

0013

Vernal J. Mortensen
Vice President
Utah Operations

RECEIVED

CC: Ron Daniels
Barbara Roberts
file

APR 12 1984

DIVISION OF OIL
GAS & MINING

Subsidiary of
The Coastal
Corporation



**Coastal States
Energy Company**

411 West 7200 South
Midvale, Utah 84047
(801) 566-7111

March 12, 1984

Dr. Dianne Nielson
Director
Division of Oil, Gas & Mining
4241 State Office Building
Salt Lake City, Utah 84114

Dear Dr. Nielson:

In compliance with the public roads criteria for coal haulage and access roads (revised) approved by Board of Oil, Gas & Mining, I am attaching herewith documentation verifying Coastal States position that the access road to the SUFCo minesite meets the public road standard.

Prior to 1977 the access road to the SUFCo minesite was a gravel Forest Service road and was extensively used by the public for access to the National Forest. In a memorandum of understanding dated April 29, 1977, between Fishlake National Forest, U.S. Forest Service and the Sevier County of Utah, the forest road was reclassified as a Minor Collector road and was included in the Sevier County Collector Road System as county road #4008. This reclassification allowed the 1977 Legislature to pass a bill providing \$1,200,000 from prepaid taxes, under the provision of the Resource Development Act.

On June 23, 1977, Coastal States Energy entered into an agreement with Sevier County to upgrade the collector road per Utah Department of Transportation direct supervision and specifications. This agreement allowed for Coastal States Energy to prepay \$1,200,000 in taxes for the initial construction and recoup these moneys by exemption from sales and use taxes until the \$1,200,000 is reached. This agreement also states that the Sevier County will expend toward maintenance of the collector road those revenues which the county receives under the state law by virtue of the roads inclusion in the county road system. Thus, the initial upgrade costs were paid for with public funds as well as state revenues for maintenance.

Dr. Dianne Nielson
March 12, 1984
Page Two

The collector road provides year round access to the users of the National Forest such as livestock permittees, timber management, recreational sub-division owners, recreationists who hunt, fish, snowmobile, sightsee, gather firewood, as well as the public that purchases coal F.O.B. the minesite.

The collector road upgrade does end at the SUFCo's permit area but the Forest Service/BLM Public Road continues eastward to connect with Utah State Highway 10, approximately 5 miles south of Emery, Utah.

Attached are several documents that support our position that the access road to the SUFCo minesite cannot be considered a haul road, and does meet the criteria the Division is using to define a public road.

Contents of Documentation supporting SUFCo access as a public road:

1. Forest Service letter stating understanding of public use - dated November 28, 1983.
2. Forest Service memorandum of understanding - dated April 29, 1977.
3. Sevier County letter stating understanding of public use - dated November 15, 1983.
4. Agreement between Sevier County and Coastal States Energy - dated June 23, 1977.
5. Copies of invoices from U.D.O.T. to Sevier County for maintenance work from 1978 through 1983.
6. Copy of invoice SUFCo submitted to Sevier County to repair mud slide - dated September 9, 1983.
7. Series of photographic plates, 1 through 28 documenting public use of the SUFCo mine access road on a year round basis.

It is our position that the SUFCo minesite access road clearly meets the criteria established by the Board of Oil, Gas & Mining as a public road. The attached documents illustrate beyond all doubt that the road is classified by Sevier County and other public bodies as a public use road, and also meets the following criteria:

Dr. Dianne Nielson
March 12, 1984
Page Three

1. The road is constructed to UDOT and county standards.
2. It has been and is funded with public funds.
3. The road has substantial public use.
4. It provides access to many public use sites such as private homes, fishing, hunting, mining, timber harvesting, snow-mobiling, and other recreational pursuits.
5. Coastal States Energy Company nor Southern Utah Fuel Company has authority to deny public use of the road at any time.

Your prompt attention to and approval of the SUFCo minesite road as a designated public access road is appreciated.

Sincerely yours,


Vernal Q. Mortensen
Vice President
Utah Operations

VJM:k1

Enclosures

RECEIVED

APR 12 1984

DIVISION OF OIL
GAS & MINING

Forest Service
Documents



United States
Department of
Agriculture

Forest
Service

Richfield Ranger District
115 East 900 North
Richfield, Utah 84701

Reply to: 2820

Date: November 28, 1983

Ken Payne
Vice President
SUFCo
P.O. Box P
Salina, Utah 84654

Dear Ken,

Enclosed is the memorandum of understanding between the Forest Service and Sevier County, which makes the road from Exit 72 on Interstate 70 to the Convulsion mine a public road.

In our opinion there is no way this road can be considered an exclusive coal haul road and fall under OSM regulations.

The road is used by several kinds of users of the National Forest such as livestock permittees, recreationists who hunt, fish, sight see, and haul firewood. Since the road right-of-way is only 66 feet wide that doesn't leave much room for sediment ponds.

The Forest Service is not ready to grant additional right-of-way. If you need additional information please let us know.

Sincerely,

Darrel Hintze
for CHARLES R. ALLRED
District Ranger



FISHLAKE N.F. COPY

46010

MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING entered into this 29 day of April, 1977, by and between the UNITED STATES OF AMERICA, acting by and through the FOREST SUPERVISOR, FISHLAKE NATIONAL FOREST, U.S. FOREST SERVICE. The SEVIER COUNTY, of UTAH, acting by and through its COMMISSION. (16 USC 535 and 23 USC 205)

WITNESSETH:

WHEREAS, Sevier County has expressed a willingness to maintain and improve a road provided that the road can be placed on the Utah "B" System and County Collector Road System and the County funds thus being augmented, and

WHEREAS, the State regulations require that the County must have jurisdiction and that the roads be public roads in order to qualify for assistance under the "B" System, and

WHEREAS, the subject road is functionally classified as a Minor Collector and qualifies for inclusion in the County Collector Road System, and

WHEREAS, the 1977 Legislature passed a bill providing \$1,200,000.00 from prepaid taxes, under the provisions of the Resource Development Act for the improvement of this energy haul road, and

WHEREAS, the proposed roadway for inclusion involves approximately 4.0 + - miles of roadway on private land and 6.0 + - miles on public land with a minimum of 66 foot right-of-way in the Fishlake National Forest as related on the attached map, and

WHEREAS, additional maintenance and improvement of the road will be of great assistance to the Sevier County residents and the State of Utah.

NOW, THEREFORE, the parties agree to cooperate to permit the inclusion of approximately 6.0 + - miles of road with a 66-foot right of way to be placed on the County "B" System within the Fishlake National Forest.

That the map attached relating to the Forest road that is to be included in the Sevier County "B" System be hereby incorporated as a part of this Memorandum of Understanding.

THE U. S. FOREST SERVICE:

1. Agrees to grant non-exclusive rights of way to 4.0 + - miles of roadway on private land for which the Forest Service has acquired right of way easement, and 6.0 + - miles of roadway on public land to Sevier County to permit the jurisdiction, maintenance, and improvement of the road by Sevier County.
2. Agrees that this road is and will remain open to the public travel.

SEVIER COUNTY:

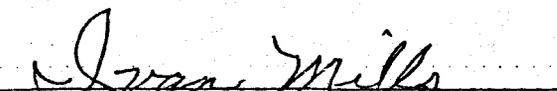
1. Agrees to accept the jurisdiction and maintenance responsibility of the road with the understanding that it be included in the County "B" System. As used herein, the term "maintenance responsibility" shall include the furnishing of such service, equipment, and material as deemed necessary by the County, with due regard to road conditions, frequency of road use, weather conditions, funding received for maintenance of said road, and such other factors as influence and relate to the overall management of the entire county road system.

IN WITNESS WHEREOF, the parties have caused this Memorandum of Understanding to be executed as of the day and year first above written.

APPROVED:



U. S. Forest Service



Commissioner, Sevier County, Utah

OK
1810
5/13/76
12/1/76

Sevier County
Corres.

Sevier County

COMMISSIONERS:
ELMO R. HERRING
M. ASHMAN
ELMER COLLINGS

County Courthouse
250 North Main
Richfield, Utah 84701

DE VON POLULSON, Clerk-Auditor
STANFORD FILLMORE, Assessor
LEDA JENSEN, Treasurer
BESSIE N. CURTIS, Recorder
RULON DON BROWN, Attorney

November 15, 1983

Mr. Ken Payne
Vice President and General Manager
Southern Utah Fuel Company
Post Office Box P
Salina, Utah 84654

Dear Ken,

This letter addresses the maintenance and access to County Road #4008 terminating at the Convulsion Canyon Mine. Sevier County has consistently considered the road to be a public right-of-way and has at all times held that access is available to any and all persons. In addition, the County has controlled and supervised the maintenance and construction activities associated therewith.

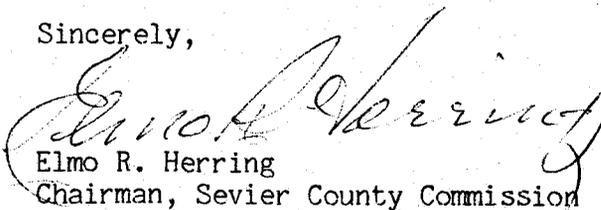
You may recall that substantial improvements to the roadway were instigated pursuant to an agreement entered in June, 1977 between State agencies, the County and Coastal States Energy Company. The agreement, which granted Coastal States Energy permission to use the County Road as a mine access road, specifies that the County will utilize available resources for maintenance and enlist the aid of Coastal States for supplementary funding and/or labor and materials so long as the company is a user of the road. The County Commission in no way contends that the status of the eleven mile roadway as a public way has been changed.

The road is of considerable importance to the County, not only as related to mining activity, but also for its recreational and agricultural significance. The continued development in the area of recreational subdivisions, wildlife habitat, timber management, hunting, fishing and cattle operations indicates increased future public usage. At present, a proposal for a new cabin site subdivision is under consideration by the Commission.

Your past cooperation in meeting the County maintenance standards is appreciated and I'm sure we can rely on the same attitude in the future.

Thank you for your attention to this matter.

Sincerely,


Elmo R. Herring
Chairman, Sevier County Commission

ERH:klm

A G R E E M E N T

THIS AGREEMENT, made and entered into this 23rd day of JUNE, 1977, by and between SEVIER COUNTY, Utah, (hereinafter sometimes referred to as "County"), for itself; the UTAH DEPARTMENT OF TRANSPORTATION (hereinafter sometimes referred to as "UDOT"), for itself and as agent for the Utah State Tax Commission and Sevier County, Utah; and COASTAL STATES ENERGY COMPANY, a corporation organized and existing under the laws of the State of Texas, for itself and its affiliated companies (hereinafter sometimes collectively referred to as "Developer").

I.

DEFINITIONS

When used in this Agreement, the following terms shall have the meaning indicated:

- 1.1 "State" shall mean and refer to the State of Utah.
- 1.2 "Legislature" shall mean and refer to the Legislature of the State of Utah.
- 1.3 "County" shall mean and refer to Sevier County, Utah.
- 1.3a "Contractor" shall mean any independent contractor employed by UDOT under proper contract to complete Said Work.
- 1.4 "UDOT" shall mean and refer to the Utah Department of Transportation.
- 1.5 "Tax Commission" shall mean and refer to the Utah State Tax Commission.
- 1.6 "Developer" shall mean and refer to Coastal States Energy Company and its affiliated companies.
- 1.7 "Act" shall mean and refer to the Resource Development Act enacted by the 1975 General Session of the Legislature of the State of Utah.

1.8 "Facility" shall mean and refer to a "natural resource facility" as that term is defined in the Resource Development Act.

1.9 "SUFCO Mine" shall mean and refer to the Southern Utah Fuel Company coal mine located approximately thirty (30) miles east of Salina, Utah, in Spring Canyon, a northside tributary of Convulsion Canyon.

1.10 "Road" shall mean and refer to that certain road extending for some ten (10) plus miles from Exit 72 on I-70 to the SUFCO Mine.

1.11 "Said Work" shall mean and refer to the preliminary engineering to complete the drawings and specifications for improvements to the Road, construction, engineering and administration, and the construction of a gravel base; an all-weather surface for the Road, strengthened to support repeated axle loadings; and such other improvements to the Road in accordance with the terms of this Agreement and all labor and materials used in connection therewith.

1.12 "Drawings and Specifications" shall mean and refer to all drawings (preliminary, schematic, working or otherwise), layouts, flow diagrams, studies, reports, subsurface explorations, surveys (including topographical), specification lists describing the materials and workmanship required and procedures to be followed, construction cost estimates and all other data and documents necessary or desirable in connection with the performance of Said Work, including any and all revisions and modifications thereof, and including the data and documents provided by any special consultants.

1.13 "Labor" shall refer to and include all labor, supervision and all other services and supervision required for the full performance of Said Work by UDOT, or their official representative.

1.14 "Materials" shall refer to and include all materials, supplies, machinery, equipment, apparatus, appliances, tools

and fuel required for the full performance of Said Work.

1.15 "Cost" or "costs" as used herein shall mean and refer to all costs necessarily incurred by UDOT in the performance of Said Work, calculated in accordance with the usual and normal accounting procedures of the UDOT.

II.

RECITALS

2.1 Developer is engaged in the development or utilization of natural resources in the State through a Facility.

2.2 Developer has determined with the concurrence of the UDOT that the performance of Said Work will be necessary to provide adequate access to the Facility.

2.3 For the purpose of improving the Road, Developer desires to prepay to the Tax Commission a portion of the sales and/or use taxes which Developer anticipates will be imposed by Chapters 15 and 16, Title 59, Utah Code Annotated, 1953 as amended in connection with Developer's operations in Utah, including sales and/or use taxes anticipated to be imposed upon the agents, contractors and subcontractors of Developer.

2.4 The U.S. Forest Service has conveyed title and jurisdiction of the Road by action separate from this Agreement to the County.

2.5 UDOT, after determining the highway needs in the area of the Facility, has reclassified the Road as a Minor Collector of the State Collector Road System and, acting as agent for the County, intends to perform Said Work under contracts with private independent contractors.

2.6 UDOT has assessed the benefits to be derived by the public from the improvements to the Road and has recommended to the Legislature that the Legislature appropriate as a special grant to the County the sum of ONE MILLION TWO HUNDRED THOUSAND

and NO/100 DOLLARS (\$1,200,000.00) for the performance of Said Work.

2.7 UDOT has determined that Said Work cannot be financed with existing public funds and that Said Work would be unduly delayed until public funds are otherwise available.

2.8 The Legislature has appropriated, as a special grant to Sevier County, funds for the performance of Said Work, said appropriation being in the sum of ONE MILLION TWO HUNDRED THOUSAND and NO/100 DOLLARS (\$1,200,000.00).

2.9 County, UDOT and Developer mutually desire to define the manner of prepayment of sales and/or use taxes by Developer in accordance with the Act to provide assurance to the County and UDOT of the availability of necessary funds for the performance of Said Work and also to allow Developer the opportunity to use said funds for its own purposes until Developer is required to pay the same to the Tax Commission as set forth below in Paragraph 4.10 of this Agreement.

III.

CONDITIONS PRECEDENT

County, UDOT and Developer hereby agree that the covenants and understandings of the parties set forth below are expressly subject to and contingent upon:

- (1) The prior conveyance of the title of the Road from the U. S. Forest Service to County; and
- (2) The reclassification of the Road after said conveyance as a Minor Collector and a part of the State Collector System.

IV.

COVENANTS AND UNDERSTANDINGS

In consideration of the mutual promises and covenants herein contained and other good and valuable consideration, the

receipt and sufficiency of which are hereby acknowledged,
IT IS AGREED AND UNDERSTOOD BY THE PARTIES HERETO AS FOLLOWS,
to-wit:

4.1 Prepaid-Taxes - Developer hereby agrees to pay to the Tax Commission the sum of ONE MILLION TWO HUNDRED THOUSAND and No/100 DOLLARS (\$1,200,000.00) in the form of prepaid sales and/or use taxes, as provided by the Act. These funds shall be used solely in the performance of Said Work. Notwithstanding anything contained in this Agreement to the contrary, said prepaid sales and/or use taxes need not be prepaid in one (1) sum by Developer but shall be paid in progress payments by Developer as set forth below in Paragraph 4.10.

4.2 Appointment of Agency - County and the Tax Commission hereby appoint UDOT as agent for each of them with complete authority to act for either of them without further consultation with either of them in regard to any and all matters arising under the terms of this Agreement.

4.3 Statement of Work - UDOT, acting as agent for County, agrees that it will forthwith commence or cause to be commenced the performance of Said Work. UDOT or its contractors shall furnish all labor, equipment and materials for the construction, engineering and administrative work necessary to complete the drawings and specifications for an all-weather surface for the Road consisting of a gravel base and a dust oil treatment and shall furnish all labor, equipment and materials for the construction of said base and surface for the Road. Such construction will provide the addition of approximately twenty (20) inches of untreated gravel base over the existing roadbed which is approximately forty (40) feet wide consistent with rules and regulations adopted concerning collector road design or designs for the Road. Along the center of said roadbed will be located a minimum twenty (20) foot-wide travel way treated with a dust oil

surface designed to penetrate and bind the surface of the Road for a period of approximately three (3) years. The UDOT District Three Preconstruction Engineer has estimated that the cost of the performance of Said Work will be approximately ONE MILLION TWO HUNDRED THOUSAND and NO/100 DOLLARS (\$1,200,000.00). Of this amount it is estimated that Fifty Thousand and No/100 Dollars (\$50,000.00) will be required for preliminary engineering of Said Work and that One Million One Hundred Fifty Thousand and No/100 Dollars (\$1,150,000.00) will be needed for the construction of Said Work. The parties agree that the estimated cost of Said Work may be adjusted by the written mutual agreement of UDOT and Developer, provided any amount in excess of the legislative appropriation will require further approval by the Utah Legislature. UDOT, as a part of the cost, shall furnish Developer with a copy of the drawings and specifications and all revisions and modifications thereof. UDOT agrees to furnish its best skill and judgment and to cooperate with Developer in the preparation of the drawings and specifications. UDOT also agrees to furnish efficient business administration and superintendents and to complete the performance of Said Work with a minimum of interference with Developer's development or utilization of its Facility and in the best and most expeditious and economical manner consistent with the interests of Developer and the State.

4.4 Preparation of Contracts by UDOT - UDOT shall prepare the necessary contract documents, advertise for bids and award contracts to the low bidders for the performance of said work.

4.5 Control of Work by UDOT - It is understood and agreed by and between the parties hereto that this Agreement is entered into for the purpose of providing funds for the performance of Said Work through the utilization of prepaid sales and/or use

taxes and that UDOT will be solely responsible for determining the appropriate construction requirements to meet the needs of the motoring public for the classifications assigned to the Road. UDOT, however, shall consider incorporating into Said Work any information or data furnished by Developer to UDOT, and UDOT shall not order or permit any change in Said Work which significantly deviates from the description of Said Work contained above in Paragraph 4.3 without first consulting with Developer.

4.6 Maintenance - The County agrees to expend toward maintenance of the road only those revenues which the County receives under the then existing state law by virtue of the Road's inclusion in the County road system. Such revenues received by the County in any one year need not be expended during that year but may be accumulated and/or expended consistent with state law. It is expressly understood that, based on current revenue, the amount to be expended toward maintenance by the County is limited and does not include expenditures for winter maintenance. Any additional services or maintenance not provided by the County which shall be required by the Developer shall be provided by the Developer and no demand shall be made upon the County therefor. Such additional services or maintenance shall include but shall not be limited to road repairs, grading or snow removal.

4.7 Representatives - Each party hereto shall appoint a representative to represent and act for and on behalf of such party with respect to all matters hereunder. A party hereto at any time and from time to time may relieve such representative and replace him/her with another person upon proper notification to the other parties hereto.

4.8 Inspection - Each party hereto at all times shall have the right to have one (1) or more representatives present while Said Work is in progress for the purpose of inspecting Said Work and the materials used therein. UDOT shall provide adequate, safe and proper facilities for such inspection, but it is further understood and agreed that the Project Engineer assigned by UDOT shall have full authority to control the work pursuant to the contract and appropriate specifications.

4.9 Notice of Progress - Within twenty (20) days following the close of each calendar month, UDOT shall deliver to County and Developer a statement setting forth in complete detail the costs incurred by UDOT and its contractor in the performance of Said Work during said month, total cost incurred by same in the performance of Said Work through said month, percentage or completion by same of Said Work during said month, total percentage of completion by same of Said Work through said month, estimated cost to complete Said Work and a narrative report of progress and problem areas, if any.

4.10 Progress Payments of Sales and/or Use Taxes - Within thirty (30) days following receipt by Developer of the statement prepared by UDOT in accordance with Paragraph 4.9 above, for the month covered by such statement, Developer shall make a progress payment to the Tax Commission for the cost incurred by UDOT and/or its contractor in the performance of Said Work for such month as set forth in such statement.

4.11 Audit - UDOT agrees that it will maintain or cause the contractor to maintain accurate books, records, correspondence, vouchers, receipts, memoranda and similar data in connection with the performance of Said Work. Such books, records, correspondence, vouchers, receipts, memoranda and similar data shall be available for examination and copying by duly authorized representatives of County or Developer at reasonable times and places for the purpose of determining completeness and accuracy of the statements furnished by UDOT and/or the contractor to County and Developer hereunder.

4.12 Refund of Prepaid Tax - County, UDOT and Developer agree that prepaid sales and/or use taxes for the performance of Said Work as provided herein become the property of the State, and Developer waives any claim to any funds which are prepaid pursuant to this Agreement except the right to receive a credit against sales and/or use taxes as the same become due and otherwise payable; provided, however, notwithstanding anything contained herein to the contrary, should the amount of taxes prepaid in accordance with this Agreement and the Act for the performance of Said Work exceed the costs incurred by UDOT to complete the performance of Said Work or should Developer terminate this Agreement as hereinafter provided and the amount of taxes prepaid in accordance with this Agreement and the Act for the performance of Said Work exceed the cost incurred by UDOT to date of termination, then such excess prepayment of taxes shall be transferred and returned to Developer to the extent that such taxes are not otherwise due and payable for returns to be filed pursuant to Sections 59-15-5 and 59-16-7, Utah Code Annotated, 1953 as amended.

4.13 Insufficient Tax Accrual - If the actual expenditures made by UDOT for the performance of Said Work exceed the amount of sales and/or use taxes actually imposed on Developer

by Chapters 15 and 16, Title 59, Utah Code Annotated, 1953 as amended, then to the extent that such expenditures were made with Developer's prior agreement as provided in Paragraphs 4.3 and 4.14, no refund shall be allowed Developer pursuant to Paragraph 4.12 above for the excess amount prepaid.

4.14 Termination - This Agreement may be terminated by Developer with or without cause upon ten (10) days' prior written notice to UDOT; provided, however, in the event of termination by Developer, UDOT shall be paid for the costs incurred by it in the performance of Said Work to the date of termination as well as any costs or termination fees and charges incidental to a termination.

4.15 Addresses and Notices - All demands and notices to be given hereunder, if any, shall be sufficient if given in writing by registered or certified mail, postage prepaid, or if given by Western Union telegraph, and in either case addressed to the respective party at its postal address or to such other address or addresses as each may hereafter designate in writing. The present addresses of Developer are Five Greenway Plaza East, Houston, Texas 77046, Attention of Vice President of Transportation, Coal and Chemicals Division; and Southern Utah Fuel Company, P.O. Box P, Salina, Utah 84654, Attention Vice President and General Manager. The present postal address of UDOT is State Office Building, Salt Lake City, Utah 84114. Notices by mail shall be deemed effective and complete at the time of posting and mailing in accordance herewith. Notices by telegraph shall be deemed of delivery thereof to the telegraph company for transmission.

4.16 Applicable Law - This Agreement shall be interpreted in accordance with the laws of the State of Utah. Unless otherwise provided, all terms shall have the meaning given them in ordinary English usage and as customarily used. Words in the masculine gender include the feminine and neuter.

4.17 Entire Agreement - This Agreement contains the entire agreement between the parties. No promise, representation, warranty or covenant not included in this Agreement has been or is relied upon by either party. Each party has relied on its own examination of the full Agreement and the provisions thereof, and the warranties, representations and covenants expressly contained in the Agreement itself. The failure or refusal of either party to inspect the Agreement or other documents or to obtain legal advice or other advice relevant to this transaction constitutes a waiver of any objection, contingent or claim that might have been based upon such reading, inspection or advice. If any party has begun its performance hereunder under oral agreement prior to the execution of this Agreement, this Agreement shall apply thereto in the same manner as if made before such performance was commenced.

4.18 Amendment - No modification or amendment of this Agreement shall be of any force or effect unless in writing executed by all of the parties hereto.

4.19 Successors and Assigns - The stipulations aforesaid shall, to the extent permitted by the provisions hereof, apply to and be binding upon the successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the said parties to this Agreement have executed the same as of the day and year first above written.

SEVIER COUNTY, UTAH ("County")

By K. L. McFiff County Attorney By Elmo Herring Commissioner Elmo Herring

RECOMMENDED FOR APPROVAL

UTAH DEPARTMENT OF TRANSPORTATION ("UDOT")

By C. V. Anderson
Assistant Director

By Blaine J. Kay, Director of Transportation

ATTEST:

UTAH STATE TAX COMMISSION
("Tax Commission")

By _____

By _____

FUNDS AVAILABLE

Budget Officer

By _____

APPROVED

Director of Finance

By _____

COASTAL STATES ENERGY COMPANY
Acting for Itself and Its
Affiliated Companies ("Developer")

By LC Smith
Senior Vice President *CR*

APPROVED AS TO FORM:

By _____
Assistant Attorney General
of the State of Utah

UTAH DEPARTMENT OF TRANSPORTATION

OFFICE OF THE COMPTROLLER
613 STATE OFFICE BUILDING
SALT LAKE CITY, UTAH 84114

6-9-83

STATEMENT

Sevier County

Richfield, Utah 84701

Ref. # SA-6066

MAKE CHECKS PAYABLE TO THE ABOVE, WITH REFERENCE TO:

INVOICE DATE

INVOICE NUMBER

82055

PURCHASES FROM: 4-16-83 TO: 5-31-83 DOT Div.# 03-031

P.O. # OR REF: 7210 DOT Account # 013-303

QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	EXTENSION
The following charges are for crack sealing with crumb rubber various areas on Convulsion Mine Road.				
43	Hrs.	Labor - 2 Men	16 4472	707.23
12	Hrs.	Labor - 1 Man	17 0478	204.57
42	Hrs.	Labor - 2 Men	17 7408	745.11
54	Hrs.	Labor - 3 Men	19 0344	1,027.85
25	Hrs.	Labor - 1 Man	21 1365	528.42
26	Hrs.	Labor - 1 Man	21 8526	568.17
21	Hrs.	Labor - 1 Man	22 8228	479.28
15	Hrs.	Labor - 1 Man	23 4234	351.35
9	Hrs.	Labor - 1 Man	25 1559	226.40
15	Hrs.	Labor - 1 Man	25 9875	389.81
<u>EQUIPMENT USED:</u>				
285	Mi.	Truck #23-01-94	0 5265	150.05
130	Mi.	Truck #23-01-240	0 5265	68.44
296	Mi.	Truck #23-01-312	0 5265	155.85
10	Hrs.	Compressor #23-15-26	11 70	117.00
18	Hrs.	Compressor #23-15-30	11 70	210.60
18	Hrs.	Truck #23-01-42	17 55	315.90
16	Hrs.	Truck #23-01-558	17 55	280.80
20	Hrs.	Asphalt Distributor #23-10-35	26 91	538.20
20	Hrs.	Asphalt Distributor #23-10-91	26 91	538.20
<u>MATERIALS USED:</u>				
6,076	Lbs.	Block Rubber	0 2941	1,786.95
7,626	Lbs.	Block Rubber	0 2941	2,244.33
"Please return copy of invoice with payment."				

PLEASE PAY THIS AMOUNT

\$11,634.51

1. TERMS: 30 days net

2. Include the duplicate copy of this invoice with your payment.

3. Refer to invoice number when writing.

UTAH DEPARTMENT OF TRANSPORTATION

OFFICE OF THE COMPTROLLER
613 STATE OFFICE BUILDING
SALT LAKE CITY, UTAH 84114

Rec'd
3-7-79

STATEMENT

Sevier County
Richfield, Utah 84701

MAKE CHECKS PAYABLE TO THE ABOVE, WITH REFERENCE TO:	
INVOICE DATE	INVOICE NUMBER
	63017

PURCHASES FROM: 10-1-78 TO: 10-31-78 DOT Div.# 8434

P.O. # OR REF: _____ DOT Account # 7210 - 0232

QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	EXTENSION
Paint center line on county road from Jct. of I-70 and exit 72 to Convulsion Coal Mine 11 miles per Cooperative Agreement dated 10-11-78				
8	Hr.	Labor	10 31	82 48
8	Hr.	Labor	8 93	71 44
8	Hr.	Labor	8 36	66 88
8	Hr.	Labor	8 36	66 88
8	Hr.	Labor	7 21	57 68
8	Hr.	Labor	4 35	34 80
<u>Equipment Used</u>				
89	Mi.	Truck #23-1-497	43	38 27
5	Hr.	Paint Machine #23-14-4	18 72	93 60
108	Mi.	Pickup #23-19-1	19	20 52
124	Mi.	Pickup #23-19-108	19	23 56
5	Hr.	Sweeper #23-21-25	18 14	90 55
5	Hr.	Traffic Directional Control #23-33-1	2 93	14 65
5	Hr.	Traffic Directional Control #23-33-5	2 93	14 65
3	Hr.	Truck #23-1-373	9 83	29 49
<u>Material Used</u>				
300	Ea.	Amber Reflectors	2925	87 75
150	Ea.	Sign Bolts	0882	13 23
400	Gals.	White Traffic Paint	3 98	1592 00
275	Gals.	Yellow Traffic Paint	3 90	1072 00
4000	Lbs.	Glass Beads	1661	664 40
"Please return copy of invoice with payment."				

NOT USED ON ROAD

TERMS: 30 days net.

PLEASE PAY THIS AMOUNT

4134 83

Include the duplicate copy of this invoice with your payment.

Refer to invoice number when writing.

27227

9,033 85

UTAH DEPARTMENT OF TRANSPORTATION

OFFICE OF THE COMPTROLLER
613 STATE OFFICE BUILDING
SALT LAKE CITY, UTAH 84114

12-8-80

STATEMENT

Sevier County
Sevier County Courthouse
Richfield, Utah 84701

MAKE CHECKS PAYABLE TO THE
ABOVE, WITH REFERENCE TO:

INVOICE DATE

INVOICE NUMBER

12/12/80

70911

PURCHASES FROM: 11-1-80 TO: 11-30-80 DOT Div.# 03-031

P.O. # OR REF: 7210 DOT Account # 013-303

QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	EXTENSION
		Painting center line on county road from Jct. of I-70 and exit 72 to Convulsion Coal Mine.		
6	Hrs.	Labor	18.6369	111.82
6	Hrs.	Labor	17.7390	106.43
6	Hrs.	Labor	14.5854	87.51
6	Hrs.	Labor	20.0385	120.23
6	Hrs.	Labor	23.2140	139.28
4	Hrs.	Labor	15.4760	61.90
		<u>Equipment Used:</u>		
111	Mi.	Truck #23-01-497	0.8307	92.21
2	Hrs.	Paint Machine #23-14-004	21.06	42.12
209	Mi.	Truck #23-19-288	0.2574	53.80
118	Mi.	Truck #23-19-109	0.2574	30.37
104	Mi.	Truck #23-19-108	0.2574	26.77
		<u>Materials Used:</u>		
270	Gals	Yellow Traffic Paint	5.3840	1453.68
1800	Gals	Glass Beads	0.2202	396.36
5	Gals	Paint Thinner	2.4079	12.04
"Please return copy of invoice with payment."				

PLEASE PAY THIS AMOUNT

2734 52

1. TERMS: 30 days net

2. Include the duplicate copy of this invoice with your payment.

3. Refer to invoice number when writing.

UTAH DEPARTMENT OF TRANSPORTATION

OFFICE OF THE COMPTROLLER
613 STATE OFFICE BUILDING
SALT LAKE CITY, UTAH 84114

11-30-81

STATEMENT

Sevier County
Sevier County Courthouse
Richfield, Utah 84701

MAKE CHECKS PAYABLE TO THE ABOVE, WITH REFERENCE TO:	
INVOICE DATE	INVOICE NUMBER
	75176

PURCHASES FROM: 10-1-81 TO: 10-30-81 DOT Div.# 03-031

P.O. # OR REF: 7210 DOT Account # 013-303

QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	EXTENSION
		Paint Centerline on County road from Jct of I-70 and exit 72 to Convulsion coal mine per cooperative agreement dated 9-23-81		
7	Hrs.	Labor		
6	Hrs.	Labor	21.5900	151 13
7	Hrs.	Labor	15.8900	95 35
7	Hrs.	Labor	24.8979	174 29
7	Hrs.	Labor	19.5568	136 89
			20.2268	141 59
		<u>Equipment Used:</u>		
4	Hrs.	Traffic Directional Control		
4	Hrs.	Traffic Directional Control	2.3400	9 36
4	Hrs.	Traffic Directional Control	2.3400	9 36
102	Mi.	Pickup #23-19-79	2.3400	9 36
102	Mi.	Pickup #23-19-74	0.4680	47 74
4	Hrs.	Paint Machine #23-14-04	0.4680	47 74
5	Hrs.	Truck #23-01-497	43.8750	175 50
			18.1350	90 68
		<u>Materials Used:</u>		
1600	Lbs.	Glass Beads		
275	Gals.	Yellow Traffic Paint	0.2092	334 72
15	Gals.	Thinner	5.9628	1639 77
			2.5772	38 66
"Please return copy of invoice with payment."				

- TERMS. 30 days net
- Include the duplicate copy of this invoice with your payment.
- Refer to invoice number when writing.

PLEASE PAY THIS AMOUNT

\$3102 14

UTAH DEPARTMENT OF TRANSPORTATION

OFFICE OF THE COMPTROLLER
613 STATE OFFICE BUILDING
SALT LAKE CITY, UTAH 84114

10-28-82

STATEMENT

Sevier County
Sevier County Courthouse
Richfield, Utah 84701

MAKE CHECKS PAYABLE TO THE ABOVE, WITH REFERENCE TO:	
INVOICE DATE NOV 08 1982	INVOICE NUMBER 79300

PURCHASES FROM: 9-1-82 TO: 9-30-82 DOT Div.# 03-031

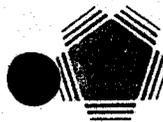
P.O. # OR REF: 7210 DOT Account # 013-303

QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	EXTENSION
Painting center line on county road from Jct. of I-70 and exit 72 to Convulsion coal mine 11 miles per Cooperative Agreement dated 8-27-82.				
6	Hrs.	Labor	19 0344	114 21
7	Hrs.	Labor	27 8355	194 85
6	Hrs.	Labor	21 1365	126 82
6	Hrs.	Labor	21 8526	131 12
6	Hrs.	Labor	23 3310	139 99
<u>Equipment Used:</u>				
4	Hrs.	Truck #23-01-373	18 1350	72 54
5	Hrs.	Truck #23-01-497	18 1350	90 68
2	Hrs.	Paint Machine #23-14-04	43 8750	87 75
102	Mi..	Pickup #23-19-79	0 4095	41 81
<u>Materials Used:</u>				
230	Gals.	Yellow Traffic Paint	6 0975	1402 43
1400	Lbs.	Glass Beads	0 2228	311 92
"Please return copy of invoice with payment."				

PLEASE PAY THIS AMOUNT
2714 12

1. MS: 30 days net.
2. Include the duplicate copy of this invoice with your payment.
3. Refer to invoice number when writing.

Ken Payne
Vice President & General Manager



**Southern Utah
Fuel Company**

P.O. Box P
Salina, Utah 84654
(801) 529-7428
(801) 637-4880 (Mine)

Subsidiary of
Coastal States
Energy Company

September 9, 1983

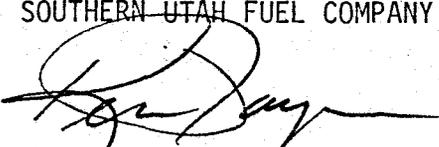
Mr. Elmo Herring
Sevier County Commissioner
in Charge of Roads
Sevier County Courthouse
250 North Main
Richfield, Utah 84701

Dear Elmo:

Our invoice to Sevier County for reimbursement of road repair costs is enclosed. These costs were incurred as a result of subcontracting work to fix the two landslides on the "dugway" located on the county road approximately four miles north of Exit 72. The invoice is supported with documentation showing exact services from the subcontractors involved.

The work is essentially complete. Only reclamation of the access road and revegetation of the fill-faces remains to be performed. We estimate these additional costs will be approximately \$3,500. The reclamation work will take place within four weeks and a follow-up invoice will be sent to you at that time. Thank you for your support in allowing us to expedite these repairs. If you have any questions regarding the invoice, please call me at the mine.

Yours very truly,
SOUTHERN UTAH FUEL COMPANY



Ken Payne
Vice President and General Manager

KAF:d1j

Enclosure



**Southern Utah
Fuel Company**

P.O. Box P
Salina, Utah 84654
(801) 529-7428
(801) 637-4880 (Mine)

Subsidiary of
Coastal States
Energy Company

INVOICE

NO	017	Page 1 of 2
DATE	09/09/83	
YOUR ORDER NO	_____	
OUR ORDER NO	_____	

SOLD TO: Sevier County
County Courthouse
Richfield, Utah 84701

SHIP TO: Repair work done on county
road - Convulsion Canyon -
from flood damage this spring

FOB	TERMS Net 30 days	DATE SHIPPED July-August	SHIPPED VIA
------------	-----------------------------	------------------------------------	--------------------

ORDERED	SHIPPED	DESCRIPTION	PRICE	AMOUNT
	PER	RODNEY RASMUSSEN COMPANY INVOICES		178,013.76
		1332/1333	\$116,836.75	
		1270	7,091.01	
		1342	17,306.00	
		1347	18,969.00	
		1345	17,811.00	
	PER	NUCLEAR TESTING SERVICE INVOICES		554.22
		Dated 7/14/83	100.00	
		Dated 8/16/83	454.22	
		SUB TOTAL		See Page 2
		SALES TAX		
		TOTAL INVOICE		



**Southern Utah
Fuel Company**

P.O. Box P
Salina, Utah 84654
(801) 529-7428
(801) 637-4880 (Mine)

Subsidiary of
Coastal States
Energy Company

INVOICE

NO	017	Page 2 of 2
DATE	09/09/83	
YOUR		
ORDER NO		
OUR		
ORDER NO		

SOLD TO: Sevier County
County Courthouse
Richfield, Utah 84701

SHIP TO: Repair work done on county
road - Convulsion Canyon -
from flood damage this spring

FOB	TERMS Net 30	DATE SHIPPED July-August	SHIPPED VIA
-----	-----------------	-----------------------------	-------------

ORDERED	SHIPPED	DESCRIPTION	PRICE	AMOUNT
		PER ARCH-ENVIR RESEARCH CORP INVOICE		408.71
		Dated 7/15/83 408.71		
			SUB-TOTAL	178,976.69
		ENGINEERING & PROJECT INSPECTION COSTS		4,440.00
		148 hours x \$30.00/hour		
		SURVEYORS COSTS		2,250.00
		90 hours x \$25.00/hour		
			SUB-TOTAL	6,690.00
		FOR SERVICES RENDERED TO REPAIR COUNTY ROAD	SUB TOTAL	\$185,666.69
		LAND SLIDES FROM I-70, EXIT 72, per attached	SALES TAX	exempt
		invoice/service charges.	TOTAL INVOICE	\$185,666.69



ARCHEOLOGICAL - ENVIRONMENTAL RESEARCH CORPORATION

588 West 800 South Bountiful, Utah 84010
Tel: (801) 292-7061 or 292-9668

July 15, 1983

SENT TO
MAIL ROOM OFFICE
JUL 26 1983

Mr. Wess Sorensen
Southern Utah Fuel Company
P.O. Box P
Salina, Utah 84654

For archeological services performed on the access road and leach field evaluations in the Salina Creek and Convulsion Canyon localities of Sevier County, Utah (SUFC-83-1) which includes field work on July 9, 1983, and report preparation on July 12, 1983:

Field Research 8 hours @ \$175 per 8 hour period	\$175.00
Report Preparation	75.00
Per Diem Charges .5 day @ \$30 per day	15.00
Travel Charges 360 miles for 4 wheel drive @ 32¢/mile	115.20
sub total	<u>\$310.20</u>
Research Fees 7.5% of general costs	23.51
TOTAL COSTS	<u>\$403.71</u>

J. R. Hauck
F. R. Hauck, Ph.D.
President

OK
K. A. Sorensen
7-26-83

OK to pay
Wess Sorensen
7/26/83

No. _____

NUCLEAR TESTING SERVICES

Anytime Anywhere

Sheet _____ of _____

TESTING - LEASING - REPAIR
P. O. Box 26723
Salt Lake City, Utah 84125

1515 Major Street • Salt Lake City, Utah 84115 • (801) 467-3892

INVOICE

Order No. _____

To: SOUTHERN UTAH FUEL CO.
P.O. Box P
Salina, Utah 84654

July 14, 1983

Gauge & No.: Troxler Model 2401; S/N ~~3797~~ ³⁶⁹²

QUANTITY	DESCRIPTION	UNIT	PRICE
1	<p><u>SECURITY DEPOSIT</u> : payment due for rental of Troxler model 2401; S/N 3797 ³⁶⁹².</p> <p>gauge deposit to be refunded or deducted from final rental invoice, contingent upon return of gauge in acceptable condition.</p> <p><i>Partial #1</i></p> <p><i>ok to pay Mike Davis K.A. Evans 7-15-83</i></p>		100.00
		Sub Total	100.00
		Tax	N/A
		TOTAL	\$100.00

Thank You

Accounts are due and payable upon receipt of invoice.

NTS

No. 1491

NUCLEAR TESTING SERVICES

Anytime Anywhere

Sheet ___ of ___

TESTING - LEASING - REPAIR
P. O. Box 26723
Salt Lake City, Utah 84125

1515 Major Street • Salt Lake City, Utah 84115 • (801) 467-3892

INVOICE

Order No.

Aug. 16, 1983

To: SOUTHERN UTAH FUEL CO.
P.O. Box P
Salina, Utah 84654

Gauge & No.: Troxler Model 2401; S/N 3692; Ra-Be.

QUANTITY	DESCRIPTION	UNIT	PRICE
29	<p><u>LEASE:</u> payment due for final rental period moisture-density gauge as follows:</p> <p>Rental Period: July 14th, 1983, through Aug. 11th, 1983. Days rental @ applicable monthly rate; pro-rata: Security Deposit, Refund:</p> <p style="text-align: right;">Balance Due:</p>	- 18.33	<p>531.57</p> <p>(100.00)</p> <hr style="width: 50%; margin-left: auto; margin-right: 0;"/> <p>431.57</p>
		Sub Total	431.57
		Tax	22.65
		TOTAL	\$ 454.22

OK against
526 692 05265
K.A. James
8-23-83

Thank You

**Accounts are due and payable upon receipt of invoice.*

RODNEY RASMUSSEN COMPANY
 155 East 200 South
 SALINA, UTAH 84654

INVOICE

1332

(801) 529-7261

TO Southern Utah Fuel Co.
SALINA, Utah

DATE	8-1-83
CUSTOMER ORDER NO.	SAG089
SALESPERSON	
VIA	ATT. Mike Davis

TERMS: REPAIRS TO Mine Road

QUANTITY INL NO.	DESCRIPTION	PRICE	AMOUNT
550	7-11-83		960 00 -
551	7-12-83		2640 00 -
553	7-13-83		3737 00 -
554	7-14-83		3884 50 -
555	7-15-83		3962.75 -
556	7-16-83		7592 50 -
557	7-17-83		8280 00 -
558	7-18-83		6300 00 -
559	7-19-83		6000 00 -
560	7-20-83		6230 00 * 110
561	7-21-83		5952 00 -
562	7-22-83		1040 00 -
563	7-23-83		9255 00 -

ORIGINAL

Thank You!

#1

Daily Rental Sheets

Rodney Rasmussen Co. — Salina, Utah 84654

WEATHER _____

Date 8-6-83 Sat

*Sufco
Mine Road
Slide # 2*

Ready & Wait

No 0587

MATERIALS

INVOICE	Rasmussen Co.		DESCRIPTION	QUAN.	UNIT	PRICE	AMOUNT
	MAT. REQ.	P.O.					

1 Materials Sub. \$ _____
 — Rasmussen Co. Cost \$ _____
 3 Contractor Cost \$ _____

EQUIPMENT & LABOR

TIME	TITLE	DESCRIPTION	Loads	START	STOP	TOTAL HOURS	HR. RATE	AMOUNT
Cat	D9H	Road Ex.		10:00	9 pm	10.5	15.00	157.50
Cat	D7F			10:00	9 pm	10.5	8.00	84.00
Loader	966			7:00	9:30	14	8.00	112.00
Comp.	815			10:00	9:00	10.5	9.00	94.50
Shoe	215			7:00	12:00	5	7.50	37.50
Trucks	4 Belli Dumpers pickup	Hauling Borrow from Bad Cut	168	10:00	9 pm	42	6.00	252.00
Foreman				7:00	9:30	14	3.00	42.00
Labor	3 labor	Installing Drainspys & Flapping		7:00	10:00	9	11.00	99.00
	3 labor			10:00	5:30	16	11.00	176.00
O.T.	5 men					54.5	15.00	817.50
Under	#14			7:00	9:30			
Oil	3 LABERS			5:30	9:30	14	25.00	350.00
						25	5.50	137.50
Total			168	Yds.	3192			2025.00

x 19.46
 2 SUB. EQ. & LABOR \$ 902.50
 1 MATERIALS SUB. \$ _____
 TOTAL \$ _____
 2 SUB. EQ. & LABOR \$ _____
 3 CONTRACTOR MAT. COST X1.15 \$ _____
 TOTAL DUE CONTR. \$ _____

PROJECT INSPECTOR

Rodney Rasmussen

CONTRACTOR REP.

PROJECT ENGINEER

Mike Davis

Daily Rental Sheets

Rodney Rasmussen Co. — Salina, Utah 84654

WEATHER _____

Date 8-4-83 - Thur

*Bufeo.
Mone Road
Slide #2*

Cloudy

No. 0585

MATERIALS

INVOICE	Rasmussen Co.		DESCRIPTION	QUAN.	UNIT	PRICE	AMOUNT
	MAT. REQ.	P.O.					

1 Materials Sub. \$ _____
 — Rasmussen Co. Cost \$ _____
 3 Contractor Cost \$ _____

EQUIPMENT & LABOR

E	TITLE	DESCRIPTION	Loads	START	STOP	TOTAL HOURS	HR. RATE	AMOUNT
<i>Cat</i>	<i>D98</i>	<i>Road Ex.</i>		<i>7:00</i>	<i>5:00</i>	<i>9 1/2</i>	<i>150.00</i>	<i>1425.</i>
<i>Comp.</i>	<i>815</i>	<i>"</i>						
<i>Loader</i>	<i>966</i>	<i>"</i>		<i>7:00</i>	<i>5:00</i>	<i>9 1/2</i>	<i>90.00</i>	<i>855.00</i>
<i>Backhoe</i>	<i>215</i>	<i>"</i>		<i>8:00</i>	<i>5:00</i>	<i>8 1/2</i>	<i>80.00</i>	<i>680.00</i>
<i>Truck</i>	<i>4</i>	<i>Hauling borrow from Bird cut</i>	<i>96</i>	<i>8:10</i>	<i>4:30</i>	<i>3 1/2</i>	<i>60.00</i>	<i>1920.00</i>
<i>Form</i>	<i>pickups</i>			<i>7:00</i>	<i>12:30</i>	<i>5</i>	<i>30.00</i>	<i>150.00</i>
<i>Tranport</i>		<i>Moving Cat</i>		<i>3:30</i>	<i>5:30</i>	<i>2</i>	<i>30.00</i>	<i>60.00</i>
<i>O.T.</i>	<i>3 men</i>					<i>2</i>	<i>75.00</i>	<i>150.00</i>
<i>Labor</i>	<i>2</i>	<i>Flippers</i>		<i>8:00</i>		<i>16</i>		
					<i>4:30</i>	<i>11</i>	<i>11.00</i>	<i>176.00</i>
Total			<i>96</i>	<i>Yds.</i>	<i>1728 1/2</i>			<i>150.00</i>

2 SUB. EQ. & LABOR \$ ~~5611.00~~
 1 MATERIALS SUB. \$ ~~5611.00~~
 TOTAL \$ _____
 2 SUB. EQ. & LABOR \$ _____
 3 CONTRACTOR MAT. COST X1.15 \$ _____
 TOTAL DUE CONTR. \$ _____

PROJECT INSPECTOR

Rodney Rasmussen
CONTRACTOR REP.

CONTRACTOR REP.

Mike Davis
PROJECT ENGINEER

PROJECT ENGINEER

Daily Rental Sheets

Rodney Rasmussen Co. — Salina, Utah 84654

WEATHER

Morning
Cloudy

Date

7-31-83

SLIDE AREA
#2

No 0573

MATERIALS

INVOICE	Rasmussen Co.		DESCRIPTION	QUAN.	UNIT	PRICE	AMOUNT
	MAT. REQ.	P.O.					

1 Materials Sub. \$ _____
 — Rasmussen Co. Cost \$ _____
 3 Contractor Cost \$ _____

EQUIPMENT & LABOR

TITLE	DESCRIPTION	Loads	START	STOP	TOTAL HOURS	HR. RATE	AMOUNT
CAT	<i>Road ER</i>		<i>7:00</i>	<i>1:00</i>	<i>5 1/2</i>	<i>150.00</i>	<i>750.00</i>
IMPACTOR	<i>815</i>		<i>7:00</i>	<i>1:30</i>	<i>6</i>	<i>90.00</i>	<i>540.00</i>
LOADER	<i>966</i>		<i>7:00</i>	<i>2:30</i>	<i>7 1/2</i>	<i>80.00</i>	<i>600.00</i>
LOADER	<i>950 LOAD TRUCKS</i>		<i>7:00</i>	<i>2:00</i>	<i>16 1/2</i>	<i>100.00</i>	<i>1650.00</i>
CAT	<i>Pushing up Bonow - in Bird Cut</i>		<i>7:00</i>	<i>1:00</i>	<i>5 1/2</i>	<i>80.00</i>	<i>440.00</i>
OVERTIME	<i>10 men</i>				<i>56 1/2</i>	<i>15.00</i>	<i>847.50</i>
TRUCKS	<i>4 Belly Dumps</i>		<i>7:00</i>	<i>2:30</i>	<i>7</i>	<i>30.00</i>	<i>210.00</i>
TRUMPET	<i>Moving - cat & Backhoe</i>	<i>72</i>	<i>7:00</i>	<i>1:30</i>	<i>24</i>	<i>60.00</i>	<i>1440.00</i>
			<i>1:30</i>	<i>3:30</i>	<i>2</i>	<i>75.00</i>	<i>150.00</i>
Total		<i>72</i>			<i>1368 (Bird Cut)</i>		

2 SUB. EQ. & LABOR \$ *5627.50*
 1 MATERIALS SUB. \$ _____
 TOTAL \$ _____
 2 SUB. EQ. & LABOR \$ _____
 3 CONTRACTOR MAT. COST X1.15 \$ _____
 TOTAL DUE CONTR. \$ *5627.50*

PROJECT INSPECTOR
Rodney Rasmussen
 CONTRACTOR REP.
Mike Davis
 PROJECT ENGINEER

Daily Rental Sheets

Rodney Rasmussen Co. — Salina, Utah 84654

WEATHER: _____

Sufco
Main Road

Nice Morning
Partly CLOUD AFTERNOON

Date July 26, 1983 TUE

Mud slide Repair #1

No 0565

MATERIALS

INVOICE	Rasmussen Co.		DESCRIPTION	QUAN.	UNIT	PRICE	AMOUNT
	MAT. REQ.	P.O.					
			Gravel Delivered to project Slits Creek #1 43 Loads at 23 Tons	989	Ton	7.50	7,417.50
			Drain Rock Del. to project 57 Loads at 22 Tons per load	1254	Ton	8.00	10,032.00

1	Materials Sub.	\$17,449.50
	— Rasmussen Co. Cost	\$ _____
3	Contractor Cost	\$ _____

EQUIPMENT & LABOR

TITLE	DESCRIPTION	Loads	START	STOP	TOTAL HOURS	HR. RATE	AMOUNT
GRADER #14	BLADING GRAVEL		8	4:30	8	75 ⁰⁰	600 ⁰⁰
BACKHOE 215	FINISHING SLOPES		9	11	2	75 ⁰⁰	150 ⁰⁰
GRADER 631	DIGGING OUT DITCH		1	5	4	150 ⁰⁰	600 ⁰⁰
IMPACTOR 815	COMPACTING GRAVEL & Rd EX. MAT.		10	3:30	5	90 ⁰⁰	450 ⁰⁰
Excavator	Rock Rip		7:00	5:00	9 1/2	30.00	285.00
	GRAVEL						
	ROCK FOR DRAINS						
Total							

2	SUB. EQ. & LABOR	\$2085.00
1	MATERIALS SUB.	\$17,449.50
	TOTAL	\$ _____
2	SUB. EQ. & LABOR	\$ _____
3	CONTRACTOR MAT. COST X1.15	\$ _____
	TOTAL DUE CONTR.	19,534.50 19,534.50

PROJECT INSPECTOR

Rodney Rasmussen
CONTRACTOR REP.

CONTRACTOR REP.

Mike Davis
PROJECT ENGINEER

PROJECT ENGINEER

Daily Rental Sheets

Rodney Rasmussen Co. — Salina, Utah 84654

WEATHER _____

Date 7-23-83-Sat

Sufco
Main Road -

Cloudy & Warm

Slide Repair #1

No. 0563

MATERIALS

INVOICE	Rasmussen Co.		DESCRIPTION	QUAN.	UNIT	PRICE	AMOUNT
	MAT. REQ.	P.O.					

<input type="checkbox"/> 1	Materials Sub.	\$ _____
	—Rasmussen Co. Cost	\$ _____
<input type="checkbox"/> 3	Contractor Cost	\$ _____

EQUIPMENT & LABOR

TITLE	DESCRIPTION	Loads	START	STOP	TOTAL HOURS	HR. RATE	AMOUNT
cut	D9H Road Ex		7:00	11:00	4	150.00	600.00
cut	D8K " "		8:00	5:30	9	100.00	900.00
Comp	631 " "	2.0	8:10	11:00	3	150.00	450.00
Comp	815 " "		7:00	5:30	10	90.00	900.00
Loader	966 Hoading Borrow		8:00	5:30	9	80.00	720.00
Backhoe	215 Road Ex		10:00	12:00	2	75.00	150.00
Loader	40-14 " "		7:00	9:00	2	75.00	150.00
Trucks	8 Trucks Hauling Borrow from Johnson pit.	118	8:00	5:30	66	60.00	3960.00
Trucks	Belly Dump " "		7:00	5:30	10	30.00	300.00
OverTime	11 men (OverTime not charged on leased trucks (4))				75	15.00	1125.00
<p>(Trucks Hauled) Borrow Hauled From Johnsons pit = 118 x 16 yds per load = 1888 (1888 yds)</p>		631 = 20 x 30 = 600					
Total					2488		

<input type="checkbox"/> 2	SUB. EQ. & LABOR	\$ 2,255.00
<input type="checkbox"/> 1	MATERIALS SUB.	\$ _____
	TOTAL	\$ _____
<input type="checkbox"/> 2	SUB. EQ. & LABOR	\$ _____
<input type="checkbox"/> 3	CONTRACTOR MAT. COST X1.15	\$ _____
	TOTAL DUE CONTR.	\$ 2,255.00

PROJECT INSPECTOR
Rodney Rasmussen
CONTRACTOR REP.

Mike Davis
PROJECT ENGINEER

Daily Rental Sheets

Rodney Rasmussen Co. — Salina, Utah 84654

WEATHER _____

Date 7-21-83 thurs

*Sufco
Main Road
Mud Slide Repair*

Cloudy & Warm

Rained in P.M. Made Road Slick

No. 0561

MATERIALS

INVOICE	Rasmussen Co.		DESCRIPTION	QUAN.	UNIT	PRICE	AMOUNT
	MAT. REQ.	P.O.					

- 1 Materials Sub. \$ _____
- Rasmussen Co. Cost \$ _____
- 3 Contractor Cost \$ _____

EQUIPMENT & LABOR

NO.	TITLE	DESCRIPTION	Loads	START	STOP	TOTAL HOURS	HR. RATE	AMOUNT
CAT	D9H	Road Ex.		3:00	5:30	2.5	150.00	375.00
CAT	D8K	" "		7:00	5:30	1.0	100.00	100.00
Comp.	815	" "		7:00	5:30	1.0	90.00	90.00
Comp.	631	" "	20	11:00	5:30	6	150.00	900.00
Load.	966	" "		7:00	5:30	1.0	80.00	80.00
Truck	No 14	" "		4:30	5:30	1	75.00	75.00
Backhoe	215	Installing Drain in Fill		7:00	5:30	1.0	75.00	75.00
Forma	Pickup	" "		9:30	5:30	8	30.00	240.00
labour	4 men	Installing Drain Line		7:00	4:00	3.1	11.00	341.00
Trucks	4 Betty Dump	Hauling Borrow From Johnsons	24	2:00	5:30	10	60.00	600.00
Load		Moving D8K		1:30	3:30	2	25.00	
Trucks	4 men					8.4	15.00	120.00
<p><i>(Yds. From Johnsons pit 384 yds)</i></p>			631	20 x 30 = 600 yds				
			Total Loads	24	Yds.	384		

- 2 SUB. EQ. & LABOR 5952.00
- 1 MATERIALS SUB. \$ _____
- TOTAL \$ _____
- 2 SUB. EQ. & LABOR \$ _____
- 3 CONTRACTOR MAT. COST X1.15 \$ _____
- TOTAL DUE CONTR 5952.00

PROJECT INSPECTOR
Rodney Rasmussen
CONTRACTOR REP.

Mark [Signature]
PROJECT ENGINEER

Daily Rental Sheets

Rodney Rasmussen Co. — Salina, Utah 84654

WEATHER _____

Date 7-20-83 - Wa

SUFCO
Mine Road

Partly Cloudy
Few Showers

Mud Slide Repair #1

No. 0560

MATERIALS

INVOICE	Rasmussen Co.		DESCRIPTION	QUAN.	UNIT	PRICE	AMOUNT
	MAT. REQ.	P.O.					

1 Materials Sub. \$ _____
 — Rasmussen Co. Cost \$ _____
 3 Contractor Cost \$ _____

EQUIPMENT & LABOR

NO.	TITLE	DESCRIPTION	Loads	START	STOP	TOTAL HOURS	HR. RATE	AMOUNT
CHT	D9H	Road Ex		7:00	5:30	10	150.00	1500.00
CHT	D8K	" "		7:00	5:30	10	100.00	1000.00
Compact	815	" "		7:00	5:30	10	90.00	900.00
Scrap	631	" "	87	7:00	5:30	10	150.00	1500.00
Loader	966	" "		7:00	5:30	10	80.00	800.00
Grader	no 14	" "		7:00	8:00	1	75.00	75.00
Backhoe	215	" "		8:00	11:00	3	75.00	225.00
Foreman	Picker	" "		11:00	5:30	6	30.00	180.00
Westman	5 operator					10	15.00	150.00
Less - 300 gal Fuel -								-300
Total			87	Yds.	2610			

(X 30 gal per h coal)
 2 SUB. EQ. & LABOR \$ 6030.00
 1 MATERIALS SUB. \$ _____
 TOTAL \$ _____
 2 SUB. EQ. & LABOR \$ _____
 3 CONTRACTOR MAT. COST X1.15 \$ _____
 TOTAL DUE CONTR. \$ _____

PROJECT INSPECTOR
Galvin Rasmussen
 CONTRACTOR REP.
Mike Davis
 PROJECT ENGINEER

Daily Rental Sheets

Rodney Rasmussen Co. — Salina, Utah 84654

WEATHER _____

Date 7-19-83-TUES.

PARTLY CLOUDY - WARM

No. 0559

SUFCO
Mine Road
Mud Slide Repair #1

MATERIALS

INVOICE	Rasmussen Co.		DESCRIPTION	QUAN.	UNIT	PRICE	AMOUNT
	MAT. REQ.	P.O.					

1	Materials Sub.	\$
	— Rasmussen Co. Cost	\$
3	Contractor Cost	\$

EQUIPMENT & LABOR

EQ	TITLE	DESCRIPTION	Loads	START	STOP	TOTAL HOURS	HR. RATE	AMOUNT
CAT	D9	ROAD EV		7:00	5:30	10	150 ⁰⁰	1500 ⁰⁰
CAT	D8K	"		7:00	5:30	10	100 ⁰⁰	1000 ⁰⁰
COMP	815	"		7:00	5:30	10	90 ⁰⁰	900 ⁰⁰
BACKHOE	215	"		7:00	9:00	2	75 ⁰⁰	150 ⁰⁰
LOADER	966	"		7:00	5:30	10	80 ⁰⁰	800 ⁰⁰
SCRAPER	631	Hauling Bottom	67	9:00	5:30	8	150 ⁰⁰	1200 ⁰⁰
OPERATOR	BUFFET			7:00	5:30	10	30 ⁰⁰	300 ⁰⁰
Overtime	operator	5 men 2 hrs				10 ⁰⁰	15 ⁰⁰	150 ⁰⁰
Total			67	Yds.	2010			

2	SUB. EQ. & LABOR	\$ 6000.00
1	MATERIALS SUB.	\$
	TOTAL	\$
2	SUB. EQ. & LABOR	\$
3	CONTRACTOR MAT. COST X1.15	\$
	TOTAL DUE CONTR.	\$ 6000.00

PROJECT INSPECTOR

CONTRACTOR REP.

PROJECT ENGINEER

[Signature]

[Signature]

Daily Rental Sheets

Rodney Rasmussen Co. — Salina, Utah 84654

WEATHER _____

Date 7-13-83 Wed

SUF. Co
MINE ROAD

Clear & Warm

Mud Slide Repair #1

No 0553

MATERIALS

INVOICE	Rasmussen Co.		DESCRIPTION	QUAN.	UNIT	PRICE	AMOUNT
	MAT. REQ.	P.O.					

1 Materials Sub. \$ _____
 — Rasmussen Co. Cost \$ _____
 3 Contractor Cost \$ _____

EQUIPMENT & LABOR

EQ	TITLE	DESCRIPTION	Loads	START	STOP	TOTAL HOURS	HR. RATE	AMOUNT
CAT	D9H	Road EX.		7:00	5:30	10	150.00	1500.00
COMP.	815	" "		7:00	5:30	10	90.00	900.00
Backhoe	215	Road EX. And Installing DRAIN PIPE		10:00	5:30	7	75.00	525.00
Border CASE	680	" " " "		10:00	5:30	7	45.00	315.00
Foreman	pickup	" " " "		7:00	5:30	10	30.00	300.00
labor	1 man	" " " "		10:00	5:30	7	11.00	77.00
Over Time	operator							
Over Time	2 men	For 7-13-83				4	15.00	60.00
Over Time	operator	7-13-83				4	15.00	60.00
Over Time	2 men							
Total								
				Yds.				

2 SUB. EQ. & LABOR \$ 3737.00
 1 MATERIALS SUB. \$ _____
 TOTAL \$ _____
 2 SUB. EQ. & LABOR \$ _____
 3 CONTRACTOR MAT. COST X1.15 \$ _____
 TOTAL DUE CONTR. \$ 3737.00

PROJECT INSPECTOR

Rodney Rasmussen

CONTRACTOR REP

Mike Quis

PROJECT ENGINEER

The following three plates clearly illustrate that the county road leading to the Southern Utah Fuel Company mine has regular year-round public use, by cabin owners whose only access is the county road and extensive snowmobile and cross country skiing, coupled with frequent recreationers who travel the road to observe and photograph big game animals during the winter months.

The county road, during the summer and fall months, gets a tremendous amount of public traffic to fishing and big game areas.

PLATE I

Picture #1

Illustrates county road leading to the Southern Utah Fuel Mine (red arrow). View is looking East across Accord Lake and background mountain area where extensive snowmobiling and cross county skiing occurs during the winter months.

Picture #2

Is a view from the county road looking West across Accord Lake at one of many private cabins (red arrow), and extensive snowmobile tracks.

Picture #3

Depicts snowmobile tracks with private cabins (red arrows) in the background looking West.

Picture #4

Illustrates another picture of a private cabin (red arrow) and shows extensive snowmobile activity.

PLATE II

Pictures #1 and #2

Both illustrate quality and extent of winter snow removal on county road leading to SUFCo mine.

Picture #1

Depicts the Accord Lake road (sign on left) leading to many private homes.

Picture #2

Is a view looking North from the county road showing mobile homes at red arrows.

Picture #3

Looks South from the county road and depicts snowmobile tracks in the foreground, and a private home on the ridge top (red arrow).

Picture #4

Illustrates a new county development area recently subdivided into private cabin sites.

PLATE III

Pictures #1 and #2

Show one of many private ranch access gates looking Southwest from the county road.

Picture #3

Is looking Southwest at additional snowmobile trails.

Picture #4

Illustrates a herd of elk (red arrow) east of the county road. This area is a popular winter game viewing area, since the elk and deer spend considerable time in this location.