



United States Department of the Interior

BUREAU OF RECLAMATION
Great Plains Region Eastern Colorado Area Office
11056 West County Road 18E
Loveland, Colorado 80537-9711

IN REPLY REFER TO:

November 9, 2016

Parcel ID: PU-60-21-34-33036, PU-60-22-01-31546

EC-1800
LND-6.00

V and S Railway
c/o Holland and Hart LLP
8390 E Crescent Parkway, Suite 400
Greenwood Village, CO 80111-2822

Subject: Request to Access Private Property

Dear V and S Railway:

Over the course of the next five or more years, the Bureau of Reclamation (Reclamation) will be conducting a series of field activities across properties between Pueblo Dam and Lamar, Colorado. The purpose of this work is to gather information for continuing design of the proposed Arkansas Valley Conduit (AVC).

The AVC is being designed to deliver high quality water to Arkansas River Basin communities that currently have difficulty meeting State drinking water quality requirements and recommendations, and will help water providers throughout the valley reliably meet existing and future domestic water demands.

AVC facilities include a pipeline, water treatment facility, and other components to convey water about 230 miles from Pueblo Reservoir to thirty nine water providers in the lower Arkansas River basin. Environmental review was conducted under the National Environmental Policy Act. A Final Environmental Impact Statement (EIS) was prepared and a Record of Decision was signed on February 27, 2014 (document available at: www.usbr.gov/avceis/).

The purpose of this letter is to request permission to enter your property, as shown on the attached map (Attachment A), in order for Reclamation to conduct field activities.

The following field activities are proposed and could be conducted on your property by Reclamation and associated contractors:

Minor Surface Field Activities (See Attachment B for description)

- Hydrology and Bathymetric Surveys
- Land, Environmental, and Cultural Resource Surveys
- Cone Penetrometer Test
- Electrical Resistivity Imaging
- Seismic Refraction
- Utility Locating and Surveying

A&K1408

This information is required to advance the design of the project. Work will be scheduled for the various activities for short periods of time throughout 2016. It is anticipated that field activities will occur beyond 2017; however it is not scheduled at this time. Additional follow-up work and data collection may be required. If that is the case, you will be contacted again before we access your land.

All ground disturbances as a result of the field activities will be reclaimed and returned to previous conditions, as near as reasonably possible prior to the disturbance.

Reclamation will take into consideration specific requests, conditions, or other information you, as the property owner, wish Reclamation to know. If requested, you will be notified in advance of staff entering your property.

Enclosed you will find two copies of the Permission to Enter Property form (Attachment C). The first copy is to be the original form. Please sign and return the form in the enclosed envelope. Please include any specific requests, conditions, or other information you wish Reclamation to know and/or consider. You will be notified 7 to 10 days in advance of staff entering your property if you so desire. Please indicate on the form your preference for notification.

The second copy of the form is for your files. Additionally, any Reclamation staff or consultant accessing your property will carry a copy of this signed Permission to Enter Property form; you may request that our staff or consultant show this form at any time as proof of participation in the project.

TRS Corp. is a consultant acting on behalf of Reclamation to coordinate access to private property to gather information for continuing design of the proposed Arkansas Valley Conduit (AVC). If you have any questions or require additional information about this agreement or the proposed field activities, please do not hesitate to contact:

Richard Pittenridge, TRS Corp. primary point of contact for private land access -
720.320.2070

For more information on the AVC project, please visit our website at www.usbr.gov/avceis.

Your assistance in this project is greatly appreciated. Reclamation looks forward to working with you as the design process moves forward on the AVC.

Thank you for your time.

Sincerely,



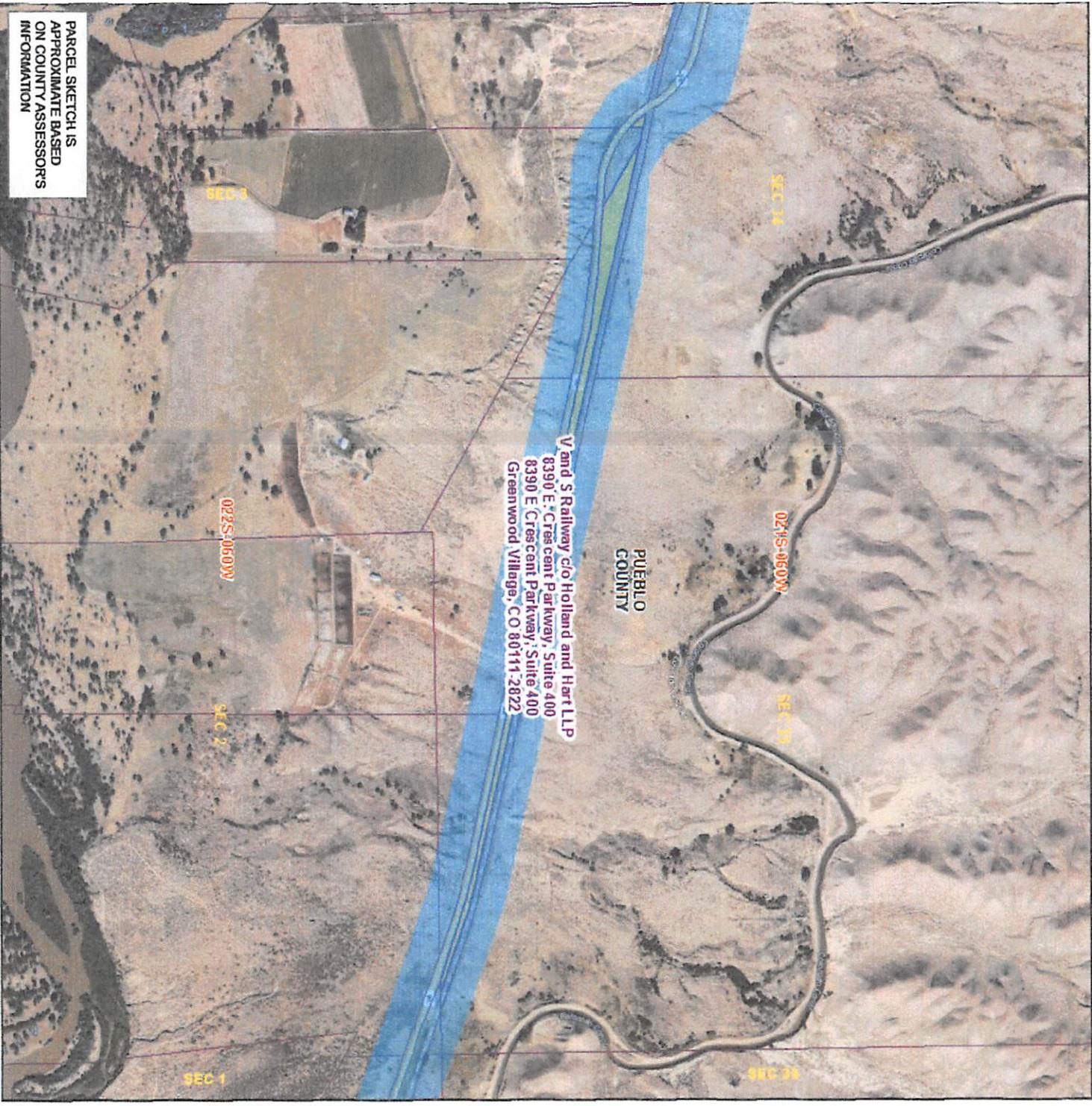
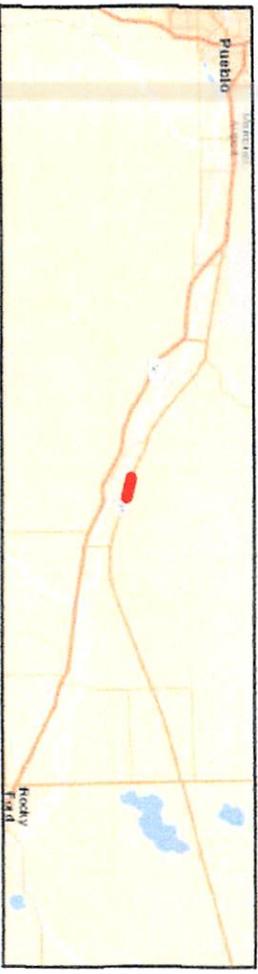
Terence L. Stroh
Contracting Officer's Representative
Great Plains Region Eastern Colorado Area Office
Bureau of Reclamation

A&K1409

**FOR OFFICIAL USE ONLY
NOT FOR DISTRIBUTION**

Legend

-  Study Area
-  Assessor's Parcels



Attachment A - Parcel Sketch

Parcel ID: PU-60-21-34-33036
V and S Railway
8390 E. Crescent Parkway, Suite 400
8390 E Crescent Parkway, Suite 400
Greenwood Village, 80111-2822

Geotech: NO



Date: 11/1/201



Farnsworth
GROUP

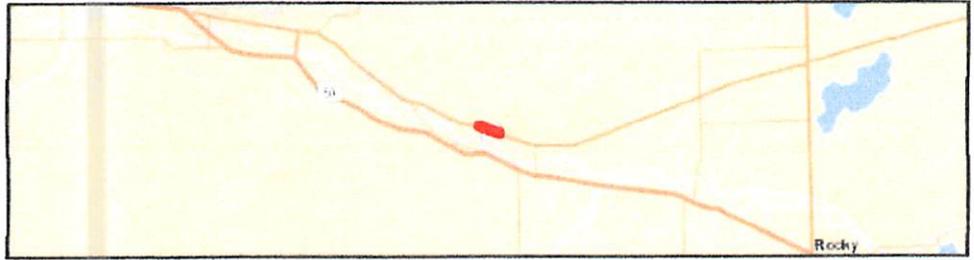
RECLAMATION
Managing Water to the West

A&K1410

**FOR OFFICIAL USE ONLY
NOT FOR DISTRIBUTION**

Legend

-  Study Area
-  Assessor Parcels



Attachment A - Parcel Sketch

Parcel ID: PU-60-22-01-31546

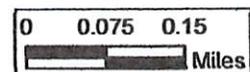
V and S Railway

8390 E. Crescent Parkway, Suite 400

8390 E. Crescent Parkway, Suite 400

Greenwood Village, CO 80111-2822

Geotech: NO



Date: 11/1/201



A&K1411

ATTACHMENT B

AVC FIELD ACTIVITIES and DESCRIPTIONS

1. MINOR FIELD ACTIVITIES

- **Hydrology and bathymetric surveys:** Where applicable, these activities require access to the river for a full-sized pickup truck and trailer to launch/retrieve a two-person, 12-foot cataraft with mounted survey equipment.
- **Land, environmental, and cultural surveys:** These activities will be generally non-intrusive in nature. Staff will need access to perform general site surveys with no physical impacts. Cultural surveys entail one or more archaeologists walking the ground to identify potential archaeological or historic sites that could be affected by proposed AVC activities. No collection of artifacts or excavation would take place.
- **Cone Penetrometer Test (CPT):** The CPT method uses truck-mounted hydraulic equipment to push a two inch diameter probe into the ground. The truck is about 30 feet long and eight feet wide. After the probe is removed, the two-inch-diameter CPT hole is backfilled with grout or bentonite clay. If cross country travel is required the CPT truck leaves dual tire tracks from rear axle. Tracks may remain visible until the next growing season or until seasonal moisture and freeze/thaw conditions even them out with the surrounding terrain.
- **Geophysical Testing:** Geophysics methods are typically conducted along a single 500-foot-long line and cause very minor ground disturbance:
 - **Electric Resistivity Imaging (ERI)** is a test method that provides data to study the potential for soils to cause corrosion to project features. Data collection for the ERI method consists of inserting a series of 18-inch-long, ½-inch diameter electrodes into the ground, and connecting all of these electrodes to a computer and power source (normally two 12V car batteries). The electrodes are stainless steel spikes, 18-long and less than ½ an inch in diameter. The electrodes are inserted into the ground to a depth of about 12 inches using a small sledge hammer. Upon survey completion, all electrodes are removed, leaving very little evidence of ground disturbance.
 - **Seismic Refraction (SR)** is typically used to estimate the depth to bedrock from the ground surface. SR consists of placing a series of geophones (small sensor units) into the ground, and connecting all the geophones to a computer and power source (normally two 12V car batteries). The geophone consists of sensor connected to a 3 to 4 inch metal spike, which is pushed by hand into the ground. A weight dropped onto a metal plate is used to generate seismic waveforms in the subsurface, which are recorded by the geophones. Upon survey completion, all equipment is removed, leaving very little evidence of ground disturbance.

- **Utility Locating and Surveying:** Staff will need access to perform general utility locating and site surveys of existing utilities, structures, wells, and other appurtenances located on the property that could be affected by proposed AVC activities, with no physical impacts.

The agencies and private consultants performing various surveying and information collection include:

- **U.S. Bureau of Reclamation**
- **Southeastern Colorado Water Conservancy District**
- **MWH Global - consultant to Reclamation managing the project**
- **ERO Resources Corporation - conducting environmental and cultural surveys**
- **Farnsworth Group - coordinating private land access and conducting utility surveys**
- **TRS Corp – coordinating private land access and landowner contact**
- **Diversified Underground Inc. – conducting utility surveys**
- **SiteWise Corporation – conducting utility surveys**

ATTACHMENT C

Permission to Enter Property Form (Original)

UNITED STATES DEPARTMENT OF THE INTERIOR

**BUREAU OF RECLAMATION
GREAT PLAINS REGION**

--PERMISSION TO ENTER PROPERTY--

THIS PERMISSION TO ENTER PROPERTY made this _____ day of _____, 2016, pursuant to the provisions of the Act of Congress approved June 17, 1902 (32 Stat., 388), and acts amendatory thereof or supplementary thereto, between the **UNITED STATES OF AMERICA**, acting by and through an authorized officer of the Bureau of Reclamation, hereinafter referred to as the United States, and V and S Railway, hereinafter referred to as Grantor.

RECITALS

WHEREAS, the Arkansas Valley Conduit authorized in 1962 is part of the Fryingpan-Arkansas Project.

WHEREAS, the United States desires to collect data to finalize the pipeline route, design and build a delivery system and associated facilities to provide clean water for agriculture, municipal, and industrial use across southeastern Colorado.

PERMIT

NOW THEREFORE, for good, valuable, and sufficient consideration which is hereby acknowledged, Grantor does hereby grant to the United States permission to enter upon the following described property (the "Premises"):

**Parcel Number ID: PU-60-21-34-33036, PU-60-22-01-31546
Pueblo County, Colorado**

Permission to enter the above described lands is granted for the following purposes:

- Hydrology and bathymetric surveys: Where applicable, these activities require access to the river for a full-sized pickup truck and trailer to launch/retrieve a two-person, 12-foot cataraft with mounted survey equipment.

- **Land, environmental, and cultural Surveys:** These activities will be generally non-intrusive in nature. Staff will need access to perform general site surveys with no physical impacts. Cultural surveys entail one or more archaeologists walking the ground to identify potential archaeological or historic sites that could be affected by proposed AVC activities. No collection of artifacts or excavation would take place.
- **Cone Penetrometer Test (CPT):** The CPT method uses truck-mounted hydraulic equipment to push a two inch diameter probe into the ground. The truck is about 30 feet long and eight feet wide. After the probe is removed, the two-inch-diameter CPT hole is backfilled with grout or bentonite clay. If cross country travel is required the CPT truck leaves dual tire tracks from rear axle. Tracks may remain visible until the next growing season or until seasonal moisture and freeze/thaw conditions even them out with the surrounding terrain.
- **Geophysical Testing:** Geophysics methods are typically conducted along a single 500-foot-long line and cause very minor ground disturbance:
 - **Electric Resistivity Imaging (ERI)** is a test method that provides data to study the potential for soils to cause corrosion to project features. Data collection for the ERI method consists of inserting a series of 18-inch-long, ½-inch diameter electrodes into the ground, and connecting all of these electrodes to a computer and power source (normally two 12V car batteries). The electrodes are stainless steel spikes, 18-long and less than ½ an inch in diameter. The electrodes are inserted into the ground to a depth of about 12 inches using a small sledge hammer. Upon survey completion, all electrodes are removed, leaving very little evidence of ground disturbance.
 - **Seismic Refraction (SR)** is typically used to estimate the depth to bedrock from the ground surface. SR consists of placing a series of geophones (small sensor units) into the ground, and connecting all the geophones to a computer and power source (normally two 12V car batteries). The geophone consists of sensor connected to a 3 to 4 inch metal spike, which is pushed by hand into the ground. A weight dropped onto a metal plate is used to generate seismic waveforms in the subsurface, which are recorded by the geophones. Upon survey completion, all equipment is removed, leaving very little evidence of ground disturbance.
- **Utility Locating and Surveying:** Staff will need access to perform general utility locating and site surveys of existing utilities, structures, wells, and other appurtenances located on the property that could be affected by proposed AVC activities, with no physical impacts.

This Permission to Enter Property shall include the right of ingress and egress by the United States and its authorized employees, contractors, and agents for the above purposes. Such

entry and the work performed by the United States, its employees, contractors, or agents shall be conducted in a reasonable and workman-like manner.

This Permission to Enter Property is subject to the following terms:

1. If any part of the Premises is disturbed by the activities contemplated herein, the United States will reclaim such disturbed portions and return the Premises and any other property of the Grantor as near as reasonably possible to the condition as it was prior to the disturbance.
2. Any claims for damage to the Premises caused by the United States pursuant to the purposes for which this Permission to Enter Property is granted shall be addressed under the Federal Tort Claims Act, 28 U.S.C. § 2671 *et seq.*
3. The Grantor reserves the right to use and occupy said Premises for any purpose consistent with the rights and privileges herein granted, and which will not interfere with or endanger any of the equipment, employees, or agents of the United States.
4. Equipment to be used includes, but is not limited to that described in the purposes referenced above.
5. The Grantor hereby releases the United States, its successors and assigns of all obligations to have an appraisal prepared to determine the amount of just compensation for the rights herein granted; hereby waiving the right to receive just compensation for the rights granted herein.
6. No member of or Delegate to Congress, or federal employee, shall be admitted to any share or part of this contract, or to any benefits that may arise here from, but this restriction shall not be construed to extend to this contract if made with a corporation or enterprise for its general benefit.
7. At the undersigned Grantor's request, Reclamation, its agents, staff or contractors will notify you at a minimum of 1 week, prior to entering your property. If advance notification is requested, please advise as to the preferred method (telephone, email, etc.) in the comments section below.

Upon signing by the parties hereto this Right of Entry Permit shall remain in full force and effect for 5 years from the date identified on page one.

UNITED STATES OF AMERICA

GRANTOR

BY _____
J. Signe Snortland
Area Manager

V and S Railway

Print Name and Title

ADDITIONAL NOTIFICATION REQUIRED IN ADVANCE OF ENTRY? Yes No

Please Provide Contact Information Even If Advanced Notification Is Not Required:

Owner Name: _____

Primary Phone: _____

Email (for notification): _____

Additional Notification Requirements/Conditions/Comments: _____

PU-60-21-34-33036,
PU-60-22-01-31546

A&K1417

ATTACHMENT C

Permission to Enter Property Form (Copy)

UNITED STATES DEPARTMENT OF THE INTERIOR

**BUREAU OF RECLAMATION
GREAT PLAINS REGION**

--PERMISSION TO ENTER PROPERTY--

THIS PERMISSION TO ENTER PROPERTY made this _____ day of _____, 2016, pursuant to the provisions of the Act of Congress approved June 17, 1902 (32 Stat., 388), and acts amendatory thereof or supplementary thereto, between the UNITED STATES OF AMERICA, acting by and through an authorized officer of the Bureau of Reclamation, hereinafter referred to as the United States, and V and S Railway, hereinafter referred to as Grantor.

RECITALS

WHEREAS, the Arkansas Valley Conduit authorized in 1962 is part of the Fryingpan-Arkansas Project.

WHEREAS, the United States desires to collect data to finalize the pipeline route, design and build a delivery system and associated facilities to provide clean water for agriculture, municipal, and industrial use across southeastern Colorado.

PERMIT

NOW THEREFORE, for good, valuable, and sufficient consideration which is hereby acknowledged, Grantor does hereby grant to the United States permission to enter upon the following described property (the "Premises"):

**Parcel Number ID: PU-60-21-34-33036, PU-60-22-01-31546
Pueblo County, Colorado**

Permission to enter the above described lands is granted for the following purposes:

- Hydrology and bathymetric surveys: Where applicable, these activities require access to the river for a full-sized pickup truck and trailer to launch/retrieve a two-person, 12-foot cataraft with mounted survey equipment.
- Land, environmental, and cultural Surveys: These activities will be generally non-

intrusive in nature. Staff will need access to perform general site surveys with no physical impacts. Cultural surveys entail one or more archaeologists walking the ground to identify potential archaeological or historic sites that could be affected by proposed AVC activities. No collection of artifacts or excavation would take place.

- **Cone Penetrometer Test (CPT):** The CPT method uses truck-mounted hydraulic equipment to push a two inch diameter probe into the ground. The truck is about 30 feet long and eight feet wide. After the probe is removed, the two-inch-diameter CPT hole is backfilled with grout or bentonite clay. If cross country travel is required the CPT truck leaves dual tire tracks from rear axle. Tracks may remain visible until the next growing season or until seasonal moisture and freeze/thaw conditions even them out with the surrounding terrain.
- **Geophysical Testing:** Geophysics methods are typically conducted along a single 500-foot-long line and cause very minor ground disturbance:
 - **Electric Resistivity Imaging (ERI)** is a test method that provides data to study the potential for soils to cause corrosion to project features. Data collection for the ERI method consists of inserting a series of 18-inch-long, ½-inch diameter electrodes into the ground, and connecting all of these electrodes to a computer and power source (normally two 12V car batteries). The electrodes are stainless steel spikes, 18-long and less than ½ an inch in diameter. The electrodes are inserted into the ground to a depth of about 12 inches using a small sledge hammer. Upon survey completion, all electrodes are removed, leaving very little evidence of ground disturbance.
 - **Seismic Refraction (SR)** is typically used to estimate the depth to bedrock from the ground surface. SR consists of placing a series of geophones (small sensor units) into the ground, and connecting all the geophones to a computer and power source (normally two 12V car batteries). The geophone consists of sensor connected to a 3 to 4 inch metal spike, which is pushed by hand into the ground. A weight dropped onto a metal plate is used to generate seismic waveforms in the subsurface, which are recorded by the geophones. Upon survey completion, all equipment is removed, leaving very little evidence of ground disturbance.
- **Utility Locating and Surveying:** Staff will need access to perform general utility locating and site surveys of existing utilities, structures, wells, and other appurtenances located on the property that could be affected by proposed AVC activities, with no physical impacts.

This Permission to Enter Property shall include the right of ingress and egress by the United States and its authorized employees, contractors, and agents for the above purposes. Such entry and the work performed by the United States, its employees, contractors, or agents shall be conducted in a reasonable and workman-like manner.

This Permission to Enter Property is subject to the following terms:

- 8. If any part of the Premises is disturbed by the activities contemplated herein, the United States will reclaim such disturbed portions and return the Premises and any other property of the Grantor as near as reasonably possible to the condition as it was prior to the disturbance.**
- 9. Any claims for damage to the Premises caused by the United States pursuant to the purposes for which this Permission to Enter Property is granted shall be addressed under the Federal Tort Claims Act, 28 U.S.C. § 2671 *et seq.***
- 10. The Grantor reserves the right to use and occupy said Premises for any purpose consistent with the rights and privileges herein granted, and which will not interfere with or endanger any of the equipment, employees, or agents of the United States.**
- 11. Equipment to be used includes, but is not limited to that described in the purposes referenced above.**
- 12. The Grantor hereby releases the United States, its successors and assigns of all obligations to have an appraisal prepared to determine the amount of just compensation for the rights herein granted; hereby waiving the right to receive just compensation for the rights granted herein.**
- 13. No member of or Delegate to Congress, or federal employee, shall be admitted to any share or part of this contract, or to any benefits that may arise here from, but this restriction shall not be construed to extend to this contract if made with a corporation or enterprise for its general benefit.**
- 14. At the undersigned Grantor's request, Reclamation, its agents, staff or contractors will notify you at a minimum of 1 week, prior to entering your property. If advance notification is requested, please advise as to the preferred method (telephone, email, etc.) in the comments section below.**

Upon signing by the parties hereto this Right of Entry Permit shall remain in full force and effect for 5 years from the date identified on page one.

UNITED STATES OF AMERICA

GRANTOR

BY _____

J. Signe Snortland
Area Manager

V and S Railway

Print Name and Title

ADDITIONAL NOTIFICATION REQUIRED IN ADVANCE OF ENTRY? Yes No

Please Provide Contact Information Even If Advanced Notification Is Not Required:

Owner Name: _____

Primary Phone: _____

Email (for notification): _____

Additional Notification Requirements/Conditions/Comments: _____

PU-60-21-34-33036,

PU-60-22-01-31546

A&K1421

ADDITIONAL TERMS AND CONDITIONS

Formatted: Top: 0.44", Bottom: 0.7", Footer distance from edge: 0.2"

These Additional Terms and Conditions ("Additional Terms") amend and supplement that certain Permission to Enter Property, entered into by and between V and S Railway, LLC ("Grantor") and the United States of America, acting by and through the Bureau of Reclamation ("United States"). Grantor and United States agree as follows:

1. Grantor's access to the Premises shall be only to the extent necessary for the purpose described in Recitals of the Permission to Enter Property. The United States shall bear all costs of its activities on the Premises.
2. The United States understands that its employees, agents and/or representatives ("Representatives") may face risks of personal injury, death or property damage, including damage to vehicles or equipment owned or operated by the United States, while its Representatives are in, on or about the Premises (collectively referred to as "Loss").
3. The United States assumes all risks of any Loss while the United States' Representatives are in, on or about the Premises, and the United States, for itself and its Representatives, and their respective heirs, executors, administrators and dependents, hereby forever acquits, releases and discharges Grantor, its affiliated companies, and their respective officers, employees, and agents (collectively, "Released Parties"), from any Loss that may be sustained by the United States or its Representatives while in, on or about the Premises, except to the extent such Loss is due to gross negligence or an intentional act by the Released Parties.
4. To the extent authorized by applicable federal law, including but not limited to the Federal Tort Claims Act, codified as amended primarily at 28 U.S.C. §§ 2671-80, The United States agrees to defend, indemnify and hold harmless the Released Parties from and against any claims for any Loss that may be sustained by the United States or its Representatives while in, on or about the Premises.
5. The United States shall notify Grantor's General Manager (Aaron Parsons at Aparsons@akrailroad.com or 801.209.4229) at least seven (7) days before entering the Premises.
6. If there is a conflict between these Additional Terms and the Permission to Enter Property, these Additional Terms shall control. Any conflicting terms are objected to and rejected by Grantor and will not become part of the Permission to Enter Property.

Comment [BPW1]: I'm not sure what happened to this language but I assume you intended something like this.

V and S Railway, LLC:

Signature

Printed Name

Date

United States of America:

Signature

Printed Name

Date

ADDITIONAL TERMS AND CONDITIONS

These Additional Terms and Conditions (“Additional Terms”) amend and supplement that certain Permission to Enter Property, entered into by and between V and S Railway, LLC (“Grantor”) and the United States of America, acting by and through the Bureau of Reclamation (“United States”). Grantor and United States agree as follows:

1. Grantor’s access to the Premises shall be only to the extent necessary for the purpose described in Recitals of the Permission to Enter Property. The United States shall bear all costs of its activities on the Premises.
2. The United States understands that its employees, agents and/or representatives (“Representatives”) may face risks of personal injury, death or property damage, including damage to vehicles or equipment owned or operated by the United States, while its Representatives are in, on or about the Premises (collectively referred to as “Loss”).
3. The United States assumes all risks of any Loss while the United States’ Representatives are in, on or about the Premises, and the United States, for itself and its Representatives, and their respective heirs, executors, administrators and dependents, hereby forever acquits, releases and discharges Grantor, its affiliated companies, and their respective officers, employees, and agents (collectively, “Released Parties”), from any Loss that may be sustained by the United States or its Representatives while in, on or about the Premises, except to the extent such Loss is due to gross negligence or an intentional act by the Released Parties.
4. To the extent authorized by applicable federal law, including but not limited to the Federal Tort Claims Act, codified as amended primarily at 28 U.S.C. §§ 2671-80, the United States agrees to defend, indemnify and hold harmless the Released Parties from and against any claims for any Loss that may be sustained by the United States or its Representatives while in, on or about the Premises.
5. The United States shall notify Grantor’s General Manager (Aaron Parsons at Aparsons@akrailroad.com or 801.209.4229) at least seven (7) days before entering the Premises.
6. If there is a conflict between these Additional Terms and the Permission to Enter Property, these Additional Terms shall control. Any conflicting terms are objected to and rejected by Grantor and will not become part of the Permission to Enter Property.

V and S Railway, LLC:

Signature

Printed Name

Date

United States of America:

Signature

Printed Name

Date

ATTACHMENT C

Permission to Enter Property Form (Original)

UNITED STATES DEPARTMENT OF THE INTERIOR

**BUREAU OF RECLAMATION
GREAT PLAINS REGION**

--PERMISSION TO ENTER PROPERTY--

THIS PERMISSION TO ENTER PROPERTY made this _____ day of _____, 2016, pursuant to the provisions of the Act of Congress approved June 17, 1902 (32 Stat., 388), and acts amendatory thereof or supplementary thereto, between the UNITED STATES OF AMERICA, acting by and through an authorized officer of the Bureau of Reclamation, hereinafter referred to as the United States, and V and S Railway, hereinafter referred to as Grantor.

RECITALS

WHEREAS, the Arkansas Valley Conduit authorized in 1962 is part of the Fryingspan-Arkansas Project.

WHEREAS, the United States desires to collect data to finalize the pipeline route, design and build a delivery system and associated facilities to provide clean water for agriculture, municipal, and industrial use across southeastern Colorado.

PERMIT

NOW THEREFORE, for good, valuable, and sufficient consideration which is hereby acknowledged, Grantor does hereby grant to the United States permission to enter upon the following described property (the "Premises"):

**Parcel Number ID: PU-60-21-34-33036, PU-60-22-01-31546
Pueblo County, Colorado**

Permission to enter the above described lands is granted for the following purposes:

- **Hydrology and bathymetric surveys:** Where applicable, these activities require access to the river for a full-sized pickup truck and trailer to launch/retrieve a two-person, 12-foot cataraft with mounted survey equipment.
- **Land, environmental, and cultural Surveys:** These activities will be generally non-

intrusive in nature. Staff will need access to perform general site surveys with no physical impacts. Cultural surveys entail one or more archaeologists walking the ground to identify potential archaeological or historic sites that could be affected by proposed AVC activities. No collection of artifacts or excavation would take place.

- **Cone Penetrometer Test (CPT):** The CPT method uses truck-mounted hydraulic equipment to push a two inch diameter probe into the ground. The truck is about 30 feet long and eight feet wide. After the probe is removed, the two-inch-diameter CPT hole is backfilled with grout or bentonite clay. If cross country travel is required the CPT truck leaves dual tire tracks from rear axle. Tracks may remain visible until the next growing season or until seasonal moisture and freeze/thaw conditions even them out with the surrounding terrain.
- **Geophysical Testing:** Geophysics methods are typically conducted along a single 500-foot-long line and cause very minor ground disturbance:
 - **Electric Resistivity Imaging (ERI)** is a test method that provides data to study the potential for soils to cause corrosion to project features. Data collection for the ERI method consists of inserting a series of 18-inch-long, ½-inch diameter electrodes into the ground, and connecting all of these electrodes to a computer and power source (normally two 12V car batteries). The electrodes are stainless steel spikes, 18-long and less than ½ an inch in diameter. The electrodes are inserted into the ground to a depth of about 12 inches using a small sledge hammer. Upon survey completion, all electrodes are removed, leaving very little evidence of ground disturbance.
 - **Seismic Refraction (SR)** is typically used to estimate the depth to bedrock from the ground surface. SR consists of placing a series of geophones (small sensor units) into the ground, and connecting all the geophones to a computer and power source (normally two 12V car batteries). The geophone consists of sensor connected to a 3 to 4 inch metal spike, which is pushed by hand into the ground. A weight dropped onto a metal plate is used to generate seismic waveforms in the subsurface, which are recorded by the geophones. Upon survey completion, all equipment is removed, leaving very little evidence of ground disturbance.
- **Utility Locating and Surveying:** Staff will need access to perform general utility locating and site surveys of existing utilities, structures, wells, and other appurtenances located on the property that could be affected by proposed AVC activities, with no physical impacts.

This Permission to Enter Property shall include the right of ingress and egress by the United States and its authorized employees, contractors, and agents for the above purposes. Such entry and the work performed by the United States, its employees, contractors, or agents shall be conducted in a reasonable and workman-like manner.

This Permission to Enter Property is subject to the following terms:

- 8. If any part of the Premises is disturbed by the activities contemplated herein, the United States will reclaim such disturbed portions and return the Premises and any other property of the Grantor as near as reasonably possible to the condition as it was prior to the disturbance.**
- 9. Any claims for damage to the Premises caused by the United States pursuant to the purposes for which this Permission to Enter Property is granted shall be addressed under the Federal Tort Claims Act, 28 U.S.C. § 2671 *et seq.***
- 10. The Grantor reserves the right to use and occupy said Premises for any purpose consistent with the rights and privileges herein granted, and which will not interfere with or endanger any of the equipment, employees, or agents of the United States.**
- 11. Equipment to be used includes, but is not limited to that described in the purposes referenced above.**
- 12. The Grantor hereby releases the United States, its successors and assigns of all obligations to have an appraisal prepared to determine the amount of just compensation for the rights herein granted; hereby waiving the right to receive just compensation for the rights granted herein.**
- 13. No member of or Delegate to Congress, or federal employee, shall be admitted to any share or part of this contract, or to any benefits that may arise here from, but this restriction shall not be construed to extend to this contract if made with a corporation or enterprise for its general benefit.**
- 14. At the undersigned Grantor's request, Reclamation, its agents, staff or contractors will notify you at a minimum of 1 week, prior to entering your property. If advance notification is requested, please advise as to the preferred method (telephone, email, etc.) in the comments section below.**

Upon signing by the parties hereto this Right of Entry Permit shall remain in full force and effect for 5 years from the date identified on page one.

UNITED STATES OF AMERICA

GRANTOR

BY _____
J. Signe Snortland
Area Manager



V and S Railway



Print Name and Title

ADDITIONAL NOTIFICATION REQUIRED IN ADVANCE OF ENTRY? Yes No

Please Provide Contact Information Even If Advanced Notification Is Not Required:

Owner Name: _____

Primary Phone: _____

Email (for notification): _____

Additional Notification Requirements/Conditions/Comments: See "Additional Terms and Conditions."

PU-60-21-34-33036,
PU-60-22-01-31546

ADDITIONAL TERMS AND CONDITIONS

These Additional Terms and Conditions ("Additional Terms") amend and supplement that certain Permission to Enter Property, entered into by and between V and S Railway, LLC ("Grantor") and the United States of America, acting by and through the Bureau of Reclamation ("United States"). Grantor and United States agree as follows:

1. Grantor's access to the Premises shall be only to the extent necessary for the purpose described in Recitals of the Permission to Enter Property. The United States shall bear all costs of its activities on the Premises.
2. The United States understands that its employees, agents and/or representatives ("Representatives") may face risks of personal injury, death or property damage, including damage to vehicles or equipment owned or operated by the United States, while its Representatives are in, on or about the Premises (collectively referred to as "Loss").
3. The United States assumes all risks of any Loss while the United States' Representatives are in, on or about the Premises, and the United States, for itself and its Representatives, and their respective heirs, executors, administrators and dependents, hereby forever acquits, releases and discharges Grantor, its affiliated companies, and their respective officers, employees, and agents (collectively, "Released Parties"), from any Loss that may be sustained by the United States or its Representatives while in, on or about the Premises, except to the extent such Loss is due to gross negligence or an intentional act by the Released Parties.
4. To the extent authorized by applicable federal law, including but not limited to the Federal Tort Claims Act, codified as amended primarily at 28 U.S.C. §§ 2671-80, the United States agrees to defend, indemnify and hold harmless the Released Parties from and against any claims for any Loss that may be sustained by the United States or its Representatives while in, on or about the Premises.
5. The United States shall notify Grantor's General Manager (Aaron Parsons at Aparsons@akrailroad.com or 801.209.4229) at least seven (7) days before entering the Premises.
6. If there is a conflict between these Additional Terms and the Permission to Enter Property, these Additional Terms shall control. Any conflicting terms are objected to and rejected by Grantor and will not become part of the Permission to Enter Property.

V and S Railway, LLC:

Doug Davis

Signature

Doug Davis

Printed Name

4/11/2017

Date

United States of America:

J. Signe Sworland

Signature

J. Signe Sworland

Printed Name

May 8, 2017

Date