

Document Information Form

Mine Number: C/015/004

File Name: Internal

To: DOGM

From:

Person N/A

Company N/A

Date Sent: N/A

Explanation:

AGREEMENT

cc:

File in: C/015, 004, Internal

- Refer to:
- Confidential
 - Shelf
 - Expandable

Date _____ For additional information

File in Swisher Coal Co.
Huntington Canyon #4
Emery Co.

ACT/015/005

A G R E E M E N T

THIS AGREEMENT entered into on this 24 day of September, 1976, by and between SWISHER COAL COMPANY, a Utah Corporation, and HUNTINGTON CITY, a Municipal Corporation;

W I T N E S S E T H :

THAT WHEREAS, SWISHER COAL COMPANY is undertaking to develop and put into operation a coal mine in Mill Fork Canyon, known as Huntington Canyon #4 Mine, in Emery County, Utah;

AND WHEREAS, HUNTINGTON CITY has received in the past and is now receiving a major portion of its culinary water supply from a spring in Little Bear Canyon in the general proximity of the proposed mining operation;

AND WHEREAS, the parties to this Agreement wish to cooperate with each other so as to assure that SWISHER COAL operation will not in any manner result in a loss or diminution of the water supply available to the CITY from the spring, do hereby AGREE and COVENANT between themselves as follows:

1. That SWISHER COAL COMPANY shall immediately initiate a full-scale hydrologic study of all of the area involved in the plan for the mining operation at Huntington Canyon #4 Mine and the area associated with the spring to be done by a professionally acknowledged hydrologic engineering firm employed by SWISHER COAL, and approved by HUNTINGTON CITY, for the purpose of determining the possible consequences to the flow of the spring as the result of the proposed mining operation.

2. That the CITY will maintain a flow meter at the spring site and shall take measurements from the meter on a continuing basis so that any interference with the water supply or diminution in the flow can be readily determined and the flow figures as measured shall be made available to SWISHER COAL COMPANY.

3. That explosives will not be used in the course of normal coal extraction in the Huntington Canyon #4 Mine.

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4. That in the event that SWISHER COAL COMPANY should encounter substantial volumes of water which may be contributory to Little Bear Spring as a result of the mining operation in the Huntington Canyon #4 Mine, SWISHER COAL will, within seven (7) days after such encounter, take such action as is necessary to divert the flow of water into the supply system of HUNTINGTON CITY in such a manner that will insure the culinary quality of the water. Upon the failure of SWISHER COAL to undertake such diverting action within the time specified, SWISHER agrees to respond in damages at the rate of ONE THOUSAND (\$1,000.00) DOLLARS per day until such action is taken.

5. In the event that the mining operation diminishes or interferes with the flow of water from the spring, SWISHER COAL COMPANY agrees to obtain water of a culinary quality from some other source and to place it in the culinary water system of HUNTINGTON CITY in such quantity and quality as would replenish the flow that is lost. In the event that mechanical water treatment is required to bring the water up to Utah State's standards for culinary water, the SWISHER COAL COMPANY agrees to reimburse the CITY for the costs of treating this water thru the CITY'S treatment plant as long as the interruption continues.

SWISHER COAL COMPANY

By: 

HUNTINGTON CITY

By: 