE NATIONAL FOREST SYSTEM
UNDER JURISDICTION OF
DEPARTMENT OF AGRICULTURE

The licensee/permittee/lessee must comply with all the rules and regulations of the Secretary of Agriculture set forth at Title 36, Chapter II, of the Code of Federal Regulations governing the use and management of the National Forest System (NFS) when not inconsistent with the rights granted by the Secretary of the Interior in the license/prospecting permit/lease. The Secretary of Agriculture's rules and regulations must be complied with for (1) all use and occupancy of the NFS prior to approval of a permit/operation plan by the Secretary of the Interior, (2) uses of all existing improvements, such as Forest development roads, within and outside the area licensed, permitted or leased by the Secretary of the Interior, and (3) use and occupancy of the NFS not authorized by a permit/operating plan approved by the Secretary of the Interior.

All matters related to this stipulation are to be addressed

to Forest Supervisor
Manti-LaSal National Forest
at 599 West Price River Drive
Price, Utah 59801

Telephone No.: (801) 637-2817

who is the authorized representative of the Secretary of Agriculture.

Signature of Licensee/Permittee/Lessee

APPENDIX C

United States
Department of
Agriculture

Forest
Service

Price Ranger District
Manti-LaSal N.F.

ply to: 2820 Leases and Permits

Date: August 20, 1986

Subject: Request for Preliminary I.D. Team Meeting,
Eight Proposed Coal Lease Readjustments, Price District

To: Forest Supervisor

The Price District has initiated the process to environmentally assess eight Federal coal leases that will soon be due for readjustment of terms (see attached list). The Forest's E.A. with stipulations are due in the R.O. during the next twelve months.

I am proposing a single preliminary I.D. Team meeting to identify the need, if appropriate, for a field review and/or additional meetings and, any new major issues and concerns. The following S.O. personnel are requested to attend the proposed meeting to be held on 9/3/86 at 0800 in the Conference Room:

Jim Jensen
Dennis Kelly
Brent Barney
Dan Larsen
Bob Thompson
Lee Foster
Carter Reed

Visual Resources
Hydrology
Engineering
Soils
T. & E.
Environmental Coordinator
S.O. Coordinator

The following D-3 personnel will also be in attendance:

Ira Hatch
Leland Matheson
Gary Say
Jo Ellis
Walt Nowak

District Ranger
Range/Wildlife
Timber/Recreation
Co-team Leaders

Arrangements will be made to meet with any individuals that cannot attend the meeting as scheduled.

/s/ Ira W. Hatch

IRA W. HATCH
District Ranger

cc: I. D. Team Members

Nowak:kh

Serial No.	Lessee	Lease Readjustment Due Date	Forest Notified By RO	EA & Stips Due in RO
U-46484	Northwest Carbon	05/01/88	5/16/86	08/01/87
U-024316	C.O.P. Coal	05/01/88	5/16/86	08/01/87
U-020668	Nevada Electric	05/01/88	5/16/86	08/01/87
U-024317	Utah Power & Light	05/01/88	5/16/86	08/01/87
U-38727	Nevada Electric	05/01/88	6/16/86	08/01/87
SL-050862	W.A. Land Co	08/05/87	04/07/86	01/05/87
U-2810	Smith-Holladay	10/01/87	10/17/85	02/01/87
U-022918	C.W. & J.O. Kingston	04/01/88	03/24/86	07/01/87

Home file -
SL-070645 with
misc corresp.

3482
SL-070645
U-02292
(U-065)

Moab District
P.O. Box 970
Moab, Utah 84532

File

FEB 25 1991

Pamela Grubaugh-Littig, Permit Supervisor
State of Utah
Division of Oil, Gas and Mining
355 West North Temple Street
3 Triad Center, Suite 350
Salt Lake City, Utah 84180-1203

Dear Ms. Grubaugh-Littig:

On February 21, 1990, the Bureau of Land Management (BLM) received PacifiCorp's proposed Rilda Canyon Lease Tract addition for the Deer Creek Mine Permit Application Package (PAP). The BLM was asked to review the resource recovery and protection plan (R2P2) and submit our findings which are discussed below.

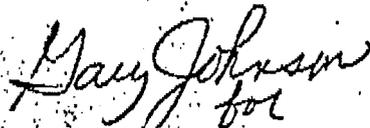
PacifiCorp plans to enlarge the Deer Creek Mine Permit Area (Act/015/018) by adding an adjacent tract to the north. The tract includes one State of Utah coal lease (ML-22509), three Federal coal leases (U-7653, U-47977, and SL-050862) and the southern portion of Federal coal lease U-06039.

The R2P2 calls for the development of main entries in a north-northwest direction beyond the Roan's Canyon Fault. Longwall panels are projected on both sides of these main entries. A number of longwall panels located along the south side of Rilda Canyon will undermine portions of the canyon escarpments (see enclosed highlighted map). This has prompted an in-depth review of potential escarpment failure.

The Manti-LaSal National Forest (FS) has asked BLM to evaluate the R2P2 and determine if the mining plan provides adequate protection of surface resources in accordance with the Federal lease terms and conditions. The BLM is currently working on a response to the FS regarding our analysis of the escarpment issue. Final approval of mining zones that may affect sensitive escarpment areas is contingent on the completion of the technical studies currently underway. Because the mine plan provides adequate flexibility for any necessary future adjustments in these areas, development as proposed for the remainder of the R2P2 is recommended for approval.

We have determined that the R2P2 as submitted is complete and technically adequate. The R2P2 is also in compliance with the Mineral Leasing Act, as amended, the regulatory provisions of 43 CFR 3480, Federal lease terms and conditions, and will achieve maximum economic recovery (MER) of the Federal coal. Therefore, we recommend partial approval of the R2P2 for this permit action.

Sincerely yours,



Assistant District Manager
Mineral Resources

Enclosure:
Mine Projection Map

cc: SD, Utah (U-921), w/enclosure
DM, Moab (U-065), w/enclosure
Office of Surface Mining, Denver, w/enclosure
PacifiCorp, SLC, Utah, w/enclosure
Manti-LaSal NF, Price, Utah, w/enclosure

SFalk:ks:2/15/91
Wang 2015D



State of Utah
DEPARTMENT OF NATURAL RESOURCES
DIVISION OF OIL, GAS AND MINING

Michael O. Leavitt
Governor
Ted Stewart
Executive Director
James W. Carter
Division Director

355 West North Temple
3 Triad Center, Suite 350
Salt Lake City, Utah 84180-1203
801-538-5340
801-359-3940 (Fax)
801-538-5319 (TDD)

May 28, 1993

TO: File

FROM: Pamela Grubaugh-Littig, Permit Supervisor 

RE: R2P2, Incidental Boundary Change, Rilda Canyon, Deer Creek Mine, PacifiCorp, ACT/015/018-93E, Folder #2, Emery County, Utah

Mr. Barry Grosely, BLM, Price, notified me by telephone today, that the R2P2 approved on February 28, 1991 is adequate for the incidental boundary change (ACT/015/018-93E) for Leases U-47977 and SL-050862.



ACT/015/018 #2



United States Department of the Interior
FISH AND WILDLIFE SERVICE

UTAH STATE OFFICE
2060 ADMINISTRATION BUILDING
1745 WEST 1700 SOUTH
SALT LAKE CITY, UTAH 84104-5110



Copy PAM
FAX to VAL
RECEIVED

In Reply Refer To

May 20, 1993

MAY 21 1993

DIVISION OF
OIL, GAS & MINING

Pamela Grubaugh-Littig, Permit Supervisor
Utah Division of Oil, Gas & Mining
355 West North Temple
3 Triad Center, Suite 350
Salt Lake City, UT 84180-1203

Dear Ms. Grubaugh-Littig:

We have reviewed your letter of April 14, 1992 concerning the proposed Incidental Boundary Change to extend underground mining at PacifiCorp's Deer Creek Mine.

The U.S. Fish and Wildlife Service (Service) advises that no listed or proposed threatened or endangered species are known to occur in the area of this project. Since this proposal is for underground entry development only, there should be no surface impacts. If PacifiCorp decides at a later date to proceed with full extraction mining, then a raptor survey of the surface should be performed to determine if there are nests which could be impacted.

If you have any questions please contact Susan Linner, Fish and Wildlife Biologist, at (801) 975-3630.

Sincerely,

for Robert D. Williams
State Supervisor

Post-It™ brand fax transmittal memo 7671 # of pages ▶ 1

To Val Payne	From Pam
Co. PacifiCorp	Co. DOG M
Dept.	Phone # 538-9340
Fax # 653-2479	Fax # 359-3940



State of Utah

Department of Community & Economic Development
Division of State History
Utah State Historical Society

Michael O. Leavitt
Governor
Max J. Evans
Director

300 Rio Grande
Salt Lake City, Utah 84101-1182
(801) 533-3500
FAX: (801) 533-3503

April 26, 1993

#2
Copy ASM
RECEIVED

APR 26 1993

DIVISION OF
OIL, GAS & MINING

Pamela Grubaugh-Littig
Permit Supervisor
Division of Oil, Gas and Mining
355 West North Temple
3 Triad Center, Suite 350
Salt Lake City, UT 84180-1203

RE: Incidental Boundary Change, Federal Leases U-47977 and SL-050862,
PacifiCorp, Deer Creek Mine, ACT/015/018-98E, Folder #2, Emery County,
Utah

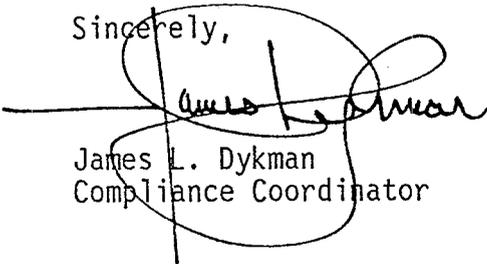
In Reply Please Refer to Case No. 90-1579

Dear Ms. Grubaugh-Littig:

The Utah State Historic Preservation Office has received further information on the above referenced project. After review of the material provided, it appears that the boundary change does not effect our determinations concerning cultural resources.

The above is provided on request as outlined by 36CFR800. If you have questions, please contact me at (801) 533-3555.

Sincerely,


James L. Dykman
Compliance Coordinator

JLD:90-1579 OSM



State of Utah
DEPARTMENT OF NATURAL RESOURCES
DIVISION OF OIL, GAS AND MINING

Michael O. Leavitt
Governor
Ted Stewart
Executive Director
James W. Carter
Division Director

355 West North Temple
3 Triad Center, Suite 350
Salt Lake City, Utah 84180-1203
801-538-5340
801-359-3940 (Fax)
801-538-5319 (TDD)

June 3, 1993

TO: Pamela Grubaugh-Littig, Permit Supervisor

FROM: Joseph C. Helfrich, Regulatory Program Coordinator 

RE: Compliance Review for Section 510(c) Findings, PacifiCorp, Deer Creek Mine, ACT/015/018, Folder #5, Carbon County, Utah

As of the writing of this letter, there are no NOV's or CO's which are not corrected or in the process of being corrected. Any NOV's or CO's that are outstanding are in the process of administrative or judicial review. There are no finalized Civil Penalties which are outstanding and overdue in the name of PacifiCorp.

Finally, they do not have a demonstrated pattern of willful violations, nor have they been subject to any bond forfeitures for any operation in the state of Utah.

jbe
A:\510(C)



DATE: 02 JUN 93

APPLICANT VIOLATOR SYSTEM
APPLICATION EVALUATION REPORT

TIME: 15:31:51

S E: UT

APPNO:

SEQNO:

PAGE: 1

APPLICANT'S ENTITY ID: 118429

APPLICANT'S NAME : PACIFICORP ELECTRIC OPERATIONS

SYSTEM RECOMMENDATION IS BASED ON ENTITY OFT

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* SYSTEM RECOMMENDATION      :      ISSUE      *
* PREVIOUS SYSTEM RECOMMENDATION:      ISSUE(920930) *
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F2/PROCEED F3/QUIT F4/MAIN F6/REPORT F9/V.VIOL F10/V.OFT

United States

Department of
Agriculture

Forest
Service

Manti-La Sal
National Forest

599 West Price River Dr.
Price, Utah 84501

Reply to: 2820

Date: June 3, 1993

Lowell Braxton
State of Utah Department of Natural Resources
Division of Oil, Gas and Mining
355 West North Temple
3 Triad Center, Suite 350
Salt Lake City, Utah 84180-1203

RE: Supplemental Information, Incidental Boundary Change, Federal Coal Leases
U-47977 and SL-050862, PacifiCorp, Deer Creek Mine, ACT/015/018-93E, Folder
#2, Emery County, Utah

Dear Mr. Braxton:

We have reviewed the supplemental information submitted by PacifiCorp for their proposed second incidental boundary change on Federal Coal Leases U-47977 and SL-050862. We hereby consent to the proposed incidental boundary change subject to the changes made in the supplemental submittal as follows:

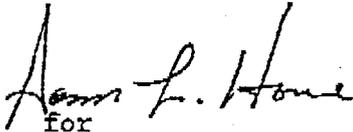
Only development mining will occur in the proposed incidental boundary change area. The applicant has committed to resolving the escarpment concern before longwall extraction will begin to the east of the development workings.

The applicant has demonstrated that the longwall panels shown to the east of the development workings will be situated to prevent subsidence of the Castlegate Sandstone outcrop in the North Fork of Meetinghouse Canyon.

We are still concerned that the life-of-mine maps (Maps 3-6 and 3-7) show panels that are located beneath the escarpment in Rilda Canyon and Meetinghouse Canyon (shown on the maps as the South Fork of Meetinghouse Canyon). Lease stipulations require that mining be conducted in such a manner as to prevent subsidence that could cause escarpment failures, unless specifically approved. Because of the potential for subsidence of the escarpment to cause failures, surface disturbance, and associated impacts to surface resources, an environmental analysis would be required to disclose potential impacts and serve as the basis for a decision by the Forest Supervisor. As a separate but related matter, we feel that the maps need to be revised to remove the panels and workings beneath the escarpments or to identify them as workings that have not been approved under the current permit.

If you have any questions contact Carter Reed or Walt Nowak at the Forest Supervisor's Office in Price, Utah.

Sincerely,



for
GEORGE A. MORRIS
Forest Supervisor

cc:
D-3
C.Reed
Val Payne, PacifiCorp Power Supply



United States Department of the Interior

IN REPLY REFER TO

BUREAU OF LAND MANAGEMENT
UTAH STATE OFFICE
324 SOUTH STATE, SUITE 301
SALT LAKE CITY, UTAH 84111-2303

3453
SL-050862
U-7653
(U-942)

CERTIFIED MAIL
RETURN RECEIPT REQUEST

JUN 20 1986

DECISION

Utah Power and Light Company	:	Coal
P.O. Box 899	:	SL-050862- U-24069- U-24070 and
Salt Lake City, UT 84110	:	U-7653

Assignment Approved
Assignment of Sublease Approved
Bonds Accepted

On September 3, 1985, an assignment of coal lease SL-050862-U-24069-U-024070 and an assignment of a sublease of U-7653, dated August 27, 1985, between Utah Power and Light Company, as assignee, and WA Land Company, as assignor, were filed in this office.

Satisfactory evidence of the qualifications and holdings of Utah Power and Light Company has been filed, and the lease accounts are in good standing. The assignments appear to meet the requirements of the regulations and are hereby approved effective July 1, 1986. Approval of these assignments does not constitute approval of any of the terms therein which may be in violation of the lease terms.

On June 13, 1986 two lease bonds were filed (Nos. 9291562 and 9291563) in the amounts of \$10,000 and \$5,000 covering coal leases U-7653 and SL-050862, respectively, with Utah Power and Light Company, as principal and American Casualty Company, as surety. These bonds have been examined, found to be satisfactory, and are accepted effective the date of filing.

ACTING *William D. Buzg*
Chief, Minerals
Adjudication Section



United States Department of the Interior

BUREAU OF LAND MANAGEMENT
UTAH STATE OFFICE
324 SOUTH STATE, SUITE 301
SALT LAKE CITY, UTAH 84111-2303

3453
U-47977
(U-942)

DWT

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

JUN 17 1986
RECEIVED
JUN 18 1986
SYS. & RES. PLANNING

DECISION

Utah Power and Light Company : Coal Lease
P.O. Box 899 : U-47977
Salt Lake City, UT 84110 :

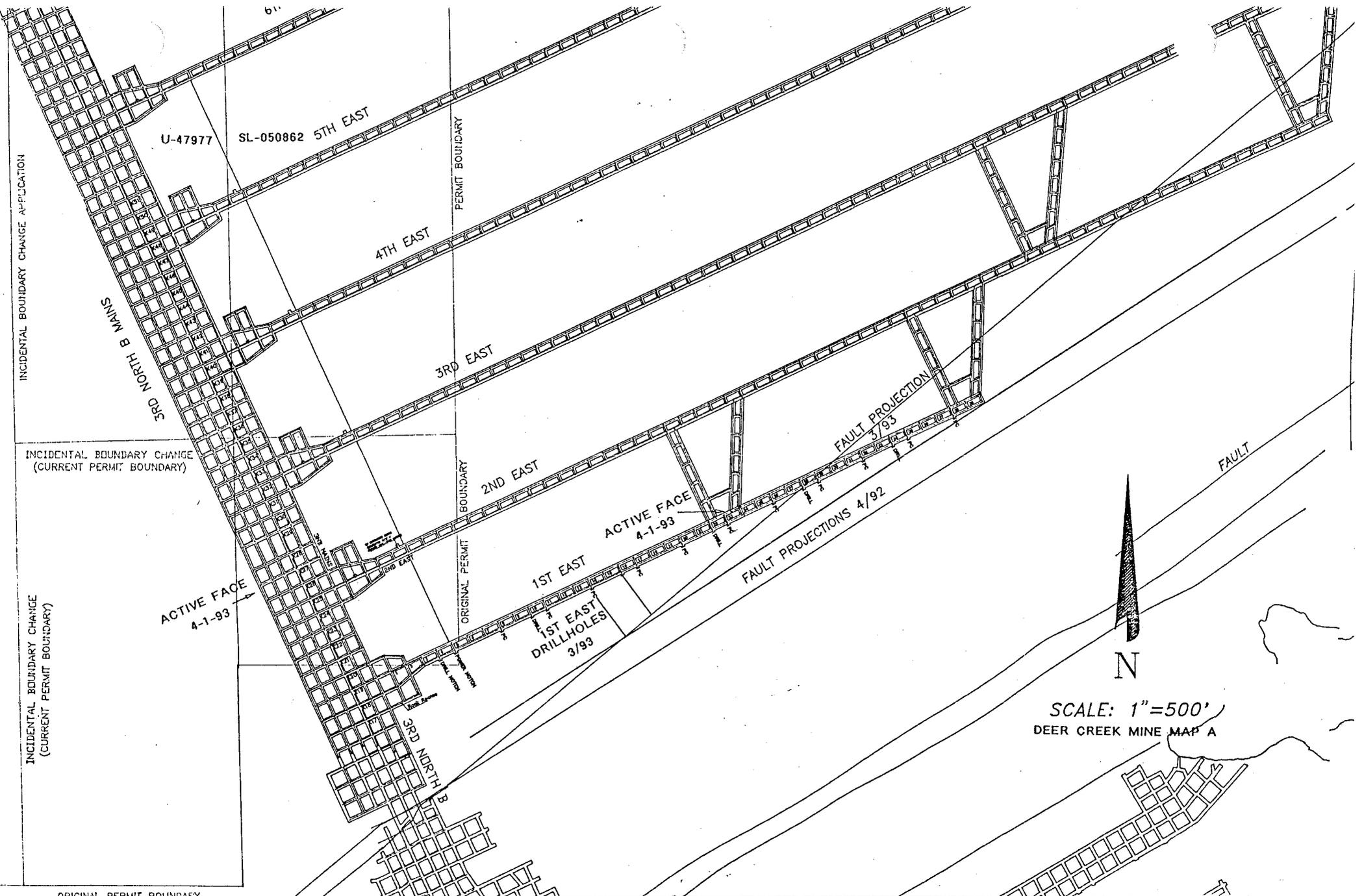
Assignment Approved
Bond Accepted

On September 3, 1985, an assignment of coal lease U-47977 dated August 17, 1985, between Utah Power and Light Company, as assignee, and W.A. Land Company, as assignor, was filed in this office.

Satisfactory evidence of the qualifications and holdings of Utah Power and Light Company has been filed, and the lease account is in good standing. The assignment appears to meet the requirements of the regulations and is hereby approved effective July 1, 1986. Approval of the assignment does not constitute approval of any of the terms therein which may be in violation of the lease terms.

As required by the regulations in 43 CFR 3472.2(a), a lease bond (No. 928 47 99) in the amount of \$1,048,200 covering coal lease U-47977, with Utah Power and Light Company, as principal, and American Casualty Company, as surety was filed in this office on June 10, 1986. The bond has been examined, found to be satisfactory and is accepted effective as of the date of filing.

[Signature]
Chief, Minerals
Adjudication Section



Deer Creek - Tripartite A B C D E F G H I J K L M N O P Q R S T U V W X Y Z

Bond No. 9272158
Permit Number: ACT/015/018
Deer Creek Mine

EXHIBIT "B"

SURETY BOND (FEDERAL COAL)

THIS SURETY BOND entered into and by and between the undersigned PERMITTEE, and SURETY company, hereby jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns unto the State of Utah, Division of Oil, Gas and Mining (DIVISION), and the U.S. Department of Interior, Office of Surface Mining Reclamation and Enforcement (OSM) in the penal sum of \$2,000,000.00 \$ Two Million and No/100 Dollars----- for the timely performance of reclamation responsibilities of the permit area described in Exhibit "A" of this Reclamation Agreement.

This SURETY BOND will remain in effect until all of the PERMITTEE's reclamation obligation have been met and released by the DIVISION and is conditioned upon faithful performance of all of the requirements of the Act, the applicable rules and regulations, SMCRA, the approved permit and the DIVISION.

The SURETY will not cancel this bond at any time for any reason, including non-payment of premium or bankruptcy of the 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 and OSM may sustain as a result of the PERMITTEE's failure to comply with the condition(s) of the reclamation obligation.

The SURETY will give prompt notice to the PERMITTEE and to the DIVISION and OSM of any notice or action involving insolvency or bankruptcy of the SURETY, or alleging any violations of regulatory requirements which could result in suspension or revocation of the SURETY's license in this state. In the event the Cooperative Agreement between the DIVISION and OSM is terminated, then the portion of the bond covering the Federal Lands will be payable only to the United States, Department of Interior, Office of Surface Mining.

Terms for release or adjustment of this BOND are as written and agreed to by the DIVISION and the PERMITTEE in the RECLAMATION AGREEMENT incorporated by reference herein, to which this SURETY AGREEMENT has been attached as Exhibit "B". The obligee, in accepting this bond, acknowledges that this bond replaces and supercedes all previous bonds and riders issued under this number, and that this

IN WITNESS WHEREOF, the PERMITTEE has hereunto set its signature and seal
this 11th day of September, 1992.

PacifiCorp

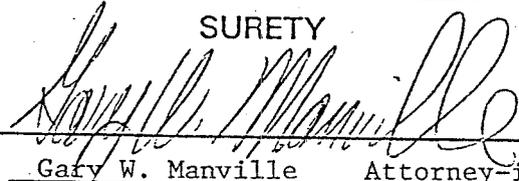
Corporate Seal

PERMITTEE

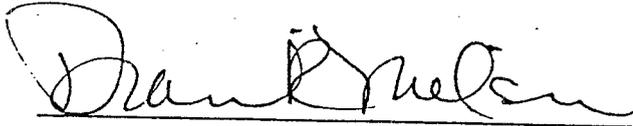
By: J. Brett Harvey
Title: Vice President

IN WITNESS WHEREOF, the SURETY has hereto set its signature and seal
this 11th day of September, 1992.

American Casualty Company

SURETY

By: Gary W. Manville
Title: Gary W. Manville Attorney-in-Fact

ACCEPTED BY THE STATE OF UTAH
this 11th day of September, 1992.

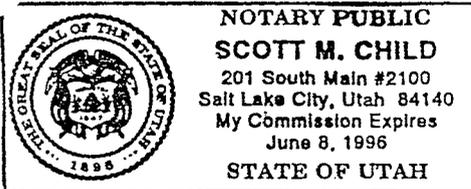

Dianne Nielson, Director
Division of Oil, Gas and Mining

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 this Agreement. If the PERMITTEE is a corporation, the Agreement shall be executed by its duly authorized officer.

ACKNOWLEDGEMENT OF CORPORATION - PERMITTEE

On this 11 day of September, 1992, before me, a Notary Public in and for the County of Salt Lake, in the state of Utah, appeared J. Brett Harvey to me personally known who, being by me duly sworn, did say that he/she is Vice President of PacifiCorp, the corporation (PERMITTEE) named in and which executed the within instrument, and that the seal affixed to said instrument is the corporation seal of said corporation, and that said instrument was signed, sealed and delivered in behalf of said corporation by authority of its Board of Directors, and he/she as such officer, acknowledged said instrument to be the free act and deed of said corporation for the uses and purposes of said instrument as therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the day, month, and year aforesaid.



[Signature]
Notary Public in and for said
County and State

My Commission Expires:

6-8-96

AFFIDAVIT OF QUALIFICATION
FOR SURETY COMPANIES

STATE OF UTAH }
COUNTY OF SALT LAKE } SS

..... Gary W. Manville BEING FIRST DULY SWORN, ON OATH DE-
POSES AND SAYS THAT HE IS THE ATTORNEY-IN-FACT OF SAID COMPANY,
(OFFICER OR AGENT)
AND THAT HE IS DULY AUTHORIZED TO EXECUTE AND DELIVER THE
FOREGOING OBLIGATIONS: THAT SAID COMPANY IS AUTHORIZED TO EXE-
CUTE THE SAME AND HAS COMPLIED IN ALL RESPECTS WITH THE LAWS OF
UTAH IN REFERENCE TO BECOMING SOLE SURETY UPON BONDS, UNDER-
TAKINGS AND OBLIGATIONS.

SUBSCRIBED AND SWORN TO BE-
FORE ME, THIS 11th DAY OF
September, A.D., 1992

Sharron Rushton
.....
(SIGNATURE OF NOTARY PUBLIC)

(SEAL) Sharron Rushton
MY COMMISSION EXPIRES:

July 1, 1995

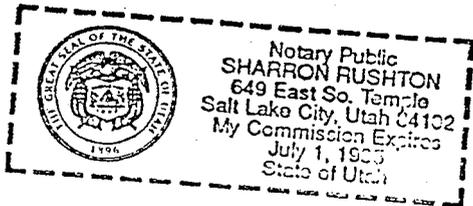
649 East South Temple
Salt Lake City, Utah 84102

Gary W. Manville
.....
(SIGNATURE OF OFFICER OR AGENT)

649 East South Temple
Salt Lake City, Utah 84102
.....
(RESIDENCE)

(SURETY SEAL)

(THIS FORM REQUIRED TO BE FILLED
OUT BY SECTION 31-24-3, UCA 1953)





For All the Commitments You Make' Offices/Chicago, Illinois

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men by these Presents, That AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA, a corporation duly organized and existing under the laws of the Commonwealth of Pennsylvania, and having its principal office in the City of Chicago, and State of Illinois, does hereby make, constitute and appoint Edward B. Moreton, Edward F. Folland, L. Kent Bills, Jean M. Lambourne, Gary W. Manville, Joyce R. Hartley, William R. Moreton, Individually of Salt Lake City, Utah its true and lawful Attorney-in-Fact with full power and authority hereby conferred to sign, seal and execute in its behalf bonds, undertakings and other obligatory instruments of similar nature - In Unlimited Amounts -

and to bind AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA and all the acts of said Attorney, pursuant to the authority hereby given are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company:

Article VI - Execution of Obligations and Appointment of Attorney-in-Fact

Section 2. Appointment of Attorney-in-fact. The President or Vice President may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Company in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority, shall have full power to bind the Company by their signature and execution of any such instruments and to attach the seal of the Company thereto. The President or any Vice President or the Board of Directors may at any time revoke all power and authority previously given to any attorney-in-fact."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 11th day of November, 1966:

"Resolved, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted pursuant to Section 2 of Article VI of the By-Laws, and the signature of the Secretary or an Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power, and any power or certificate bearing such facsimile signatures and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

In Witness Whereof, AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed this 2nd day of March, 1989.

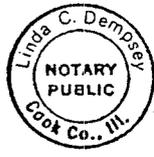
State of Illinois) County of Cook (ss



AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA

J. E. Purtell Vice President.

On this 2nd day of March, 1989, before me personally came J. E. Purtell, to me known, who, being by me duly sworn, did depose and say: that he resides in the Village of Glenview, State of Illinois; that he is a Vice-President of AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA, the corporation described in the 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 pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.



Linda C. Dempsey Notary Public.

CERTIFICATE My Commission Expires November 12, 1990

I, Robert E. Ayo, Assistant Secretary of AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA, do certify that the Power of Attorney herein above set forth is still in force, and further certify that Section 2 of Article VI of the By-Laws of the Company and the Resolution of the Board of Directors, set forth in said Power of Attorney are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said Company this 11th day of September, 1992.



Robert E. Ayo Assistant Secretary.

Original *ACT/015/018*
Form B (Additional Insured)

Copy *ACT/015/018 #4*

Certificate Number: 27804

ASSOCIATED ELECTRIC & GAS INSURANCE SERVICES LIMITED
Hamilton, Bermuda

CERTIFICATE OF INSURANCE

~~(Excess Liability)~~
~~Excess~~
Primary

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") or modifies 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: 920 S.W. 6th, Portland, OR 97204

POLICY NUMBER: XO296A1A93 POLICY PERIOD: From: 2-24-93 To: 2-24-94

RETROACTIVE DATE: December 24, 1986

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

LIMIT OF LIABILITY: \$35,000,000 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:

Deercreek ACT/015/018

and (ii) with respect to the following operations:

Damage to explosions 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: 2-24-93

ISSUED TO: The State of Utah, Dept. of Natural Resources
Division of Oil and Gas ("Certificate Holder")

ADDRESS: 356 West North Temple
Salt Lake City, UT 84180-1203

AEGIS INSURANCE SERVICES, INC.

BY: *Sandra J. [Signature]*
At Jersey City, New Jersey

ORIGINAL

August 1988

CERTIFICATE OF LIABILITY INSURANCE

Issued to:
State of Utah
Department of Natural Resources
Division of Oil, Gas and Mining
--ooOOoo--

THIS IS TO CERTIFY THAT:

Associated Electric & Gas Insurance Services Limited
(Name of Insurance Company)

ARGUS Insurance Building, 12 Wesley St. P. O. Box BM 1064, Hamilton, Bermuda
(Home Office Address of Insurance Company)

HAS ISSUED TO:

PacifiCorp (Successor in interest to Utah Power & Light)
(Name of Permit Applicant)

DEERCREEK
(Mine Name)

ACT/015/018
(Permit Number)

CERTIFICATE OF INSURANCE:

XO296A1A93
(Policy Number)

2-24-93/2-24-94
(Effective Date)

UNDER THE FOLLOWING TERMS AND CONDITIONS:

Per UMC/SMC Part 800.60 Terms and Conditions for Liability Insurance:

- A. The Division Shall require the applicant to submit as part of its permit application a certificate issued by an insurance company authorized to do business in the State of Utah certifying that the applicant has a public liability insurance policy in force for the surface coal mining and reclamation operations for which the permit is sought. Such policy shall provide for personal injury and property damage protection in an amount adequate to compensate any persons injury or property damage as a result of the surface coal mining and reclamation operations, including the use of explosives and who are entitled to compensation under the applicable provisions of state law. minimum insurance coverage for bodily injury and property damage shall be \$300,000 for each occurrence and \$500,000 aggregate.

August 1988
CERTIFICATE OF LIABILITY INSURANCE

The undersigned affirms that the above information is true and complete to the best of his or 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.)

Sandra A. Johnson Sandra A. Johnson
Assistant Vice President
(Date, Signature and Title of Authorized Agent of Insurance Company)

Signed and sworn before me by Sandra A. Johnson A.V.P.
this 23rd day of February, 1993

Lois Anne Salley
(Signature)

LOIS ANNE SALLEY
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires March 10, 1994
(Date)

My commission Expires: