

(Name of organization requesting permission)
(Address)
(City, State, Zip)

(Date)

Subject: (Name of organization requesting permission)
(Permit No. _____)
(Line Reference) (Do not state voltage)

Dear Sir:

American Electric Power hereby consents to the proposal of (Name of organization requesting permission), herein referred to as Coal Company, to blast and conduct mining operations in the area of American Electric Power's (Name of line) (), located (Description) as shown on map entitled . Your blasting and the conducting of mining operations within or in the vicinity of American Electric Power's right of way will constitute your acceptance of and agreement to abide by these conditions:

1. Coal Company agrees to maintain an undisturbed area extending _____ feet in all directions from the center of the poles, supported structures, or towers on said electric power line and further agrees to maintain an undisturbed area extending ____ feet in all directions from all anchor guys.

2. Coal Company agrees that any blasting required in the area is to be conducted by certified individual meeting requirements as established by local, state and federal governmental agencies. American Electric Power's facilities (guys, structures, and conductors) shall not be subjected to seismic vibrations caused by blasting in excess of a maximum total peak particle velocity of 2.0 inches per second in any one of three mutually perpendicular directions identified as traverse, vertical, and longitudinal. A properly calibrated seismograph shall be used to record vibration levels. The geophone of the seismograph shall be located within 10 feet of the structure between the blast and the structure. The geophone shall be properly coupled to provide accurate vibration readings. Blasting shall also be controlled so as to prevent any debris from being blown into the conductors or structures of American Electric Power's facilities. Air blast shall be controlled to prevent arcing of conductors to one another or to any structure. Air blast shall also be controlled to a limit of 150 dBl at American Electric Power's facilities. A copy of the blasting log shall be provided to the undersigned within 30 days following the blast.

3. Coal Company agrees not to increase the present ground elevation in the right of way area so as to reduce the clearance between the conductors and the ground to be less than prescribed by the National Electrical Safety Code.

4. Coal Company agrees to provide American Electric Power reasonable access, in American Electric Power's opinion, at all times for the operation, maintenance, repair, alteration, reconstruction and removal, from time to time, of any or all of American Electric Power's facilities.

5. Coal Company agrees that the construction, use, and maintenance of haul roads on the right of way will not materially change the surface elevation from that existing prior to the granting of said consent.

6. Coal Company agrees to pay American Electric Power the total cost of any relocation necessitated as a result of the mining operation in said areas.

7. Coal Company agrees to reimburse American Electric Power for the total cost of any repairs or damages to American Electric Power's facilities resulting from the mining operation in the described area.

8. Coal Company agrees that it will obtain all necessary permits and approvals from local, state and federal governmental agencies and in their mining operation will comply with all applicable rules and regulations.

9. Coal Company agrees that if at any time an inspection of the aforesaid mining operation by American Electric Power reveals failure on behalf of the Coal Company to comply with the terms and conditions herein, this letter of consent shall be terminated.

10. By acceptance of this letter of consent, Coal Company agrees to indemnify and hold American Electric Power harmless from any injury or damage to personnel or equipment as a result of any act or omission occasioned by the mining operation in the area.

11. Coal Company agrees that this letter of consent does not constitute notice to American Electric Power requesting the relocation of the said power line as defined under the terms and conditions of the right-of-way agreement dated

12. Coal Company agrees that this letter of consent does not constitute notice to American Electric Power that the Coal Company intends to remove coal without leaving any support for the surface or overlying property and thereby to cause subsidence as defined in the terms and conditions of the right-of-way agreement dated

13. This letter is not valid until the agents of both American Electric Power and the Coal Company have signed it.

In addition to the above, extreme care should be exercised by everybody working under or adjacent to American Electric Power's facilities.

Sincerely,

AMERICAN ELECTRIC POWER

BY: _____

Carl A. Persing

ITS: Manager, Transmission Line Engineering

HAVE SEEN AND AGREED:

Name of Coal Company

BY: _____

ITS: _____