

INGRESS/EGRESS & RIGHT OF ENTRY CONSENT FOR
RECLAMATION ACTIVITIES

between

UTAH STATE UNIVERSITY formerly known as
COLLEGE OF EASTERN UTAH
and

UTAH DIVISION OF OIL, GAS & MINING, DEPARTMENT OF NATURAL RESOURCES

Utah State University, formerly known as College of Eastern Utah, acting as principal for and on behalf of its Carbon Energy Innovation Center (“Landowner”), or as agent for the Landowner, hereby consents to the following activities by the Utah Division of Oil, Gas & Mining, Department of Natural Resources (“Division”) and its agents, employees or contractors:

1. Duly authorized employees, agents and/or contractors of the Division may enter upon the land (Property) to utilize the existing road and parking lot as described below and illustrated on Exhibit A, of the Carbon Energy Innovation Center. The purpose is to provide a safe turn around and secure lock up for equipment and haul trucks working on the adjacent land as part of the reclamation activities to eliminate hazards created by past mining activities that affect the public's health, safety and general welfare in Carbon County, Utah, located in Township 13 South, Range 9 East, Section 1, Salt Lake Base Meridian, Indian Price Canyon Project.

Parcel #/ Tax Serial #	Township/Range/Section	Proposed Action	
002-0015-0005	T13S, R9E, Sec 1	Road and parking lot.	Ingress/Egress for equipment and haul trucks to use existing road and parking lot to safely turn haul trucks around and store equipment on your property while working at the Indian Price Canyon Project.
02-0418-0001	T13S, R10E, Sec 6		
02-0013-0003	T12S, R10E, Sec 31		

2. It is understood that the Division will hire contractors to carry out reclamation activities. The Division will only accept liability to the extent required by Utah Administrative Code R643-874-150 or Utah Administrative Code R643-875-190 for actions related to these activities. The Division will require its contractor to carry liability insurance and agree to indemnify the Division and the Landowner from any and all injuries sustained, or claims made,

by Division and contractor employees and agents, and by third parties in connection with contractor's performance of the reclamation activities.

3. Upon termination of this Right of Entry Consent, Division and contractors will surrender the Property to Landowner in the same condition as when the Property was entered upon by Division, excepting any reasonable wear and tear, acts of God, and damage covered by fire and casualty insurance.

4. Except as herein set forth in this Right of Entry Consent, neither the Division nor the Landowner shall undertake any activity, either expressed or implied, nor make any representation that purports to bind the other.

5. Duly authorized personnel of the Division are granted permission to inspect access road and parking lot at reasonable times.

6. It is expressly understood that all costs incurred for studies and reclamation activities shall be the sole liability of the Division.

7. All reclamation activity performed is pursuant to authority and funding under the Surface Mining Control and Reclamation Act of 1977 and Utah Administrative Code R643-870. et seq. and does not constitute a warranty or guarantee to the Landowner relative to the protection of public health, safety, and general welfare or suitability of the premises for any specific use.

8. This agreement will terminate upon completion of the project, but no later than December 31, 2016, unless extended by writing signed by both parties.

Dated this 27th day of MAY, 2016

DIVISION OF OIL, GAS & MINING

UTAH STATE UNIVERSITY f/k/a
COLLEGE OF EASTERN UTAH

I certify that I am a legal owner or agent for the legal owner of the above-described property.

By: _____
Name: John R. Baza
Title: Director

By: David T. Cowley
FOR Name: David T. Cowley
Title: Vice President for Business and Finance

Steve Fluke, Administrator
Abandoned Mine Reclamation Program

EXHIBIT A

