



United States Department of the Interior

BUREAU OF RECLAMATION

Upper Colorado Region
Western Colorado Area Office
2764 Compass Drive, Suite 106
Grand Junction, Colorado 81506

IN REPLY REFER TO:

WCN-SCoverly
LND-6.00

Contract No. 13-LM-4A-00090

RECEPTION#: 850968, 10/23/2013 at
10:26:36 AM, 1 OF 10, LTRCON R \$56.00
FRANCINE TIPTON-LONG, MONTROSE
COUNTY, CO CLERK AND RECORDER

Mr. Zane Luttrell
23625 Uncompahgre Rd.
Montrose, CO 81403

LETTER OF CONSENT

Subject: Use of a Bridge across West Canal, Uncompahgre Project, Colorado

This letter of consent is pursuant to your request to use an existing bridge or construct a new bridge across the West Canal (Canal) in order to mine aggregate on private land south of the West Canal Tunnel (Tunnel). The location of the bridge, Canal, and Tunnel are shown on Exhibit A.

As you know, the Canal and Tunnel are Federal facilities operated and maintained under contract by Uncompahgre Valley Water Users Association (Association), and these facilities are under the jurisdiction of the Bureau of Reclamation. Reclamation has received and signed the Uncompahgre Gravel Pit Damage & Waiver and a copy is attached as Exhibit B.

The United States, through Reclamation, does not object to the usage of the proposed bridge crossing provided such use does not interfere in any way with the right acquired or reserved by Reclamation and you, as Consentee, agree to the following conditions:

1. The bridge which crosses the Canal at the extension of T Road (Exhibit A) shall be owned, operated, inspected, and maintained by the Consentee. All repair and/or construction activity must be coordinated with the Association in advance of any activities including the installation of a new bridge. In addition, additional structures cannot be placed within the Canal right-of-way without first receiving written permission from Reclamation and Association.
2. The use of the bridge is not to interfere with the right acquired or reserved by the United States for the operation and maintenance of the West Canal and associated facilities. The Consentee is responsible for maintaining and inspecting the bridge. However, Reclamation and the Association may inspect the bridge from time to time. If there is a determination of a structural problem, the Consentee will receive a written notice and will be asked to make necessary repairs within a timely manner. If the deficiency(s) is not corrected within a timely manner, the Association may remove the bridge at the expense of the Consentee.

3. If the bridge is to be replaced with a new structure, it will need to be designed and constructed in compliance with existing Montrose County road and bridge specifications. In addition, the bridge must be certified in writing by a license engineer and submitted to Reclamation and the Association for review and approval prior to installation design data. After construction, a licensed engineer must inspect and state in writing that the bridge is designed and built for the load limit and a safety use. If the existing bridge is to be modified, the same written process will need to be accomplished, and a load limit sign will need to be installed at the bridge

4. Consentee agrees not to interfere with the operation and maintenance of the Canal when using the bridge and will continue to keep the bridge crossing in good condition.

5. Reclamation and the Association need to periodically use the Canal right away for operation and maintenance purposes and, as such, the Consentee agrees that continued access by Reclamation and the Association will remain unhindered at all times.

6. The Consentee agrees not to construct, build or install any sign(s), (except for the bridge load limit sign), gates, mail box(s) and/or any other structures within the Canal right away. In addition, the Consentee agrees not to park, store or leave unattended any vehicles, material, and/or equipment of any kind within the Canal right away.

7. Consentee agrees not to mine aggregate, rock, and/or boulders or use explosives within 200 feet of the alignment of the Tunnel.

8. Through issuance of this Letter of Consent, the United States, its officers, agents, employees, and assigns, including the Association, do not assume any liability resulting from the granting of this Letter of Consent or the exercise thereof.

(a) The Consentee hereby agrees to indemnify and hold harmless the United States, its employees, agents and assigns, including the Association, from any loss or damage and from any liability on account of personal injury, property damage, or claims for personal injury or death arising out of the Consentee activities under this Letter of Consent.

(b) The Consentee hereby releases the United States, its officers, employees, agents, or assigns, including the Association, from liability for any and all loss or damage of every description or kind whatsoever, which may result to the Consentee from the construction operation, and maintenance activities located within the previously identified easement areas, provided that nothing in this Letter of Consent shall be construed as releasing the United States, its officers, agents, employees, and assigns, from liability for their own negligence.

(c) The United States shall be liable for injury or damage resulting from the issuance of this Letter of Consent to the extent that the United States is

determined to be liable pursuant to the provisions of the Federal Tort Claims Act, Act of June 25, 1948, 62 Stat. 982 (28 U.S.C. §1346(b), 2671 et seq) or other applicable law.

If the above conditions are not followed, Reclamation may pursue legal action to halt crossing Reclamation's rights-of-way until such time that the conflict between Reclamation's enjoyment of its senior right-of-way and the Consentee's actions are resolved. Additionally, if the Consentee's activities cause injury to the Canal or appurtenant features and facilities, the Consentee agrees to correct all injuries to the satisfaction of Reclamation or Reclamation may seek full and just compensation.

This Letter of Consent will become effective immediately on its execution by Reclamation and shall inure to the benefit of and be binding upon the heirs, executors, administrators, and assigns of the Consentee and the assigns of Reclamation and the Association.

We request that you, as Consentee, indicate your acceptance of the above conditions by signing in the space provided and returning the document to this office. Once this document is signed by all parties, you will receive a signed and recorded copy.

Sincerely,



Ed Warner

Area Manager DATE: 9-20-13

CONCURRENCE

The Managing Entity concurs with this letter of consent on terms and conditions stated herein.

Uncompahgre Valley Water Users Association

By: SEE NEXT Page for SIGNATURE

Name: _____
Print Name

Title: _____
Print title

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If the above conditions are not followed, Reclamation may pursue legal action to halt crossing Reclamation's rights-of-way until such time that the conflict between Reclamation's enjoyment of its senior right-of-way and the Consentee's actions are resolved. Additionally, if the Consentee's activities cause injury to the Canal or appurtenant features and facilities, the Consentee agrees to correct all injuries to the satisfaction of Reclamation or Reclamation may seek full and just compensation.

This Letter of Consent will become effective immediately on its execution by Reclamation and shall inure to the benefit of and be binding upon the heirs, executors, administrators, and assigns of the Consentee and the assigns of Reclamation and the Association.

We request that you, as Consentee, indicate your acceptance of the above conditions by signing in the space provided and returning the document to this office. Once this document is signed by all parties, you will receive a signed and recorded copy.

Sincerely,

SEE PREVIOUS PAGE FOR SIGNATURE

Ed Warner

Area Manager DATE: _____

CONCURRENCE

The Managing Entity concurs with this letter of consent on terms and conditions stated herein.

Uncompahgre Valley Water Users Association

By: *Steve L. Fletcher*

Name: Steve L. Fletcher

Print Name

Title: Manager

Print title

ACCEPTANCE

The Consentee concurs with this license agreement on terms and conditions stated herein. By signing this document, the Consentee declares that he/she has the legal authority to sign this document for Rocky Mountain Aggregate & Construction LLC

Rocky Mountain Aggregate LLC

By: [Signature]

Name: ZANE LUTTRELL

Print Name

Title: MANAGER

Print Title

ACKNOWLEDGMENT
(Consentee)

State of COLORADO)

County of MONTROSE)

On this 11 day of SEPTEMBER 2013

ZANE LUTTRELL personally appeared before me and signed/executed this document. IN WITNESS WHEREOF, I have hereunto set my hand and affixed by official seal the day and year first above written.



Notary Public

My commission expires: 1/4/2016



Contract No. 13-LM-4A-00090 Montrose East Quad

EXHIBIT A



United States Department of the Interior

BUREAU OF RECLAMATION
Western Colorado Area Office
445 West Gunnison Ave., Suite 221
Grand Junction, Colorado 81501

IN REPLY REFER TO:

WGC-SC0verly
LND-6.00

FEB 10 2014

Mr. Zane Luttrell
23625 Uncompahgre Rd.
Montrose, CO 81403

Subject: Use of a New Bridge at Different Location, West Canal, Uncompahgre Project,
Colorado

Dear Mr. Luttrell:

Enclosed is a letter of amendment to amend Contract No. 13-LM-4A-00090, for the construction of the new bridge at the new location. Once this letter of amendment is signed by all interested parties and recorded, you will receive a copy.

Please sign the enclosed letter of amendment in the presence of a notary public and forward to the office of Uncompahgre Valley Water Users Association.

If you have any further questions, please contact me, at 970-248-0665 or by email at scoverly@usbr.gov.

Sincerely,

Stephen C. Coverly
Realty Specialist

Enclosure



United States Department of the Interior

BUREAU OF RECLAMATION
Western Colorado Area Office
445 West Gunnison Ave., Suite 221
Grand Junction, Colorado 81501

IN REPLY REFER TO:

WCG-SCoverly
LND-6.00

Contract No. 13-LM-4A-00090
Amendment 1

Mr. Zane Luttrell
23625 Uncompahgre Rd.
Montrose, CO 81403

Subject: Use of a New Bridge at different Location, Replacing an existing farm bridge,
West Canal, Uncompahgre Project, Colorado

LETTER OF AMENDMENT

Dear Luttrell:

An existing letter of consent (No. 13-LM-4A-00090) dated September 20, 2013 and recorded on October 23, 2013, for an existing bridge crossing the West Canal at the end of T Road is to be amended to accept the new bridge location as shown on Exhibit A. This new bridge will replace an existing farm bridge and will be used for the transport of gravel trucks which will cross the West Canal at a location as shown on the attached Exhibit A.

Through issuance of this letter of amendment, the original letter of consent (No. 13-LM-4A-00090), is hereby amended to show a new bridge at a difference location and to verify that the old bridge site (as shown on Exhibit A) will not be used for gravel pit operations.

Reclamation is willing to approve this amendment subject to the following terms and conditions.

1. All stipulation stated in the letter of consent No. 13-LM-4A-00090 must be followed.

We request that you indicate your acceptance of this letter of amendment with the above conditions by signing under witness of a notary public, in the space provided below on this original letter. Return this document to Bureau of Reclamation. In addition, all signatures to this amendment affirm that they have the authority to execute this document on behalf of the entity

represented. Please note that this amendment shall not take effect until this document signed by all parties.

Sincerely,



Ed Warner

Area Manager Date: 2-6-14

CONCURRENCE

The Managing Entity concurs with this letter of amendment on terms and conditions stated herein.

Uncompahgre Valley Water Users Association

By: _____

Name: _____

Print Name

Title: _____

Print title

ACCEPTANCE

The Consentee concurs with this letter of amendment on terms and conditions stated herein. By signing this document, the Consentee declares that he/she has the legal authority to sign this document for Rocky Mountain Aggregate LLC.

Rocky Mountain Aggregate LLC

By: _____

Name: _____

Print Name

Title: _____

Print Title

ACKNOWLEDGMENT

(Consentee)

State of _____)

County of _____)

On this _____ day of _____ 2014

_____ personally appeared
before me and signed/executed this document. IN WITNESS WHEREOF, I have hereunto set
my hand and affixed by official seal the day and year first above written.

Notary Public
My commission expires : _____

(Notary Seal)

Exhibit A

