SEVEN COUNTY INFRASTRUCTURE COALITION
October 18, 2019

Resolution No. 2019-10C

RESOLUTION RATIFYING AN AGREEMENT WITH THE U.S. FOREST SERVICE FOR GEOTECHNICAL CONCERNING THE RAIL PROJECT, AND RELATED MATTERS.

WHEREAS, the Coalition has applied to the U.S. Surface Transportation Board for a permit to connect the Uinta Basin to the national rail network, which project is known as the Uinta Basin Railway, and the Surface Transportation Board is the lead federal agency; and

WHEREAS, the U.S. Forest Service, among other federal agencies, is a cooperating agency with respect to the Uinta Basin Railway project; and

WHEREAS, proposed routes for the Uinta Basin Railway cross lands controlled by the U.S. Forest Service; and

WHEREAS, the Coalition desires to perform geotechnical tests within lands controlled by the U.S. Forest Service and the Forest Service is willing to grant the Coalition a permit to drill such test holes with no charge for the permit; and

WHEREAS, the Executive Director has executed a temporary special use permit with the U.S. Forest Service that will permit the Coalition to drill 9 exploratory test holes.

NOW, THEREFORE, be it resolved by the Governing Board of the Seven County Infrastructure Coalition, Utah as follows:

1. The Governing Board ratifies the temporary special use permit, as attached, with the U.S. Forest Service that grants the Coalition approval to drill 9 exploratory test holes related to the Utah Basin Railway and directs the Executive Director to take all further actions to finalize such permit and proceed with the work contemplated thereby and the Board further approves all actions necessary or desirable related to this permit.

2. All parts of this Resolution are severable, and if any section, clause or provision of this Resolution shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of any such section, clause or provision shall not affect the remaining sections, clauses or provisions of this Resolution.

3. All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed and this Resolution shall be in full force and effect immediately upon its approval and adoption.
APPROVED AND ADOPTED this October 18, 2019.

Motion by _Ogden_ and Seconded by _Miles_.

SEVEN COUNTY INFRASTRUCTURE COALITION     VOTING:

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Co-Chair Brad Horrocks

Co-Chair, Lynn Sitterud

ATTEST:

Eric Johnson, Legal Counsel
SEVEN COUNTY INFRASTRUCTURE COALITION, hereinafter called the Holder, is hereby authorized to use, subject to the terms and conditions of this permit, National Forest System land identified within the unit area and described as Sec. 32, T. 6 S., R. 7 W., UINTA MERIDIAN, Sec. 1, T. 7 S., R. 8 W., UINTA MERIDIAN, Sec. 12, T. 7 S., R. 8 W., UINTA MERIDIAN, Sec. 33, T. 6 S., R. 7 W., UINTA MERIDIAN, Sec. 6, T. 7 S., R. 7 W., UINTA MERIDIAN, Sec. 5, T. 7 S., R. 7 W., UINTA MERIDIAN, as shown on the attached Exhibit(s) A. This authorization covers approximately 1 acres and/or 0 miles.

The holder is authorized to conduct the following activities and/or install the following temporary improvements on the permitted area:

Geologic geotechnical drilling of 9 exploratory test holes to depths between 100 and 850 feet located in association with the proposed tunnel locations for the Uinta Basin Rail.

All sites except ICTUN#1-BH4 will be accessed with a helicopter. A clear canopy of approx. 75 ft diameter will be needed to safely set drill rig down at the eight remaining locations. The drill rig itself will take up an area of 30 feet by 30 feet and will not need a pad constructed. Personnel will access the drilling locations by traveling cross country by foot traffic from staging areas near Hwy 191. ICTUN#1-BH4 would be accessed with vehicles along an existing two track that originates on private land in Argyle Canyon.

At each tunnel location a temporary water tank/trailer will be near HWY 191 to be able to access proposed locations. They will then utilize hoses and pumps to deliver water up to drilling locations. Drilling additives will be added to the water to assist in removing of the cuttings during the drilling operation. The drilling additives are biodegradable. The chemical data sheet on the potential products to be used will be provided. Drillers will recirculate drill water to the maximum extent practical, no direct discharges to any creeks are proposed. Any excess drilling water will be pumped back central location and then disposed of off the USFS.

After drilling the only structure to remain will be a subgrade, groundwater-level monitoring vibrating wire piezometers and inclinometer casing equipped with a flush mount cover. The wire piezometers will be installed in all the proposed locations and inclinometer will only be installed in TUN#1-BH5. All the other test holes will be closed by filling them with cement-bentonite grout.

**TERMS AND CONDITIONS**

1. Use under this permit shall begin on 10/8/2019 and end on 09/30/2020. The permit shall not be extended.

2. The fee for this use is $0 it shall be paid in advance and is not refundable.

3. The holder shall conduct the authorized activities according to the attached approved plans and specifications, Exhibit(s).

4. The holder shall not install any improvements not specifically identified and approved above.
5. No soil, trees, or other vegetation may be destroyed or removed from National Forest System lands without specific prior written permission from the authorized officer.

6. The holder shall comply with all Federal, State, county, and municipal laws, ordinances, and regulations which are applicable to the area or operations covered by this permit.

7. The holder shall maintain the improvements and premises to standards of repair, orderliness, neatness, sanitation, and safety acceptable to the authorized officer. The holder shall fully repair and bear the expense for all damage, other than ordinary wear and tear, to National Forest System lands, roads and trails caused by the holder's activities.

8. The holder has the responsibility of inspecting the use area and adjoining areas for dangerous trees, hanging limbs, and other evidence of hazardous conditions which would pose a risk of injury to individuals. After securing permission from the authorized officer, the holder shall remove such hazards.

9. The holder shall be liable for any damage suffered by the United States resulting from or related to use of this permit, including damages to National Forest resources and costs of fire suppression.

10. The holder shall hold harmless the United States from any liability from damage to life or property arising from the holder's occupancy or use of National Forest lands under this permit.

11. The holder agrees to permit the free and unrestricted access to and upon the premises at all times for all lawful and proper purposes not inconsistent with the intent of the permit or with the reasonable exercise and enjoyment by the holder of the privileges thereof.

12. This permit is subject to all valid existing rights and claims outstanding in third parties.

13. This permit may be revoked upon breach of any of the conditions herein or at the discretion of the authorized officer. Upon expiration or revocation of this permit, the holder shall immediately remove all improvements except those owned by the United States, and shall restore the site within day(s), unless otherwise agreed upon in writing. If the holder fails to remove the improvements, they shall become the property of the United States, but that will not relieve the holder of liability for the cost of their removal and restoration of the site.

14. This permit is a license for the use of federally owned land. It does not grant any interest in real property. This permit is not transferable. The holder shall not enter into any agreements with third parties for occupancy of the authorized premises and improvements.

15. Appeal of any provisions of this permit or any requirements thereof shall be subject to the appeal regulations at 36 CFR 214, or revisions thereof.

16. This permit is accepted subject to the conditions set forth herein, condition(s) a through c below, and Exhibit(s) attached to and made a part of this permit.
   a. Once a drill site is no longer needed the vegetation that was cleared should be dragged back onto the site to prevent soil detachment and erosion.
   b. Any spills that enter perennial waters need to be reported to the Forest Service and Utah Department of Water Quality.
   c. All pads should contain drilling fluids on-site, if spills off pad do occur notify the Forest Service to determine is any remediation is needed

17. The above clauses shall control if they conflict with additional clauses or provisions.

I have read and understand the terms and conditions and agree to abide by them.
HOLDERS

By: Michael McKee
Executive Director
Seven County Infrastructure Coalition
Address: 5995 South Redwood Rd.,
Salt Lake City, UT 84123

Phone #: 435 823 5010
Date: Oct 10, 2019

U. S. DEPARTMENT OF AGRICULTURE
Forest Service

By: ___________________________
Name: Kristy Groves
Title: District Ranger,
Duchesne/Roosevelt Ranger District

Date: _________________________

Burden and Non-Discrimination Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0062. The time required to complete this information collection is estimated to average one (1) hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

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To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

The Privacy Act of 1974 (5 U.S.C. 552a) and the Freedom of Information Act (5 U.S.C. 552) govern the confidentiality to be provided for information received by the Forest Service.
USDA FOREST SERVICE
BILL FOR COLLECTION

TO ENSURE PROPER CREDIT PLEASE HAVE YOUR BILL AVAILABLE AND
CHOOSE ONE OF THE FOLLOWING PAYMENT OPTIONS:

- PAY ONLINE AT: WWW.FS.FED.US/BILLPAY
- PAY BY MAIL: Please include the top part of this bill with
  your payment. Also include the bill number and payer code, items
  4 & 5 at right, on your check or money order. Do not send cash.
  Make your payment for the exact amount due and make it payable to
  USDA Forest Service. See address at right.
- PAY AT MOST FOREST SERVICE OFFICES: Bring a copy of
  your bill. Call your local Forest Service office for details.

TO: SEVEN COUNTY INFRASTRUCTURE COALITION
5995 SOUTH REDWOOD ROAD
SALT LAKE CITY, UT 84123
NMCKER$7COUNTY.UTAH.GOV

Pay by Mail Address:
USDA FOREST SERVICE
C/O US BANK
P. O. BOX 6200-09
PORTLAND, OR 97228-6200

AMOUNT DUE: $200.00
AMOUNT ENCLOS: $________

TO: SEVEN COUNTY INFRASTRUCTURE COALITION
5995 SOUTH REDWOOD ROAD
SALT LAKE CITY, UT 84123
NMCKER$7COUNTY.UTAH.GOV

6. AGREEMENT NO:
8. REMARKS:
   FAILURE TO PAY FEES BY DUE DATE CONSTITUTES NON-COMPLIANCE
   WITH AUTHORIZATION.

7. DESCRIPTION:
   $200.00

9. PRINCIPAL:
10. INTEREST:
11. ADMINISTRATIVE COSTS:
12. PENALTY:
13. AMOUNT DUE:
  $200.00
14. ADJ. + CREDIT:
  $.00
15. NET AMOUNT DUE:
  $200.00

NOTE: PLEASE SEND ALL CORRESPONDENCE, INQUIRIES, AND CHANGE OF ADDRESS TO:

DUCHESNE/ROOSEVELT RANGER DISTRICTS
435-738-2482
BOX 981
DUCHESNE, UTAH 84021

Failure to include both the bill number and payer code with your payment will delay posting and may delay your ability to use the National Forest. Failure to make payment by the due date may result in the assessment of interest, administrative fees and/or penalty charges. In accordance with your authorization or the debt collection act of 1982, as amended, postmarks are not honored.

DATE/PERIOD DESCRIPTION AMOUNT
10/08/2019 To 2720 SPECIAL USES DCH999002 DUCHESNE RANGER DISTRICT $200.00
09/30/2020 561 GEOLOGICAL AND GEOPHYSICAL EXPLORATION

16. ORG 17. JOB 18. AMOUNT
0401 D3495F20 $200.00

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