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Cyprus Plateau Mining Corporation  
P.O. Drawer PMC  
Price, Utah 84501  
(801) 637-2875

February 26, 1990

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

RECEIVED  
FEB 28 1990

DIVISION OF  
OIL, GAS & MINING

Dear Lowell,

I do not have a problem with the joint finding agreement as long as the agreements of our last meeting are adhered to. I will review the DOGM/GPMC agreement to see if we need any changes. Do you have any modifications that you wish to purpose?

Sincerely,

A handwritten signature in cursive script that reads 'Bob'.

Robert Lauman  
Manager Technical Services

RL/gd

chrono: RL 900203



# United States Department of the Interior

## GEOLOGICAL SURVEY

WATER RESOURCES DIVISION  
 Room 1016 Administration Building  
 1745 West 1700 South  
 Salt Lake City, Utah 84104  
 January 26, 1990

**RECEIVED**  
 JAN 29 1990

DIVISION OF  
 OIL, GAS & MINING

Dr. Dianne Nielson, Director  
 Department of Natural Resources  
 Division of Oil, Gas and Mining  
 355 W. North Temple  
 3 Triad Center, Suite 350  
 Salt Lake City, UT 84180-1203

ATTN: Lowell Braxton

Dear Dr. Nielson:

Attached you will find a Joint Funding Agreement for the period of October 1, 1989 thru September 30, 1990 for the amount of \$25,500 each year. This agreement is for water resource investigations related to land subsidence caused by underground coal mining.

Please send three (3) full copies of the agreement to me as soon as possible after the required signatures have been received.

District Chief

*Kay Powell*  
 Kay Powell  
 Administrative Officer

*Lowell, I interpret that the maximum  
 Cyprus Plateau ~~of~~ liability under this  
 contract is \$25,500. If DOGM + Plateau  
 elect to do additional work i.e. monuments  
 or photographic evaluation that additional  
 work would be outside the contract  
 and for Plateau's account only.*

*B.L.*

Form 9-1366 (REV. 6/86)

Department of the Interior Geological Survey Joint Funding Agreement FOR

UT-014 Agr. #UT9002200

Water Resource Investigations

THIS AGREEMENT is entered into as of the 25th day of Jan. 1990 by the GEOLOGICAL SURVEY, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the Division of Oil, Gas and Mining,

party of the second part.

1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation and investigation of the hydrologic effects of mining-related land subsidence caused by underground coal mining.

hereinafter called the program.

2. The following amounts shall be contributed to cover all of the cost of the necessary field and office work directly related to this program, but excluding any bureau level general administrative or accounting work in the office of either party.

(a) \$ 25,500 by the party of the first part during the period October 1, 1989 to September 30, 1990

(b) \$ 25,500 by the party of the second part during the period October 1, 1989 to September 30, 1990

(c) Additional amounts by during the above period or succeeding periods as may be determined by mutual agreement and set in exchange of letters between the parties.

3. Expenses incurred in the performance of this program may be paid by either party in conformity with the laws and regulations respectively governing each party, provided that so far as may be mutually agreeable all expenses shall be paid in the first instance by the party of the first part with appropriate reimbursement thereafter by the party of the second part. Each party shall furnish to the other party such statements or reports of expenditures as may be needed to satisfy fiscal requirements.

4. The field and office work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.

5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.

6. During the progress of the work all operations of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party, may terminate this agreement upon 60 days written notice to the other party.

7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

8. The maps, records or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program and, if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at cost, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records or reports published by either party shall contain a statement of the cooperative relations between the parties.

9. Billing for this agreement will be rendered September 30, 1990. Payments of bills are due within 60 days after the billing date. If not paid by the due date, interest will be charged at the current Treasury rate for each 30-day period, or portion thereof, that the payment is delayed beyond the due date. (31 USC 3717; Comptroller General File 8-212222, August 23, 1983.)

GEOLOGICAL SURVEY UNITED STATES DEPARTMENT OF THE INTERIOR

By [Signature] District Chief

By [Signature] Director, Division of Oil, Gas & Mining
By [Signature] Budget Officer, Div. Oil, Gas & Mining
By [Signature] Exec. Director, Dept. Natural Resources
By [Signature] Management Services Coordinator Division of Finance