

**COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

In the Matter of:

Sky Haven Coal, Inc.  
5510 State Park Road  
Penfield PA 15849

and

SRP Coal Company, Inc.  
5510 State Park Road  
Penfield PA 15849

: SMP No. 17880103 (Troxell #1)  
: SMP No. 17800124 (Mitchell #1)  
: SMP No. 17813091 (Albert #1)  
: SMP No. 17813084 (Goss 1 Mine)  
: MDP No. 17800147 (Butler 1 Mine)  
: MDP No. 4574SM31 (Butler 1 Mine)  
: MDP No. 45A76SM16 (Stoltz #1)  
: MDP No. 4673SM15 (Buhler 1 Mine)  
: MDP No. 4676SM1 (Strutt 1 Mine)  
: SMP No. 17850145 (McPherson #2)  
: SMP No. 17803108 (Reed #1)  
: Clearfield and Elk Counties  
: Alternative Financial Assurance Mechanism  
: CO&A

**POSTMINING TREATMENT TRUST CONSENT ORDER AND AGREEMENT**

This Consent Order and Agreement is entered into this 19<sup>th</sup> day of January 2007, by and between the Commonwealth of Pennsylvania, Department of Environmental Protection ("Department"), and Sky Haven Coal, Inc. ("Sky Haven"), and SRP Coal Company, Inc. ("SRP").

A. The Department is the agency with authority to administer and enforce The Clean Streams Law, Act of June 22, 1937, P. L. 1987, as amended, 35 P. S. §691.1 et seq., ("Clean Streams Law"), the Surface Mine Conservation and Reclamation Act, Act of May 31, 1945, P. L. 1198, as amended, 52 P. S. §1396.1 et seq., ("Surface Mining Act"), Section 1917-A of the Administrative Code, Act of April 9, 1929, P. L. 177, as amended, 71 P.S. §510-17, and the Rules and Regulations adopted thereunder.

B. Sky Haven is a corporation with a business address of 5510 State Park Road, Penfield, Pennsylvania 15849, whose business includes the mining of coal by the surface method. Owens Coal Mining Company was a corporation that conducted surface coal mining

activities in the Commonwealth of Pennsylvania. On November 19, 1976. Owens Coal Company changed its name to Sky Haven Coal Company, Inc.

C. SRP is a corporation with a business address of 5510 State Park Road, Penfield, Pennsylvania 15849, whose business includes the mining of coal by the surface method.

D. The principal and sole officer of Sky Haven and SRP is Joseph A. Owens, who is President, Secretary, and Treasurer.

E. At all times material hereto, Sky Haven was authorized to conduct surface mining in Pennsylvania pursuant to Surface Mining Operator's License No. 1370.

F. At all times material hereto, SRP was authorized to conduct surface mining in Pennsylvania pursuant to Surface Mining Operator's License No. 1345.

G. Sky Haven is the permittee of the following surface coal mines that have a post-mining discharge:

NAME	SMP	TOWNSHIP	COUNTY
Troxell #1	17880103	Bradford	Clearfield
Mitchell #1	17800124	Decatur	Clearfield
Albert #1	17813091	Graham	Clearfield
Goss 1 Mine	17813084	Lawrence	Clearfield
Butler 1 Mine	17800147	Lawrence	Clearfield
Butler 1 Mine	4574SM31	Lawrence	Clearfield
Stoltz #1	45A76SM16	Brady	Clearfield
Buhler 1 Mine	4673SM15	Jay	Elk
Strutt 1 Mine	4676SM1	Jay	Elk

H. SRP is the permittee of the following surface coal mines that have a post-mining discharge:

NAME	SMP	TOWNSHIP	COUNTY
McPherson #2	17850145	Lawrence	Clearfield
Reed #1	17803108	Lawrence	Clearfield

### **TROXELL #1**

- I. The permit for Troxell #1 was originally issued on February 21, 1990.
- J. All mining has been completed on the Troxell #1 mine site. The only activity that remains is the treatment of a discharge of acid mine drainage identified as DER1.
- K. DER1 is a pre-existing spring that was degraded by Sky Haven's mining on Troxell #1. DER1 is characterized by a depressed pH, acidity exceeding alkalinity, and manganese concentrations exceeding 25 Pa Code 87.102 effluent limits. The average flow of DER1 is 7 gallons per minute.
- L. On August 8, 1994, the Department issued Sky Haven a compliance order directing Sky Haven to submit a treatment plan and after approval of the Department to implement the treatment plan. The treatment plan was submitted on September 6, 1994. Sky Haven implemented the plan after Departmental approval on January 20, 1995. Sky Haven did not appeal the order.
- M. The treatment system which is on property owned by David C. Greene consists of a 200 foot long alkaline limestone drain (ALD) that collects DER1 and directs DER1 to a series of two polishing ponds before being discharged to an unnamed tributary to Roaring Run.
- N. Sky Haven obtained a Consent of Landowner ("Supplemental C") from David C. Greene on December 22, 2000, to allow the construction and maintenance of the passive treatment system.
- O. Annual treatment costs for operating and maintaining the ALD treatment system are \$ 4,664.00. Capital costs for that treatment system are \$13,454.00.
- P. On the Troxell #1, Sky Haven has a surety bond posted by Lyndon Property Insurance Company ("Lyndon") in place in the amount of \$90,000.00

### **MITCHELL #1**

- Q. The permit for Mitchell #1 was originally issued on July 30, 1981.

R. All mining is completed on the Mitchell #1 mine site. The only activity remaining on the Mitchell #1 is the treatment of two discharges of acid mine drainage identified as North T and South T.

S. North T is a post-mining toe of spoil discharge that was caused by Sky Haven's mining on Mitchell #1 mine site. The water quality of North T is characterized by depressed pH, acidity exceeding alkalinity, iron and manganese concentrations exceeding 25 Pa Code 87.102 effluent limits. The average flow of North T is 18 gallons per minute.

T. On April 3, 1985, the Department issued Sky Haven a compliance order directing Sky Haven to immediately provide adequate treatment to insure North T met the effluent limitations set forth in 25 Pa Code 87.102 and the special conditions of the permit. Sky Haven implemented the current treatment system on October 29, 1987. Sky Haven did not appeal the order.

U. The treatment system consists of a limestone collection pond and oxic limestone channel that conveys the discharge to a series of three wetland cells before being discharged to Wolf Run.

V. South T is a post-mining toe of spoil discharge that was caused by Sky Haven's mining on Mitchell #1 mine site. The water quality of South T is characterized by a depressed pH, acidity exceeding alkalinity, and manganese concentrations exceeding 25 Pa Code 87.102 effluent limits. The average flow of South T is 5 gallons per minute.

W. The Department first noted the discharge on July 11, 1983. Sky Haven voluntarily started treatment immediately using soda ash briquettes and installed the current system on June 28, 1995.

X. The treatment system of South T is a series of three oxic limestone cells that collects the discharge and directs it to three treatment ponds before discharging into an unnamed tributary to North Branch of Upper Morgan Run.

Y. The treatment systems of North T and South T are on the property owned by David M. George.

Z. Annual treatment costs for operating and maintaining the existing treatment system are \$ 8,549.00 for North T and South T on the Mitchell #1. Capital costs for the existing treatment system are \$74,169.00.

AA. On the Mitchell #1, Sky Haven has a surety bond posted by ACE Property and Casualty ("ACE") in place in the amount of \$42,522.00.

#### **ALBERT #1**

BB. The permit for Albert #1 was originally issued on August 9, 1984.

CC. All mining has been completed on the Albert #1 mine site. The only activity still remaining on the site is occasional placement of flyash and the treatment of a discharge of acid mine drainage identified as Operators Monitoring Point 7 or OMP 7.

DD. OMP 7 is a pre-existing discharge that was further degraded by Sky Haven's mining on Albert #1 mine site. OMP 7 is characterized by a depressed pH, acidity exceeding alkalinity, and iron and manganese concentrations exceeding 25 PA code 87.102. The average flow of OMP 7 is 15 gallons per minute.

EE. On March 22, 1991, the Department issued Sky Haven a compliance order directing Sky Haven to submit a plan to treat the discharge. The treatment plan was approved by the Department on December 21, 1990. Sky Haven implemented the treatment plan and was placed in compliance on September 11, 1991. Sky Haven did not appeal the order.

FF. The treatment system consists of two collection basins where OMP 7 is chemically treated using lime and is then pumped to a series of two settling basins. Sky Haven submitted a boundary correction to its surface mining permit on May 25, 1994, to include discharge OMP 7 and the treatment facilities onto the permit. The treated water is discharged into an unnamed tributary to Alder Run. The treatment system is on the property of the Frank W. Albert Estate, now owned by Sky Haven Coal Company.

GG. Annual treatment costs for operating and maintaining the existing treatment system are \$25,398.00 for Albert #1. Capital costs for the existing treatment system are \$84,294.00.

HH. On the Albert #1, Sky Haven has a surety bond posted by Lyndon in place in the amount of \$242,000.00.

### **GOSS 1 MINE**

II. The permit on Goss 1 Mine was originally issued on October 3, 1984.

JJ. Sky Haven is actively mining on the Upper and Middle Kittanning, and Lower Freeport coal seams on the Goss 1 Mine. Sky Haven is chemically treating a discharge of acid mine drainage identified as Operators Monitoring Point 12B or OMP 12B. Prior to December 1994, OMP 12B was called Background Point 26.

KK. OMP 12B is a pre-existing spring that was degraded by Sky Haven's mining on Goss 1 Mine. Discharge OMP 12B is characterized by a depressed pH, acidity exceeding alkalinity, and manganese concentrations exceeding 25 Pa Code 87.102 effluent limitations. The average flow of OMP 12B is 5 gallons per minute.

LL. During an inspection of the Goss 1 Mine site on March 11, 1993, the Department determined that Background Point 26 was degraded. Sky Haven voluntarily initiated treatment and completed installation of a passive treatment system on December 15, 1994. The system did not consistently meet all effluent parameters and was changed into a chemical system on or about January 13, 2005.

MM. The treatment system consists of a lime filled trench directing OMP 12B into a pond before discharging through a limestone bed into an unnamed tributary to the West Branch of the Susquehanna River. The treatment system is on the property of R. D. Goss, now owned by Robert B. Mikesell.

NN. Annual treatment costs for operating and maintaining the existing treatment system are \$ 3,550.00 for Goss 1 Mine. Capital costs for the existing treatment system are \$53,398.00.

OO. On the Goss 1 Mine, Sky Haven has a surety bond posted by Lyndon in place in the amount of \$318,700.00.

### **BUTLER 1 MINE**

PP. An updated permit for Butler 1 Mine was issued on September 28, 1981. This permit included all areas permitted in the original permit that had been issued to Owens Coal Mining Company.

QQ. All mining has been completed on the Butler 1 Mine. The only activity remaining is the treatment of discharge of acid mine drainage identified as SBRD 1.

RR. SBRD 1 is a pre-existing deep mine discharge that was further degraded by Sky Haven's mining on Butler 1 Mine. SBRD 1 is characterized by a depressed pH, acidity exceeding alkalinity and manganese concentrations exceeding 25 Pa Code 87.102 effluent limits. The average flow of SBRD 1 is 8 gallons per minute.

SS. On January 6, 1986, the Department issued a compliance order directing Sky Haven to treat SBRD 1. On February 11, 1986, Sky Haven submitted a treatment plan for the SBRD 1 discharge and implemented the treatment plan on March 5, 1986. Sky Haven did not appeal the order.

TT. SBRD 1 is collected in a limestone channel which flows by gravity into a collection pond where additional lime is added. From the first pond, SBRD 1 flows by gravity into a series of three settling ponds. From the final settling pond, SBRD 1 enters a cattail filled wetland through a valve-controlled outlet into a 6-inch flexible hose then flow into an unnamed tributary to Montgomery Creek. The treatment system is on the property of Robert Earl Butler, now owned by Michael & Paula Kerr.

UU. Annual treatment costs for operating and maintaining the existing treatment system are \$ 16,078.00 for Butler 1 Mine. Capital costs for the existing treatment system are \$16,590.00.

VV. On the Butler 1 Mine, Sky Haven has a surety bond posted by ACE and the Travelers Indemnity Company ("Travelers") in place in the amount of \$66,900.00, and a cash bond in place in the amount of \$696.00.

### **STOLTZ #1**

WW. The permit for the Stoltz #1 mine was originally issued on November 19, 1976 and was re-issued on April 21, 1978.

XX. All mining has been completed on the Stoltz #1 mine site. The only activity that remains is the treatment of a discharge of mine drainage identified as ST1.

YY. ST1 is post-mining discharge caused by Sky Haven's mining of the Stoltz #1 mine. ST1 is characterized by manganese and iron concentrations exceeding 25 Pa Code 87.102 effluent limits. The average flow of ST1 is 2 gallons per minute.

ZZ. ST1 is collected in a moat and drains by gravity through a series of five treatment ponds. ST1 is treated with soda ash briquettes prior to entering the third treatment pond. A sump has been established below the chemical treatment ponds to collect any fugitive water that drains below the chemical treatment ponds. A pump is set up in the collection sump to pump the fugitive water back into the treatment system for treatment before discharging to an unnamed tributary to the East Branch Mahoning Creek. The treatment system is on the property of Eugene Mancusso.

AAA. Annual treatment costs for operating and maintaining the existing treatment system are \$6,368.00 for Stoltz #1. Capital costs for the existing treatment system are \$93,508.00.

BBB. On the Stoltz #1, Sky Haven has a surety bond posted by Travelers in place in the amount of \$14,490.00.

### **BUHLER 1 MINE, STRUTT 1 MINE**

CCC. The permit for the Buhler 1 Mine was originally issued on April 8, 1974. The permit for the Strutt 1 Mine was originally issued on April 8, 1976. The permits for the Buhler 1 Mine and the Strutt 1 Mine partially overlap.

DDD. All mining has been completed on the Buhler 1 Mine and Strutt 1 Mine sites. The only activity that remains is the treatment of discharges of mine drainage identified as BS1, BS2, 22, 23, 24 and 25. Discharge BS1 and its treatment system and discharges 22, 23, 24 and 25



and their treatment system are on the Buhler 1 Mine (4673SM15). Discharge BS2 and its treatment system is on area where the Buhler 1 and the Strutt # 1 overlap. Also, discharges BS1 and BS2 are post-mining discharges while discharges 22, 23, 24 and 25 are degraded pre-existing springs.

EEE. On January 10, 1983, the Department issued an order to Sky Haven to treat or abate the discharges on the Buhler 1 Mine and Strut 1 Mine mine sites. On March 3, 1983, Sky Haven initiated treatment of the discharges identified in Paragraph DDD. Sky Haven did not appeal the order.

FFF. Discharge BS1 is characterized by a depressed pH, acidity exceeding alkalinity, and manganese concentrations exceeding 25 Pa Code 87.102 effluent limits. BS1 emanates on the permitted area. The average flow of BS1 is 10 gallons per minute. BS1 treatment system is on the property of James P. Burke, Shirley Burke and Joseph J. Burke. Discharge BS2 is characterized by a depressed pH, acidity exceeding alkalinity and manganese concentrations exceeding 25 Pa Code 87.102 effluent limits. BS2 emanates on the permitted area. The average flow of BS2 is 2 gallons per minute. BS2 treatment system is on the property of Olivin and Marie Connelly. Discharges 22, 23, 24 and 25 are characterized by a depressed pH and acidity exceeding alkalinity. 22, 23, 24, and 25 emanates on the permitted area. The combined average flow for 22, 23, 24 and 25 is 3 gallons per minute. 22, 23, 24, and 25 treatment system are on the property of James P. Burke, Shirley Burke and Joseph J. Burke.

GGG. There are three (3) treatment systems in place on the Buhler 1 and the Strutt 1 mine sites. One for discharge point BS1; one for discharge point BS2; and one for points 22, 23, 24, and 25.

HHH. Discharge BS1 is actively treated with soda ash and flows through a limestone ditch for approximately 400 ft to 2 manganese removal beds, then flows through a limestone ditch for approximately 600 ft to additional soda ash treatment, then through a polishing pond before discharging into an unnamed tributary to Spring Run. BS2 is actively treated with soda ash then flows through 3 polishing ponds before discharging into an unnamed tributary to Spring

Run. Discharges 22, 23, 24 and 25 are combined and flow through approximately 350 ft of an alkaline trench to a polishing pond before discharging into an unnamed tributary to Spring Run.

III. Annual treatment costs for operating and maintaining the existing treatment system are \$7,404.00 for Buhler 1 Mine and Strutt 1 Mine. Capital costs for the existing treatment system are \$9,183.00.

JJJ. On the Buhler 1 Mine, Sky Haven has a variety of surety bonds in place in the amount of \$44,950.00. (See Exhibit O)

KKK. On the Strutt 1 Mine, Sky Haven has a surety bond posted by Travelers in place in the amount of \$50,510.00.

#### **MCPHERSON #2**

LLL. The permit for McPherson #2 was originally issued on March 19, 1987.

MMM. All mining has been completed on the McPherson #2 mine site. The only activity that remains is the treatment of a discharge of acid mine drainage identified as MP24.

NNN. MP24 is a pre-existing discharge that is on the McPherson #2 mine site and does not meet effluent limits set in 25 Pa Code 87.102. MP24 is characterized by a depressed pH and acidity exceeding alkalinity. The average flow of MP24 is 16 gallons per minute.

OOO. On November 21, 1994, SRP withdrew a completion report because of a non-complying discharge on the McPherson #2 Mine. On or about December 7, 1994, SRP completed construction of an anoxic limestone drain. The anoxic limestone drain was installed without a technical review by the Department.

PPP. The treatment system consists of an approximate 100 foot by 10-foot anoxic limestone drain that collects MP24 and directs it to an unnamed tributary to Montgomery Creek. The treatment system is on the property of James McPherson Jr. et al.

QQQ. Annual treatment costs for operating and maintaining the existing treatment system are \$ 3,000.00 for McPherson #1. Capital costs for the existing treatment system are \$4,867.00.

RRR. On the McPherson #2, SRP has a surety bond posted by the Insurance Company of North America in place in the amount of \$21,195.00.

**REED #1**

SSS. The permit for Reed #1 was originally issued on January 10, 1985.

TTT. All mining has been completed on the Reed #1 mine site. The only activity that remains is the treatment of a discharge of acid mine drainage identified as MP24.

UUU. MP24 is a pre-existing deep mine discharge that was further degraded by Sky Haven's mining on SRP's Reed #1 mine. MP24 is characterized by a depressed pH, acidity exceeding alkalinity and manganese concentrations exceeding 25 Pa Code 87.102 effluent limits. The average flow of MP24 is 22 gallons per minute.

VVV. On December 5, 1984, the Department notified SRP in an inspection report, of the degradation to MP24. The notification required SRP to conduct a six-month sampling period to determine the cause of the degradation. On September 30, 1985, the Department determined that SRP was responsible for the degradation of MP24. On December 2, 1985, SRP submitted an abatement plan to chemically treat MP24. The Department reviewed the chemical treatment plan and issued a special condition to SRP's permit requiring SRP to provide adequate treatment to meet 25 Pa. Code 87.102 effluent limits at MP24. SRP did not appeal that permit. In mid-2006, Sky Haven replaced the chemical treatment system with a passive system.

WWW. MP24 is collected in a limestone bed. From the limestone bed, MP24 enters a two-cell pond. MP24 is then pumped into a second settling pond. Lime is also added into the second cell providing additional treatment. The treated water is then allowed to discharge into an unnamed tributary to Montgomery Creek. The treatment system is on the property of F. E. Reed, now owned by Michael P. Malloy.

XXX. Annual treatment costs for operating and maintaining the existing treatment system are \$ 18,200.00 for Reed #1. Capital costs for the existing treatment system are \$38,535.00.

YYY. On the Reed #1, SRP has a surety bond posted by ACE in place in the amount of \$98,600.00, and a certificate of deposit in place in the amount of \$3,100.00.

#### **GENERAL MATTERS**

ZZZ. Sky Haven has the legal responsibility to treat or abate the discharges identified in Paragraphs I through YYY.

AAAA. The effluent limits applicable to the discharges that are the subject of this agreement are found at 25 Pa. Code Chapter 87.102.

BBBB. The parties met on February 7, 2006, March 17, 2006, April 27, 2006, July 26, 2006 and November 2, 2006 to discuss various issues concerning an alternative financial assurance mechanism to ensure perpetual treatment for the discharges described in Paragraphs G through YYY.

CCCC. The Department and Sky Haven/SRP agreed that the current annual cost of operating and maintaining the treatment systems is \$92,638.00 and that the current amount of the trust, which Sky Haven/SRP stated it was willing to provide, is \$2,241,628.00, an amount calculated using AMD Treat. The parties agree to use the information and figures which will be provided by the accounting required by Paragraph 4 for the existing treatment systems, or the passive treatment systems as provided in Paragraph 14, to adjust the proper size of the alternative financial assurance mechanism.

DDDD. Sky Haven asked to make monthly payments which would continue until the trust is fully funded. As is set forth in Paragraph 6 below, Sky Haven/SRP will pay \$27,533.00 upon its execution of this agreement per month thereafter until the trust is fully funded. The Department told Sky Haven/SRP that the amount required to fully fund the trust would escalate each year by 3.1%. See Exhibit N. Sky Haven/SRP told the Department that the bonds for the sites would not be assigned to the trust. The Department told Sky Haven that no bonds would be released until the trust is fully funded.

EEEE. Also at the meetings, the Department told Sky Haven/SRP that landowner access to the treatment systems was a critical issue. Most of the sites did not have a valid and/or

recorded Supplemental Cs. Sky Haven/SRP agreed to contact the various property owners and to use its best effort to obtain and record new Supplemental Cs. The Supplemental Cs by their own terms grant access to Sky Haven/SRP and to the Department until, among other things, five years after the abatement of pollution emanating from each site. Sky Haven/SRP also agreed to execute an assignment to the Department of all personal property which is a part of each treatment system so that the Department could operate and maintain the systems should Sky Haven/SRP be unwilling or unable, for any reason, to do so. On November 2, 2006, Sky Haven told the Department that it was having difficulty obtaining consent of landowners for access to the Buhler/Strutt site.

FFFF. The NPDES permits for all the sites, except Goss 1, have lapsed. The Department told Sky Haven that the company would have to apply for new NPDES permits. Sky Haven agreed to do so by December 31, 2006.

GGGG. Sky Haven/SRP agreed to submit as built drawings for the new passive treatment system at the Reed site and to submit designs and as built drawings for any other sites at which passive systems would replace chemical systems or at which the existing system, passive or chemical, undergoes major modifications. The Department agreed that any submission should be part of a revision to the NPDES permit for the site.

HHHH. For the Reed site and any other site where a passive treatment system is installed, Sky Haven/SRP will collect monthly samples of the raw untreated water final effluent and monthly measurements of both the total flow into, and total flow out of, the passive systems. These samples and flow measurements shall be submitted quarterly at the same time as Sky Haven/SRP's regular quarterly monitoring. After June 30, 2008, all the monitoring data will be used to evaluate the performance of the new passive treatment systems. So long as the passive treatment systems have met effluent limits at 25 Pa. Code 87.102(e) for twelve consecutive months and the flow measurements (inflow versus final discharges) demonstrates that the systems do not leak, the Department has agreed to recalculate the amount of the trust in accordance with the provisions of this COA that address cost recalculations. Sky Haven/SRP

will also submit treatment system designs and as built drawings as part of revisions to the NPDES permit for any site where the treatment system is being changed from chemical to passive.

### **ORDER**

After full and complete negotiation of all matters set forth in this Consent Order and Agreement and upon mutual exchange of covenants contained herein, the parties intending to be legally bound, it is hereby ORDERED by the Department and AGREED to by Sky Haven/SRP as follows:

1. This Consent Order and Agreement is an Order of the Department authorized and issued pursuant to Section 5 of the Clean Streams Law, 35 P.S. § 691.5; Section 4.3 of the Surface Mining Act, 52 P.S. § 1396.4c; and Section 1917-A of the Administrative Code, 71 P.S. § 510-17. The failure of Sky Haven/SRP to comply with any term or condition of this Consent Order and Agreement shall subject Sky Haven/SRP to all penalties and remedies provided by those statutes for failing to comply with an order of the Department.

2. **Findings**

a. Sky Haven/SRP agrees that the findings in Paragraphs A through HHHH are true and correct and, in any matter or proceeding involving Sky Haven/SRP and the Department relating to this COA, Sky Haven/SRP shall not challenge the accuracy or validity of these findings.

b. The parties do not authorize any other persons to use the findings in this Consent Order and Agreement in any matter or proceeding.

3. Definitions

- a. Accounting. The accounting required by Paragraph 4 of this Agreement.
- b. Actual Treatment Cost. The average of three consecutive years of the costs and expenses of treatment, calculated by using the Accountings for those three years.
- c. Annual Anniversary Date. January 1.
- d. Calculated Treatment Cost. The projected future annual cost of treatment, based on the Actual Treatment Cost, compounded at three and one tenth percent (3.1%) annually.
- e. Capital Improvement Account. The sub-account within the Trust that is primarily used to finance anticipated and periodic capital expenditures for the Treatment Systems.
- f. Distribution Payment. The Trustee's disbursement of money from the Trust made at the written direction of the Department to a person and in an amount specified by the Department and as provided by this Consent Order and Agreement.
- g. Formula. The equation used to calculate the Present Value of the future operation and maintenance ("O&M") of the Treatment Systems. The equation is:

$$\begin{array}{lll} \text{PV} & = & (A/[E-7/1]) + A \\ \text{where:} \quad \text{PV} & = & \text{Present Value of the O\&M Costs} \\ A & = & \text{Current Actual Treatment Cost} \\ E & = & \text{Expected annual earnings/Interest Rate (assumed to be 8.43} \\ & & \text{\% ) *} \\ I & = & \text{Inflation Rate (assumed to be 3.1\% or .031)} \end{array}$$

\* This assumption will remain the same unless the parties agree otherwise.

- h. Primary Basis Valuation. 100% of the present value of the future cost of treatment as determined by the Formula.
- i. Primary Target Valuation. 116% of the present value of the future cost of treatment as determined by the Formula.

j. Primary Trust Account. The sub-account within the Trust that is primarily used to finance annual operating and maintenance costs of the Treatment Systems.

k. Primary Trust Valuation. The cash, cash equivalents, investments at market value of investments and the face amount of surety bond currently held by the Trust in the Primary Trust Account.

4. Annual Treatment Costs; Records; Factors; Accounting

a. Sky Haven/SRP shall keep accurate financial records of all the costs and expenses of annual treatment for each year. The various cost factors fall into several general categories, including, but not limited to: Reagent; Polymer; Electrical; Sludge Removal; Labor, including benefits; Maintenance; Sampling; Overhead; and Miscellaneous. The individual item shall be tracked and reported for each general category.

b. Sky Haven/SRP shall keep separate records for each of the treatment systems.

c. Sky Haven/SRP shall provide an annual accounting of the costs and expenses of annual treatment ("the Accounting") to the Department on or before the 90th day following the last day of the fiscal year for which the Accounting is being provided. The Accounting shall cover the period beginning January 1 and continuing through December 31 of each year, or other fiscal year as Sky Haven/SRP may adopt for its corporate finances in the future, and shall be in accordance with Generally Accepted Accounting Principles. The Accounting shall be accompanied by an affidavit of the treasurer or other corporate officer responsible for the financial affairs of Sky Haven/SRP and by the President of Sky Haven/SRP attesting to the completeness and accuracy of the records of the costs and expenses of annual treatment as reported in the Accounting.

d. Sky Haven/SRP's obligation to keep records and provide the Accounting shall continue for the period during which Sky Haven/SRP is operating the Treatment Systems.



e. In the event of a dispute about the costs and expenses of treatment incurred by Sky Haven/SRP, Sky Haven/SRP shall bear the burden of proving the accuracy and completeness of the Accounting and the records upon which the Accounting is based. A Special Report prepared under Generally Accepted Accounting Principles as to the treatment costs incurred by Sky Haven/SRP, prepared by an independent licensed public or certified public accountant, shall satisfy Sky Haven/SRP's burden of proof as to any of these matters.

5. Treatment Trust

a. Sky Haven/SRP shall establish an irrevocable trust to be known as the Sky Haven/SRP Treatment Trust ("Trust"). The Trust shall secure Sky Haven/SRP's obligation to treat all the Sky Haven/SRP discharges listed in Paragraphs G through YYY, including its obligation to operate and maintain either the treatment systems in perpetuity, as required by law, or until water treatment is no longer necessary, and to provide financial resources to the Department on behalf of the citizens of the Commonwealth to maintain and operate the treatment systems, and to treat the mine drainage in perpetuity in the event Sky Haven/SRP becomes unable or unwilling to meet its obligations. The Trust shall also provide for the demolition of treatment facilities and reclamation of the treatment site should treatment no longer be needed. The agreement establishing the Trust is attached as Exhibit A.

b. Sky Haven/SRP shall establish within the Trust two sub-accounts: a sub-account designated as the Primary Trust Account; and a sub-account designated as the Capital Improvement Account.

6. Funding of the Primary Trust Account

a. Initial Payment to the Primary Trust Account: Upon its execution of this Consent Order and Agreement, Sky Haven/SRP shall deposit an amount of \$27,533.00 into the Primary Trust Account.

b. Ongoing Payments to the Primary Trust Account: Sky Haven/SRP will deposit subsequent payments of \$27,533.00 each month beginning January 2007 until the Department determines that the trust is fully funded. If, at any time, the trust is fully funded in accordance

with Exhibit N, no further payments under this paragraph shall be necessary. Exhibit N also sets the size of the trust if access to the Buhler-Strutt treatment system is provided pursuant to Paragraph 15.b.

7. Annual Distribution or Contribution Payments - Primary Trust Account

a. All calculations under this Paragraph shall be based on values as determined on the Annual Anniversary Date.

b. If the Primary Trust Valuation does not include the value of surety bonds,\* then Distribution Payments shall be made according to Paragraph 7.c. Otherwise, Distribution Payments shall be made according to Paragraph 7.d. and e.

c. If at the end of any year the Primary Trust Valuation is greater than the Primary Target Valuation, then a Distribution Payment shall be made to Sky Haven/SRP. The amount of such Distribution Payment will be equal to the difference between the Primary Trust Valuation and the Primary Target Valuation, or equal to the Calculated Treatment Cost, whichever is less. This amount is depicted graphically at Point 1, 2 and 3 on Exhibit B.

d. If at the end of any year the Primary Trust Valuation is greater than the Primary Target Valuation, then a Distribution Payment shall be made to Sky Haven/SRP in the form of a surety bond reduction of the surety bond(s) identified in Paragraph 6.c. This amount is depicted graphically at Point 1 on Exhibit B. Such surety bond reduction shall be in an amount determined by the following formula:

$$BR = ((1 + RoR) (TR - B) + B) - (1.03(TV))$$

Where: BR = surety bond reduction  
B = surety bond amount  
RoR = assumed net rate of return or effective rate of return  
TV = Primary Target Valuation  
TR = Primary Trust Valuation

e. In the year the final bond is released, if the Primary Trust Valuation after the final surety bond release remains greater than the newly calculated Primary Target Valuation, then an additional Distribution Payment shall be made under paragraph 7.c.

f. If the Primary Trust Valuation is less than or equal to the Primary Target Valuation, but greater than or equal to the Primary Basis Valuation, then no Distribution Payment shall be made and no additional contribution shall be required. This provision is depicted graphically as Point 4 on Exhibit B.

g. If the Primary Trust Valuation is less than the Primary Basis Valuation, then Sky Haven/SRP shall make an additional contribution into the Primary Trust Account in an amount equal to the difference between the Primary Basis Valuation and the Primary Trust Valuation, or in an amount equal to the Calculated Treatment Cost, whichever is less except as provided in Paragraph 13.a. This amount is depicted graphically as points 5 and 6 on Exhibit B. This provision does not apply until Sky Haven/SRP has fulfilled its obligations to make ongoing payments under Paragraph 6.b.

8. Adjustments to the Primary Target Valuation for Deviations Between Actual Treatment Cost and Calculated Treatment Cost

a. All calculations under this paragraph shall be based on values as determined on the Annual Anniversary Date and before any Distribution Payment.

b. If after three years the Actual Treatment Cost for any year is greater than or equal to 110%, adjusted for inflation at the rate of 3.1% per year, or less than or equal to 90%, as shown on Table 1 below, of the total Calculated Treatment Cost, the Department will calculate a new Primary Basis Valuation using the Formula and the newly determined Actual Treatment Cost. A new Primary Target Valuation will then be determined by calculating 116% percent of the new Primary Basis Valuation. Exhibit C is a graphical depiction of the adjustment.

TABLE 1

Mine Name	Annual Treatment Cost 2006		110% Cost		90% Cost	
Troxell #1	\$	4,664.00	\$	5,130.00	\$	4,198.00
Mitchell #1	\$	8,549.00	\$	9,404.00	\$	7,694.00
Albert #1	\$	25,398.00	\$	27,938.00	\$	22,850.00
Goss 1 Mine	\$	3,550.00	\$	3,905.00	\$	3,195.00
Butler 1 Mine	\$	16,078.00	\$	17,686.00	\$	14,470.00
Stoltz #1	\$	5,795.00	\$	6,374.00	\$	5,216.00
Buhler Strutt	\$	7,404.00	\$	8,144.00	\$	6,664.00
McPherson #2	\$	3,000.00	\$	3,300.00	\$	2,700.00
Reed #1	\$	18,200.00	\$	20,020.00	\$	16,380.00
Total	\$	92,638.00	\$	101,901.00	\$	83,367.00

9. Distribution Payments for Adjustments to the Primary Target Valuation

a. If the Primary Trust Valuation does not include the value of pledged surety bonds, then Distribution Payments shall be made according to Paragraph 9.c. Otherwise, Distribution Payments shall be made according to Paragraph 9.d.

b. If the newly calculated Primary Target Valuation which has been adjusted under Paragraph 8 above is less than the Primary Trust Valuation, no distribution payment shall be made under this paragraph.

c. If the newly calculated Primary Target Valuation which has been adjusted under Paragraph 8 above is based on a reduced Actual Treatment Cost, and the Primary Trust Valuation is greater than the newly calculated Primary Target Valuation, then a Distribution

Payment shall be made to Sky Haven/SRP. The amount of such Distribution Payment will be equal to the percent change in Actual Treatment Cost times the Primary Trust Valuation, or in an amount equal to the difference between the Primary Trust Valuation and the newly calculated Primary Target Valuation, whichever is less. The amount of such Distribution Payment shall be determined by the following formulas:

$$DP = TR (1 - (\text{new ATC} / \text{prior ATC}))$$

Or

$$DP = TR - \text{new TV}$$

Where: DP = Distribution Payment  
TR = Primary Trust Valuation  
TV = Primary Target Valuation  
ATC = Actual Treatment Cost

d. If the newly calculated Primary Target Valuation which has been adjusted under Paragraph 8 above is based on reduced Actual Treatment Cost, and the Primary Trust Valuation is greater than the newly calculated Primary Target Valuation, then a distribution payment shall be made to Sky Haven/SRP in the form of a surety bond reduction. Such bond reduction shall be in an amount determined by the following formula:

$$BR = (1 + RoR) (TR - B) + B - (1.03(TV))$$

Where: BR = surety bond reduction  
RoR = assumed net rate of return or effective rate of return  
TV = Primary Target Valuation  
TR = Primary Trust Valuation  
B = surety bond amount

e. In the year the final surety bond is released, if the Primary Trust Valuation after the final surety bond release remains greater than the newly calculated Primary Target Valuation, then an additional Distribution Payment shall be made under Paragraph 9.c.

10. Capital Improvement Account

a. Sky Haven/SRP shall establish within the Trust a sub-account designated as the Capital Improvement Account. Assets of the Capital Improvement Account may be commingled with assets of the Primary Trust Account for purposes of investment, but must be accounted for and reported separately as if they are assets of a separate and distinct fund.

b. On the date of this Consent Order and Agreement the required annual balance of the Capital Improvement Account for a 75-year period shall be determined and made a part of this agreement as Exhibits D through M, and said balance shall be adjusted in accordance with Paragraph 14 hereof.

c. To determine the required balance in the Capital Improvement Account the following methodology shall be used.

- i. For each planned capital replacement component or activity, the current cost of that component or the cost to complete that activity will be determined.
- ii. For each planned capital replacement component or activity, the estimated number of years in the life cycle of the component or the number of years between when the activity is needed will be determined.
- iii. If the treatment system has been in operation for a significant period of time, then for each planned capital replacement component or activity, the estimated number of years until the next replacement or activity is needed will be determined.
- iv. For each planned capital replacement component or activity, the future value of the first replacement or activity will be calculated using a Present Value equal to the current cost, a rate of 3.1 percent, the amount of payment equal to \$0.00, the number of payment periods equal to the

number of years from the date of this agreement until the next replacement or activity, and a beginning of period payment.

- v. For each planned capital replacement component or activity, the Present Value will be calculated using the Future Value calculated in Paragraph 10.c.iv. above, a rate equal to the assumed net rate of return used elsewhere in this agreement, and all other variables the same as used in Paragraph 10.c.iv. above.
- vi. For each planned capital replacement component or activity, the Future Value of the second and each subsequent capital replacement or activity will be calculated using the same values as in Paragraph 10.c.iv. above except the value for the number of payment periods. The value for the number of payment periods for the second replacement or activity will be equal to the number of years until the next replacement or activity plus the number of years in the expected life cycle as determined in Paragraph 10.c.ii. above. The number of payment periods for the third replacement will be equal to the number of years until the next replacement or activity plus two times the number of years in the expected life cycle. The number of periods for the fourth replacement will be equal to the number of years until the first replacement plus three times the years in the life cycle. The Future Value of each replacement will be calculated in like manner until the number of periods is equal to the number of years until the last replacement or activity is expected to occur that does not exceed 75 years from the year the calculations are being made.
- vii. For each planned capital replacement component or activity, the Present Value of the second and each subsequent capital replacement or activity will be calculated using the same values as in Paragraph 10.c.v. above

except the value for the number of payment periods which shall be determined in like manner to Paragraph 10.c.vi. above.

- viii. The required balance in the Capital Improvement Account for the current year shall be equal to the sum of all Present Values calculated in Paragraph 10.b.v. and vii above.
- ix. The required balance in the Capital Improvement Account shall be recalculated on an annual basis and each time a Distribution Payment is contemplated under Paragraph 12. Such recalculation shall be deemed an amendment to Exhibits D through M and this Consent Order and Agreement, and shall be used in making all future calculations involving the Capital Improvement Account.

11. Transfer of Funds to the Capital Improvement Account

- a. The provisions of this Paragraph do not apply if the Primary Trust Valuation includes the value of surety bonds.
- b. If the Primary Trust Valuation after any Distribution Payment under Paragraph 7. above is greater than the Primary Target Valuation, then a transfer of funds to the Capital Improvement Account shall be made if the current balance in the Capital Improvement Account is less than the required balance for the current year as indicated on Exhibits D through M. The amount of such transfer will be equal to the difference between the required balance and the current balance, or in an amount equal to the difference between the Primary Trust Valuation and the Primary Target Valuation, whichever is less.

12. Distribution Payments from the Capital Improvement Account

- a. A distribution payment shall be made to Sky Haven/SRP any time a planned capital replacement is made as indicated on Exhibits D through M. The capital replacement and maintenance activities shall be made as needed, which may be sooner or later than the projected time. The amount of the Distribution Payment shall be equal to the calculated cost of the Capital Improvement as indicated on Exhibits D through M, or in an amount equal to the difference



between the current balance in the Capital Improvement Account and the required balance after the capital improvement Distribution Payment, whichever is less.

b. Each time a Distribution Payment from the Capital Improvement Account is contemplated under this Paragraph or Paragraph 13 below, the required balance in the Capital Improvement Account must be recalculated to determine the required balance after the proposed Distribution Payment, and to determine the appropriate Distribution Payment.

13. Miscellaneous Distribution Payments from the Primary Trust Account and the Capital Improvement Account

If the Primary Trust Valuation exceeds the Primary Target Valuation in the Primary Trust Account, or if the balance in the Capital Improvement Account exceeds the required balance as indicated on Exhibits D through M, then such surplus funds may be used for the following purposes:

a. Surplus funds in the Capital Improvement Account shall be transferred to the Primary Trust Account to reduce or completely satisfy Sky Haven/SRP's obligation to make a contribution payment under Paragraph 7.g. This amount is depicted graphically at Point 5 on Exhibit B. However, the amount of surplus funds transferred to the Primary Trust Account may exceed Sky Haven/SRP's obligation under Paragraph 7.g. if additional funds are needed so that the Primary Trust Valuation equals the Primary Basis Valuation. This amount is depicted graphically at Point 6 on Exhibit B.

b. Surplus funds in the Capital Improvement Account or the Primary Trust Account may be used by the Sky Haven/SRP to pay for unanticipated capital expenditures, or anticipated capital expenditures that exceed the calculated cost of the capital improvement as indicated on Exhibits D through M.

c. Surplus funds in the Capital Improvement Account or the Primary Trust Account may be used by the Sky Haven/SRP to finance implementation of a new treatment technology, provided the application of such treatment technology is first approved by the Department.

d. Surplus funds in the Capital Improvement Account or the Primary Trust Account may be used by the Sky Haven/SRP to implement remediation or abatement activities to reduce or eliminate the discharge, or to improve the quality of the discharge, provided the Department first approves such activities.

14. Permit Applications, Designs and Drawings; Sampling

a. By December 31, 2006, Sky Haven/SRP shall submit NPDES permit applications for all the sites listed in Paragraphs G and H, except the Goss 1 Mine which already has an NPDES permit. Sky Haven/SRP shall also submit applications to revise the NPDES Permits for the Sky Haven/SRP discharges where the treatment system is changed from chemical to passive treatment or any significant modifications to chemical treatment systems. The applications shall include the treatment systems designs and as-built drawings.

b. Sky Haven/SRP shall collect monthly samples of the final effluents from the passive treatment systems discharges and monthly measurements of the total inflow and the total outflow of the passive treatment systems. These sample and flow measures shall be submitted quarterly at the same time as Sky Haven/SRP's regular quarterly monitoring.

c. The attached Exhibit N is the funding schedule for a trust to operate the original Sky Haven/SRP treatment systems showing the amount needed for the trust to be fully funded based on an average inflation rate of 3.1%.

15. Real and Personal Property

a. Sky Haven/SRP has new or existing valid Supplemental C's for the property on which all the treatment systems, except for access to the Butler and Buhler/Strutt systems, are located. Copies of the Supplemental C's are attached as Exhibit Q.

b. The amount of the fully funded trust includes the amount needed for the construction of a new access road to the Buhler-Strutt treatment system. Construction of this access road is estimated to cost \$28,000.00 in 2006. If Sky Haven obtains a Supplemental C or an easement for the existing access road at the Buhler/Strutt site, the amount of a fully funded trust will be reduced as shown in Exhibit N.

c. Sky Haven/SRP has executed an assignment of all personal property associated with the treatment systems. A copy of the assignment which includes a list of the personal property, which is a part of each treatment system, is attached as Exhibit P.

16. Public Liability Insurance

a. Sky Haven/SRP shall maintain in effect public liability insurance coverage for the operation, maintenance, improvement and all other activities associated with the Treatment Systems and the real and personal property that are identified in the Post Mining Treatment Trust Agreement as part of the Trust Principal. The Trustee and the Commonwealth of Pennsylvania shall be listed as additional insureds on the policy.

b. The public liability insurance shall be written on an occurrence basis and shall provide bodily injury and property damage coverage in the minimum amounts of \$250,000.00 per person and \$1,000,000.00 per occurrence. The insurance shall include a rider requiring the insurer to notify the Department 30 days prior to substantive changes being made to the policy or prior to termination or failure to renew. Proof of insurance shall consist of a certificate of insurance filed annually with the Department that certifies Sky Haven/SRP has a public liability insurance policy in force meeting the requirements of this paragraph.

17. Annual Meeting

The parties will meet on or before the 30th day following delivery to the Department of the Accounting of each year: to review and discuss the Accounting for the then completed fiscal year; to review the effectiveness of the Treatment Systems and any change in the fiscal year; to resolve any issues which arise as a result of that change or the performance of the trust fund; to calculate, recalculate or adjust the size of the Primary Target Valuation, the Calculated Treatment Cost, and distribution payments from or additional payments into the trust fund; and to address any other issues that may concern this Consent Order and Agreement or its implementation.

18. Sky Haven/SRP's Continuing Obligation

Neither Sky Haven/SRP's agreement to fund the Trust nor the full or partial funding of the Trust, nor the exhaustion of the Trust shall in any way limit Sky Haven/SRP's obligation to operate the Treatment System.

Furthermore, exhaustion of the Trust shall not excuse Sky Haven/SRP from Sky Haven/SRP's obligation to adequately treat or to abate the discharges.

19. Stipulated Civil Penalties

a. In the event Sky Haven/SRP fails to comply in a timely manner with any term or provision of this Consent Order and Agreement within thirty (30) days after receipt of written notice from the Department specifying the specific provision Sky Haven/SRP is not in compliance with, Sky Haven/SRP shall be in violation of this Consent Order and Agreement and, in addition to other applicable remedies, shall pay a civil penalty in the amount of \$100.00 per day for each violation.

b. Stipulated civil penalty payments shall be payable monthly on or before the fifteenth day of each succeeding month. The payment shall be by corporate check or the like, made payable to the "Commonwealth of Pennsylvania" and submitted to the:

Compliance Manager  
Moshannon District Mining Operations  
186 Enterprise Drive  
Philipsburg, PA 16866

c. Any payment under this paragraph shall neither waive Sky Haven/SRP's duty to meet its obligations under this Consent Order and Agreement nor preclude the Department from commencing an action to compel Sky Haven/SRP's compliance with the terms and conditions of this Consent Order and Agreement. The payment resolves only Sky Haven/SRP's liability for civil penalties arising from the violation of this Consent Order and Agreement for which the payment is made.

d. Stipulated civil penalties shall be due within thirty (30) days after the written notice specified in Paragraph 19(a) above.

20. Additional Remedies

a. In the event Sky Haven/SRP fails to comply with any provision of this Consent Order and Agreement, the Department may, in addition to the remedies prescribed herein, pursue any remedy available for a violation of an order of the Department, including an action to enforce this Consent Order and Agreement.

b. In the event Sky Haven/SRP defaults on the obligations of this Consent Order and Agreement Sky Haven/SRP will be subject to a permit block on the Department's compliance tracking system and the federal Applicant Violator System and the Department will, in addition to any other remedy or penalty prescribed herein, list Sky Haven/SRP as a violator on the Department's compliance tracking system and on the federal Applicant Violator System.

c. The remedies provided by this Consent Order and Agreement are cumulative and the exercise of one does not preclude the exercise of any other. The failure of the Department to pursue any remedy shall not be deemed to be a waiver of that remedy. The payment of a stipulated civil penalty, however, shall preclude any further assessment of civil penalties for the violation for which the stipulated civil penalty is paid.

21. Reservation of Rights

The Department reserves the right to require additional measures to achieve compliance with applicable law. Sky Haven/SRP reserves the right to challenge any action which the Department may take to require those measures.

22. Liability of Sky Haven/SRP

Sky Haven/SRP shall be liable for any violations of the Consent Order and Agreement, including those caused by, contributed to, or allowed by its officers, agents, employees, or contractors. Sky Haven/SRP also shall be liable for any violation of this Consent Order and Agreement caused by, contributed to, or allowed by its successors and assigns.

23. Transfer of Sites

a. The duties and obligations under this Consent Order and Agreement shall not be modified, diminished, terminated or otherwise altered by the transfer of any legal or equitable interest in the Troxell #1, Mitchell #1, Albert #1, Goss 1 Mine, Butler 1 Mine, Stoltz #1, Buhler/Strutt, McPherson #2, and Reed #1 or any part thereof.

b. If Sky Haven/SRP intends to transfer any legal or equitable interest in the Troxell #1, Mitchell #1, Albert #1, Goss 1 Mine, Butler 1 Mine, Stoltz #1, Buhler/Strutt, McPherson #2, and Reed #1 which is affected by this Consent Order and Agreement, Sky Haven/SRP shall serve a copy of this Consent Order and Agreement upon the prospective transferee of the legal and equitable interest at least thirty (30) days prior to the contemplated transfer and shall simultaneously inform the Director, District Mining Operations of such intent.

c. The Department in its sole discretion may agree to modify or terminate Sky Haven/SRP's duties and obligations under this Consent Order and Agreement upon transfer of the Troxell #1, Mitchell #1, Albert #1, Goss 1 Mine, Butler 1 Mine, Stoltz #1, Buhler/Strutt, McPherson #2, and Reed #1. Sky Haven/SRP waives any right that it may have to challenge the Department's decision in this regard.

24. Correspondence with Department

All correspondence with the Department concerning this Consent Order and Agreement shall be addressed to:

Michael W. Smith, District Mining Manager  
Department of Environmental Protection  
Moshannon District Mining Operations  
186 Enterprise Drive  
Philipsburg, PA 16866

25. Correspondence with Sky Haven/SRP

a. All correspondence with Sky Haven/SRP concerning this Consent Order and Agreement shall be addressed to:

Joseph A. Owens, President  
Sky Haven Coal, Inc.  
5510 State Park Road  
Penfield PA 15849

b. Sky Haven/SRP shall notify the Department whenever there is a change in the contact person's name, title, or address. Service of any notice or any legal process for any purpose under this Consent Order and Agreement, including its enforcement, may be made by mailing a copy by first class mail to the above address.

26. Force Majeure

a. In the event that Sky Haven/SRP is prevented from complying in a timely manner with any time limit imposed in this Consent Order and Agreement solely because of a strike, fire, flood, act of God, or other circumstances beyond Sky Haven/SRP's control and which Sky Haven/SRP, by the exercise of all reasonable diligence, is unable to prevent, then Sky Haven/SRP may petition the Department for an extension of time. An increase in the cost of performing the obligations set forth in this Consent Order and Agreement shall not constitute circumstances beyond Sky Haven/SRP's control. Sky Haven/SRP's economic inability to comply with any of the obligations of this Consent Order and Agreement shall not be grounds for any extension of time.

b. Sky Haven/SRP shall only be entitled to the benefits of this paragraph if it notifies the Department within ten (10) working days by telephone and within twenty (20) working days in writing of the date it becomes aware or reasonably should have become aware of the event impeding performance. The written submission shall include all necessary documentation, as well as a notarized affidavit from an authorized individual specifying the reasons for the delay,

the expected duration of the delay, and the efforts which have been made and are being made by Sky Haven/SRP to mitigate the effects of the event and to minimize the length of the delay. The initial written submission may be supplemented within ten (10) working days of its submission. Sky Haven/SRP's failure to comply with the requirements of this paragraph specifically and in a timely fashion shall render this paragraph null and of no effect as to the particular incident involved.

c. The Department will decide whether to grant all or part of the extension requested on the basis of all documentation submitted by Sky Haven/SRP and other information available to the Department. In any subsequent litigation, Sky Haven/SRP shall have the burden of proving that the Department's refusal to grant the requested extension was an abuse of discretion based upon the information then available to it.

27. Severability

The paragraphs of this Consent Order and Agreement shall be severable and should any part hereof be declared invalid or unenforceable, the remainder shall continue in full force and effect between the parties.

28. Entire Agreement

This Consent Order and Agreement shall constitute the entire integrated agreement of the parties. No prior or contemporaneous communications or prior drafts shall be relevant or admissible for purposes of determining the meaning or extent of any provisions herein in any litigation or any other proceeding.

29. Attorney Fees

The parties shall bear their respective attorney fees, expenses and other costs in the prosecution or defense of this matter or any related matters, arising prior to execution of this Consent Order and Agreement.



30. Modifications

Except as provided in Paragraph 10.c.ix, no changes, additions, modifications, or amendments of this Consent Order and Agreement shall be effective unless they are set out in writing and signed by the parties hereto.

31. Titles

A title used at the beginning of any paragraph of this Consent Order and Agreement may be used to aid in the construction of that paragraph, but: shall not be treated as controlling.

32. Decisions under Consent Order

Except for decisions of the Department under Paragraphs 4 through 14, any decision which the Department makes under the provisions of this Consent Order and Agreement is intended to be neither a final action under 25 Pa. Code § 1021.2, nor an adjudication under 2 Pa. C.S. § 101. Any objection which Sky Haven/SRP may have to decisions other than those under Paragraphs 4 through 14 will be preserved until the Department enforces this Consent Order and Agreement.

33. Successors

This Consent Order and Agreement shall be fully and completely binding upon any successor of Sky Haven/SRP. For purposes of this Paragraph, successor shall mean any corporation or entity: 1) Sky Haven/SRP consolidates with or merges into or permits to merge with it and Sky Haven/SRP is not the surviving corporation or entity; or 2) which acquires, by purchase or otherwise, all or substantially all of Sky Haven/SRP's properties or assets which include, but is not limited to, voting stock of Sky Haven/SRP. Successor does not include any corporation or other entity to which Sky Haven/SRP transfers or assigns all or substantially all of its financial or non-financial liabilities.

Sky Haven/SRP shall notify the Department, without delay, of any successor as defined herein and shall provide such successor with a copy of this Consent Order and Agreement.


34. Counterpart Signatures

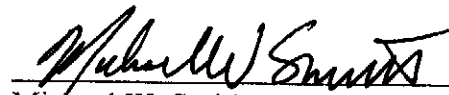
The parties agree to execute this Consent Order and Agreement by counterpart signatures transmitted via facsimile.

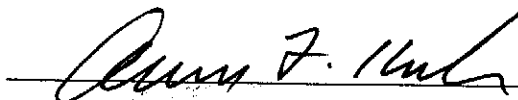
IN WITNESS WHEREOF, the parties hereto have caused this Consent Order and Agreement to be executed by their duly authorized representatives. The undersigned representatives of Sky Haven/SRP certify under penalty of law, as provided by 18 Pa. C.S. § 4904, that they are authorized to execute this Consent Order and Agreement on behalf of Sky Haven/SRP; that Sky Haven/SRP consents to the entry of this Consent Order and Agreement as a final ORDER of the Department; and that Sky Haven/SRP hereby knowingly waives its rights to appeal this Consent Order and Agreement and to challenge its content or validity, which rights may be available under Section 4 of the Environmental Hearing Board Act, the Act of July 13, 1988, P.L. 530, No. 1988-94, 35 P.S. § 7514; the Administrative Agency Law, 2 Pa. C.S. § 103(a) and Chapters 5A and 7A; or any other provision of law. Signature by Sky Haven/SRP's attorney certifies only that the agreement has been signed after consulting with counsel.

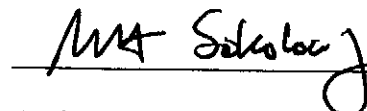
FOR SKY HAVEN COAL, INC.  
SRP COAL COMPANY, INC.

FOR THE COMMONWEALTH OF  
PENNSYLVANIA, DEPARTMENT OF  
ENVIRONMENTAL PROTECTION:

  
\_\_\_\_\_  
Joseph A. Owens  
President

  
\_\_\_\_\_  
Michael W. Smith  
District Mining Manager

  
\_\_\_\_\_  
Attorney for Sky Haven/SRP  
(Corporate seal)

  
\_\_\_\_\_  
Assistant Counsel

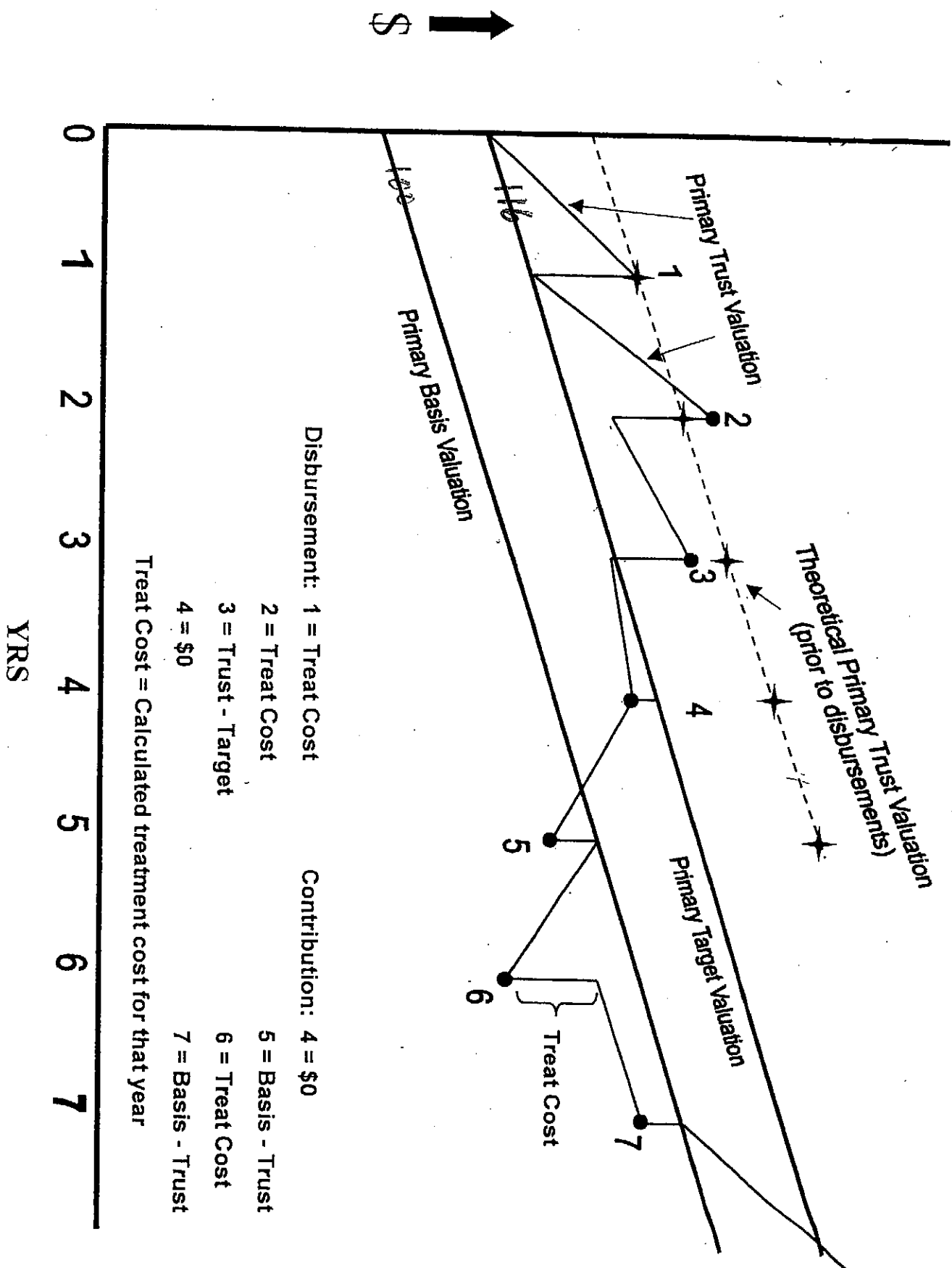


Exhibit B

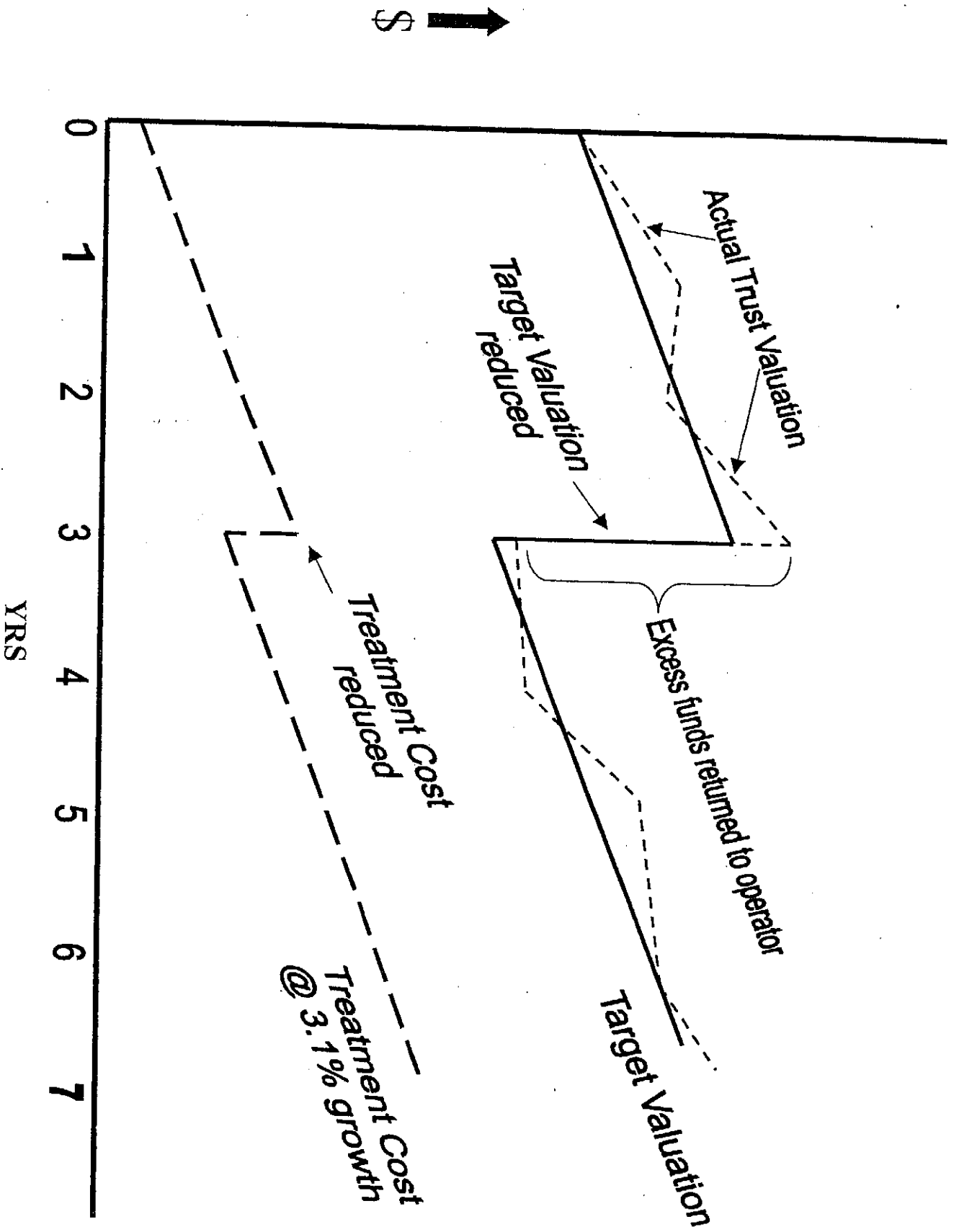


Exhibit C

Company Name Sky Haven Coal Inc.

Project SKY HAVEN

Printed on 03/09/2006

Site Name Troxell #1

## Exhibit D



Life of Trust Fund 75 yrs  
 Inflation Rate 3.10 %  
 Return Rate 8.43 %

# AMD TREAT RECAPITIALIZATION COST

AMDTREAT

Year	Trust Fund Growth Fund Before Payout	Trust Fund Growth Fund After Payout	Payout Schedule	Year	Trust Fund Growth Fund Before Payout	Trust Fund Growth Fund After Payout	Payout Schedule
	7,537	7,537	Initial Fund Amount				
1	8,172	8,172	0	51	24,997	24,997	0
2	8,861	8,861	0	52	27,104	27,104	0
3	9,608	9,608	0	53	29,389	29,389	0
4	10,418	10,418	0	54	31,866	31,866	0
5	11,297	10,959	337	55	34,553	32,998	1,554
6	11,883	11,883	0	56	35,780	35,780	0
7	12,885	12,885	0	57	38,796	38,796	0
8	13,971	13,971	0	58	42,067	42,067	0
9	15,149	15,149	0	59	45,613	45,613	0
10	16,426	10,031	6,394	60	49,458	20,033	29,425
11	10,877	10,877	0	61	21,721	21,721	0
12	11,794	11,794	0	62	23,553	23,553	0
13	12,788	12,788	0	63	25,538	25,538	0
14	13,866	13,866	0	64	27,691	27,691	0
15	15,035	14,577	458	65	30,025	27,916	2,109
16	15,806	15,806	0	66	30,269	30,269	0
17	17,138	17,138	0	67	32,821	32,821	0
18	18,583	18,583	0	68	35,588	35,588	0
19	20,150	20,150	0	69	38,588	38,588	0
20	21,848	13,171	8,677	70	41,841	1,910	39,931
21	14,281	14,281	0	71	2,071	2,071	0
22	15,485	15,485	0	72	2,245	2,245	0
23	16,791	16,791	0	73	2,435	2,435	0
24	18,206	18,206	0	74	2,640	2,640	0
25	19,741	19,119	622	75	2,862	0	2,862
26	20,731	20,731	0	76	0	0	0
27	22,479	22,479	0	77	0	0	0
28	24,374	24,374	0	78	0	0	0
29	26,428	26,428	0	79	0	0	0
30	28,656	16,881	11,775	80	0	0	0
31	18,304	18,304	0	81	0	0	0
32	19,847	19,847	0	82	0	0	0
33	21,521	21,521	0	83	0	0	0
34	23,335	23,335	0	84	0	0	0
35	25,302	24,458	844	85	0	0	0
36	26,520	26,520	0	86	0	0	0
37	28,755	28,755	0	87	0	0	0
38	31,179	31,179	0	88	0	0	0
39	33,808	33,808	0	89	0	0	0
40	36,658	20,679	15,979	90	0	0	0
41	22,422	22,422	0	91	0	0	0
42	24,312	24,312	0	92	0	0	0
43	26,362	26,362	0	93	0	0	0
44	28,584	28,584	0	94	0	0	0
45	30,994	29,848	1,145	95	0	0	0
46	32,365	32,365	0	96	0	0	0
47	35,093	35,093	0	97	0	0	0
48	38,051	38,051	0	98	0	0	0
49	41,259	41,259	0	99	0	0	0
50	44,737	23,053	21,683	100	0	0	0

Company Name Sky Haven Coal Inc.

Project SKY HAVEN

Printed on 03/09/2006

## Exhibit E

Site Name Mitchell (North T)

Life of Trust Fund 75 yrs  
 Inflation Rate 3.10 %  
 Return Rate 8.43 %

# AMD TREAT RECAPITIALIZATION COST



				AMD TREAT			
Year	Trust Fund Growth Fund Before Payout	Trust Fund Growth Fund After Payout	Payout Schedule	Year	Trust Fund Growth Fund Before Payout	Trust Fund Growth Fund After Payout	Payout Schedule
	14,064	14,064	Initial Fund Amount				
1	15,250	15,250	0	51	51,106	51,106	0
2	16,535	16,535	0	52	55,414	55,414	0
3	17,929	17,929	0	53	60,085	60,085	0
4	19,441	19,441	0	54	65,151	65,151	0
5	21,080	16,571	4,508	55	70,643	49,897	20,746
6	17,968	17,968	0	56	54,103	54,103	0
7	19,483	19,483	0	57	58,664	58,664	0
8	21,126	21,126	0	58	63,610	63,610	0
9	22,906	22,906	0	59	68,972	68,972	0
10	24,838	18,788	6,049	60	74,786	46,947	27,839
11	20,372	20,372	0	61	50,905	50,905	0
12	22,089	22,089	0	62	55,196	55,196	0
13	23,951	23,951	0	63	59,849	59,849	0
14	25,970	25,970	0	64	64,894	64,894	0
15	28,160	22,042	6,117	65	70,365	42,212	28,152
16	23,900	23,900	0	66	45,770	45,770	0
17	25,915	25,915	0	67	49,629	49,629	0
18	28,100	28,100	0	68	53,813	53,813	0
19	30,469	30,469	0	69	58,349	58,349	0
20	33,037	24,828	8,209	70	63,268	25,489	37,778
21	26,921	26,921	0	71	27,638	27,638	0
22	29,190	29,190	0	72	29,968	29,968	0
23	31,651	31,651	0	73	32,494	32,494	0
24	34,319	34,319	0	74	35,233	35,233	0
25	37,212	28,910	8,301	75	38,204	0	38,204
26	31,348	31,348	0	76	0	0	0
27	33,990	33,990	0	77	0	0	0
28	36,856	36,856	0	78	0	0	0
29	39,963	39,963	0	79	0	0	0
30	43,332	32,191	11,140	80	0	0	0
31	34,905	34,905	0	81	0	0	0
32	37,847	37,847	0	82	0	0	0
33	41,038	41,038	0	83	0	0	0
34	44,498	44,498	0	84	0	0	0
35	48,249	36,983	11,265	85	0	0	0
36	40,101	40,101	0	86	0	0	0
37	43,481	43,481	0	87	0	0	0
38	47,147	47,147	0	88	0	0	0
39	51,121	51,121	0	89	0	0	0
40	55,431	40,313	15,117	90	0	0	0
41	43,711	43,711	0	91	0	0	0
42	47,396	47,396	0	92	0	0	0
43	51,392	51,392	0	93	0	0	0
44	55,724	55,724	0	94	0	0	0
45	60,422	45,134	15,288	95	0	0	0
46	48,939	48,939	0	96	0	0	0
47	53,064	53,064	0	97	0	0	0
48	57,538	57,538	0	98	0	0	0
49	62,388	62,388	0	99	0	0	0
50	67,648	47,132	20,515	100	0	0	0

Company Name Sky Haven Coal Inc.

Project SKY HAVEN

Printed on 03/09/2006

## Exhibit F

Site Name Mitchell South T

Life of Trust Fund 75 yrs  
 Inflation Rate 3.10 %  
 Return Rate 8.43 %

# AMD TREAT RECAPITIALIZATION COST



				AMD TREAT			
Year	Trust Fund Growth Fund Before Payout	Trust Fund Growth Fund After Payout	Payout Schedule	Year	Trust Fund Growth Fund Before Payout	Trust Fund Growth Fund After Payout	Payout Schedule
	36,714	36,714	Initial Fund Amount				
1	39,808	39,808	0	51	124,942	124,942	0
2	43,164	43,164	0	52	135,475	135,475	0
3	46,803	46,803	0	53	146,895	146,895	0
4	50,748	50,748	0	54	159,279	159,279	0
5	55,026	50,612	4,413	55	172,706	152,394	20,311
6	54,879	54,879	0	56	165,241	165,241	0
7	59,505	59,505	0	57	179,170	179,170	0
8	64,522	64,522	0	58	194,275	194,275	0
9	69,961	69,961	0	59	210,652	210,652	0
10	75,859	48,912	26,946	60	228,410	104,407	124,003
11	53,036	53,036	0	61	113,208	113,208	0
12	57,507	57,507	0	62	122,752	122,752	0
13	62,354	62,354	0	63	133,100	133,100	0
14	67,611	67,611	0	64	144,320	144,320	0
15	73,311	67,321	5,989	65	156,486	128,922	27,563
16	72,996	72,996	0	66	139,791	139,791	0
17	79,150	79,150	0	67	151,575	151,575	0
18	85,822	85,822	0	68	164,353	164,353	0
19	93,057	93,057	0	69	178,208	178,208	0
20	100,902	64,335	36,566	70	193,231	24,956	168,275
21	69,758	69,758	0	71	27,059	27,059	0
22	75,639	75,639	0	72	29,341	29,341	0
23	82,015	82,015	0	73	31,814	31,814	0
24	88,929	88,929	0	74	34,496	34,496	0
25	96,426	88,298	8,128	75	37,404	-0	37,404
26	95,742	95,742	0	76	0	0	0
27	103,813	103,813	0	77	0	0	0
28	112,564	112,564	0	78	0	0	0
29	122,053	122,053	0	79	0	0	0
30	132,343	82,721	49,621	80	0	0	0
31	89,694	89,694	0	81	0	0	0
32	97,255	97,255	0	82	0	0	0
33	105,454	105,454	0	83	0	0	0
34	114,344	114,344	0	84	0	0	0
35	123,983	112,953	11,030	85	0	0	0
36	122,475	122,475	0	86	0	0	0
37	132,799	132,799	0	87	0	0	0
38	143,995	143,995	0	88	0	0	0
39	156,133	156,133	0	89	0	0	0
40	169,295	101,957	67,338	90	0	0	0
41	110,552	110,552	0	91	0	0	0
42	119,872	119,872	0	92	0	0	0
43	129,977	129,977	0	93	0	0	0
44	140,934	140,934	0	94	0	0	0
45	152,815	137,847	14,968	95	0	0	0
46	149,468	149,468	0	96	0	0	0
47	162,068	162,068	0	97	0	0	0
48	175,730	175,730	0	98	0	0	0
49	190,544	190,544	0	99	0	0	0
50	206,607	115,228	91,379	100	0	0	0

Company Name Sky Haven Coal Inc.

Project SKY HAVEN

Printed on 03/09/2006

Site Name Albert #1

## Exhibit G



Life of Trust Fund 75 yrs  
 Inflation Rate 3.10 %  
 Return Rate 8.43 %

# AMD TREAT RECAPITIALIZATION COST

AMD TREAT

Year	Trust Fund Growth Fund Before Payout	Trust Fund Growth Fund After Payout	Payout Schedule	Year	Trust Fund Growth Fund Before Payout	Trust Fund Growth Fund After Payout	Payout Schedule
	60,235	60,235	Initial Fund Amount				
1	65,312	65,312	0	51	219,627	219,627	0
2	70,818	70,818	0	52	238,142	238,142	0
3	76,788	76,788	0	53	258,217	258,217	0
4	83,262	83,262	0	54	279,985	279,985	0
5	90,281	70,321	19,959	55	303,587	211,736	91,851
6	76,249	76,249	0	56	229,586	229,586	0
7	82,677	82,677	0	57	248,940	248,940	0
8	89,647	89,647	0	58	269,925	269,925	0
9	97,204	97,204	0	59	292,680	292,680	0
10	105,398	80,478	24,920	60	317,353	202,673	114,679
11	87,262	87,262	0	61	219,758	219,758	0
12	94,618	94,618	0	62	238,284	238,284	0
13	102,595	102,595	0	63	258,372	258,372	0
14	111,244	111,244	0	64	280,152	280,152	0
15	120,622	93,536	27,085	65	303,769	179,125	124,644
16	101,421	101,421	0	66	194,225	194,225	0
17	109,971	109,971	0	67	210,599	210,599	0
18	119,241	119,241	0	68	228,352	228,352	0
19	129,294	129,294	0	69	247,602	247,602	0
20	140,193	106,376	33,817	70	268,475	112,852	155,623
21	115,343	115,343	0	71	122,366	122,366	0
22	125,067	125,067	0	72	132,681	132,681	0
23	135,610	135,610	0	73	143,866	143,866	0
24	147,042	147,042	0	74	155,994	155,994	0
25	159,437	122,682	36,755	75	169,144	0	169,144
26	133,024	133,024	0	76	0	0	0
27	144,238	144,238	0	77	0	0	0
28	156,397	156,397	0	78	0	0	0
29	169,581	169,581	0	79	0	0	0
30	183,877	137,986	45,890	80	0	0	0
31	149,618	149,618	0	81	0	0	0
32	162,231	162,231	0	82	0	0	0
33	175,907	175,907	0	83	0	0	0
34	190,736	190,736	0	84	0	0	0
35	206,815	156,937	49,878	85	0	0	0
36	170,167	170,167	0	86	0	0	0
37	184,512	184,512	0	87	0	0	0
38	200,066	200,066	0	88	0	0	0
39	216,932	216,932	0	89	0	0	0
40	235,219	172,944	62,275	90	0	0	0
41	187,523	187,523	0	91	0	0	0
42	203,332	203,332	0	92	0	0	0
43	220,472	220,472	0	93	0	0	0
44	239,058	239,058	0	94	0	0	0
45	259,211	191,525	67,685	95	0	0	0
46	207,671	207,671	0	96	0	0	0
47	225,177	225,177	0	97	0	0	0
48	244,160	244,160	0	98	0	0	0
49	264,743	264,743	0	99	0	0	0
50	287,060	202,552	84,508	100	0	0	0



Project SKY HAVEN

## Exhibit H

Site Name GOSS #1

Life of Trust Fund	75	yr
Inflation Rate	3.10	%
Return Rate	8.43	%

AMD TREAT  
RECAPITIALIZATION COST

AMDTREAT

Year	Trust Fund Growth Fund Before Payout	Trust Fund Growth Fund After Payout	Payout Schedule	Year	Trust Fund Growth Fund Before Payout	Trust Fund Growth Fund After Payout	Payout Schedule
	63,115	63,115	Initial Fund Amount				
1	68,436	68,436	0	51	206,059	206,059	0
2	74,205	74,205	0	52	223,430	223,430	0
3	80,460	80,460	0	53	242,265	242,265	0
4	87,243	87,243	0	54	262,688	262,688	0
5	94,598	94,598	0	55	284,833	284,833	0
6	102,572	102,572	0	56	308,844	308,844	0
7	111,219	111,219	0	57	334,880	334,880	0
8	120,595	120,595	0	58	363,110	363,110	0
9	130,761	130,761	0	59	393,721	393,721	0
10	141,784	83,951	57,833	60	426,911	160,770	266,141
11	91,028	91,028	0	61	174,322	174,322	0
12	98,702	98,702	0	62	189,018	189,018	0
13	107,022	107,022	0	63	204,952	204,952	0
14	116,044	116,044	0	64	222,230	222,230	0
15	125,827	125,827	0	65	240,964	240,964	0
16	136,434	136,434	0	66	261,277	261,277	0
17	147,936	147,936	0	67	283,303	283,303	0
18	160,407	160,407	0	68	307,185	307,185	0
19	173,929	173,929	0	69	333,081	333,081	0
20	188,591	110,110	78,481	70	361,159	-0	361,159
21	119,392	119,392	0	71	-0	-0	0
22	129,457	129,457	0	72	-0	-0	0
23	140,370	140,370	0	73	-0	-0	0
24	152,204	152,204	0	74	-0	-0	0
25	165,034	165,034	0	75	-0	-0	0
26	178,947	178,947	0	76	0	0	0
27	194,032	194,032	0	77	0	0	0
28	210,389	210,389	0	78	0	0	0
29	228,125	228,125	0	79	0	0	0
30	247,356	140,855	106,500	80	0	0	0
31	152,729	152,729	0	81	0	0	0
32	165,604	165,604	0	82	0	0	0
33	179,565	179,565	0	83	0	0	0
34	194,702	194,702	0	84	0	0	0
35	211,115	211,115	0	85	0	0	0
36	228,913	228,913	0	86	0	0	0
37	248,210	248,210	0	87	0	0	0
38	269,134	269,134	0	88	0	0	0
39	291,822	291,822	0	89	0	0	0
40	316,423	171,899	144,523	90	0	0	0
41	186,390	186,390	0	91	0	0	0
42	202,103	202,103	0	92	0	0	0
43	219,140	219,140	0	93	0	0	0
44	237,614	237,614	0	94	0	0	0
45	257,644	257,644	0	95	0	0	0
46	279,364	279,364	0	96	0	0	0
47	302,914	302,914	0	97	0	0	0
48	328,450	328,450	0	98	0	0	0
49	356,138	356,138	0	99	0	0	0
50	386,161	190,039	196,122	100	0	0	0

Company Name Sky Haven Coal Inc.

Project SKY HAVEN

Site Name Butler #1

## Exhibit I

Printed on 03/09/2006



Life of Trust Fund	75	yr
Inflation Rate	3.10	%
Return Rate	8.43	%

AMD TREAT  
RECAPITIALIZATION COST

AMD TREAT

Year	Trust Fund Growth Fund Before Payout	Trust Fund Growth Fund After Payout	Payout Schedule	Year	Trust Fund Growth Fund Before Payout	Trust Fund Growth Fund After Payout	Payout Schedule
	9,388	9,388	Initial Fund Amount				
1	10,179	10,179	0	51	33,763	33,763	0
2	11,037	11,037	0	52	36,610	36,610	0
3	11,968	11,968	0	53	39,696	39,696	0
4	12,977	12,977	0	54	43,042	43,042	0
5	14,071	11,366	2,704	55	46,671	34,223	12,447
6	12,324	12,324	0	56	37,108	37,108	0
7	13,363	13,363	0	57	40,237	40,237	0
8	14,490	14,490	0	58	43,629	43,629	0
9	15,711	15,711	0	59	47,307	47,307	0
10	17,035	12,536	4,499	60	51,295	30,587	20,707
11	13,592	13,592	0	61	33,165	33,165	0
12	14,738	14,738	0	62	35,961	35,961	0
13	15,981	15,981	0	63	38,993	38,993	0
14	17,328	17,328	0	64	42,280	42,280	0
15	18,789	15,118	3,670	65	45,844	28,952	16,891
16	16,393	16,393	0	66	31,393	31,393	0
17	17,775	17,775	0	67	34,039	34,039	0
18	19,273	19,273	0	68	36,909	36,909	0
19	20,898	20,898	0	69	40,020	40,020	0
20	22,660	16,553	6,106	70	43,394	15,293	28,100
21	17,949	17,949	0	71	16,583	16,583	0
22	19,462	19,462	0	72	17,980	17,980	0
23	21,102	21,102	0	73	19,496	19,496	0
24	22,881	22,881	0	74	21,140	21,140	0
25	24,810	19,829	4,981	75	22,922	-0	22,922
26	21,501	21,501	0	76	0	0	0
27	23,313	23,313	0	77	0	0	0
28	25,279	25,279	0	78	0	0	0
29	27,410	27,410	0	79	0	0	0
30	29,720	21,434	8,286	80	0	0	0
31	23,241	23,241	0	81	0	0	0
32	25,200	25,200	0	82	0	0	0
33	27,324	27,324	0	83	0	0	0
34	29,628	29,628	0	84	0	0	0
35	32,125	25,366	6,759	85	0	0	0
36	27,504	27,504	0	86	0	0	0
37	29,823	29,823	0	87	0	0	0
38	32,337	32,337	0	88	0	0	0
39	35,063	35,063	0	89	0	0	0
40	38,019	26,774	11,245	90	0	0	0
41	29,031	29,031	0	91	0	0	0
42	31,478	31,478	0	92	0	0	0
43	34,132	34,132	0	93	0	0	0
44	37,009	37,009	0	94	0	0	0
45	40,129	30,957	9,172	95	0	0	0
46	33,566	33,566	0	96	0	0	0
47	36,396	36,396	0	97	0	0	0
48	39,464	39,464	0	98	0	0	0
49	42,791	42,791	0	99	0	0	0
50	46,398	31,138	15,259	100	0	0	0

Project SKY HAVEN

## Exhibit J

Site Name Stoltz #1

Life of Trust Fund 75 yrs  
 Inflation Rate 3.10 %  
 Return Rate 8.43 %

# AMD TREAT RECAPITIALIZATION COST



AMDTREAT

Year	Trust Fund Growth Fund Before Payout	Trust Fund Growth Fund After Payout	Payout Schedule	Year	Trust Fund Growth Fund Before Payout	Trust Fund Growth Fund After Payout	Payout Schedule
	6,472	6,472	Initial Fund Amount				
1	7,017	7,017	0	51	25,946	25,946	0
2	7,608	7,608	0	52	28,133	28,133	0
3	8,250	8,250	0	53	30,505	30,505	0
4	8,945	8,945	0	54	33,076	33,076	0
5	9,699	9,699	0	55	35,865	35,865	0
6	10,517	10,517	0	56	38,888	38,888	0
7	11,404	11,404	0	57	42,167	42,167	0
8	12,365	12,365	0	58	45,721	45,721	0
9	13,407	13,407	0	59	49,576	49,576	0
10	14,538	10,985	3,552	60	53,755	18,671	35,083
11	11,911	11,911	0	61	20,245	20,245	0
12	12,915	12,915	0	62	21,952	21,952	0
13	14,004	14,004	0	63	23,803	23,803	0
14	15,185	15,185	0	64	25,809	25,809	0
15	16,465	11,722	4,742	65	27,985	27,985	0
16	12,710	12,710	0	66	30,344	30,344	0
17	13,782	13,782	0	67	32,902	32,902	0
18	14,944	14,944	0	68	35,676	35,676	0
19	16,204	16,204	0	69	38,684	38,684	0
20	17,570	12,749	4,821	70	41,945	19,759	22,185
21	13,823	13,823	0	71	21,425	21,425	0
22	14,989	14,989	0	72	23,231	23,231	0
23	16,252	16,252	0	73	25,189	25,189	0
24	17,622	17,622	0	74	27,313	27,313	0
25	19,108	19,108	0	75	29,615	-0	29,615
26	20,719	20,719	0	76	0	0	0
27	22,466	22,466	0	77	0	0	0
28	24,359	24,359	0	78	0	0	0
29	26,413	26,413	0	79	0	0	0
30	28,640	14,600	14,039	80	0	0	0
31	15,831	15,831	0	81	0	0	0
32	17,166	17,166	0	82	0	0	0
33	18,613	18,613	0	83	0	0	0
34	20,182	20,182	0	84	0	0	0
35	21,884	21,884	0	85	0	0	0
36	23,728	23,728	0	86	0	0	0
37	25,729	25,729	0	87	0	0	0
38	27,898	27,898	0	88	0	0	0
39	30,250	30,250	0	89	0	0	0
40	32,800	23,922	8,878	90	0	0	0
41	25,938	25,938	0	91	0	0	0
42	28,125	28,125	0	92	0	0	0
43	30,496	30,496	0	93	0	0	0
44	33,067	33,067	0	94	0	0	0
45	35,854	24,003	11,851	95	0	0	0
46	26,027	26,027	0	96	0	0	0
47	28,221	28,221	0	97	0	0	0
48	30,600	30,600	0	98	0	0	0
49	33,179	33,179	0	99	0	0	0
50	35,976	23,929	12,047	100	0	0	0

Company Name Sky Haven

Project 4673SM15

Site Name BS1

## Exhibit K

Printed on 03/10/2006

Inflation Rate 3.10 %

Return Rate 8.43 %

AMD TREAT  
RECAPITIALIZATION COST

Year	Trust Fund Growth Fund Before Payout	Trust Fund Growth Fund After Payout	Payout Schedule	Year	Trust Fund Growth Fund Before Payout	Trust Fund Growth Fund After Payout	Payout Schedule
	12,402	12,402	Initial Fund Amount				
1	14,580	13,447	0	40	81,055	31,263	49,792
2	14,580	14,580	0	41	33,898	33,898	0
3	15,810	15,810	0	42	36,756	36,756	0
4	17,142	17,142	0	43	39,855	39,855	0
5	18,588	18,588	0	44	43,214	43,214	0
6	20,155	20,155	0	45	46,858	46,858	0
7	21,854	21,854	0	46	50,808	50,808	0
8	23,696	23,696	0	47	55,091	55,091	0
9	25,694	25,694	0	48	59,735	59,735	0
10	27,860	21,505	6,354	49	64,771	64,771	0
11	23,318	23,318	0	50	70,231	48,680	21,550
12	25,283	25,283	0	51	52,784	52,784	0
13	27,415	27,415	0	52	57,234	57,234	0
14	29,726	29,726	0	53	62,059	62,059	0
15	32,232	32,232	0	54	67,290	67,290	0
16	34,949	34,949	0	55	72,963	72,963	0
17	37,895	37,895	0	56	79,114	79,114	0
18	41,090	41,090	0	57	85,783	85,783	0
19	44,554	44,554	0	58	93,015	93,015	0
20	48,310	21,271	27,038	59	100,856	100,856	0
21	23,064	23,064	0	60	109,358	17,665	91,692
22	25,008	25,008	0	61	19,155	19,155	0
23	27,116	27,116	0	62	20,769	20,769	0
24	29,402	29,402	0	63	22,520	22,520	0
25	31,881	31,881	0	64	24,419	24,419	0
26	34,569	34,569	0	65	26,477	26,477	0
27	37,483	37,483	0	66	28,710	28,710	0
28	40,643	40,643	0	67	31,130	31,130	0
29	44,069	44,069	0	68	33,754	33,754	0
30	47,784	36,081	11,702	69	36,600	36,600	0
31	39,123	39,123	0	70	39,685	0	39,685
32	42,421	42,421	0	71	0	0	0
33	45,997	45,997	0	72	0	0	0
34	49,875	49,875	0	73	0	0	0
35	54,079	54,079	0	74	0	0	0
36	58,638	58,638	0	75	0	0	0
37	63,582	63,582	0				
38	68,942	68,942	0				
39	74,753	74,753	0				

Company Name Sky Haven Coal Inc.

Project SKY HAVEN

Site Name McPherson #2

Printed on 03/09/2006

## Exhibit L



Life of Trust Fund 75 yrs  
 Inflation Rate 3.10 %  
 Return Rate 8.43 %

# AMD TREAT RECAPITIALIZATION COST

AMDTREAT

Year	Trust Fund Growth Fund Before Payout	Trust Fund Growth Fund After Payout	Payout Schedule	Year	Trust Fund Growth Fund Before Payout	Trust Fund Growth Fund After Payout	Payout Schedule
	3,821	3,821	Initial Fund Amount				
1	4,142	4,142	0	51	12,474	12,474	0
2	4,492	4,492	0	52	13,525	13,525	0
3	4,870	4,870	0	53	14,666	14,666	0
4	5,281	5,281	0	54	15,902	15,902	0
5	5,726	5,726	0	55	17,243	17,243	0
6	6,209	6,209	0	56	18,696	18,696	0
7	6,732	6,732	0	57	20,272	20,272	0
8	7,300	7,300	0	58	21,981	21,981	0
9	7,916	7,916	0	59	23,835	23,835	0
10	8,583	5,082	3,501	60	25,844	9,732	16,111
11	5,510	5,510	0	61	10,553	10,553	0
12	5,975	5,975	0	62	11,442	11,442	0
13	6,478	6,478	0	63	12,407	12,407	0
14	7,025	7,025	0	64	13,453	13,453	0
15	7,617	7,617	0	65	14,587	14,587	0
16	8,259	8,259	0	66	15,817	15,817	0
17	8,955	8,955	0	67	17,150	17,150	0
18	9,710	9,710	0	68	18,596	18,596	0
19	10,529	10,529	0	69	20,163	20,163	0
20	11,416	6,665	4,751	70	21,863	-0	21,863
21	7,227	7,227	0	71	-0	-0	0
22	7,837	7,837	0	72	-0	-0	0
23	8,497	8,497	0	73	-0	-0	0
24	9,214	9,214	0	74	-0	-0	0
25	9,990	9,990	0	75	-0	-0	0
26	10,833	10,833	0	76	0	0	0
27	11,746	11,746	0	77	0	0	0
28	12,736	12,736	0	78	0	0	0
29	13,810	13,810	0	79	0	0	0
30	14,974	8,527	6,447	80	0	0	0
31	9,245	9,245	0	81	0	0	0
32	10,025	10,025	0	82	0	0	0
33	10,870	10,870	0	83	0	0	0
34	11,786	11,786	0	84	0	0	0
35	12,780	12,780	0	85	0	0	0
36	13,857	13,857	0	86	0	0	0
37	15,026	15,026	0	87	0	0	0
38	16,292	16,292	0	88	0	0	0
39	17,666	17,666	0	89	0	0	0
40	19,155	10,406	8,749	90	0	0	0
41	11,283	11,283	0	91	0	0	0
42	12,234	12,234	0	92	0	0	0
43	13,266	13,266	0	93	0	0	0
44	14,384	14,384	0	94	0	0	0
45	15,597	15,597	0	95	0	0	0
46	16,912	16,912	0	96	0	0	0
47	18,337	18,337	0	97	0	0	0
48	19,883	19,883	0	98	0	0	0
49	21,559	21,559	0	99	0	0	0
50	23,377	11,504	11,872	100	0	0	0

Project SKY HAVEN

Site Name Reed #1

## Exhibit M



Life of Trust Fund 75 yrs  
 Inflation Rate 3.10 %  
 Return Rate 8.43 %

# AMD TREAT RECAPITIALIZATION COST

AMD TREAT

Year	Trust Fund Growth Fund Before Payout	Trust Fund Growth Fund After Payout	Payout Schedule	Year	Trust Fund Growth Fund Before Payout	Trust Fund Growth Fund After Payout	Payout Schedule
	4,689	4,689	Initial Fund Amount				
1	5,084	5,084	0	51	16,607	16,607	0
2	5,513	5,513	0	52	18,007	18,007	0
3	5,977	5,977	0	53	19,525	19,525	0
4	6,481	6,481	0	54	21,171	21,171	0
5	7,028	5,900	1,127	55	22,956	17,766	5,189
6	6,398	6,398	0	56	19,264	19,264	0
7	6,937	6,937	0	57	20,888	20,888	0
8	7,522	7,522	0	58	22,649	22,649	0
9	8,156	8,156	0	59	24,558	24,558	0
10	8,844	6,257	2,586	60	26,629	14,726	11,902
11	6,785	6,785	0	61	15,967	15,967	0
12	7,357	7,357	0	62	17,314	17,314	0
13	7,977	7,977	0	63	18,773	18,773	0
14	8,649	8,649	0	64	20,356	20,356	0
15	9,378	7,848	1,530	65	22,072	15,030	7,041
16	8,510	8,510	0	66	16,297	16,297	0
17	9,227	9,227	0	67	17,671	17,671	0
18	10,005	10,005	0	68	19,161	19,161	0
19	10,849	10,849	0	69	20,776	20,776	0
20	11,763	8,253	3,509	70	22,527	6,375	16,152
21	8,949	8,949	0	71	6,913	6,913	0
22	9,703	9,703	0	72	7,495	7,495	0
23	10,522	10,522	0	73	8,127	8,127	0
24	11,409	11,409	0	74	8,813	8,813	0
25	12,370	10,294	2,076	75	9,555	-0	9,555
26	11,162	11,162	0	76	0	0	0
27	12,103	12,103	0	77	0	0	0
28	13,123	13,123	0	78	0	0	0
29	14,229	14,229	0	79	0	0	0
30	15,429	10,666	4,763	80	0	0	0
31	11,565	11,565	0	81	0	0	0
32	12,540	12,540	0	82	0	0	0
33	13,597	13,597	0	83	0	0	0
34	14,743	14,743	0	84	0	0	0
35	15,986	13,168	2,817	85	0	0	0
36	14,278	14,278	0	86	0	0	0
37	15,482	15,482	0	87	0	0	0
38	16,787	16,787	0	88	0	0	0
39	18,202	18,202	0	89	0	0	0
40	19,737	13,273	6,463	90	0	0	0
41	14,392	14,392	0	91	0	0	0
42	15,606	15,606	0	92	0	0	0
43	16,921	16,921	0	93	0	0	0
44	18,348	18,348	0	94	0	0	0
45	19,894	16,070	3,823	95	0	0	0
46	17,425	17,425	0	96	0	0	0
47	18,894	18,894	0	97	0	0	0
48	20,487	20,487	0	98	0	0	0
49	22,214	22,214	0	99	0	0	0
50	24,087	15,316	8,771	100	0	0	0

**SKY HAVEN COAL**  
**Amount required for full funding of Trust by Year**

Year	Amt w/ Buhler/Strutt access	Amt w/o Buhler/Strutt access
2006	\$2,269,628	\$2,241,628
2007	\$2,339,986	\$2,311,118
2008	\$2,412,526	\$2,382,763
2009	\$2,487,314	\$2,456,629
2010	\$2,564,421	\$2,532,784
2011	\$2,643,918	\$2,611,301
2012	\$2,725,880	\$2,692,251
2013	\$2,810,382	\$2,775,711
2014	\$2,897,504	\$2,861,758
2015	\$2,987,326	\$2,950,472
2016	\$3,079,933	\$3,041,937
2017	\$3,175,411	\$3,136,237
2018	\$3,273,849	\$3,233,460
2019	\$3,375,338	\$3,333,698
2020	\$3,479,974	\$3,437,042
Prepared		
12/29/2006		

**Exhibit N**

Sky Haven Bonds	Type of Bond	\$ \$	Company	TOTAL JOB \$	LYNDON	ACE	Travelers	Ins Co NA	Utica	Integra	Cash
Troxell #1	surety	\$ 90,000.00	Lyndon Prop Ins Co	\$ 90,000.00	\$ 90,000.00						
Mitchell #1	surety	\$ 42,522.00	ACE Prop & Casualty	\$ 42,522.00		\$ 42,522.00					
Albert #1	surety	\$242,000.00	Lyndon Prop Ins Co	\$242,000.00	\$242,000.00						
Goss 1 Mine	surety	\$318,700.00	Lyndon Prop Ins Co	\$318,700.00	\$318,700.00						
Buhler 1 Mine	surety	\$ 2,700.00	ACE Prop & Casualty			\$ 2,700.00					
"	surety	\$ 29,800.00	Travelers Indemnity Co				\$ 29,800.00				
"	surety	\$ 14,400.00	Travelers Indemnity Co				\$ 14,400.00				
"	surety	\$ 20,000.00	Travelers Indemnity Co				\$ 20,000.00				
"	cash/check	\$ 696.00		\$ 696.00							\$ 696.00
Stoltz#1	surety	\$ 14,490.00	Travelers Indemnity Co	\$ 14,490.00			\$ 14,490.00				
Buhler 1 Mine	surety	\$ 5,500.00	Ins Co of North America					\$ 5,500.00			
"	surety	\$ 7,820.00	Utica Mutual Ins Co						\$ 7,820.00		
"	surety	\$ 9,947.50	Utica Mutual Ins Co						\$ 9,947.50		
"	surety	\$ 4,100.00	Ins Co of North America					\$ 4,100.00			
"	surety	\$ 3,382.50	Travelers Indemnity Co				\$ 3,382.50				
"	surety	\$ 12,000.00	Travelers Indemnity Co				\$ 12,000.00				
"	surety	\$ 2,200.00	Travelers Indemnity Co	\$ 44,950.00			\$ 2,200.00				
Strutt 1 Mine	surety	\$ 3,910.00	Travelers Indemnity Co				\$ 3,910.00				
"	surety	\$ 20,000.00	Travelers Indemnity Co				\$ 20,000.00				
"	surety	\$ 26,600.00	Travelers Indemnity Co	\$ 50,510.00			\$ 26,600.00				
McPherson #2	surety	\$ 21,195.00	Ins Co of North America	\$ 21,195.00				\$ 21,195.00			
Reed #1	surety	\$ 98,600.00	ACE Prop & Casualty	\$ 98,600.00							
"	cert of dep	\$ 3,100.00	Integra Bank	\$ 3,100.00		\$ 98,600.00				\$ 3,100.00	
Total		\$ 993,663.00		\$ 993,663.00	\$ 650,700.00	\$ 143,822.00	\$ 146,782.50	\$ 30,795.00	\$ 17,767.50	\$ 3,100.00	\$ 696.00

## Exhibit O



**Sky Haven Coal Inc.**

**Treatment Trust Fund – Equipment List**

Troxell Operation	None
Stoltz Operation	Electric 2" submersible pump with controls Soda Ash Barrel
Mitchell Operation	None
Goss Operation	None
McPherson #2 Operation	None
Reed Operation	None
Buhler/Strutt Operation	3 Soda ash barrels
Albert Operation	6" Diesel pump 2" gasoline pump 600 l.f. 6" diameter discharge hose 30 l.f. 2" diameter discharge hose 500 gallon mixing tank Caterpillar 225 Excavator Fiat-Allis 745C Loader
Butler Operation	None

**Exhibit P**

**CONTRACTUAL CONSENT OF LANDOWNER  
(COAL)**

(I) (We), the undersigned, being the owner(s) of 3.93 acres of land located in Bradford Clearfield County, as (Township, Borough, City)

described in the deed(s) recorded in the Recorder of Deeds Office Book(s) and page(s) Vol. 1808, pg. 450  
and shown by crosshatched lines on the map attached hereto which is signed in the original by the landowner upon which  
Sky Haven Coal Inc.

proposes to engage in surface mining activities for which application for permit will be made to the Department of Environmental Protection and of which application this consent will be made a part, **DO HEREBY ACKNOWLEDGE THAT THE MINING OPERATOR HAS THE RIGHT TO ENTER UPON AND USE THE LAND FOR THE PURPOSES OF CONDUCTING SURFACE MINING ACTIVITIES.** Furthermore, (I) (We), the undersigned, do hereby irrevocably grant to the mining operator and to the Commonwealth of Pennsylvania, the right to enter upon the aforesaid land before beginning the mining activity(ies), during the mining activity(ies) and for a period of five (5) years after the completion or abandonment of the mining activity(ies) for the purposes of inspecting, studying, backfilling, planting and reclaiming the land and abating pollution in accordance with the provisions of the Surface Mining Conservation and Reclamation Act, The Clean Streams Law, and the Coal Refuse Disposal Act, as amended, rules and regulations promulgated thereunder, and the provisions of permit(s) issued to the Mining Operator. (I) (We) do hereby grant in addition to the Commonwealth, for the aforesaid period of time, a right of entry across any adjoining or contiguous lands owned by (us) (me) in order to have access to the land described herein. It is specifically agreed and understood that this contractual consent gives the Commonwealth the right to enter, inspect, study, backfill, plant and reclaim the land and abate pollution therefrom as a matter within the police power but does not obligate the Commonwealth to do so, and does not constitute any ownership interest by the Commonwealth in the aforesaid land.

This Consent shall not be construed to impair any contractual agreement between the Mine Operator and the landowner.

(INSERT ADDITIONAL PROVISIONS OR CROSS OUT)

This consent is restricted to water sampling, inspection and maintenance of the passive treatment system only.

In witness whereof and intending to legally bind (myself) (ourselves), (my) (our) heirs, successors and assigns, (I) (we) have hereunto set (my) (our) hand(s) and seal this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (year)

David C. Greene  
LANDOWNER

(Print Name

By: David C. Greene  
(Signature) \_\_\_\_\_ (Seal)

**Exhibit Q**  
**Troxell #1 – 17880103**

David C. Greene  
(Print Name)

By \_\_\_\_\_  
\_\_\_\_\_  
(Signature)  
  
\_\_\_\_\_  
(Print Name)

# ACKNOWLEDGEMENT OF INDIVIDUALS OR PARTNERS

## LANDOWNER

STATE OF Pennsylvania

COUNTY OF Clearfield

ss

On December 20, 2002, before me, the undersigned Notary, personally appeared

David C. Greene

(Name (s))

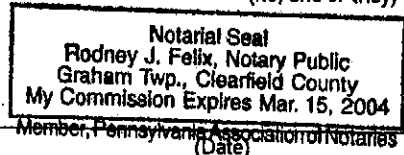
known to me (or satisfactorily proven) to be the person whose name is subscribed to this instrument, and who acknowledged that he (he, she or they) executed the same and desires it to be recorded.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

(SEAL)

Rodney J. Felix  
Notary Public

My Commission Expires:



## LANDOWNER

STATE OF

COUNTY OF

ss

On \_\_\_\_\_, before me, the undersigned Notary, personally appeared

(Name (s))

known to me (or satisfactorily proven) to be the person whose name is subscribed to this instrument, and who acknowledged that \_\_\_\_\_ (he, she or they) executed the same and desires it to be recorded.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

(SEAL)

Notary Public

My Commission Expires:

(Date)

# ACKNOWLEDGEMENT OF CORPORATIONS

## LANDOWNER

STATE OF

COUNTY OF

ss

On \_\_\_\_\_, before me, the undersigned Notary, personally appeared

who acknowledged (herself) (himself) to be the \_\_\_\_\_ of \_\_\_\_\_ (Title of Person)

(Name of Corporation)

corporation, and that (she) (he), as such officer, being authorized to do so, executed the foregoing instrument on behalf of the said corporation and desires that this instrument be recorded.

IN WITNESS WHEREOF, I have hereunder set my hand and official seal.

(SEAL)

Notary Public

My Commission Expires:

(Date)

This instrument has been recorded in

County, Pennsylvania, this 22nd day of December

2002 (year), at Book 2000

Page(s) 18860

(Signed) + (Print Name)

(Seal)

Karen L. Starck

My Commission Expires  
First Monday in January, 2004

KAREN L. STARCK  
REGISTER AND RECORDER  
CLEARFIELD COUNTY  
PENNSYLVANIA

INSTRUMENT NUMBER  
200018860

RECORDED ON  
DEC 22, 2000  
11:12:57 AM

RECORDING FEES - \$13.00  
REORDER  
COUNTY IMPROVEMENT FUND \$1.00  
REORDER  
IMPROVEMENT FUND \$1.00  
STATE MILE TAX \$0.50  
TOTAL \$15.50

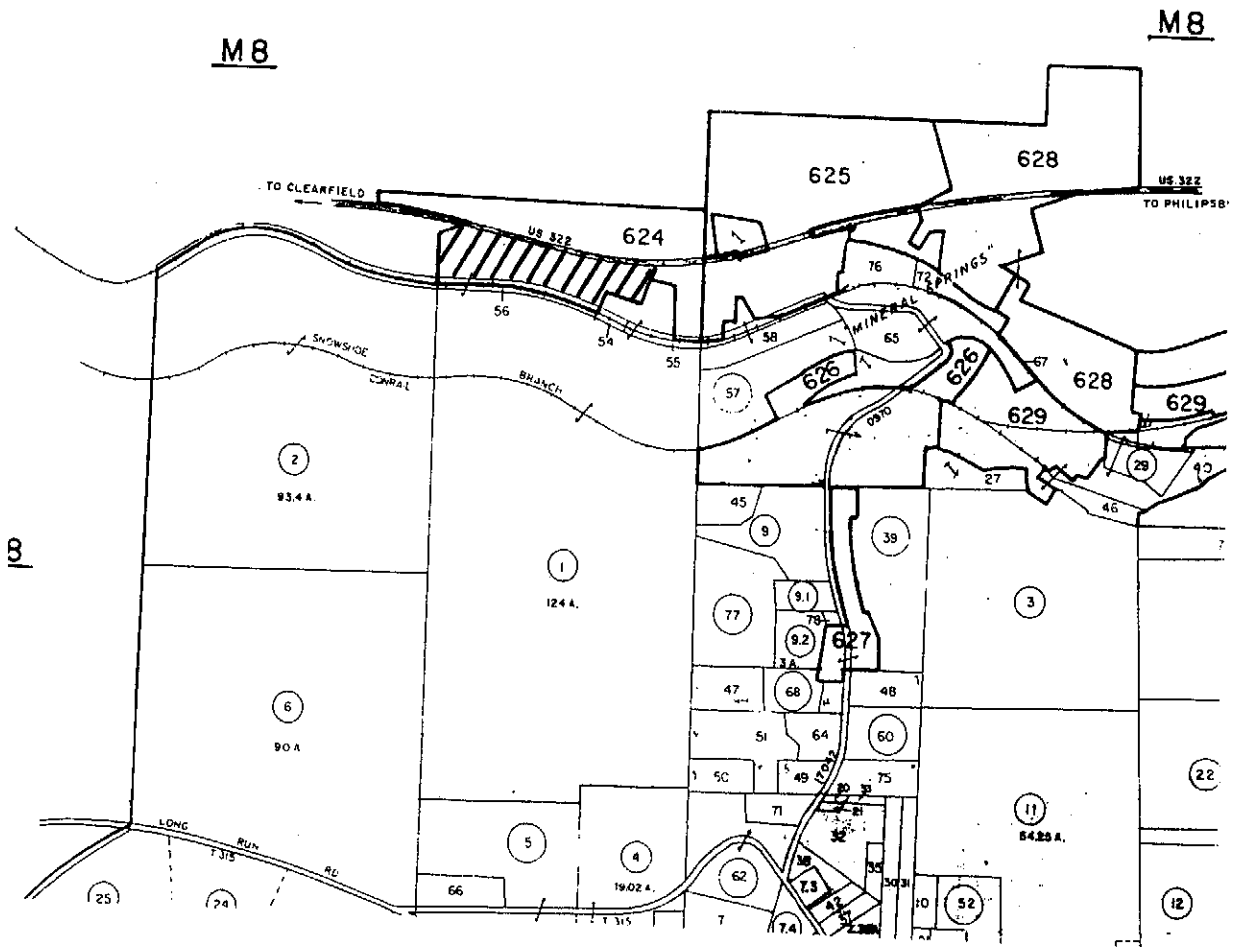
CUSTOMER

GEOTECH ENGINEERING

David C. Greene  
Landowner

By: David C. Greene  
David C. Greene

By:



100

**Figure 6**

10	11	12	13
9	8	7	6
5	4	3	2
16	15	14	1

[illegible]

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
BUREAU OF MINING AND RECLAMATION

*cc MCL  
orig. to SM*

## Consent to Lesser Water Supply Agreement

**Directions:** This form is to be used when consenting to a lesser supply and/or increased operation and maintenance costs and/or reduced access to or control over the replacement supply and/or increased maintenance. For wording in brackets [], underline the correct choice or choices and draw a line through the other choices. Draw a line through any other parts of this agreement that do not apply.

**Operator:**

Name: Sky Haven Coal Inc. Address: R.D. 1, Box 180, Penfield, PA 15849

**Water Supply Owner(s):** List everyone with an ownership interest in the water supply.

Name: David C. Greene Name: \_\_\_\_\_

Address: 109 Bonnie Court, Curwensville, PA 16833 Address: \_\_\_\_\_

1. The operator has [proposed to mine/mined] at the Troxell #1 mine in Bradford Township, Clearfield County, Permit [Application] No. 17880103.
2. The water supply for David C. Greene is a [~~spring/well~~ (if other, specify \_\_\_\_\_)] identified as sample point #3 in the permit application.
3. Representative water quality and quantity of the water supply is as follows (identify units of measure):
 

Date	Flow/yield	pH	alk	acid	Fe	Mn	Al	SO4	TSS	Other
<u>6/2/00</u>		<u>6.31 su</u>	<u>20 mg/l</u>	<u>8 mg/l</u>	<u>&lt;0.07 mg/l</u>	<u>&lt;0.05 mg/l</u>		<u>31 mg/l</u>		
4. The purpose served by the water supply is [~~domestic/agricultural/industrial~~ (if other, specify \_\_\_\_\_)]
5. (A) By signing this consent form, the landowner understands and acknowledges that the Surface Mining Conservation and Reclamation Act (the Act) and the rules and regulations of the Department require:
  - (i) That a surface mining operator replaces the landowner's water supply, if the operator's mining activities cause contamination, interruption, or a decrease of that water supply;
  - (ii) That the surface mining operator replace the affected water supply at the operator's expense;
  - (iii) That the replacement water supply be of adequate quantity and quality for the purposes served by the original water supply;
  - (iv) That the replacement water supply cannot require excessive maintenance;
  - (v) That the operator reimburse the landowner for all future increase in operation and maintenance costs for the replacement water supply that exceed the operation and maintenance costs of the affected water supply by more than \$60 per year and more than 15% of the cost to operate and maintain the original supply;
  - (vi) That the landowner's access to and control over the replacement water supply is equivalent to the access and control the landowner had over the affected water supply.
- (B) In signing this consent form, the landowner agrees to give up some or all of the rights identified below in paragraphs 6 through 12.
6. The operator has [~~proposed to replace/replaced~~] the water supply with a replacement water supply by connecting the Greene residence to the Pennsylvania-American Water Company public water supply.
7. The quality and quantity of the replacement water supply [will be/is] as follows (identify units of

measure): Not applicable (Public water system required to meet EPA drinking water standards continuously).

Date	Flow/yield	pH	alk	acid	Fe	Mn	Al	SO4	TSS	Other
------	------------	----	-----	------	----	----	----	-----	-----	-------

8. As necessary to achieve the quality listed in paragraph 7, treatment [will be/has been] provided by the operator as follows: Not applicable

9. Other provisions/agreements between operator and water supply owner (specify) Sky Haven agrees to pay for tap-on fee and all costs for plumbing, pipe, fittings, excavation and restoration associated with connecting the Greene residence to existig public water system. Sky Haven shall pay Greene a lump sum of \$5,000.00 to cover the excess maintenance cost.

10. The operator and the water supply owner(s) have agreed to a settlement for all future operation and maintenance costs of the replacement water supply which exceeds the operation and maintenance costs of the affected water supply by more than a *de minimis* amount.

11. The operator and the owner(s) of the water supply have agreed to a settlement for any reduction in access to or control over the replacement water supply the owner(s) has as compared to the access and control the owner(s) previously had over the affected water supply.

12. The operator and owner(s) of the water supply have agreed to a settlement for any excessive maintenance required for the replacement water supply.

13. The deed for the property, which the water supply is for, is recorded in Book No. 1688, Page No. 485 in Clearfield County.

14. This agreement shall be governed by, construed, interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania.

15. Any modification or amendment to the terms and provisions of this Agreement shall be valid and effective only if and when made in writing and duly executed on behalf of the parties hereto.

KAREN L. STARCK  
REGISTER AND RECORDER  
CLEARFIELD COUNTY  
Pennsylvania

INSTRUMENT NUMBER  
200018859

RECORDED ON  
DEC 22, 2000  
11:12:56 AM

RECORDING FEES - \$13.00

REORDER

COUNTY IMPROVEMENT \$1.00

FUND

REORDER \$1.00

IMPROVEMENT FUND

STATE WRIT TAX \$0.50

TOTAL \$15.50

CUSTOMER

GEOTECH ENGINEERING

BY THE WATER SUPPLY OWNERS (Please read carefully):

I am voluntarily and knowingly executing this agreement and I waive my full legal right to a replacement of a water supply of like [quantity and quality] as described above under paragraph 5 by agreeing to the terms of this waiver.

(Provide signatures of everyone with an ownership interest in the water supply.)

David C. Greene 12-20-00  
Name: David C. Greene Date: Name: Date

BY THE OPERATOR:

I hereby agree to provide a replacement supply in accordance with the terms of this agreement.

Joseph A. Owens 12/18/00  
Name: Joseph A. Owens Date: 12/18/00  
Title: Pres., Secr. & Treas.

CORPORATE SEAL

Name: Date:  
Title:

ACKNOWLEDGEMENT

STATE OF PENNSYLVANIA

COUNTY OF CLEARFIELD

On December 18, 2000, before me, the undersigned notary, personally appeared  
Joseph A. Owens

(Names)

known to me (or satisfactorily proven) to be the person whose name is subscribed to this instrument, and who acknowledged that he  
(he, she or they)  
executed the same and desires it to be recorded.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

(SEAL) Rodney J. Felix My Commission Expires: Mar. 15, 2004  
Notary Public Member, Pennsylvania Association of Notaries

STATE OF PENNSYLVANIA

COUNTY OF CLEARFIELD

On December 20, 2000, before me, the undersigned notary, personally appeared  
David C. Greene

(Names)

known to me (or satisfactorily proven) to be the person whose name is subscribed to this instrument, and who acknowledged that he  
(he, she or they)

executed the same and desires it to be recorded.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

(SEAL) Rodney J. Felix My Commission Expires: Mar. 15, 2004  
Notary Public Member, Pennsylvania Association of Notaries

This instrument has been recorded in Clearfield  
County, Pennsylvania, this 22nd day of December  
2000 (year), at Book 2.000 18859 Page(s) 1

Karen L. Starck  
(Signed) (Print Name)  
KAREN L. STARCK  
(Seal)

My Commission Expires  
First Monday in January, 2004



COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
BUREAU OF MINING AND RECLAMATION

APPL. NO. (Department Use Only)

**CONTRACTUAL CONSENT OF LANDOWNER  
(COAL)**

(I) (We), the undersigned, being the owner(s) of 82.71 acres of land  
located in Decatur Township, Clearfield County, as  
(Township, Borough, City)

described in the deed(s) recorded in the Recorder of Deeds Office Book(s) and page(s) Volume 1177, page 359  
and shown by crosshatched lines on the map attached hereto which is signed in the original by the landowner upon which  
Sky Haven Coal Inc.

(Name of Mining Operator)

proposes to engage in surface mining activities for which application for permit will be made to the Department of Environmental Protection and of which application this consent will be made a part, **DO HEREBY ACKNOWLEDGE THAT THE MINING OPERATOR HAS THE RIGHT TO ENTER UPON AND USE THE LAND FOR THE PURPOSES OF CONDUCTING SURFACE MINING ACTIVITIES.** Furthermore, (I) (We), the undersigned, do hereby irrevocably grant to the mining operator and to the Commonwealth of Pennsylvania, the right to enter upon the aforesaid land before beginning the mining activity(ies), during the mining activity(ies) and for a period of five (5) years after the completion or abandonment of the mining activity(ies) for the purposes of inspecting, studying, backfilling, planting and reclaiming the land and abating pollution in accordance with the provisions of the Surface Mining Conservation and Reclamation Act, The Clean Streams Law, and the Coal Refuse Disposal Act, as amended, rules and regulations promulgated thereunder, and the provisions of permit(s) issued to the Mining Operator. (I) (We) do hereby grant in addition to the Commonwealth, for the aforesaid period of time, a right of entry across any adjoining or contiguous lands owned by (us) (me) in order to have access to the land described herein. It is specifically agreed and understood that this contractual consent gives the Commonwealth the right to enter, inspect, study, backfill, plant and reclaim the land and abate pollution therefrom as a matter within the police power but does not obligate the Commonwealth to do so, and does not constitute any ownership interest by the Commonwealth in the aforesaid land.

This Consent shall not be construed to impair any contractual agreement between the Mine Operator and the landowner.

(INSERT ADDITIONAL PROVISIONS OR CROSS OUT) This consent is restricted to water sampling, inspection and maintenance of the passive treatment system only.

In witness whereof and intending to legally bind (myself) (ourselves), (my) (our) heirs, successors and assigns, (I) (we) have hereunto set (my) (our) hand(s) and seal this 14<sup>th</sup> day of August, 2006 (year)

David M. George  
LANDOWNER (Print Name)

By: David M. George  
(Signature) (Seal)

David M. George  
(Print Name)

By: \_\_\_\_\_  
(Signature)

**Exhibit Q**  
**Mitchell #1 - 17800124**

\_\_\_\_\_  
(Print Name)

# ACKNOWLEDGEMENT OF INDIVIDUALS OR PARTNERS

## LANDOWNER

STATE OF Pennsylvania

COUNTY OF Clearfield

SS

On August 14, 2006 before me, the undersigned Notary, personally appeared

David M. George

(Name (s))

known to me (or satisfactorily proven) to be the person whose name is subscribed to this instrument, and who acknowledged that he

executed the same and desires it to be recorded.

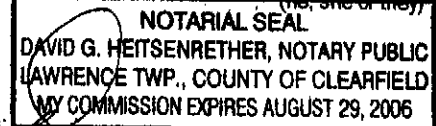
IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

(SEAL)

Notary Public

My Commission Expires:

(Date)



## LANDOWNER

STATE OF

COUNTY OF

SS

On \_\_\_\_\_, before me, the undersigned Notary, personally appeared

(Name (s))

known to me (or satisfactorily proven) to be the person whose name is subscribed to this instrument, and who acknowledged that

(he, she or they)

executed the same and desires it to be recorded.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

(SEAL)

Notary Public

My Commission Expires:

(Date)

# ACKNOWLEDGEMENT OF CORPORATIONS

## LANDOWNER

STATE OF

COUNTY OF

SS

On \_\_\_\_\_, before me, the undersigned Notary, personally appeared

who acknowledged (herself) (himself) to be the \_\_\_\_\_

(Title of Person)

(Name of Corporation)

corporation, and that (she) (he), as such officer, being authorized to do so, executed the foregoing instrument on behalf of the said corporation and desires that this instrument be recorded.

IN WITNESS WHEREOF, I have hereunder set my hand and official seal.

(SEAL)

Notary Public

My Commission Expires:

(Date)

This instrument has been recorded in

County, Pennsylvania, this 3rd day of

Oct (year), at Book Int #

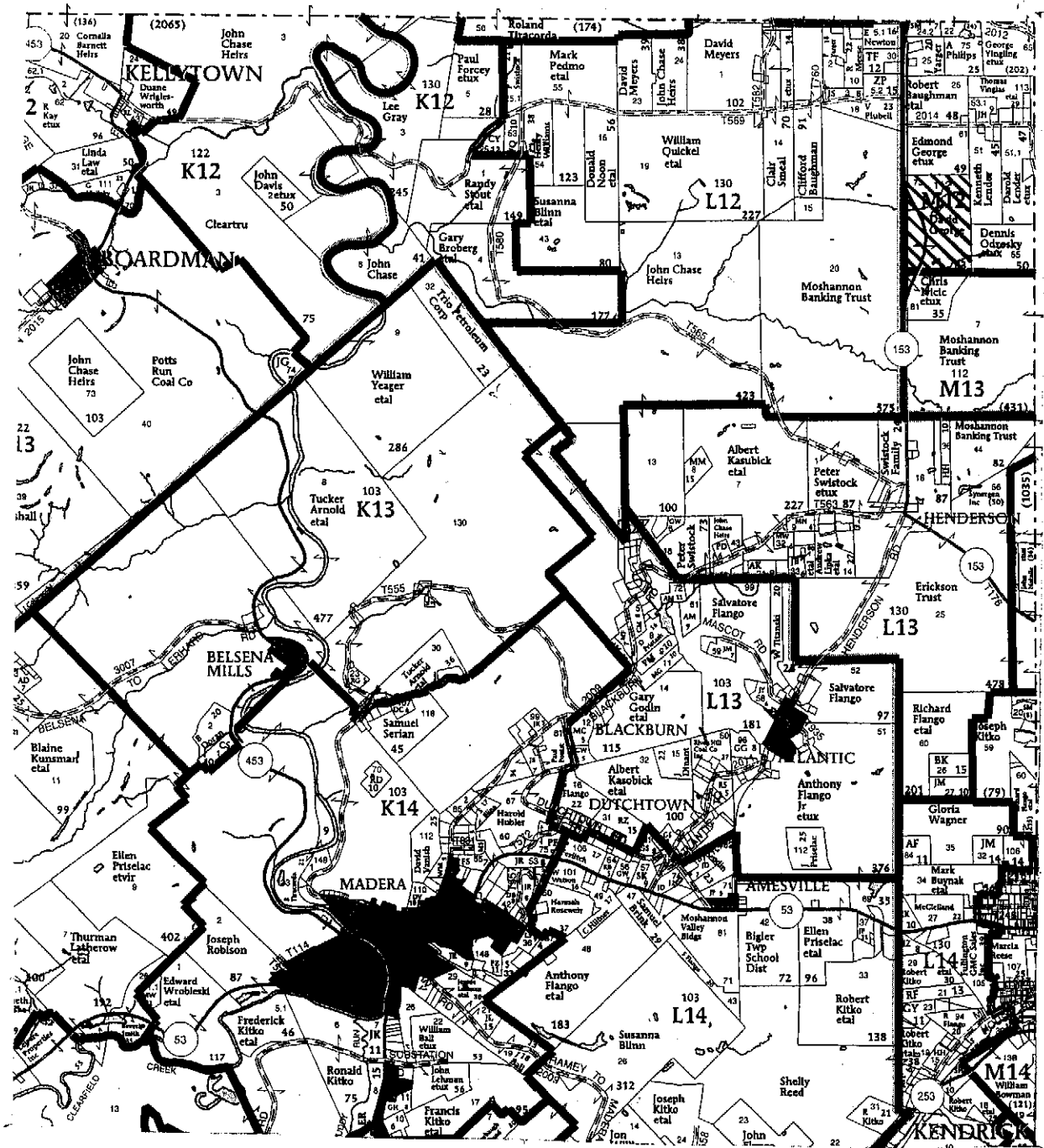
Page(s)

200616783

(Signed) + (Print Name)

Karen L. Starck

Karen L. Starck



David M. George  
Landowner

By:

*David M. George*  
David M. George

By:

# CLEARFIELD COUNTY RECORDER OF DEEDS

Karen L. Starck, Recorder  
Maurene Inlow - Chief Deputy

P.O. Box 361  
1 North Second Street, Suite 103  
Clearfield, Pennsylvania 16830

**\*RETURN DOCUMENT TO:**

GEOTECH ENGINEERING INC  
4031 ALLPORT CUTOFF  
MORRISDALE, PA 16858

Instrument Number - 200616783

Recorded On 10/3/2006 At 2:50:15 PM

\* Instrument Type - SUPPLEMENTAL C

\* Total Pages - 4

Invoice Number - 156158

\* Grantor - GEORGE, DAVID M

\* Grantee - SKY HAVEN COAL INC

\* Customer - GEOTECH ENGINEERING INC

**\* FEES**

STATE WRIT TAX \$0.50

RECORDING FEES - \$13.00

RECORDER

RECORDER IMPROVEMENT \$3.00

FUND

COUNTY IMPROVEMENT FUND \$2.00

TOTAL PAID \$18.50

I hereby CERTIFY that this document  
is recorded in the Recorder's Office of  
Clearfield County, Pennsylvania.



Karen L. Starck  
Recorder of Deeds

THIS IS A CERTIFICATION PAGE

# Do Not Detach

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

\* - Information denoted by an asterisk may change during the verification process and may not be reflected on this page.

APPL. NO. (Department Use Only)

## CONTRACTUAL CONSENT OF LANDOWNER

(I) (We), the undersigned, being the owner(s) of 10.09 acres of land located in Morris Township, Clearfield County, as described in the deed(s) recorded in the Recorder of Deeds Office Book(s) and page(s) \_\_\_\_\_ and shown by crosshatched lines on the map attached hereto which is signed in the original by the landowner upon which Sky Haven Coal, Inc. proposes to engage in surface

(Name of Mining Operator)  
mining activities for which application for permit will be made to the Department of Environmental Resources and of which application this consent will be made a part, **DO HEREBY ACKNOWLEDGE THAT THE MINING OPERATOR HAS THE RIGHT TO ENTER UPON AND USE THE LAND FOR THE PURPOSES OF CONDUCTING SURFACE MINING ACTIVITIES.** Furthermore, (I) (We), the undersigned, do hereby irrevocably grant to the Mining Operator and the Commonwealth of Pennsylvania, the right to enter upon the aforesaid land before beginning the mining activity(ies), during the mining activity(ies) and for a period of five (5) years after the completion or abandonment of the mining activity(ies) for the purposes of inspecting, studying, backfilling, planting and reclaiming the land and abating pollution in accordance with the provisions of the Surface Mining Conservation and Reclamation Act, The Clean Streams Law, and The Coal Refuse Disposal Act, as amended, rules and regulations promulgated thereunder, and the provisions of permit(s) issued to the Mining Operator. (I) (We) do hereby grant in addition to the Commonwealth, for the aforesaid period of time, a right of entry across any adjoining or contiguous lands owned by (us) (me) in order to have access to the land described herein. It is specifically agreed and understood that this contractual consent gives the Commonwealth the right to enter, inspect, study, backfill, plant and reclaim the land and abate pollution therefrom as a matter within the police power but does not obligate the Commonwealth to do so, and does not constitute any ownership interest by the Commonwealth in the aforesaid land.

This Consent shall not be construed to impair any contractual agreement between the Mine Operator and the landowner.

(INSERT ADDITIONAL PROVISIONS OR CROSS OUT)

In witness whereof and intending to legally bind (myself) (ourselves), (my) (our) heirs, successors and assigns, (I) (we) have hereunto set (my) (our) hand(s) and seal this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_.

Sky Haven Coal, Inc.

LANDOWNER

(Print Name)

By: Joseph A. Owens

(Signature)

(Seal)

Joseph A. Owens, President

(Print Name)

By: \_\_\_\_\_

(Signature)

(Print Name)

Exhibit Q

Albert #1 - 17813091

FEB 30 1993

RECEIVED

VOL 1579 PAGE 64  
STATE OF  
COUNTY OF

SS

On \_\_\_\_\_, before me, the undersigned Notary, personally appeared

(Name(s))

known to me (or satisfactorily proven) to be the person whose name is subscribed to this instrument, and who acknowledged that \_\_\_\_\_

(he, she or they)

executed the same and desires it to be recorded.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

(SEAL)

Notary Public

My Commission Expires: \_\_\_\_\_

(date)

### ACKNOWLEDGEMENT OF CORPORATIONS

LAND OWNER

STATE OF Pennsylvania

COUNTY OF Clearfield

SS

CLEARFIELD COUNTY  
ENTERED OF RECORD

TIME 8:58 AM 12-29-93

BY Sky Haven

FEES 13.50

Karen L. Starck, Recorder

On DECEMBER 27, 1993, before me, the undersigned Notary, personally appeared

Joseph A. Owens

who acknowledged (herself) (himself) to be the \_\_\_\_\_ of

(Title of Person)

Sky Haven Coal, Inc.

(Name of Corporation)

corporation, and the (s)he, as such officer, being authorized to do so, executed the foregoing instrument on behalf of the said corporation and desires that this instrument be recorded.

IN WITNESS WHEREOF, I have hereunder set my hand and official seal.

(SEAL)

Notary Public

My Commission Expires: \_\_\_\_\_

David G. Heitsenrether, Notary Public  
Lawrence Twp., Clearfield Co.  
My Commission Expires Aug. 29, 1994

This instrument has been recorded in Clearfield  
County, Pennsylvania, this 29th day of Dec,  
19 93, at Book 1579, Page (s) 62.

(Signed) (Print Name)

Karen L. Starck

(Sealed)

My Commission Expires  
First Monday in January, 1996

Entered of Record Dec 29 1993, 8:58 AM Karen L. Starck, Recorder

JF J WALKER

N/E BOND  
ROCK

VOL 1579 PAGE 83

N/E BERTIS TURNER

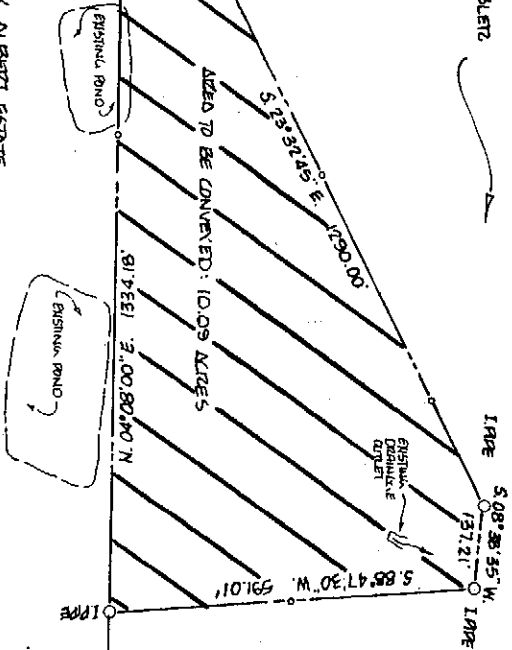
LINE SET ON & THIS SURVEY  
SOURCE OF TITLE DEED, 666, PAGE 138  
SEE MASTHEAD SURVEY MAP DATED: 8-17-83

Sky Haven Coal, Inc.

*Joseph A. Owens*  
Joseph A. Owens, President

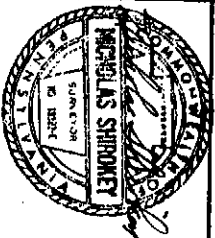
N/E FRANK ALBERT ESTATE

CHARLES A. and DOLORES T. HUBBARD  
RESIDUE



RECEIVED  
DEC 30 1993

SEAL



CHARLES A. and DOLORES T. HUBBARD  
TO BE CONVEYED

SKY HAVEN COAL, INC.

MORGIS TOWNSHIP, CLEVELAND COUNTY,  
PENNSYLVANIA

SURVEYED BY:  
SHIROVEY SHIROVEY'S  
NICHOLAS SHIROVEY, P.L.S.  
BOX 547 R.D. #1  
MORGISDALE, PA. 16858  
PHONE: 814-342-3477

DRAWN BY:  
ENGINEERING DESIGN DRAFTING  
R. MONDOCK, A.L.S.  
PO BOX 6  
MORGISDALE, PA. 16858  
PHONE: 814-342-4864

DATE: DEC. 15, 1990  
SCALE: 1" = 200 FEET  
REVISED:

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
BUREAU OF MINING AND RECLAMATION

APPL. NO. (Department Use Only)

**CONTRACTUAL CONSENT OF LANDOWNER  
(COAL)**

(I) (We), the undersigned, being the owner(s) of 54 acres of land  
located in Lawrence Township, Clearfield County, as  
(Township, Borough, City)

described in the deed(s) recorded in the Recorder of Deeds Office Book(s) and page(s) Volume 1926, page 280 and  
shown by crosshatched lines on the map attached hereto which is signed in the original by the landowner upon which  
Sky Haven Coal Inc.

(Name of Mining Operator)

proposes to engage in surface mining activities for which application for permit will be made to the Department of Environmental Protection and of which application this consent will be made a part, **DO HEREBY ACKNOWLEDGE THAT THE MINING OPERATOR HAS THE RIGHT TO ENTER UPON AND USE THE LAND FOR THE PURPOSES OF CONDUCTING SURFACE MINING ACTIVITIES.** Furthermore, (I) (We), the undersigned, do hereby irrevocably grant to the mining operator and to the Commonwealth of Pennsylvania, the right to enter upon the aforesaid land before beginning the mining activity(ies), during the mining activity(ies) and for a period of five (5) years after the completion or abandonment of the mining activity(ies) for the purposes of inspecting, studying, backfilling, planting and reclaiming the land and abating pollution in accordance with the provisions of the Surface Mining Conservation and Reclamation Act, The Clean Streams Law, and the Coal Refuse Disposal Act, as amended, rules and regulations promulgated thereunder, and the provisions of permit(s) issued to the Mining Operator. (I) (We) do hereby grant in addition to the Commonwealth, for the aforesaid period of time, a right of entry across any adjoining or contiguous lands owned by (us) (me) in order to have access to the land described herein. It is specifically agreed and understood that this contractual consent gives the Commonwealth the right to enter, inspect, study, backfill, plant and reclaim the land and abate pollution therefrom as a matter within the police power but does not obligate the Commonwealth to do so, and does not constitute any ownership interest by the Commonwealth in the aforesaid land.

This Consent shall not be construed to impair any contractual agreement between the Mine Operator and the landowner.

(INSERT ADDITIONAL PROVISIONS OR CROSS OUT) This consent is valid only for the treatment and maintenance of the existing mine discharge located on this property, and is limited to the property located east of Bowman Hill Road.

In witness whereof and intending to legally bind (myself) (ourselves), (my) (our) heirs, successors and assigns, (I) (we) have hereunto set (my) (our) hand(s) and seal this 17<sup>th</sup> day of July, 2006 (year)

Robert B. Mikesell et al

LANDOWNER

(Print Name)

By:

(Signature)

(Seal)

Robert B. Mikesell

(Print Name)

By:

(Signature)

Janell K. Danielson

(Print Name)

**Exhibit Q**  
**Goss 1 Mine - 17813084**



# ACKNOWLEDGEMENT OF INDIVIDUALS OR PARTNERS

## LANDOWNER

STATE OF Pennsylvania

COUNTY OF Clearfield

ss

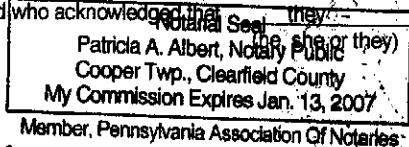
On 7-17-2006, before me, the undersigned Notary, personally appeared

Robert B. Mikesell and Janell K. Danielson

(Name (s))

known to me (or satisfactorily proven) to be the person whose name is subscribed to this instrument, and who acknowledged that

executed the same and desires it to be recorded.



IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

(SEAL) Patricia A. Albert  
Notary Public

My Commission Expires: January 13, 2007  
(Date)

## LANDOWNER

STATE OF

COUNTY OF

ss

On \_\_\_\_\_, before me, the undersigned Notary, personally appeared

(Name (s))

known to me (or satisfactorily proven) to be the person whose name is subscribed to this instrument, and who acknowledged that \_\_\_\_\_  
(he, she or they)

executed the same and desires it to be recorded.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

(SEAL) \_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_  
(Date)

## ACKNOWLEDGEMENT OF CORPORATIONS

### LANDOWNER

STATE OF

COUNTY OF

ss

On \_\_\_\_\_, before me, the undersigned Notary, personally appeared

who acknowledged (herself) (himself) to be the \_\_\_\_\_ of  
(Title of Person)

(Name of Corporation)

corporation, and that (she) (he), as such officer, being authorized to do so, executed the foregoing instrument on behalf of the said corporation and desires that this instrument be recorded.

IN WITNESS WHEREOF, I have hereunder set my hand and official seal.

(SEAL) \_\_\_\_\_  
Notary Public

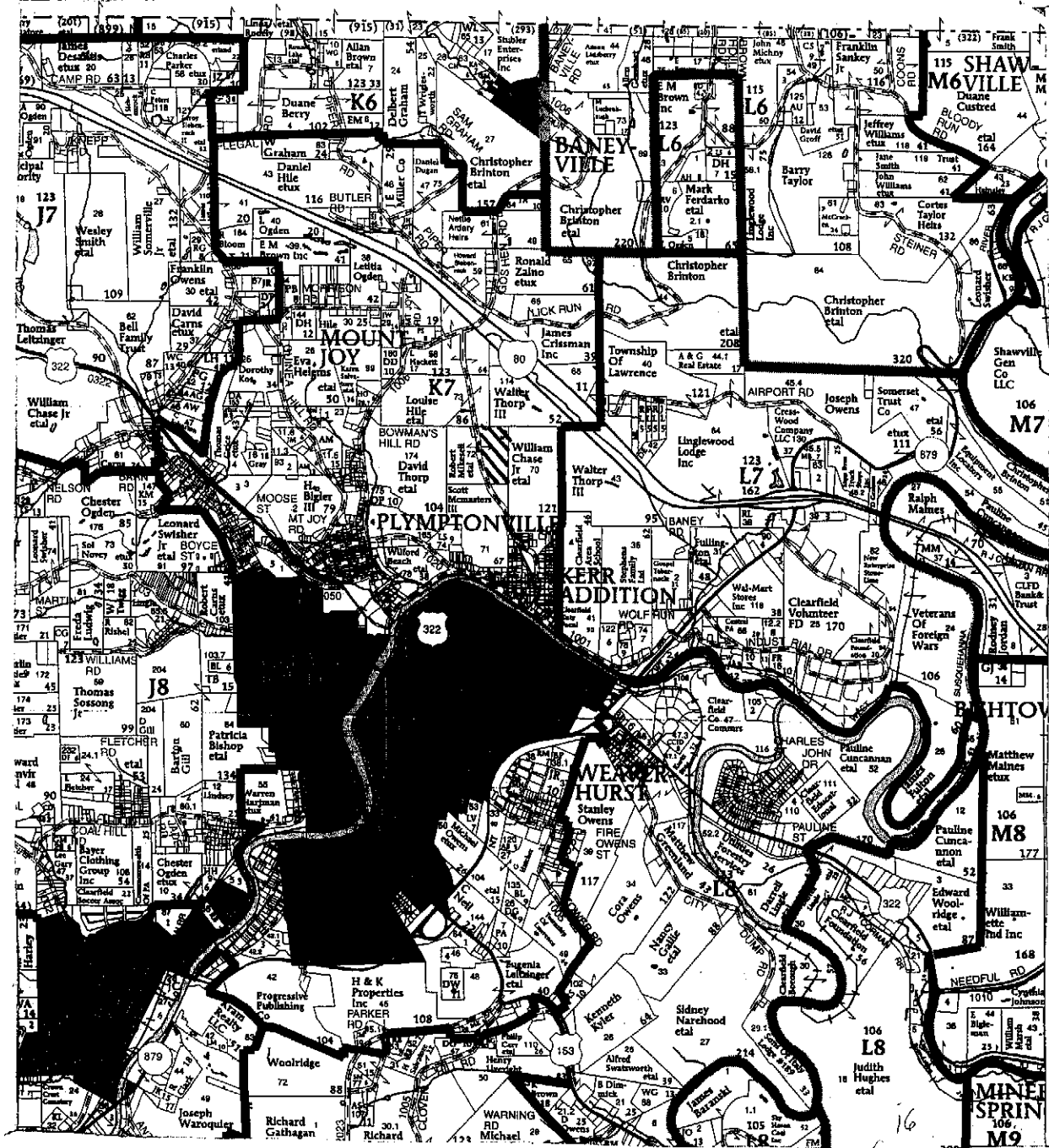
My Commission Expires: \_\_\_\_\_  
(Date)

This instrument has been recorded in Clearfield  
County, Pennsylvania, this 3rd day of Oct  
06 (year), at Book Int #, Page(s) 200616782

Karen L. Starck Karen L. Starck  
(Signed) + (Print Name)

(Seal)

MY COMMISSION EXPIRES  
FIRST MONDAY IN JANUARY 2008



Robert D. Mikesell et al  
Landowner

By:

Robert D. Mikesell

By:

Janell K. Danielson

# CLEARFIELD COUNTY RECORDER OF DEEDS

**Karen L. Starck, Recorder**

**Maurene Inlow - Chief Deputy**

P.O. Box 361

1 North Second Street, Suite 103

Clearfield, Pennsylvania 16830

**\*RETURN DOCUMENT TO:**

GEOTECH ENGINEERING INC

4031 ALLPORT CUTOFF

MORRISDALE, PA 16858

Instrument Number - 200616782

Recorded On 10/3/2006 At 2:50:14 PM

\* Instrument Type - SUPPLEMENTAL C

\* Total Pages - 4

Invoice Number - 156158

\* Grantor - MIKESELL, ROBERT B

\* Grantee - SKY HAVEN COAL INC

\* Customer - GEOTECH ENGINEERING INC

**\* FEES**

STATE WRIT TAX \$0.50

RECORDING FEES - \$13.00

RECORDER

RECORDER IMPROVEMENT \$3.00

FUND

COUNTY IMPROVEMENT FUND \$2.00

TOTAL PAID \$18.50

**I hereby CERTIFY that this document  
is recorded in the Recorder's Office of  
Clearfield County, Pennsylvania.**



*Karen L. Starck*

**Karen L. Starck  
Recorder of Deeds**

THIS IS A CERTIFICATION PAGE

# **Do Not Detach**

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

\* - Information denoted by an asterisk may change during the verification process and may not be reflected on this page.

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
BUREAU OF MINING AND RECLAMATION

APPL. NO. (Department Use Only)

**CONTRACTUAL CONSENT OF LANDOWNER  
(COAL)**

(I) (We), the undersigned, being the owner(s) of 83.51 acres of land  
located in Lawrence Township, Clearfield County, as  
(Township, Borough, City)

described in the deed(s) recorded in the Recorder of Deeds Office Book(s) and page(s) Volume 1355, page 470  
and shown by crosshatched lines on the map attached hereto which is signed in the original by the landowner upon which  
Sky Haven Coal Inc.

(Name of Mining Operator)

proposes to engage in surface mining activities for which application for permit will be made to the Department of Environmental Protection and of which application this consent will be made a part, **DO HEREBY ACKNOWLEDGE THAT THE MINING OPERATOR HAS THE RIGHT TO ENTER UPON AND USE THE LAND FOR THE PURPOSES OF CONDUCTING SURFACE MINING ACTIVITIES.** Furthermore, (I) (We), the undersigned, do hereby irrevocably grant to the mining operator and to the Commonwealth of Pennsylvania, the right to enter upon the aforesaid land before beginning the mining activity(ies), during the mining activity(ies) and for a period of five (5) years after the completion or abandonment of the mining activity(ies) for the purposes of inspecting, studying, backfilling, planting and reclaiming the land and abating pollution in accordance with the provisions of the Surface Mining Conservation and Reclamation Act, The Clean Streams Law, and the Coal Refuse Disposal Act, as amended, rules and regulations promulgated thereunder, and the provisions of permit(s) issued to the Mining Operator. (I) (We) do hereby grant in addition to the Commonwealth, for the aforesaid period of time, a right of entry across any adjoining or contiguous lands owned by (us) (me) in order to have access to the land described herein. It is specifically agreed and understood that this contractual consent gives the Commonwealth the right to enter, inspect, study, backfill, plant and reclaim the land and abate pollution therefrom as a matter within the police power but does not obligate the Commonwealth to do so, and does not constitute any ownership interest by the Commonwealth in the aforesaid land.

This Consent shall not be construed to impair any contractual agreement between the Mine Operator and the landowner.

(INSERT ADDITIONAL PROVISIONS OR CROSS OUT) This consent is restricted to water sampling, inspection and maintenance and reconstruction of the mine drainage treatment system only.

In witness whereof and intending to legally bind (myself) (ourselves), (my) (our) heirs, successors and assigns, (I) (we) have hereunto set (my) (our) hand(s) and seal this 28<sup>th</sup> day of AUGUST, 2006 (year)

Michael & Paula Kerr

LANDOWNER

(Print Name)

By: [Signature]

(Signature)

8/22/06  
(Seal)

Michael Kerr

(Print Name)

By: [Signature]

(Signature)

**Exhibit Q**

**Butler 1 Mine – 17800147, 4574SM31**

Paula Kerr

(Print Name)

# ACKNOWLEDGEMENT OF INDIVIDUALS OR PARTNERS

## LANDOWNER

STATE OF Pennsylvania

SS

COUNTY OF Clearfield

On August 28, 2006, before me, the undersigned Notary, personally appeared

Michael & Paula Kerr

(Name (s))

known to me (or satisfactorily proven) to be the person whose name is subscribed to this instrument, and who acknowledged that they  
(he, she or they)  
executed the same and desires it to be recorded.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal

NOTARIAL SEAL  
DAVID G. HEITSENRETH, NOTARY PUBLIC  
LAWRENCE TWP., COUNTY OF CLEARFIELD  
MY COMMISSION EXPIRES AUGUST 29, 2006

(SEAL)

Notary Public

My Commission Expires:

(Date)

## LANDOWNER

STATE OF

SS

COUNTY OF

On \_\_\_\_\_, before me, the undersigned Notary, personally appeared

(Name (s))

known to me (or satisfactorily proven) to be the person whose name is subscribed to this instrument, and who acknowledged that \_\_\_\_\_  
(he, she or they)  
executed the same and desires it to be recorded.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

(SEAL)

Notary Public

My Commission Expires:

(Date)

## ACKNOWLEDGEMENT OF CORPORATIONS

### LANDOWNER

STATE OF

SS

COUNTY OF

On \_\_\_\_\_, before me, the undersigned Notary, personally appeared

who acknowledged (herself) (himself) to be the \_\_\_\_\_ of  
(Title of Person)

(Name of Corporation)

corporation, and that (she) (he), as such officer, being authorized to do so, executed the foregoing instrument on behalf of the said corporation and desires that this instrument be recorded.

IN WITNESS WHEREOF, I have hereunder set my hand and official seal.

(SEAL)

Notary Public

My Commission Expires:

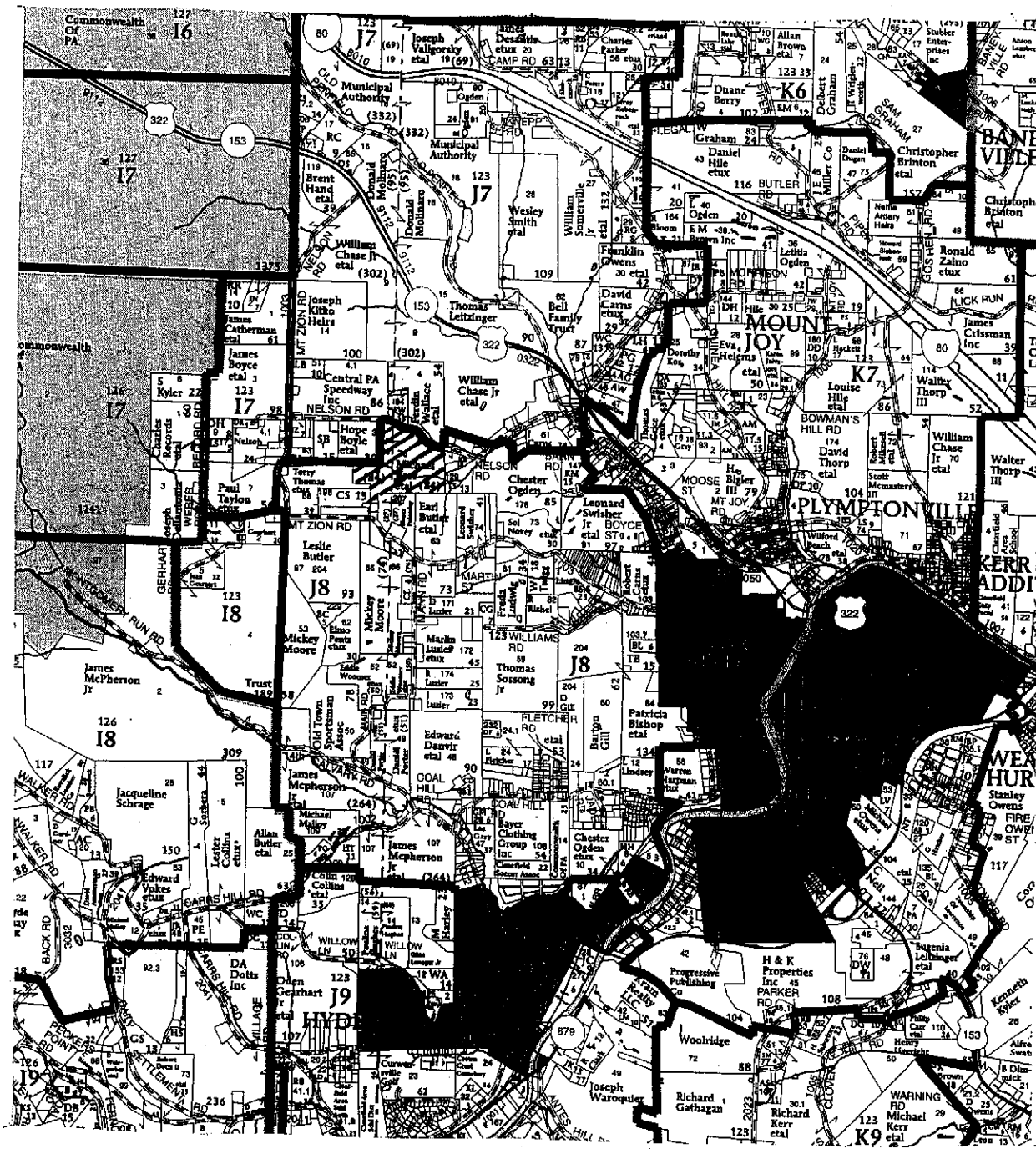
(Date)

This instrument has been recorded in Clearfield  
County, Pennsylvania, this 3rd day of Oct  
06 (year), at Book Inst # 200616780 Page(s)

Karen L. Starch  
(Signed) + (Print Name)

Karen L. Starch

MY COMMISSION EXPIRES  
FIRST MONDAY IN JANUARY 2008



Michael & Paula Kerr

Landowner

By:

Michael Kerr

By:

Paula Kerr

# CLEARFIELD COUNTY RECORDER OF DEEDS

Karen L. Starck, Recorder

Maurene Inlow - Chief Deputy

P.O. Box 361

1 North Second Street, Suite 103

Clearfield, Pennsylvania 16830

**\*RETURN DOCUMENT TO:**

GEOTECH ENGINEERING INC

4031 ALLPORT CUTOFF

MORRISDALE, PA 16858

Instrument Number - 200616780

Recorded On 10/3/2006 At 2:50:12 PM

\* Instrument Type - SUPPLEMENTAL C

\* Total Pages - 4

Invoice Number - 156158

\* Grantor - KERR, MICHAEL

\* Grantee - SKY HAVEN COAL INC

\* Customer - GEOTECH ENGINEERING INC

**\* FEES**

STATE WRIT TAX \$0.50

RECORDING FEES - \$13.00

RECORDER

RECORDER IMPROVEMENT \$3.00

FUND

COUNTY IMPROVEMENT FUND \$2.00

TOTAL PAID \$18.50

I hereby CERTIFY that this document  
is recorded in the Recorder's Office of  
Clearfield County, Pennsylvania.



*Karen L. Starck*

Karen L. Starck  
Recorder of Deeds

THIS IS A CERTIFICATION PAGE

## Do Not Detach

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

\* - Information denoted by an asterisk may change during the verification process and may not be reflected on this page.

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
BUREAU OF MINING AND RECLAMATION

APPL. NO. (Department Use Only)

**CONTRACTUAL CONSENT OF LANDOWNER  
(COAL)**

(I) (We), the undersigned, being the owner(s) of 50 acres of land  
located in Brady Township, Clearfield County, as  
(Township, Borough, City)

described in the deed(s) recorded in the Recorder of Deeds Office Book(s) and page(s) Volume 712, page 373 and  
shown by crosshatched lines on the map attached hereto which is signed in the original by the landowner upon which  
Sky Haven Coal Inc.

(Name of Mining Operator)

proposes to engage in surface mining activities for which application for permit will be made to the Department of  
Environmental Protection and of which application this consent will be made a part, **DO HEREBY ACKNOWLEDGE**  
**THAT THE MINING OPERATOR HAS THE RIGHT TO ENTER UPON AND USE THE LAND FOR THE PURPOSES**  
**OF CONDUCTING SURFACE MINING ACTIVITIES.** Furthermore, (I) (We), the undersigned, do hereby irrevocably  
grant to the mining operator and to the Commonwealth of Pennsylvania, the right to enter upon the aforesaid land before  
beginning the mining activity(ies), during the mining activity(ies) and for a period of five (5) years after the completion or  
abandonment of the mining activity(ies) for the purposes of inspecting, studying, backfilling, planting and reclaiming the  
land and abating pollution in accordance with the provisions of the Surface Mining Conservation and Reclamation Act,  
The Clean Streams Law, and the Coal Refuse Disposal Act, as amended, rules and regulations promulgated thereunder,  
and the provisions of permit(s) issued to the Mining Operator. (I) (We) do hereby grant in addition to the Commonwealth,  
for the aforesaid period of time, a right of entry across any adjoining or contiguous lands owned by (us) (me) in order to  
have access to the land described herein. It is specifically agreed and understood that this contractual consent gives the  
Commonwealth the right to enter, inspect, study, backfill, plant and reclaim the land and abate pollution therefrom as a  
matter within the police power but does not obligate the Commonwealth to do so, and does not constitute any ownership  
interest by the Commonwealth in the aforesaid land.

This Consent shall not be construed to impair any contractual agreement between the Mine Operator and the  
landowner.

(INSERT ADDITIONAL PROVISIONS OR CROSS OUT) This consent is restricted to water sampling, inspection and  
maintenance and reconstruction of the mine drainage treatment system only.

In witness whereof and intending to legally bind (myself) (ourselves), (my) (our) heirs, successors and assigns, (I)  
(we) have hereunto set (my) (our) hand(s) and seal this 14<sup>th</sup> day of August, 2006 (year)

Eugene & Mildred G. Mancuso  
LANDOWNER (Print Name)

By: Eugene G. Mancuso  
(Signature) (Seal)

Eugene G. Mancuso  
(Print Name)

By: Mildred G. Mancuso  
(Signature)

**Exhibit Q**  
**Stoltz #1 - 45A76SM16**

Mildred G. Mancuso  
(Print Name)



# ACKNOWLEDGEMENT OF INDIVIDUALS OR PARTNERS

## LANDOWNER

STATE OF Pennsylvania

COUNTY OF Clearfield

SS

On August 14 2006 before me, the undersigned Notary, personally appeared

Eugene S. & Mildred G. Mancuso

(Name (s))

known to me (or satisfactorily proven) to be the person whose name is subscribed to this instrument, and who acknowledged that they executed the same and desires it to be recorded. (he, she or they)

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

(SEAL)

Notary Public

My Commission Expires:

NOTARIAL SEAL  
DAVID G. HEITSENRETH, NOTARY PUBLIC  
LAWRENCE TWP., COUNTY OF CLEARFIELD  
MY COMMISSION EXPIRES AUGUST 29, 2006

(Date)

## LANDOWNER

STATE OF

COUNTY OF

SS

On \_\_\_\_\_, before me, the undersigned Notary, personally appeared

(Name (s))

known to me (or satisfactorily proven) to be the person whose name is subscribed to this instrument, and who acknowledged that \_\_\_\_\_ executed the same and desires it to be recorded. (he, she or they)

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

(SEAL)

Notary Public

My Commission Expires:

(Date)

## ACKNOWLEDGEMENT OF CORPORATIONS

## LANDOWNER

STATE OF

COUNTY OF

SS

On \_\_\_\_\_, before me, the undersigned Notary, personally appeared

who acknowledged (herself) (himself) to be the \_\_\_\_\_ of (Title of Person)

(Name of Corporation)

corporation, and that (she) (he), as such officer, being authorized to do so, executed the foregoing instrument on behalf of the said corporation and desires that this instrument be recorded.

IN WITNESS WHEREOF, I have hereunder set my hand and official seal.

(SEAL)

Notary Public

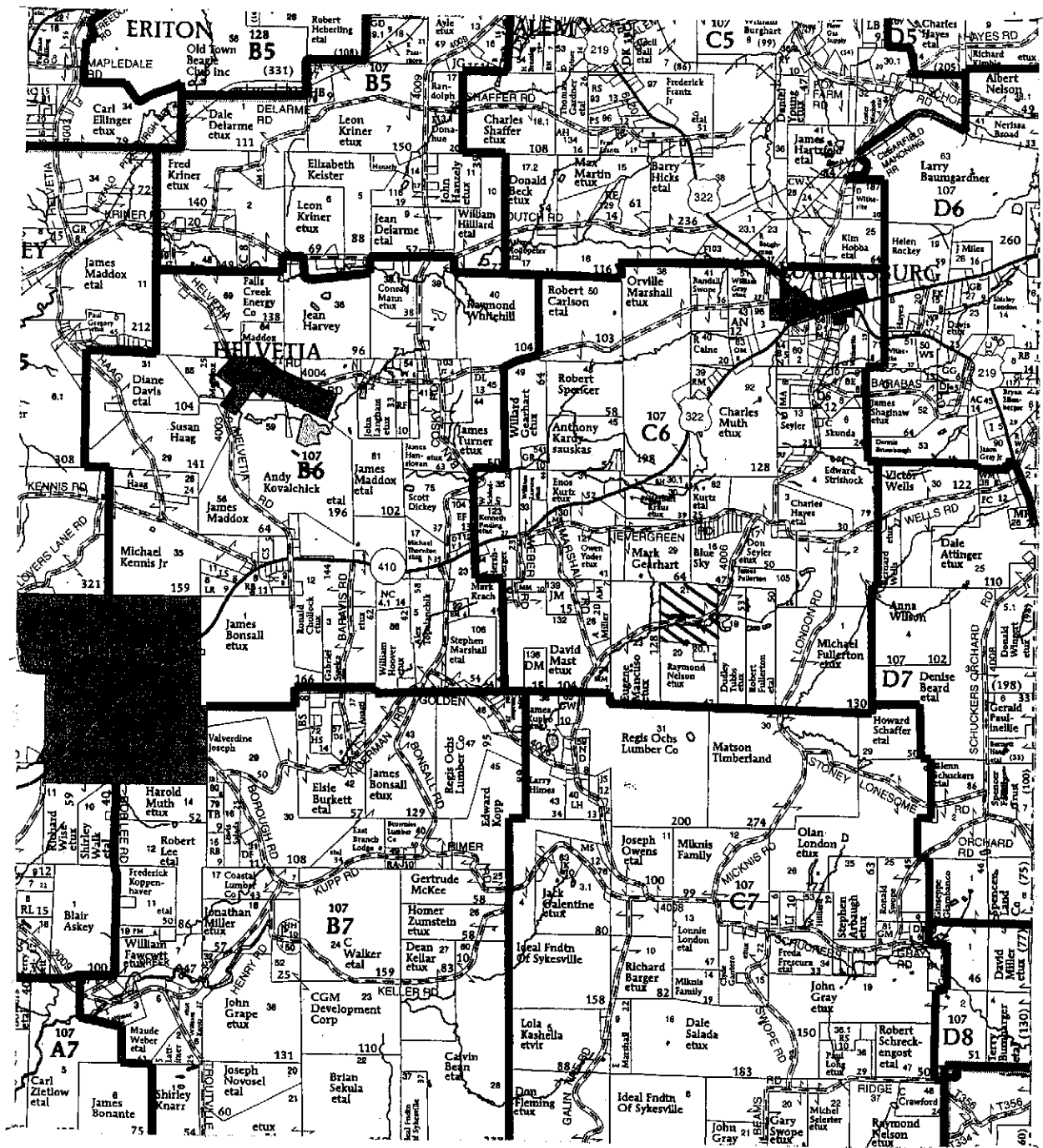
My Commission Expires:

(Date)

This instrument has been recorded in Clearfield  
County, Pennsylvania, this 3rd day of Oct  
06 (year), at Book Inst # Page(s) 200616781

Karen L. Starck Karen L. Starck  
(Signed) + (Print Name)

MY COMMISSION EXPIRES  
FIRST MONDAY IN JANUARY 2008



F  
Eugene F. & Mildred G. Mancuso  
Landowner

By: Eugene F. Mancuso  
Eugene F. Mancuso  
By: Mildred G. Mancuso  
Mildred G. Mancuso

# CLEARFIELD COUNTY RECORDER OF DEEDS

**Karen L. Starck, Recorder**  
**Maurene Inlow - Chief Deputy**

P.O. Box 361  
1 North Second Street, Suite 103  
Clearfield, Pennsylvania 16830

**\*RETURN DOCUMENT TO:**

GEOTECH ENGINEERING INC  
4031 ALLPORT CUTOFF  
MORRISDALE, PA 16858

Instrument Number - 200616781

Recorded On 10/3/2006 At 2:50:13 PM

\* Instrument Type - SUPPLEMENTAL C

\* Total Pages - 4

Invoice Number - 156158

\* Grantor - MANCUSO, EUGENE F

\* Grantee - SKY HAVEN COAL INC

\* Customer - GEOTECH ENGINEERING INC

**\* FEES**

STATE WRIT TAX	\$0.50
RECORDING FEES -	\$13.00
RECORDER	
RECORDER IMPROVEMENT	\$3.00
FUND	
COUNTY IMPROVEMENT FUND	\$2.00
TOTAL PAID	\$18.50

**I hereby CERTIFY that this document  
is recorded in the Recorder's Office of  
Clearfield County, Pennsylvania.**



*Karen L. Starck*

**Karen L. Starck**  
**Recorder of Deeds**

THIS IS A CERTIFICATION PAGE

## **Do Not Detach**

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\* - Information denoted by an asterisk may change during the verification process and may not be reflected on this page.

APPL. NO. (Date) 2006 OCT 5 PM 2:42

**CONTRACTUAL CONSENT OF LANDOWNER  
(COAL)**

(I) (We), the undersigned, being the owner(s) of 115 acres of land  
located in Jay Township, Elk County, as  
(Township, Borough, City)

described in the deed(s) recorded in the Recorder of Deeds Office Book(s) and page(s) Volume 175, page 116 and  
shown by crosshatched lines on the map attached hereto which is signed in the original by the landowner upon which  
Sky Haven Coal Inc.

(Name of Mining Operator)

proposes to engage in surface mining activities for which application for permit will be made to the Department of Environmental Protection and of which application this consent will be made a part, **DO HEREBY ACKNOWLEDGE THAT THE MINING OPERATOR HAS THE RIGHT TO ENTER UPON AND USE THE LAND FOR THE PURPOSES OF CONDUCTING SURFACE MINING ACTIVITIES.** Furthermore, (I) (We), the undersigned, do hereby irrevocably grant to the mining operator and to the Commonwealth of Pennsylvania, the right to enter upon the aforesaid land before beginning the mining activity(ies), during the mining activity(ies) and for a period of five (5) years after the completion or abandonment of the mining activity(ies) for the purposes of inspecting, studying, backfilling, planting and reclaiming the land and abating pollution in accordance with the provisions of the Surface Mining Conservation and Reclamation Act, The Clean Streams Law, and the Coal Refuse Disposal Act, as amended, rules and regulations promulgated thereunder, and the provisions of permit(s) issued to the Mining Operator. (I) (We) do hereby grant in addition to the Commonwealth, for the aforesaid period of time, a right of entry across any adjoining or contiguous lands owned by (us) (me) in order to have access to the land described herein. It is specifically agreed and understood that this contractual consent gives the Commonwealth the right to enter, inspect, study, backfill, plant and reclaim the land and abate pollution therefrom as a matter within the police power but does not obligate the Commonwealth to do so, and does not constitute any ownership interest by the Commonwealth in the aforesaid land.

This Consent shall not be construed to impair any contractual agreement between the Mine Operator and the landowner.

(INSERT ADDITIONAL PROVISIONS OR CROSS OUT) This consent is restricted to water sampling, inspection and maintenance and reconstruction of the mine drainage treatment system only.

In witness whereof and intending to legally bind (myself) (ourselves), (my) (our) heirs, successors and assigns, (I) (we) have hereunto set (my) (our) hand(s) and seal this 7th day of September, 2006 (year)

James P. & Shirley J. Burke

LANDOWNER

(Print Name)

By: James P. Burke  
(Signature) (Seal)

James P. Burke

(Print Name)

By: Shirley J. Burke  
(Signature)

Shirley J. Burke

(Print Name)

**Exhibit Q**

**Buhler 1 Mine – 4673SM15**

**Strutt 1 Mine – 4676SM1**

ACKNOWLEDGEMENT OF INDIVIDUALS OR PARTNERS

LANDOWNER

STATE OF Pennsylvania

COUNTY OF Clearfield

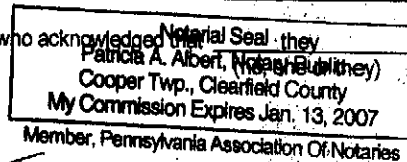
SS

On September 7, 2006, before me, the undersigned Notary, personally appeared

James P. & Shirley J. Burke

(Name(s))

known to me (or satisfactorily proven) to be the person whose name is subscribed to this instrument, and who acknowledged that they executed the same and desires it to be recorded.



IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

(SEAL) Patricia A. Albert  
Notary Public

My Commission Expires: January 13, 2007  
(Date)

LANDOWNER

STATE OF

COUNTY OF

SS

On \_\_\_\_\_, before me, the undersigned Notary, personally appeared

(Name(s))

known to me (or satisfactorily proven) to be the person whose name is subscribed to this instrument, and who acknowledged that \_\_\_\_\_ (he, she or they) executed the same and desires it to be recorded.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

(SEAL) \_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_  
(Date)

ACKNOWLEDGEMENT OF CORPORATIONS

LANDOWNER

STATE OF

COUNTY OF

SS

On \_\_\_\_\_, before me, the undersigned Notary, personally appeared

who acknowledged (herself) (himself) to be the \_\_\_\_\_ of  
(Title of Person)

(Name of Corporation)

corporation, and that (she) (he), as such officer, being authorized to do so, executed the foregoing instrument on behalf of the said corporation and desires that this instrument be recorded.

IN WITNESS WHEREOF, I have hereunder set my hand and official seal.

(SEAL) \_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_  
(Date)

This instrument has been recorded in \_\_\_\_\_  
County, Pennsylvania, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_  
(year), at Book \_\_\_\_\_, Page(s) \_\_\_\_\_

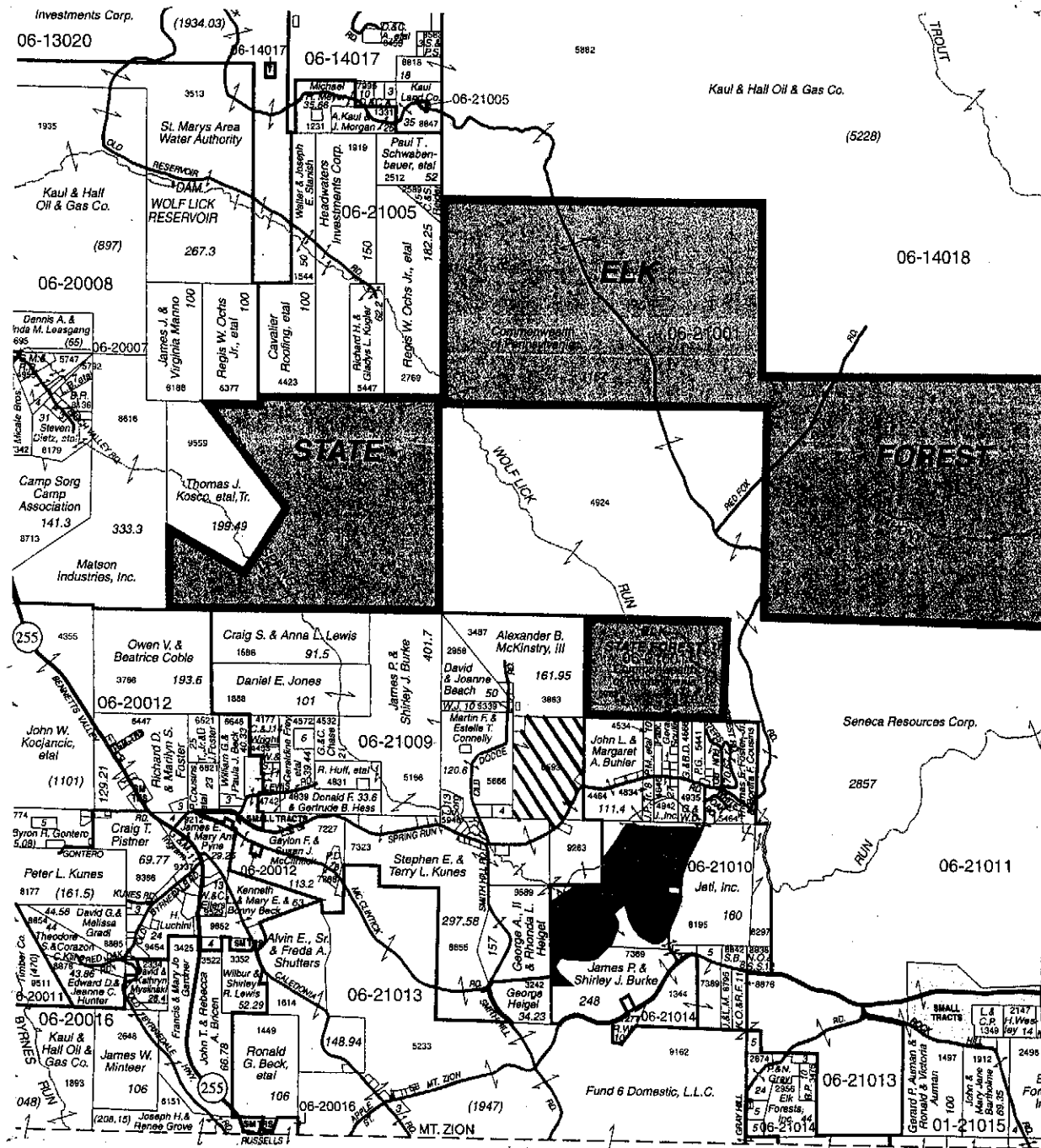
Recorder's Office of Elk County, Pennsylvania

(Signed) + (Print Name)



P. W. Weldenboerner

P. W. Weldenboerner  
Recorder of Deeds



James P. & Shirley J. Burke  
Landowner

By:

*James P. Burke*  
James P. Burke

By:

*Shirley J. Burke*  
Shirley J. Burke

CONSENT OF LANDOWNER

We the undersigned, the owners of land located in

Lawrence Twp  
(Township)

Clearfield  
(County)

upon which

SRP Coal Co., Inc.

(County)

Clearfield, Penna.

(Name of Operator)

is to conduct a surface mining operation for which an application for permit is being made and of which application this instrument of consent is made a part, do hereby grant irrevocably to the operator named above, his heirs, executors, administrators, successors, transferees and assigns the right to enter upon the land for the purpose of conducting surface mining operations, if commenced within a period of five (5) years from the date of execution of this instrument. Furthermore, we do hereby irrevocably grant to the operator, his heirs, executors, administrators, successors, transferees, assigns and the Commonwealth of Pennsylvania or any of its authorized agents, the right to enter upon the aforesaid land during the mine operation and for a period of five (5) years after the termination, completion, or abandonment of the surface mining operation for the purposes of inspection, studying, backfilling, planting, reclaiming and abating pollution in accordance with the provisions of the Surface Mining Conservation & Reclamation Act of May 31, 1945, P.L. 1198, as amended.

Period of Commencement is limited to less than 5 years by agreement between S.R.P. Coal Co. Inc. In witness whereof we have hereunto set our hands and seal intending to legally bind ourselves, our heirs, and landowners  
APR 11 1982 16 day of June M.M.

CLEARFIELD COUNTY  
ENTERED OF RECORD

TIME 9:22 A.M. 4-16-82

BY SRP Coal Co. Inc.

FEES 8.00

TIM MORGAN, Recorder

James L. McPherson  
(Signature of Landowner)  
James McPherson (SEAL)

Mae McPherson  
(Signature of Landowner)  
Mae McPherson (SEAL)

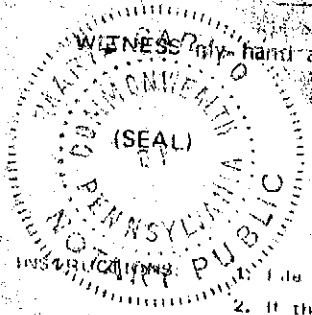
ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF Clearfield

SS.

On this the 16 day of April 1982 before me, the subscriber, a Notary Public, personally appeared the above named James L. McPherson & Mae McPherson who after being duly sworn according to law acknowledge that they have read this instrument, that it is true and correct and that it is their act and deed and desire the same might be recorded as such.

Witness my hand and seal the day and year aforesaid.



Marie Garito  
NOTARY PUBLIC

- 1. file one (1) copy for each landowner.
- 2. If the land is owned by one or more persons, all owners must sign.
- 3. If owned by an Estate, authority for signing must be established.

Bureau of Surface Mine Reclamation

RECEIVED

APR 22 1982

Hick Run District Office

CLERK

DEPT. OF REVENUE

STATE OF PENNSYLVANIA:  
COUNTY OF CLEARFIELD: SS

Certified from the records, in Records Book No. 830  
Page 310, this 16<sup>th</sup> day of April, 19 82

Jim Morgan Recorder

My Commission Expires  
First Monday in January 1984



COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
BUREAU OF MINING AND RECLAMATION

APPL. NO. (Department Use Only)

**CONTRACTUAL CONSENT OF LANDOWNER  
(COAL)**

(I) (We), the undersigned, being the owner(s) of 38 acres of land  
located in Lawrence Township, Clearfield County, as  
(Township, Borough, City)

described in the deed(s) recorded in the Recorder of Deeds Office Book(s) and page(s) Volume 1660, page 140  
and shown by crosshatched lines on the map attached hereto which is signed in the original by the landowner upon which  
Sky Haven Coal Inc.

(Name of Mining Operator)

proposes to engage in surface mining activities for which application for permit will be made to the Department of Environmental Protection and of which application this consent will be made a part, **DO HEREBY ACKNOWLEDGE THAT THE MINING OPERATOR HAS THE RIGHT TO ENTER UPON AND USE THE LAND FOR THE PURPOSES OF CONDUCTING SURFACE MINING ACTIVITIES.** Furthermore, (I) (We), the undersigned, do hereby irrevocably grant to the mining operator and to the Commonwealth of Pennsylvania, the right to enter upon the aforesaid land before beginning the mining activity(ies), during the mining activity(ies) and for a period of five (5) years after the completion or abandonment of the mining activity(ies) for the purposes of inspecting, studying, backfilling, planting and reclaiming the land and abating pollution in accordance with the provisions of the Surface Mining Conservation and Reclamation Act, The Clean Streams Law, and the Coal Refuse Disposal Act, as amended, rules and regulations promulgated thereunder, and the provisions of permit(s) issued to the Mining Operator. (I) (We) do hereby grant in addition to the Commonwealth, for the aforesaid period of time, a right of entry across any adjoining or contiguous lands owned by (us) (me) in order to have access to the land described herein. It is specifically agreed and understood that this contractual consent gives the Commonwealth the right to enter, inspect, study, backfill, plant and reclaim the land and abate pollution therefrom as a matter within the police power but does not obligate the Commonwealth to do so, and does not constitute any ownership interest by the Commonwealth in the aforesaid land.

This Consent shall not be construed to impair any contractual agreement between the Mine Operator and the landowner.

(INSERT ADDITIONAL PROVISIONS OR CROSS OUT) This consent is restricted to water sampling, inspection and maintenance of the passive treatment system only.

In witness whereof and intending to legally bind (myself) (ourselves), (my) (our) heirs, successors and assigns, (I) (we) have hereunto set (my) (our) hand(s) and seal this 11<sup>th</sup> day of August, 2006 (year)

Michael P. Malloy  
LANDOWNER (Print Name)

By: Michael P Malloy  
(Signature) (Seal)

Michael P. Malloy  
(Print Name)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

**Exhibit Q**  
**Reed #1 - 17803108**

# ACKNOWLEDGEMENT OF INDIVIDUALS OR PARTNERS

## LANDOWNER

STATE OF Pennsylvania

COUNTY OF Clearfield

SS

On August 11, 2006 before me, the undersigned Notary, personally appeared

Michael P. Malloy

(Name (s))

known to me (or satisfactorily proven) to be the person whose name is subscribed to this instrument, and who acknowledged that he executed the same and desires it to be recorded.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

(SEAL)

Notary Public

My Commission Expires:

(Date)

NOTARIAL SEAL (he, she or they)  
DAVID G. HEITSENRETH, NOTARY PUBLIC  
LAWRENCE TWP., COUNTY OF CLEARFIELD  
MY COMMISSION EXPIRES AUGUST 29, 2006

## LANDOWNER

STATE OF

COUNTY OF

SS

On \_\_\_\_\_, before me, the undersigned Notary, personally appeared

(Name (s))

known to me (or satisfactorily proven) to be the person whose name is subscribed to this instrument, and who acknowledged that he executed the same and desires it to be recorded. (he, she or they)

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

(SEAL)

Notary Public

My Commission Expires:

(Date)

# ACKNOWLEDGEMENT OF CORPORATIONS

## LANDOWNER

STATE OF

COUNTY OF

SS

On \_\_\_\_\_, before me, the undersigned Notary, personally appeared

who acknowledged (herself) (himself) to be the \_\_\_\_\_ of (Title of Person)

(Name of Corporation)

corporation, and that (she) (he), as such officer, being authorized to do so, executed the foregoing instrument on behalf of the said corporation and desires that this instrument be recorded.

IN WITNESS WHEREOF, I have hereunder set my hand and official seal.

(SEAL)

Notary Public

My Commission Expires:

(Date)

This instrument has been recorded in Clearfield  
County, Pennsylvania, this 31<sup>st</sup> day of Oct  
06 (year), at Book Instrument # 200616784 Pages

Karen L. Starch Karen L. Starch  
(Signed) + (Print Name)

MY COMMISSION EXPIRES  
FIRST MONDAY IN JANUARY 2008

By :

# CLEARFIELD COUNTY RECORDER OF DEEDS

Karen L. Starck, Recorder  
Maurene Inlow - Chief Deputy

P.O. Box 361  
1 North Second Street, Suite 103  
Clearfield, Pennsylvania 16830

**\*RETURN DOCUMENT TO:**

GEOTECH ENGINEERING INC  
4031 ALLPORT CUTOFF  
MORRISDALE, PA 16858

Instrument Number - 200616784

Recorded On 10/3/2006 At 2:50:16 PM

\* Instrument Type - SUPPLEMENTAL C

\* Total Pages - 4

Invoice Number - 156158

\* Grantor - MALLOY, MICHAEL P

\* Grantee - SKY HAVEN COAL INC

\* Customer - GEOTECH ENGINEERING INC

**\* FEES**

STATE WRIT TAX	\$0.50
RECORDING FEES -	\$13.00
RECORDER	
RECORDER IMPROVEMENT	\$3.00
FUND	
COUNTY IMPROVEMENT FUND	\$2.00
TOTAL PAID	\$18.50

I hereby CERTIFY that this document  
is recorded in the Recorder's Office of  
Clearfield County, Pennsylvania.



Karen L. Starck  
Recorder of Deeds

THIS IS A CERTIFICATION PAGE

## Do Not Detach

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

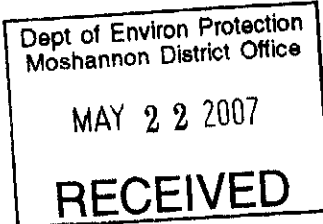
\* - Information denoted by an asterisk may change during the verification process and may not be reflected on this page.



**ENGINEERS,  
SURVEYORS  
& GEOLOGISTS**

November 21, 2006

Amanda Panasiti  
Compliance Manager  
PA Dept. of Environmental Protection  
Moshannon District Office  
186 Enterprise Drive  
Philipsburg, PA. 16866



Re: Sky Haven Coal Inc.  
Treatment Trust Fund  
MDP #4673SM15/4676/SM1  
Jay Twp., Elk County

*Buhler / Strutt*

Dear Amanda:

We have secured landowner consent forms for all eight (8) heirs on the Connelly property located on the above referenced site. Enclosed, please find the following Contractual Consent of Landowner forms with regard to the above referenced treatment trust fund:

1. James E. Brubaker
2. James M. Connelly
3. Martin F. Connelly
4. Neil R. Connelly
5. Elizabeth D. Connelly
6. Denise Berger
7. Julien A. Faisant
8. Mariette C. Miller

This should resolve the access issue with this site and reduce the total trust fund amount by \$25,000.00. Should you have any questions, please contact me at the above listed number.

Sincerely,

Joel L. Albert, P.E.  
President

**Enclosures**

**Main Office**  
4031 Allport Cutoff  
Morrisdale, PA 16858

Ph: (814) 342-7090, Fax: (814) 342-7099

**Branch Office**  
90 Beaver Drive, Suite 120-D  
DuBois, PA 15801

Ph: (814) 371-4660, Fax: (814) 371-4656

Visit us online at [www.geotech-engineering.com](http://www.geotech-engineering.com)

Client 456  
License 1370

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION

1597102  
217 584  
074004

In the Matter of:

Sky Haven Coal, Inc.  
5510 State Park Road  
Penfield PA 15849

and

SRP Coal Company, Inc.  
5510 State Park Road  
Penfield PA 15849

<u>Mci</u>	<u>Twp</u>		
<u>Kephart</u>	<u>Bradford</u>	:	SMP No. 17880103 (Troxell #1)
<u>DeHass</u>	<u>Decker</u>	:	SMP No. 17800124 (Mitchell #1)
<u>Kephart</u>	<u>Graham</u>	:	SMP No. 17813091 (Albert #1)
<u>Rutherford</u>	<u>Law</u>	:	SMP No. 17813084 (Goss 1 Mine)
<u>Rutherford</u>	<u>Law</u>	:	MDP No. 17800147 (Butler 1 Mine)
<u>Rutherford</u>	<u>Law</u>	:	MDP No. 4574SM31 (Butler 1 Mine)
<u>Porter</u>	<u>Brady</u>	:	MDP No. 45A76SM16 (Stoltz #1)
		:	MDP No. 4673SM15 (Buhler 1 Mine) - Elk
		:	MDP No. 4676SM1 (Strutt 1 Mine) - Elk
<u>Rutherford</u>	<u>Law</u>	:	SMP No. 17850145 (McPherson #2)
<u>Rutherford</u>	<u>Law</u>	:	SMP No. 17803108 (Reed #1)
		:	Clearfield and Elk Counties
		:	Alternative Financial Assurance Mechanism
		:	CO&A 074004

KEYED IN

FEB 2 - 2007

A.P.

District  
Knox  
Knox

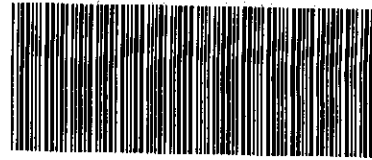
POSTMINING TREATMENT TRUST CONSENT ORDER AND AGREEMENT

This Consent Order and Agreement is entered into this 17th day of January 2007, by and between the Commonwealth of Pennsylvania, Department of Environmental Protection ("Department"), and Sky Haven Coal, Inc. ("Sky Haven"), and SRP Coal Company, Inc. ("SRP").

A. The Department is the agency with authority to administer and enforce The Clean Streams Law, Act of June 22, 1937, P. L. 1987, as amended, 35 P. S. §691.1 et seq., ("Clean Streams Law"), the Surface Mine Conservation and Reclamation Act, Act of May 31, 1945, P. L. 1198, as amended, 52 P. S. §1396.1 et seq., ("Surface Mining Act"), Section 1917-A of the Administrative Code, Act of April 9, 1929, P. L. 177, as amended, 71 P.S. §510-17, and the Rules and Regulations adopted thereunder.

B. Sky Haven is a corporation with a business address of 5510 State Park Road, Penfield, Pennsylvania 15849, whose business includes the mining of coal by the surface method. Owens Coal Mining Company was a corporation that conducted surface coal mining

Elk County  
240 Main Street  
P.O. Box 314  
Ridgway, PA 15853  
Phone: (814) 776-5347



0125313-0009H

**RECORDING COVER PAGE**

Page 1 of 4

**Document Type:** Consent of Landowner  
**Document Date:** 05/16/2007 10:02:50 AM  
**Document Number:** 2007-001906

**Transaction #:** 125657  
**Document Page Count:** 3

**RETURN TO:**  
JOHN A STRITTMATTER  
390 BEAVER VALLEY ROAD  
PATTON, PA 16668

**SUBMITTED BY:**  
JOHN A STRITTMATTER  
390 BEAVER VALLEY ROAD  
PATTON, PA 16668

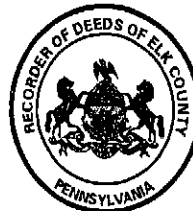
**DOCUMENT REFERENCE NAME:**

**FEES / TAXES:**

Recording Fee: Consent of Landowner	\$18.50
<b>Total:</b>	<b>\$18.50</b>

**Document Number:** 2007-001906  
**Recorded Date:** 05/16/2007

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P. W. Weidenboerner  
Recorder of Deeds

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5600-FM-MR06-10 Rev. 5/98  
"Supplement C"

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
BUREAU OF MINING AND RECLAMATION

APPL. NO. (Department Use Only)

**CONTRACTUAL CONSENT OF LANDOWNER  
(COAL)**

(I) (We), the undersigned, being the owner(s) of 6 acres of land  
located in Jay Township, Elk County, as  
(Township, Borough, City)

described in the deed(s) recorded in the Recorder of Deeds Office Book(s) and page(s) Volume 220, page 671 and  
shown by crosshatched lines on the map attached hereto which is signed in the original by the landowner upon which  
Sky Haven Coal Inc.

(Name of Mining Operator)

proposes to engage in surface mining activities for which application for permit will be made to the Department of Environmental Protection and of which application this consent will be made a part, **DO HEREBY ACKNOWLEDGE THAT THE MINING OPERATOR HAS THE RIGHT TO ENTER UPON AND USE THE LAND FOR THE PURPOSES OF CONDUCTING SURFACE MINING ACTIVITIES.** Furthermore, (I) (We), the undersigned, do hereby irrevocably grant to the mining operator and to the Commonwealth of Pennsylvania, the right to enter upon the aforesaid land before beginning the mining activity(ies), during the mining activity(ies) and for a period of five (5) years after the completion or abandonment of the mining activity(ies) for the purposes of inspecting, studying, backfilling, planting and reclaiming the land and abating pollution in accordance with the provisions of the Surface Mining Conservation and Reclamation Act, The Clean Streams Law, and the Coal Refuse Disposal Act, as amended, rules and regulations promulgated thereunder, and the provisions of permit(s) issued to the Mining Operator. (I) (We) do hereby grant in addition to the Commonwealth, for the aforesaid period of time, a right of entry across any adjoining or contiguous lands owned by (us) (me) in order to have access to the land described herein. It is specifically agreed and understood that this contractual consent gives the Commonwealth the right to enter, inspect, study, backfill, plant and reclaim the land and abate pollution therefrom as a matter within the police power but does not obligate the Commonwealth to do so, and does not constitute any ownership interest by the Commonwealth in the aforesaid land.

This Consent shall not be construed to impair any contractual agreement between the Mine Operator and the landowner.

(INSERT ADDITIONAL PROVISIONS OR CROSS OUT) This consent is restricted to the operation and maintenance of the mine drainage treatment facility and the use and maintenance of the existing access road only. Consent is restricted to the area cross-hatched on the attached map.

In witness whereof and intending to legally bind (myself) (ourselves), (my) (our) heirs, successors and assigns, (I) (we) have hereunto set (my) (our) hand(s) and seal this 13<sup>TH</sup> day of March, 2007 (year)

Martin F. & Estelle T. Connelly et al

LANDOWNER

(Print Name)

By: James E. Brubaker  
(Signature) (Seal)

James E. Brubaker

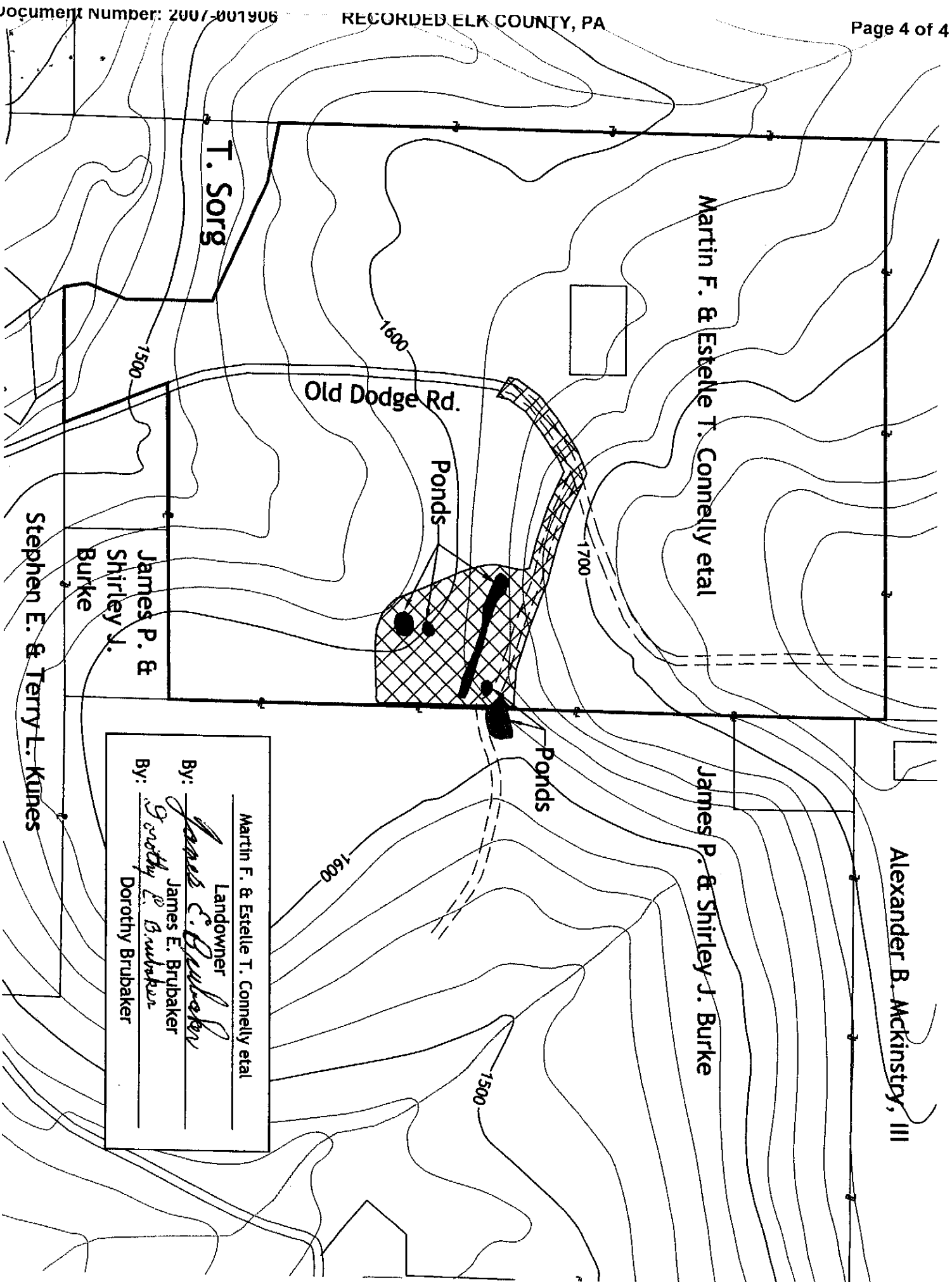
(Print Name)

By: Dorothy E. Brubaker  
(Signature)

Dorothy Brubaker

(Print Name)





Martin F. & Estelle T. Connolly et al  
Landowner  
By: James E. Brubaker  
James E. Brubaker  
By: Dorothy E. Brubaker  
Dorothy Brubaker

Elk County  
240 Main Street  
P.O. Box 314  
Ridgway, PA 15853  
Phone: (814) 776-5347



0125314-0007G

**RECORDING COVER PAGE**

Page 1 of 4

**Document Type:** Consent of Landowner  
**Document Date:** 05/16/2007 10:02:51 AM  
**Document Number:** 2007-001907

**Transaction #:** 125657  
**Document Page Count:** 3

**RETURN TO:**  
JOHN A STRITTMATTER  
390 BEAVER VALLEY ROAD  
PATTON, PA 16668

**SUBMITTED BY:**  
JOHN A STRITTMATTER  
390 BEAVER VALLEY ROAD  
PATTON, PA 16668

**DOCUMENT REFERENCE NAME:**

**FEES / TAXES:**

Recording Fee: Consent of Landowner	\$18.50
<b>Total:</b>	<b>\$18.50</b>

**Document Number:** 2007-001907  
**Recorded Date:** 05/16/2007

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is recorded in the Recorder's Office of  
Elk County, Pennsylvania



P. W. Weidenboerner  
Recorder of Deeds

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5600-FM-MR0010 Rev. 5/98  
"Supplement C"COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
BUREAU OF MINING AND RECLAMATION

APPL. NO. (Department Use Only)

**CONTRACTUAL CONSENT OF LANDOWNER  
(COAL)**

(I) (We), the undersigned, being the owner(s) of 6 acres of land  
located in Jay Township, Elk County, as  
(Township, Borough, City)

described in the deed(s) recorded in the Recorder of Deeds Office Book(s) and page(s) Volume 220, page 671 and  
shown by crosshatched lines on the map attached hereto which is signed in the original by the landowner upon which  
Sky Haven Coal Inc.

(Name of Mining Operator)

proposes to engage in surface mining activities for which application for permit will be made to the Department of Environmental Protection and of which application this consent will be made a part, **DO HEREBY ACKNOWLEDGE THAT THE MINING OPERATOR HAS THE RIGHT TO ENTER UPON AND USE THE LAND FOR THE PURPOSES OF CONDUCTING SURFACE MINING ACTIVITIES.** Furthermore, (I) (We), the undersigned, do hereby irrevocably grant to the mining operator and to the Commonwealth of Pennsylvania, the right to enter upon the aforesaid land before beginning the mining activity(ies), during the mining activity(ies) and for a period of five (5) years after the completion or abandonment of the mining activity(ies) for the purposes of inspecting, studying, backfilling, planting and reclaiming the land and abating pollution in accordance with the provisions of the Surface Mining Conservation and Reclamation Act, The Clean Streams Law, and the Coal Refuse Disposal Act, as amended, rules and regulations promulgated thereunder, and the provisions of permit(s) issued to the Mining Operator. (I) (We) do hereby grant in addition to the Commonwealth, for the aforesaid period of time, a right of entry across any adjoining or contiguous lands owned by (us) (me) in order to have access to the land described herein. It is specifically agreed and understood that this contractual consent gives the Commonwealth the right to enter, inspect, study, backfill, plant and reclaim the land and abate pollution therefrom as a matter within the police power but does not obligate the Commonwealth to do so, and does not constitute any ownership interest by the Commonwealth in the aforesaid land.

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(INSERT ADDITIONAL PROVISIONS OR CROSS OUT) This consent is restricted to the operation and maintenance of the mine drainage treatment facility and the use and maintenance of the existing access road only. Consent is restricted to the area cross-hatched on the attached map.

In witness whereof and intending to legally bind (myself) (ourselves), (my) (our) heirs, successors and assigns, (I) (we) have hereunto set (my) (our) hand(s) and seal this 13<sup>TH</sup> day of MARCH, 2007 (year)

Martin F. & Estelle T. Connelly et al

LANDOWNER

(Print Name)

By: James M. Connelly  
(Signature) (Seal)

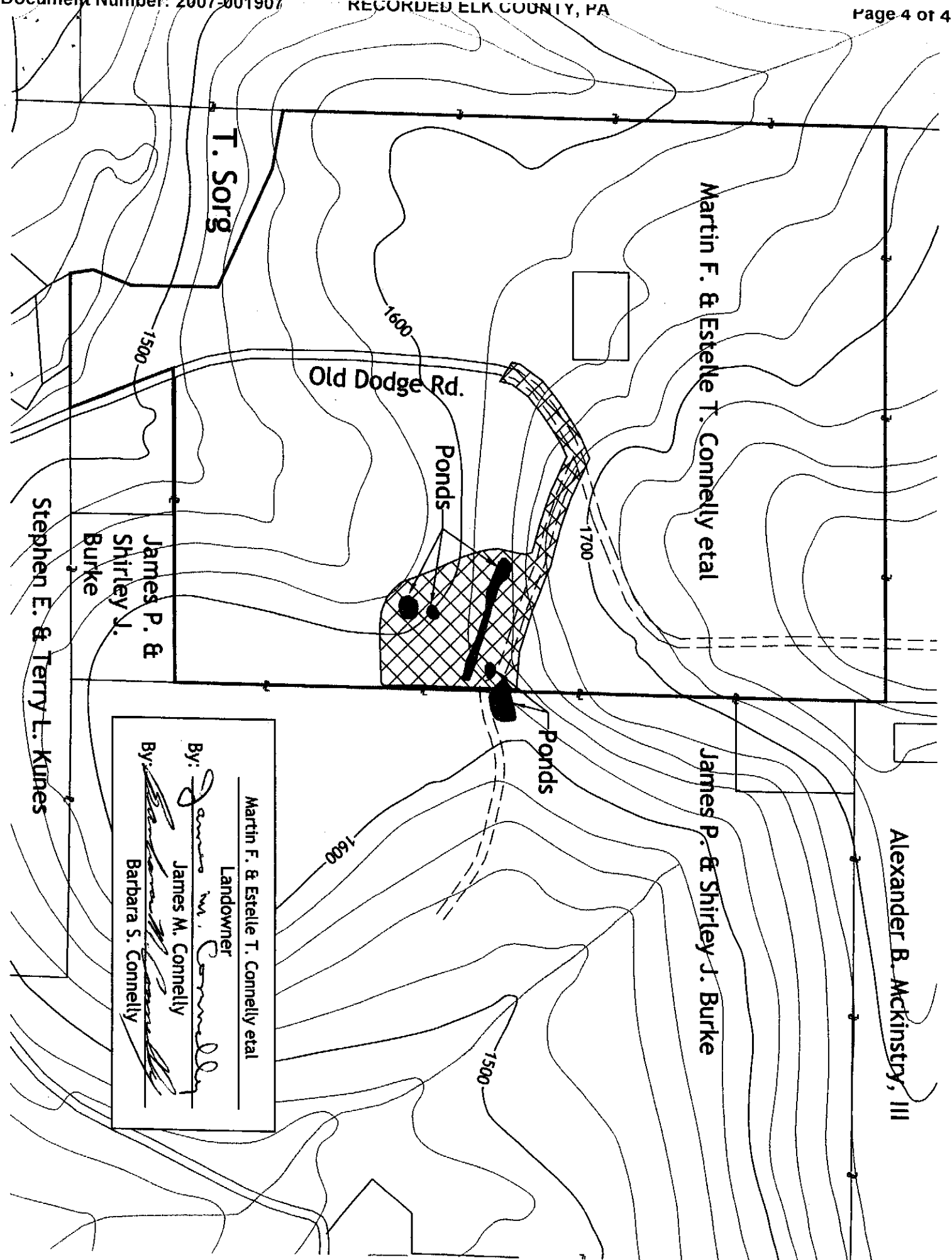
James M. Connelly

(Print Name)

By: Barbara M. Connelly  
(Signature)

Barbara S. Connelly

(Print Name)



T. Sorg

Martin F. & Estelle T. Connolly et al

Old Dodge Rd.

Ponds

Ponds

Alexander B. McKinstry, III

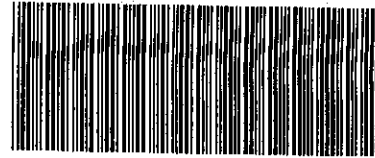
James P. & Shirley J. Burke

Martin F. & Estelle T. Connolly et al  
Landowner  
By: *James M. Connolly*  
James M. Connolly  
By: *Barbara S. Connolly*  
Barbara S. Connolly

Stephen E. & Terry L. Kunes

James P. &  
Shirley J.  
Burke

Elk County  
240 Main Street  
P.O. Box 314  
Ridgway, PA 15853  
Phone: (814) 776-5347



0125315-0007H

**RECORDING COVER PAGE**

Page 1 of 4

**Document Type:** Consent of Landowner  
**Document Date:** 05/16/2007 10:02:52 AM  
**Document Number:** 2007-001908

**Transaction #:** 125657  
**Document Page Count:** 3

**RETURN TO:**  
JOHN A STRITTMATTER  
390 BEAVER VALLEY ROAD  
PATTON, PA 16668

**SUBMITTED BY:**  
JOHN A STRITTMATTER  
390 BEAVER VALLEY ROAD  
PATTON, PA 16668

**DOCUMENT REFERENCE NAME:**

**FEES / TAXES:**

Recording Fee: Consent of Landowner \$18.50  
**Total:** \$18.50

**Document Number:** 2007-001908  
**Recorded Date:** 05/16/2007

I hereby CERTIFY that this document  
is recorded in the Recorder's Office of  
Elk County, Pennsylvania



*P. W. Weidenboerner*  
P. W. Weidenboerner  
Recorder of Deeds

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"Supplement C"COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
BUREAU OF MINING AND RECLAMATION

APPL. NO. (Department Use Only)

**CONTRACTUAL CONSENT OF LANDOWNER  
(COAL)**

(I) (We), the undersigned, being the owner(s) of 6 acres of land located in Jay Township, Elk County, as  
(Township, Borough, City)

described in the deed(s) recorded in the Recorder of Deeds Office Book(s) and page(s) Volume 220, page 671 and shown by crosshatched lines on the map attached hereto which is signed in the original by the landowner upon which Sky Haven Coal Inc.

(Name of Mining Operator)

proposes to engage in surface mining activities for which application for permit will be made to the Department of Environmental Protection and of which application this consent will be made a part, **DO HEREBY ACKNOWLEDGE THAT THE MINING OPERATOR HAS THE RIGHT TO ENTER UPON AND USE THE LAND FOR THE PURPOSES OF CONDUCTING SURFACE MINING ACTIVITIES.** Furthermore, (I) (We), the undersigned, do hereby irrevocably grant to the mining operator and to the Commonwealth of Pennsylvania, the right to enter upon the aforesaid land before beginning the mining activity(ies), during the mining activity(ies) and for a period of five (5) years after the completion or abandonment of the mining activity(ies) for the purposes of inspecting, studying, backfilling, planting and reclaiming the land and abating pollution in accordance with the provisions of the Surface Mining Conservation and Reclamation Act, The Clean Streams Law, and the Coal Refuse Disposal Act, as amended, rules and regulations promulgated thereunder, and the provisions of permit(s) issued to the Mining Operator. (I) (We) do hereby grant in addition to the Commonwealth, for the aforesaid period of time, a right of entry across any adjoining or contiguous lands owned by (us) (me) in order to have access to the land described herein. It is specifically agreed and understood that this contractual consent gives the Commonwealth the right to enter, inspect, study, backfill, plant and reclaim the land and abate pollution therefrom as a matter within the police power but does not obligate the Commonwealth to do so, and does not constitute any ownership interest by the Commonwealth in the aforesaid land.

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(INSERT ADDITIONAL PROVISIONS OR CROSS OUT) This consent is restricted to the operation and maintenance of the mine drainage treatment facility and the use and maintenance of the existing access road only. Consent is restricted to the area cross-hatched on the attached map.

In witness whereof and intending to legally bind (myself) (ourselves), (my) (our) heirs, successors and assigns, (I) (we) have hereunto set (my) (our) hand(s) and seal this 13<sup>TH</sup> day of MARCH, 2007 (year)

Martin F. & Estelle T. Connelly et al

LANDOWNER

(Print Name)

By: Martin F. Connelly 3/13/07  
(Signature) (Seal)

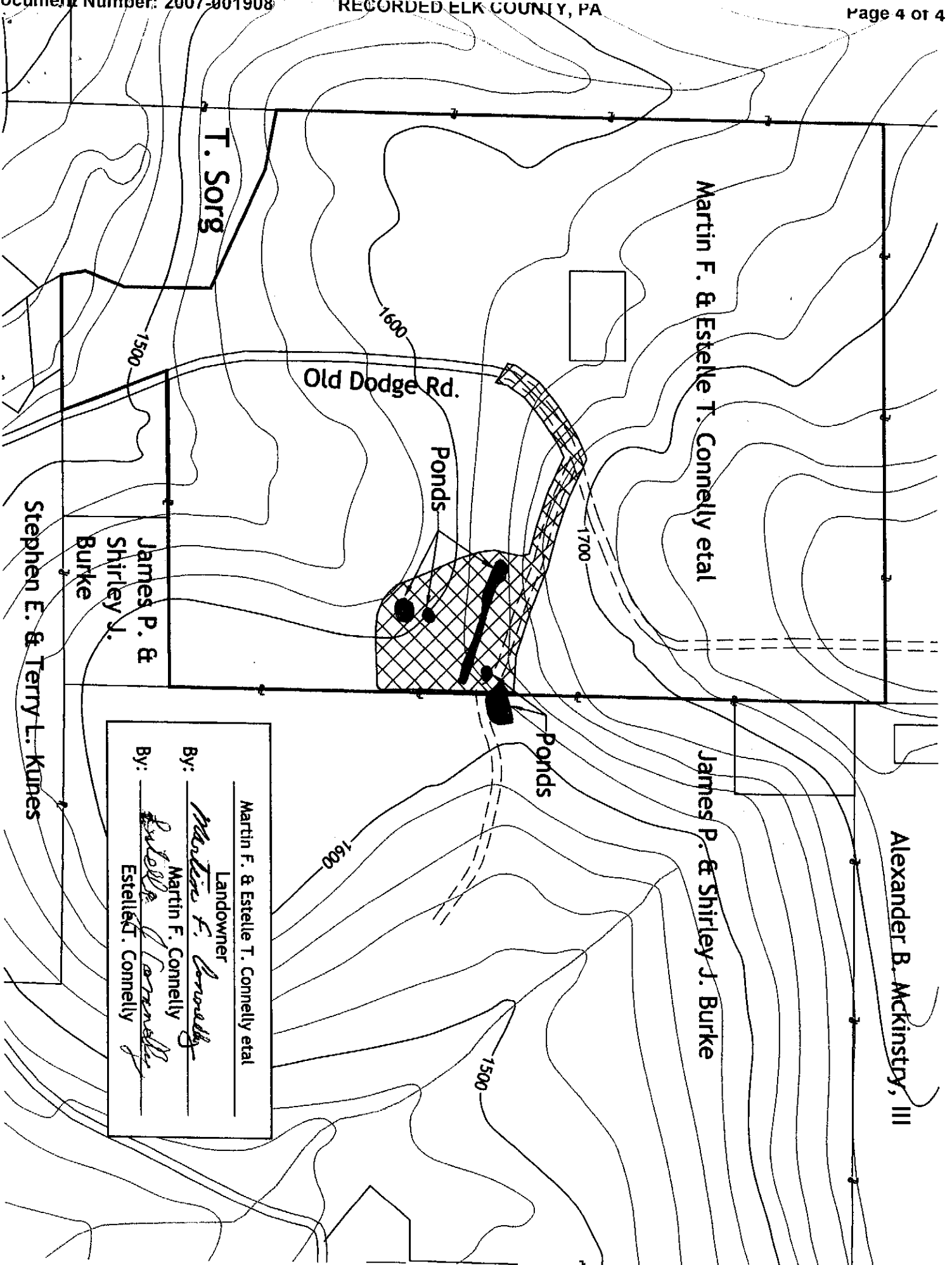
Martin F. Connelly

(Print Name)

By: Estelle J. Connelly  
(Signature)

Estelle J. Connelly

(Print Name)



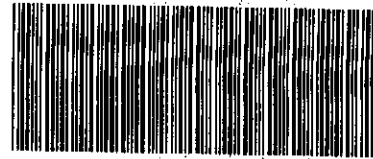
Martin F. & Estelle T. Connolly et al

Landowner

By: Martin F. Connolly

By: Estelle T. Connolly

Elk County  
240 Main Street  
P.O. Box 314  
Ridgway, PA 15853  
Phone: (814) 776-5347



0125316-00071

**RECORDING COVER PAGE**

Page 1 of 4

**Document Type:** Consent of Landowner  
**Document Date:** 05/16/2007 10:02:53 AM  
**Document Number:** 2007-001909

**Transaction #:** 125657  
**Document Page Count:** 3

**RETURN TO:**  
JOHN A STRITTMATTER  
390 BEAVER VALLEY ROAD  
PATTON, PA 16668

**SUBMITTED BY:**  
JOHN A STRITTMATTER  
390 BEAVER VALLEY ROAD  
PATTON, PA 16668

**DOCUMENT REFERENCE NAME:**

**FEES / TAXES:**

Recording Fee: Consent of Landowner \$18.50  
**Total:** \$18.50

**Document Number:** 2007-001909  
**Recorded Date:** 05/16/2007

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Elk County, Pennsylvania



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Recorder of Deeds

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"Supplement C"COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
BUREAU OF MINING AND RECLAMATION

APPL. NO. (Department Use Only)

**CONTRACTUAL CONSENT OF LANDOWNER  
(COAL)**

(I) (We), the undersigned, being the owner(s) of 6 acres of land  
located in Jay Township, Elk County, as  
(Township, Borough, City)

described in the deed(s) recorded in the Recorder of Deeds Office Book(s) and page(s) Volume 220, page 671 and  
shown by crosshatched lines on the map attached hereto which is signed in the original by the landowner upon which  
Sky Haven Coal Inc.

(Name of Mining Operator)

proposes to engage in surface mining activities for which application for permit will be made to the Department of Environmental Protection and of which application this consent will be made a part, **DO HEREBY ACKNOWLEDGE THAT THE MINING OPERATOR HAS THE RIGHT TO ENTER UPON AND USE THE LAND FOR THE PURPOSES OF CONDUCTING SURFACE MINING ACTIVITIES.** Furthermore, (I) (We), the undersigned, do hereby irrevocably grant to the mining operator and to the Commonwealth of Pennsylvania, the right to enter upon the aforesaid land before beginning the mining activity(ies), during the mining activity(ies) and for a period of five (5) years after the completion or abandonment of the mining activity(ies) for the purposes of inspecting, studying, backfilling, planting and reclaiming the land and abating pollution in accordance with the provisions of the Surface Mining Conservation and Reclamation Act, The Clean Streams Law, and the Coal Refuse Disposal Act, as amended, rules and regulations promulgated thereunder, and the provisions of permit(s) issued to the Mining Operator. (I) (We) do hereby grant in addition to the Commonwealth, for the aforesaid period of time, a right of entry across any adjoining or contiguous lands owned by (us) (me) in order to have access to the land described herein. It is specifically agreed and understood that this contractual consent gives the Commonwealth the right to enter, inspect, study, backfill, plant and reclaim the land and abate pollution therefrom as a matter within the police power but does not obligate the Commonwealth to do so, and does not constitute any ownership interest by the Commonwealth in the aforesaid land.

This Consent shall not be construed to impair any contractual agreement between the Mine Operator and the landowner.

(INSERT ADDITIONAL PROVISIONS OR CROSS OUT) This consent is restricted to the operation and maintenance of the mine drainage treatment facility and the use and maintenance of the existing access road only. Consent is restricted to the area cross-hatched on the attached map.

In witness whereof and intending to legally bind (myself) (ourselves), (my) (our) heirs, successors and assigns, (I) (we) have hereunto set (my) (our) hand(s) and seal this 8<sup>th</sup> day of May, 2007 (year)

Martin F. & Estelle T. Connelly et al

LANDOWNER

(Print Name)

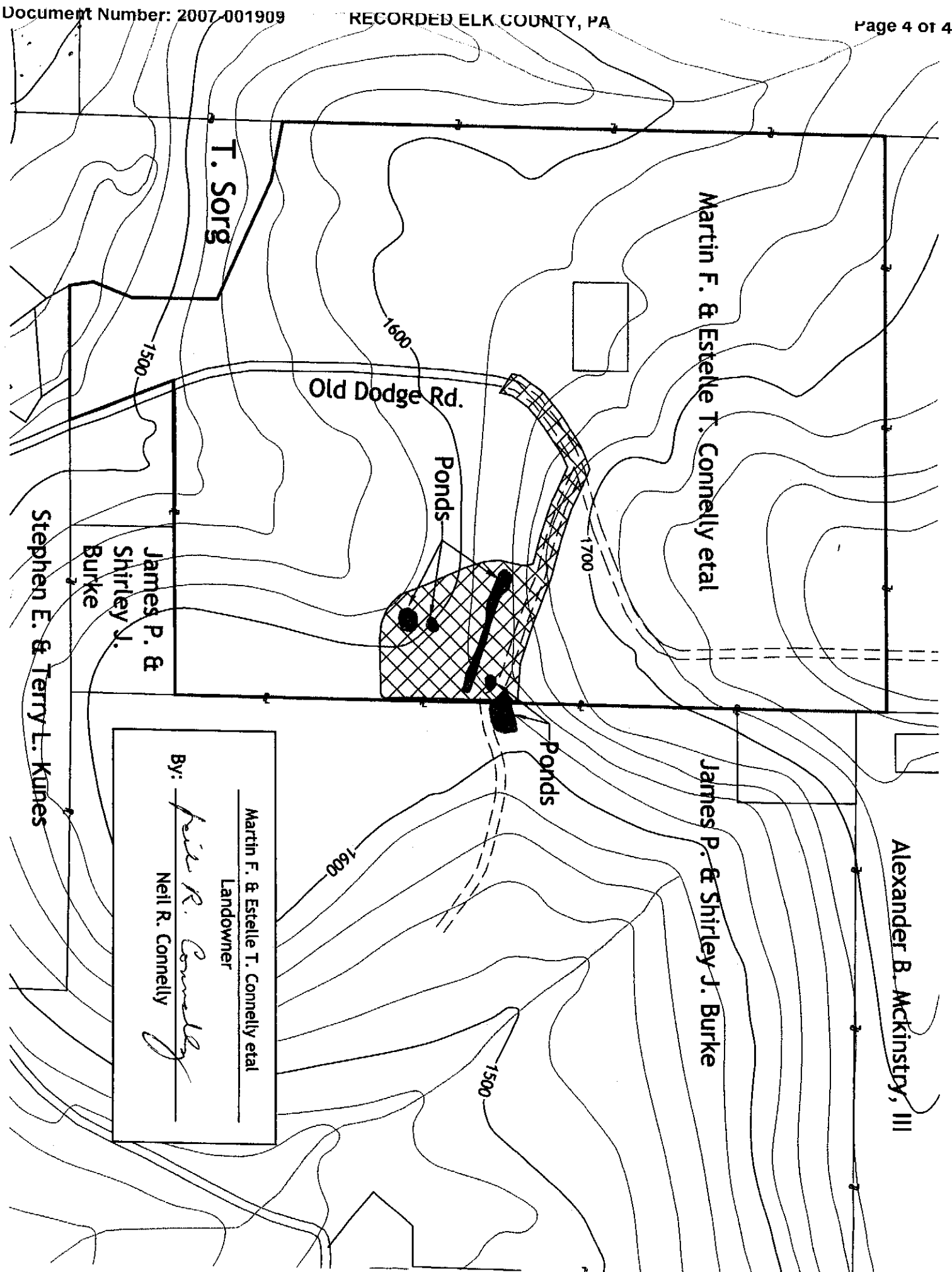
By: Neil R. Connelly  
(Signature) (Seal)

Neil R. Connelly

(Print Name)

By: \_\_\_\_\_  
(Signature)

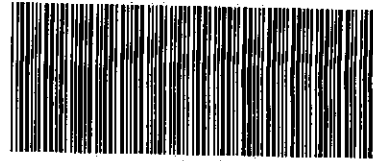
(Print Name)



Martin F. & Estelle T. Connelly et al  
Landowner  
By: *Neil R. Connelly*  
Neil R. Connelly

Stephen E. & Terry L. Kunes

Elk County  
240 Main Street  
P.O. Box 314  
Ridgway, PA 15853  
Phone: (814) 776-5347



0125317-0007J

**RECORDING COVER PAGE**

Page 1 of 4

**Document Type:** Consent of Landowner  
**Document Date:** 05/16/2007 10:02:54 AM  
**Document Number:** 2007-001910

**Transaction #:** 125657  
**Document Page Count:** 3

**RETURN TO:**  
JOHN A STRITTMATTER  
390 BEAVER VALLEY ROAD  
PATTON, PA 16668

**SUBMITTED BY:**  
JOHN A STRITTMATTER  
390 BEAVER VALLEY ROAD  
PATTON, PA 16668

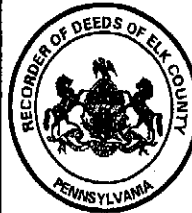
**DOCUMENT REFERENCE NAME:**

**FEES / TAXES:**

Recording Fee: Consent of Landowner	\$18.50
<b>Total:</b>	<b>\$18.50</b>

**Document Number:** 2007-001910  
**Recorded Date:** 05/16/2007

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is recorded in the Recorder's Office of  
Elk County, Pennsylvania



*P. W. Weidenboerner*

P. W. Weidenboerner  
Recorder of Deeds

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"Supplement C"COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
BUREAU OF MINING AND RECLAMATION

APPL. NO. (Department Use Only)

**CONTRACTUAL CONSENT OF LANDOWNER  
(COAL)**

(I) (We), the undersigned, being the owner(s) of 1/6 120-6 acres of land  
located in Jay Township Elk County, as  
(Township, Borough, City)

described in the deed(s) recorded in the Recorder of Deeds Office Book(s) and page(s) Volume 220, page 671 and  
shown by crosshatched lines on the map attached hereto which is signed in the original by the landowner upon which  
Sky Haven Coal Inc.

(Name of Mining Operator)

proposes to engage in surface mining activities for which application for permit will be made to the Department of Environmental Protection and of which application this consent will be made a part, **DO HEREBY ACKNOWLEDGE THAT THE MINING OPERATOR HAS THE RIGHT TO ENTER UPON AND USE THE LAND FOR THE PURPOSES OF CONDUCTING SURFACE MINING ACTIVITIES.** Furthermore, (I) (We), the undersigned, do hereby irrevocably grant to the mining operator and to the Commonwealth of Pennsylvania, the right to enter upon the aforesaid land before beginning the mining activity(ies), during the mining activity(ies) and for a period of five (5) years after the completion or abandonment of the mining activity(ies) for the purposes of inspecting, studying, backfilling, planting and reclaiming the land and abating pollution in accordance with the provisions of the Surface Mining Conservation and Reclamation Act, The Clean Streams Law, and the Coal Refuse Disposal Act, as amended, rules and regulations promulgated thereunder, and the provisions of permit(s) issued to the Mining Operator. (I) (We) do hereby grant in addition to the Commonwealth, for the aforesaid period of time, a right of entry across any adjoining or contiguous lands owned by (us) (me) in order to have access to the land described herein. It is specifically agreed and understood that this contractual consent gives the Commonwealth the right to enter, inspect, study, backfill, plant and reclaim the land and abate pollution therefrom as a matter within the police power but does not obligate the Commonwealth to do so, and does not constitute any ownership interest by the Commonwealth in the aforesaid land.

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In witness whereof and intending to legally bind (myself) (ourselves), (my) (our) heirs, successors and assigns, (I) (we) have hereunto set (my) (our) hand(s) and seal this 8<sup>th</sup> day of May, 2007 (year)

Martin F. & Estelle T. Connelly et al

LANDOWNER

(Print Name)

By: Elizabeth D. Connelly

(Signature)

(Seal)

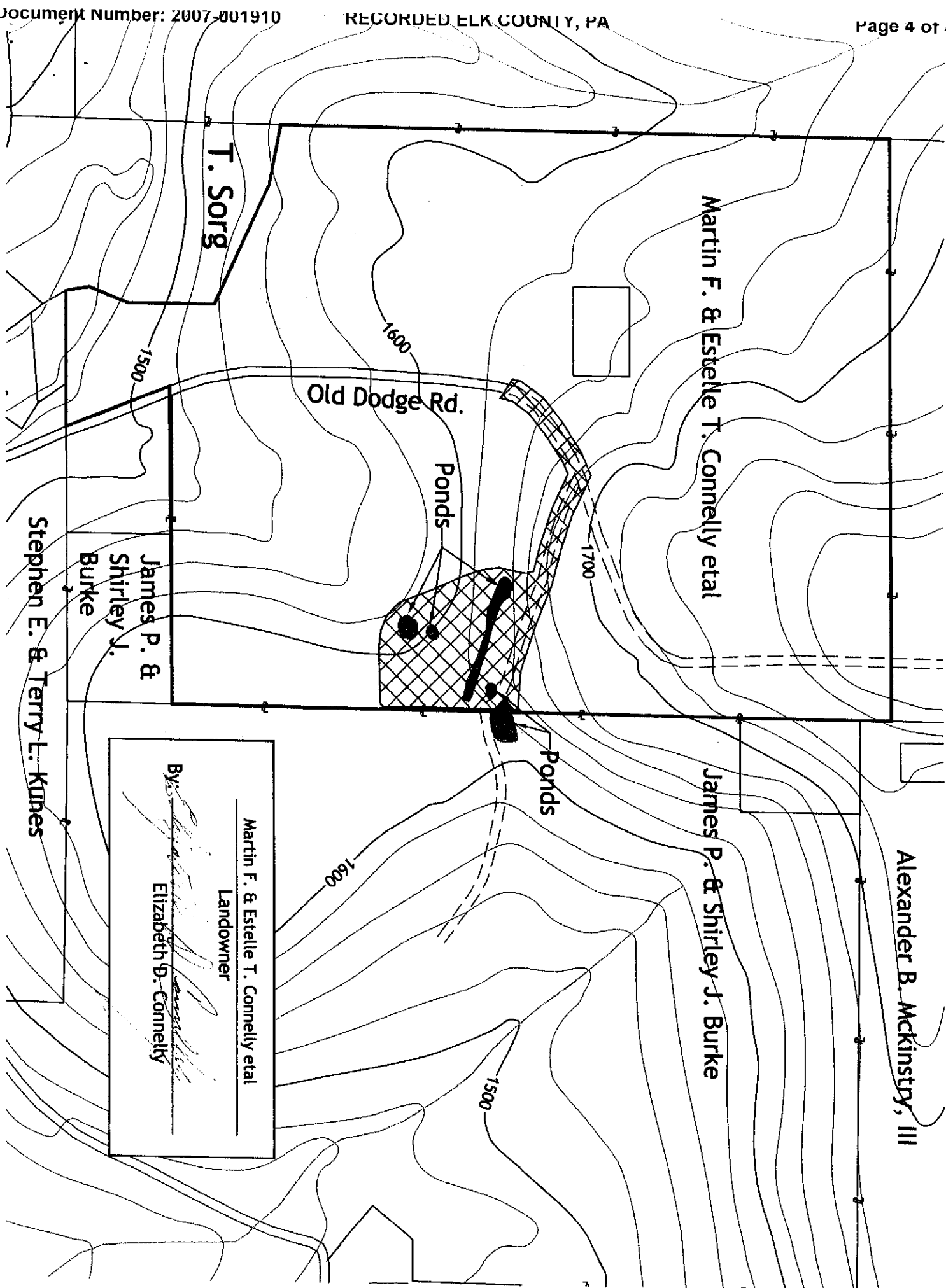
Elizabeth D. Connelly

(Print Name)

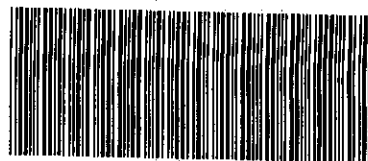
By: \_\_\_\_\_

(Signature)

(Print Name)



Elk County  
240 Main Street  
P.O. Box 314  
Ridgway, PA 15853  
Phone: (814) 776-5347



0125318-0007K

**RECORDING COVER PAGE**

Page 1 of 4

**Document Type:** Consent of Landowner  
**Document Date:** 05/16/2007 10:02:55 AM  
**Document Number:** 2007-001911

**Transaction #:** 125657  
**Document Page Count:** 3

**RETURN TO:**  
JOHN A STRITTMATTER  
390 BEAVER VALLEY ROAD  
PATTON, PA 16668

**SUBMITTED BY:**  
JOHN A STRITTMATTER  
390 BEAVER VALLEY ROAD  
PATTON, PA 16668

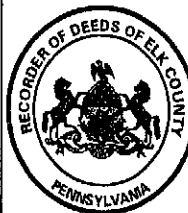
**DOCUMENT REFERENCE NAME:**

**FEES / TAXES:**

Recording Fee: Consent of Landowner	\$18.50
<b>Total:</b>	<b>\$18.50</b>

**Document Number:** 2007-001911  
**Recorded Date:** 05/16/2007

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Elk County, Pennsylvania



P. W. Weidenboerner  
Recorder of Deeds

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"Supplement C"COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
BUREAU OF MINING AND RECLAMATION

APPL. NO. (Department Use Only)

**CONTRACTUAL CONSENT OF LANDOWNER  
(COAL)**

(I) (We), the undersigned, being the owner(s) of 6 acres of land  
located in Jay Township, Elk County, as  
(Township, Borough, City)

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shown by crosshatched lines on the map attached hereto which is signed in the original by the landowner upon which  
Sky Haven Coal Inc.

(Name of Mining Operator)

proposes to engage in surface mining activities for which application for permit will be made to the Department of Environmental Protection and of which application this consent will be made a part, **DO HEREBY ACKNOWLEDGE THAT THE MINING OPERATOR HAS THE RIGHT TO ENTER UPON AND USE THE LAND FOR THE PURPOSES OF CONDUCTING SURFACE MINING ACTIVITIES.** Furthermore, (I) (We), the undersigned, do hereby irrevocably grant to the mining operator and to the Commonwealth of Pennsylvania, the right to enter upon the aforesaid land before beginning the mining activity(ies), during the mining activity(ies) and for a period of five (5) years after the completion or abandonment of the mining activity(ies) for the purposes of inspecting, studying, backfilling, planting and reclaiming the land and abating pollution in accordance with the provisions of the Surface Mining Conservation and Reclamation Act, The Clean Streams Law, and the Coal Refuse Disposal Act, as amended, rules and regulations promulgated thereunder, and the provisions of permit(s) issued to the Mining Operator. (I) (We) do hereby grant in addition to the Commonwealth, for the aforesaid period of time, a right of entry across any adjoining or contiguous lands owned by (us) (me) in order to have access to the land described herein. It is specifically agreed and understood that this contractual consent gives the Commonwealth the right to enter, inspect, study, backfill, plant and reclaim the land and abate pollution therefrom as a matter within the police power but does not obligate the Commonwealth to do so, and does not constitute any ownership interest by the Commonwealth in the aforesaid land.

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(INSERT ADDITIONAL PROVISIONS OR CROSS OUT) This consent is restricted to the operation and maintenance of the mine drainage treatment facility and the use and maintenance of the existing access road only. Consent is restricted to the area cross-hatched on the attached map.

In witness whereof and intending to legally bind (myself) (ourselves), (my) (our) heirs, successors and assigns, (I) (we) have hereunto set (my) (our) hand(s) and seal this 2<sup>nd</sup> day of May, 2007 (year)

Martin F. & Estelle T. Connelly et al

LANDOWNER

(Print Name)

By: Denise Berger  
(Signature) (Seal)

Denise Berger

(Print Name)

By: \_\_\_\_\_  
(Signature)

(Print Name)

☐ Alexander B. McKinstry, III

Martin F. & Estelle T. Connelly et al

James P. & Shirley J. Burke

Old Dodge Rd.

Ponds

Ponds

T. Sorg

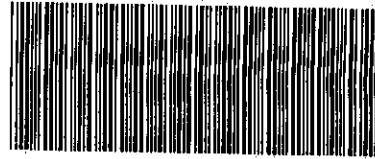
James P.  
& Shirley  
J. Burke

Stephen E. & Terry L. Kunes

Martin F. & Estelle T. Connelly et al  
Landowner  
By: Denise Berger  
Denise Berger



Elk County  
240 Main Street  
P.O. Box 314  
Ridgway, PA 15853  
Phone: (814) 776-5347



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**RECORDING COVER PAGE**

Page 1 of 4

**Document Type:** Consent of Landowner  
**Document Date:** 05/16/2007 10:02:56 AM  
**Document Number:** 2007-001912

**Transaction #:** 125657  
**Document Page Count:** 3

**RETURN TO:**  
JOHN A STRITTMATTER  
390 BEAVER VALLEY ROAD  
PATTON, PA 16668

**SUBMITTED BY:**  
JOHN A STRITTMATTER  
390 BEAVER VALLEY ROAD  
PATTON, PA 16668

**DOCUMENT REFERENCE NAME:**

**FEES / TAXES:**

Recording Fee: Consent of Landowner	\$18.50
<b>Total:</b>	<b>\$18.50</b>

**Document Number:** 2007-001912  
**Recorded Date:** 05/16/2007

I hereby CERTIFY that this document  
is recorded in the Recorder's Office of  
Elk County, Pennsylvania



P. W. Weidenboerner  
Recorder of Deeds

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5600-FM-MR0010 Rev. 5/98  
"Supplement C"COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
BUREAU OF MINING AND RECLAMATION

APPL. NO. (Department Use Only)

**CONTRACTUAL CONSENT OF LANDOWNER  
(COAL)**

(I) (We), the undersigned, being the owner(s) of 6 acres of land  
located in Jay Township, Elk County, as  
(Township, Borough, City)

described in the deed(s) recorded in the Recorder of Deeds Office Book(s) and page(s) Volume 220, page 671 and  
shown by crosshatched lines on the map attached hereto which is signed in the original by the landowner upon which  
Sky Haven Coal Inc.

(Name of Mining Operator)

proposes to engage in surface mining activities for which application for permit will be made to the Department of Environmental Protection and of which application this consent will be made a part, **DO HEREBY ACKNOWLEDGE THAT THE MINING OPERATOR HAS THE RIGHT TO ENTER UPON AND USE THE LAND FOR THE PURPOSES OF CONDUCTING SURFACE MINING ACTIVITIES.** Furthermore, (I) (We), the undersigned, do hereby irrevocably grant to the mining operator and to the Commonwealth of Pennsylvania, the right to enter upon the aforesaid land before beginning the mining activity(ies), during the mining activity(ies) and for a period of five (5) years after the completion or abandonment of the mining activity(ies) for the purposes of inspecting, studying, backfilling, planting and reclaiming the land and abating pollution in accordance with the provisions of the Surface Mining Conservation and Reclamation Act, The Clean Streams Law, and the Coal Refuse Disposal Act, as amended, rules and regulations promulgated thereunder, and the provisions of permit(s) issued to the Mining Operator. (I) (We) do hereby grant in addition to the Commonwealth, for the aforesaid period of time, a right of entry across any adjoining or contiguous lands owned by (us) (me) in order to have access to the land described herein. It is specifically agreed and understood that this contractual consent gives the Commonwealth the right to enter, inspect, study, backfill, plant and reclaim the land and abate pollution therefrom as a matter within the police power but does not obligate the Commonwealth to do so, and does not constitute any ownership interest by the Commonwealth in the aforesaid land.

This Consent shall not be construed to impair any contractual agreement between the Mine Operator and the landowner.

(INSERT ADDITIONAL PROVISIONS OR CROSS OUT) This consent is restricted to the operation and maintenance of the mine drainage treatment facility and the use and maintenance of the existing access road only. Consent is restricted to the area cross-hatched on the attached map.

In witness whereof and intending to legally bind (myself) (ourselves), (my) (our) heirs, successors and assigns, (I) (we) have hereunto set (my) (our) hand(s) and seal this 8<sup>th</sup> day of May, 2007 (year)

Martin F. & Estelle T. Connelly et al

LANDOWNER

(Print Name)

Julien A. Faisant  
By: Julien A. Faisant, POA 5/4/07  
(Signature) (Seal)

Julien A. Faisant

(Print Name)

By: \_\_\_\_\_  
(Signature)

(Print Name)

Alexander B. McKinstry, III

James P. & Shirley J. Burke

Martin F. & Estelle T. Connelly et al

Ponds

Old Dodge Rd.

Ponds

Martin F. & Estelle T. Connelly et al

Landowner

*Julie A. Sorg*

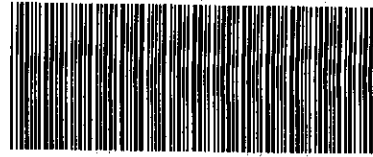
By: *Julien A. Faisant*

James P.  
& Shirley  
J. Burke

T. Sorg

Stephen E. & Terry L. Kunes

Elk County  
240 Main Street  
P.O. Box 314  
Ridgway, PA 15853  
Phone: (814) 776-5347



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**RECORDING COVER PAGE**

Page 1 of 4

**Document Type:** Consent of Landowner  
**Document Date:** 05/16/2007 10:02:57 AM  
**Document Number:** 2007-001913

**Transaction #:** 125657  
**Document Page Count:** 3

**RETURN TO:**  
JOHN A STRITTMATTER  
390 BEAVER VALLEY ROAD  
PATTON, PA 16668

**SUBMITTED BY:**  
JOHN A STRITTMATTER  
390 BEAVER VALLEY ROAD  
PATTON, PA 16668

**DOCUMENT REFERENCE NAME:**

**FEES / TAXES:**

Recording Fee: Consent of Landowner \$18.50  
**Total:** \$18.50

**Document Number:** 2007-001913  
**Recorded Date:** 05/16/2007

I hereby CERTIFY that this document  
is recorded in the Recorder's Office of  
Elk County, Pennsylvania



P. W. Weidenboerner  
Recorder of Deeds

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5600-FM-MR0010 Rev. 5/98  
"Supplement C"

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
BUREAU OF MINING AND RECLAMATION

APPL. NO. (Department Use Only)

**CONTRACTUAL CONSENT OF LANDOWNER  
(COAL)**

(I) (We), the undersigned, being the owner(s) of 6 acres of land  
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(Township, Borough, City)

described in the deed(s) recorded in the Recorder of Deeds Office Book(s) and page(s) Volume 220, page 671 and  
shown by crosshatched lines on the map attached hereto which is signed in the original by the landowner upon which  
Sky Haven Coal Inc.

(Name of Mining Operator)

proposes to engage in surface mining activities for which application for permit will be made to the Department of Environmental Protection and of which application this consent will be made a part, **DO HEREBY ACKNOWLEDGE THAT THE MINING OPERATOR HAS THE RIGHT TO ENTER UPON AND USE THE LAND FOR THE PURPOSES OF CONDUCTING SURFACE MINING ACTIVITIES.** Furthermore, (I) (We), the undersigned, do hereby irrevocably grant to the mining operator and to the Commonwealth of Pennsylvania, the right to enter upon the aforesaid land before beginning the mining activity(ies), during the mining activity(ies) and for a period of five (5) years after the completion or abandonment of the mining activity(ies) for the purposes of inspecting, studying, backfilling, planting and reclaiming the land and abating pollution in accordance with the provisions of the Surface Mining Conservation and Reclamation Act, The Clean Streams Law, and the Coal Refuse Disposal Act, as amended, rules and regulations promulgated thereunder, and the provisions of permit(s) issued to the Mining Operator. (I) (We) do hereby grant in addition to the Commonwealth, for the aforesaid period of time, a right of entry across any adjoining or contiguous lands owned by (us) (me) in order to have access to the land described herein. It is specifically agreed and understood that this contractual consent gives the Commonwealth the right to enter, inspect, study, backfill, plant and reclaim the land and abate pollution therefrom as a matter within the police power but does not obligate the Commonwealth to do so, and does not constitute any ownership interest by the Commonwealth in the aforesaid land.

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In witness whereof and intending to legally bind (myself), (ourselves), (my) (our) heirs, successors and assigns, (I) (we) have hereunto set (my) (our) hand(s) and seal this 24<sup>th</sup> day of March, 2007 (year)

Martin F. & Estelle T. Connelly et al

LANDOWNER

(Print Name)

By: \_\_\_\_\_  
(Signature) (Seal)

Mariette C. Miller

(Print Name)

By: Mariette C. Miller  
(Signature)

MARIETTE C. MILLER

(Print Name)

