

FOREST ROAD AGREEMENT

BETWEEN THE

U.S. DEPARTMENT OF AGRICULTURE

FOREST SERVICE

AND

EL DORADO COUNTY

Parties to Agreement: This agreement, made and entered into this the 6th day of October 1992, by and between the Forest Service, and the County of El Dorado hereinafter called the "Cooperator."

Purpose of Agreement: The purpose of this agreement is to set forth the general terms and conditions, acceptable to the parties hereto, for the cooperative planning, survey, design, construction, reconstruction, improvement, and maintenance of certain Forest Development Roads in El Dorado County, State of California, pursuant to the provisions of 16 U.S.C. 532-538, 23 U.S.C. 205, and the regulations issued by the Secretary of Agriculture.

The Congress has, from time to time, authorized and appropriated funds for "Forest Development Roads," which are defined as "those Forest roads of primary importance for the protection, administration, and utilization of the National Forests, or where necessary, for the use and development of the resources upon which communities within or adjacent to the National Forests are dependent." Recognizing that substantial benefits will accrue to the Nation and to the state from the construction, reconstruction, improvement, maintenance, and use of certain Forest development roads and roads on the State or local road system over which the Cooperator has jurisdiction, and further that such roads carry substantial volumes of public service traffic as well as National Forest traffic, and further that the Cooperator has road construction, reconstruction, improvement, maintenance, and right-of-way acquisition facilities available to assist in the accomplishment of the work, it is accordingly deemed fitting and desirable to the parties hereto to express by this instrument the general terms of their mutual cooperation in that regard to achieve the maximum benefits therefrom in the public interest.

1. Intent to Cooperate. It is the intention of the parties under this agreement to cooperate as follows:

a. Agree that certain roads under the jurisdiction of the Cooperator or the Forest Service which serve the National Forest and also carry traffic which is properly the responsibility of the Cooperator should be maintained and, if necessary, improved to a standard adequate to accommodate safely and economically all traffic which uses such roads.

b. Agree on the identification of roads or road segments which meet the criteria in item "1.a." by a listing and appropriate maps.

c. Provide for formal meetings and informal consultation on a regular basis to discuss and agree on action with respect to the roads identified pursuant to item "1.b."

d. Provide for regular and adequate maintenance of the roads identified in item "1.b." including the assignment of maintenance responsibilities.

e. Provide for entering into project agreements when improvements of a road under the jurisdiction of one party is to be financed in whole or in part from funds or resources provided by the other party.

f. Provide for appropriate jurisdictional status of roads through transfer of easements and acquisition of easements by the appropriate party.

2. Identification of Roads. A list of roads and segments of roads which meet the criteria set forth in item "1.a." is agreed upon and is marked "Schedule A" and attached as part of this agreement. Schedule A may be modified from time to time by agreement between the Cooperator and Forest Service, by adding or removing roads or road segments, or by altering the description of a road or road segments, to give it proper identity. Each such modification shall be indicated by a revised Schedule A bearing the signatures of the parties or their authorized representatives and the effective date of the revision.

3. Maintenance Plans. At the annual meeting provided for in item 6, plans for maintaining the roads listed in Schedule A shall be agreed upon. Such plans shall include assignment of responsibility for maintenance or particular elements of maintenance to the Cooperator or Forest Service for each road or segment of road listed in Schedule A. To the extent practical, and subject to availability of funds, responsibility for maintenance shall be assigned in proportion to use for which each party is properly responsible.

Maintenance shall include preserving and keeping the roads, including structures and related facilities as nearly as possible in their original condition as constructed or reconstructed to provide satisfactory and safe road service.

Maintenance plans shall provide for prompt changes in maintenance assignments during the period of the plan upon agreement by the parties or their designated representatives.

4. Project Agreements. When improvement of a road listed in Schedule A is to be financed in whole or in part from funds or resources provided by the party not having jurisdiction, the parties shall enter into a project agreement providing for performing the improvement work and its financing. A project agreement is not required for improvement of a road or a road segment over which the party performing and financing such improvement has jurisdiction. Project agreements shall be supplements to this general agreement and subject to the agreements, provisions, and conditions herein contained.

a. A project agreement shall be entered into prior to beginning of improvement or construction work for which a project agreement is required.

b. The project agreement shall include the following elements:

(1) Identification of road or road segment to be improved or constructed.

(2) Plans and specifications for the project or provision for their development and subsequent agreement thereon.

(3) Schedule of construction or improvement work and designation of the party or parties to perform the work.

(4) Estimates of cost of improvement or construction.

(5) Agreement as to how cost of work is to be borne including arrangements to share in the work or to deposit funds with the performing party for a share of the costs.

c. If funds are provided by the Cooperator on an advance basis for work to be performed by the Forest Service, they shall be deposited in the Treasury of the United States to the credit of cooperative work, Forest Service. Any unused balance of cooperative funds for the purposes outlined in the project agreement shall be returned to the Cooperator after completion of the work performed or upon agreement of the Forest Service. If the cooperative funds are made available on a reimbursement basis as the work progresses or upon its completion, the Forest Service shall submit to the Cooperator periodic billings, but not more often than monthly, or a final billing as the case may be.

The amount of cooperative funds as set forth in the project agreement shall be the maximum commitment of the Cooperator to the project unless changed by a modification of the project agreement.

d. If funds are provided by the Forest Service for work to be performed by the Cooperator the arrangements shall be set forth in the project agreement. Payments to the Cooperator shall be made as provided for in the project agreement. If it appears that the project cost may exceed the estimate and additional funds may be needed, no obligation shall arise against the Federal government with respect to the increased cost except by modification of the project agreement prior to incurring any commitment.

5. Rights-of-Way. Easements or other interests in land acquired by either party shall be adequate to serve the road needs of both parties. The party having jurisdiction of an existing road or intended to have jurisdiction of a road to be constructed shall obtain the needed rights-of-way in its name. There shall be no provisions in any easement document that will prevent the Forest Service from using or authorizing the use of roads for which Federal funds were expended. The Cooperator must be in a position to assure the Forest Service the continuance of such uses for the period needed. The party acquiring the easement or other interest in land shall obtain such title evidence and title approval as required in its acquisitions for roads of comparable standards.

The costs of such easements or other interests in land are to be at the expense of the acquiring party.

The Forest Service shall cooperate in the procurement of rights-of-way over land administered by other agencies of the United States required for any project included under this agreement and shall furnish the Cooperator copies of survey notes, maps, and other records.

To the extent possible under available authority, each party agrees to convey easements over lands or interests in lands it owns or administers to the other party in order to provide jurisdiction by the appropriate party as may be agreed to for any road or road segment listed on Schedule A.

6. Annual Meeting and Continuing Consultation. The Cooperator and Forest Service shall meet at least once each year to review matters covered by this agreement and to agree on actions to implement this agreement including, but not limited to, (1) approval of changes in the listing of roads on Schedule A; (2) approval of the annual maintenance plan; (3) approval of project agreements for construction or reconstruction; and (4) approval of transfer of jurisdiction of particular roads by easement conveyance. It is also the intent of the parties to arrange for continuing consultation between their representatives with the objective of reaching prompt agreement by the parties on all matters of mutual concern which are covered by this agreement. The Forest Supervisor of the Eldorado National Forest for the Forest Service, and the Director of Transportation for the Cooperator shall be responsible for making the arrangements for formal meetings and continuing consultation.

7. Modification and Termination

a. This agreement may be modified by mutual consent.

b. This agreement may be terminated by either party upon at least 90 days prior written notice, except that such termination shall in no way affect or change any commitment made authorizing the use of roads or rights-of-way for purposes for which Federal funds were expended, or any operation in progress at time of notice, and provided that such termination shall in no way affect the agreement of the parties hereto with respect to any obligations incurred under the agreement until a full settlement has been made.

8. Miscellaneous

a. It is understood that any default by a permittee or other authorized road user creates no liability on the part of the Forest Service.

b. Nothing herein contained shall be constructed to obligate the Forest Service or the Cooperator beyond the extent of available funds allocated or programed for this work, or contrary to applicable laws, rules, and regulations.

c. No Member of, or Delegate to, the Congress, or Resident Commissioner, shall be admitted to any share or part of this agreement or to any benefits that may arise therefrom, unless it is made with a corporation for its general benefit.

d. Where applicable, any contract, agreement, or understanding entered into pursuant to this agreement providing for work to be performed shall include the requirements of Federal laws, Executive orders, and Regulations.

This agreement shall be effective as of the date herein written and shall supersede all prior existing agreements, if any, for the same roads.

El Dorado County
Cooperator

By

William Center
(title)

By

WILLIAM N. CENTER, 1ST Vice Chairman
(title) 10-6-92

By

(title)

FOREST SERVICE
DEPARTMENT OF AGRICULTURE

By

John Phipps
Forest Supervisor

ATTEST: ESSIE L. FOOTE, Clerk
of the Board of Supervisors

By Margaret B. Moody
Deputy Clerk
10-1-92

COUNTY ROADS
IN
FEDERAL DEVELOPMENT SYSTEM
SCHEDULE A

ROAD NUMBER	FOREST SERVICE ROAD NAME 1/	COUNTY NUMBER	EL DORADO COUNTY ROAD NAME 1/	LENGTH
8N64	OMO RANCH ROAD	35	OMO RANCH	10.00
9N30	CAPPS RESERVOIR	102	CAPPS CROSSING ROAD	1.50
9N45	CALDOR	118	CALDOR ROAD	3.40
9N58	SUNDAY RIDGE	124/879	STRING CANYON ROAD	3.80
9N65	ARTIC	2076	GOLDEN ASPEN DRIVE	0.40
9N73	GRIZZLY - CALDOR	100	GRIZZLY FLAT ROAD	0.20
9N81	TIE GRIZZLY	103	LEONI ROAD	1.30
10N40	PLUM CREEK	88C	HAZEL VALLEY ROAD	1.30
10N57	CAMP CREEK	124/877	COSUMNES MINE	5.50
10N70	GRIZZLY FLAT-SCIARONI	100	GRIZZLY FLAT ROAD	4.80
10N71.1	HAPPY VALLEY	80	HAPPY VALLEY ROAD	4.40
10N71.3	HAPPY VALLEY	80	HAPPY VALLEY ROAD	0.50
10N74	HAPPY VALLEY LOOP	80	HAPPY VALLEY ROAD	2.70
11N08	CABLE	121	CABLE ROAD	6.90
11N40	SILVER FORK	2130	SILVER FORK ROAD	0.30
11N55	PEAVINE RIDGE	167	PEAVINE RIDGE ROAD	0.95
11N64	SPRING VALLEY	8111	PEAVINE RIDGE ROAD	0.15
11N65	WHITE MEADOWS	1041	WHITE MEADOWS ROAD	4.30
11N67	PARK CREEK	88	PARK CREEK ROAD	7.40
11N74	HAZEL VALLEY ROAD	88C	HAZEL VALLEY ROAD	1.10
12N29	WENTWORTH SPRINGS	63	WENTWORTH SPRINGS ROAD	30.40
12N34	FOREBAY	122A	FOREBAY ROAD	4.10
12N80	DARLING RIDGE	44/46	BEAR CREEK	3.60
12N85	BALDERSON	65	BALDERSTON ROAD	2.80
12N86	BEAR CREEK HEADWATER	46	BEAR CREEK	2.30
12N92	MEADOWBROOK	46/47	BEAR CREEK	3.20
13N18	NORTH LOON	147	ICE HOUSE ROAD	2.90
13N28	SOUTH CREEK	147F	ICE HOUSE ROAD	0.30
13N29	DITCH CAMP	147F	ICE HOUSE ROAD	1.70
13N59	BREEDLOVE	112	BREEDLOVE ROAD	2.40
13N97	BLM CANYON CREEK	111	MAMELUKE HILL ROAD	1.10
14N01	McKINNEY CREEK	147	ICE HOUSE ROAD	4.80
14N34	WENTWORTH SPRINGS	63	WENTWORTH SPRINGS ROAD	13.90
14N35	VOLCANOVILLE	64	VOLCANOVILLE ROAD	10.90
17N12	SODA SPRINGS-RIVERTON	63/147	ICE HOUSE ROAD	28.30
TOTAL				173.60

1/ All roads listed in Schedule A are within the Forest development road system and are maintained by El Dorado County.

COUNTY ROADS
 IN
 FEDERAL DEVELOPMENT SYSTEM
 TERMINI DESCRIPTION

The following is a description of the beginning and ending points of the roads identified in Schedule A.

<u>ROAD NUMBER</u>	<u>COUNTY NUMBER</u>	<u>DESCRIPTION</u>
8N64	35	Beginning in the SW1/4SW1/4 Section 32, T.9N., R.13E. and ending at the County line with Amador County in the NW1/4SW1/4 Section 21, T.8N., R.14E.
9N31	102	Beginning at the intersection with Road 9N58 in the SW1/4SE1/4 Section 10, T.9N., R.13E. and ending in the SE1/4NW1/4 Section 13, T.9N., R.13E.
9N45	118	Beginning at the intersection with Grizzly Flat Road in Lot 2, Section 19, T.9N., R.13E. and ending at the intersection with 9N54 in the SW1/4SE1/4 Section 28, T.9N., R.13E.
9N58	124 & 879	Beginning at the intersection with 10N57 in the SE1/4NW1/4 Section 17, T.9N., R.13E., and ending in Lot 4, Section 3, T.9N., R.13E.
9N65	2076	Beginning at the intersection with Grizzly Flat Road in the NW1/4SW1/4 Section 15, T.9N., R.13E., and ending on the west line of the SW1/4SW1/4 Section 15, T.9N., R.13E.
9N73	103	Beginning at the intersection with Grizzly Flat Road near the center of Section 15, T.9N., R.13E., and ending in the NW1/4SE1/4 Section 15, T.9N., R.13E.
9N81	103	Beginning at the intersection with Grizzly Flat Road in the NE1/4SW1/4 Section 15, T.9N., R.13E., and ending in the NW1/4SE1/4 Section 15, T.9N., R.13E.
10N40	88C	Beginning at the intersection with U.S. Highway 50 in the SE1/4NE1/4 Section 34, T.11N., R.13E., and ending at the intersection with 11N74 in the SW1/4NE1/4 Section 35, T.11N., R.13E.

10N57	877 & 124	Beginning at the intersection with Grizzly Flat Road in the NE1/4SW1/4 Section 17, T.9N., R.13E., and ending at the intersection with 10N77 in the SW1/4NW1/4 Section 34, T.10N., R.13E.
10N70	100	Beginning at the intersection with 10N57 in the NE1/4SW1/4 Section 17, T.9N., R.13E., and ending at the intersection with 9N58 in the NW1/4NE1/4 Section 15, T.9N., R.13E.
10N71.1	80	Beginning at the intersection with County Road 103 in the NW1/4NW1/4 Section 11, T.9N., R.12E., and ending at the intersection with 10N74 in the NE1/4SW1/4 Section 32, T.10N., R.13E.
10N71.3	80	Beginning at the intersection with 10N74 in the NE1/4NE1/4 Section 33, T.10N., R.13E., and ending at the intersection with 10N67 in the SW1/4SW1/4 Section 27, T.10N., R.13E.
10N74	80	Beginning at the intersection with 10N71.1 in the NE1/4SW1/4 Section 32, T.10N., R.13E. and ending at the intersection with roads 10N71.2 and 10N71.3 in the NE1/4NE1/4 Section 33, T.10N., R.13E.
11N08	121	Beginning at the intersection with Carson Road in the NW1/4NE1/4 Section 8, T.10N., R.12E. and ending in the SW1/4SE1/4 Section 19, T.11N., R.12E.
11N40	2130	Beginning at the intersection with U.S. Highway 50 at Kyburz in the NW1/4NW1/4 Section 27, T.11N., R.15E. and ending on the South line of the NW1/4NW1/4 Section 27, T.11N., R.15E.
11N55	167	Beginning at the intersection with Spring Valley Road (11N64) in the SW1/4NW1/4 Section 23, T.11N., R.13E., and ending at the Forest boundary on the West line of the NE1/4NE1/4 Section 23, T.11N., R.13E.
11N64	8111	Beginning at the intersection with Peavine Ridge Road (11N55) in the SW1/4NW1/4 Section 23, T.11N., R.13E., and ending at the West line of said Section 23.
11N65	8110/8111	Beginning at the intersection with Soda Springs-Riverton Road in the SE1/4NW1/4 Section 30, T.11N., R.14E. and ending at the intersection with Peavine Ridge Road (11N55) in the NE1/4NW1/4 Section 23, T.11N., R.13E.
11N67	88	Beginning at the intersection with Sly Park Road in the NE1/4SW1/4 Section 32, T.11N., R.13E. and ending at the intersection with road 10N50, Mormon

Emigrant Trail, in the SW1/4SW1/4 Section 12,
T.10N., R.13E.

11N74

88C

Beginning at the intersection with 11N40 in the
SW1/4NE1/4 Section 35, T.11N., R.13E. and ending at
the intersection with 11N67 in the SW1/4SW1/4
Section 35, T.11N., R.13E.

12N29	63	Beginning in the town of Georgetown at the intersection of State Highway 193 in the SE1/4NE1/4 Section 10, T.12N., R.10E. and ending at the intersection with Soda Springs-Riverton Road in the SW1/4SE1/4 Section 27, T.13N., R.14E.
12N34	122A	Beginning at the intersection with Pony Express Trail in Pollock Pines in the NW1/4NW1/4 Section 31, T.11N., R.13E. and ending at the intersection with 12N34.2 in the NW1/4SE1/4 Section 22, T.11N., R.12E.
12N80	44/46	Beginning at the intersection with Traverse Creek Road in the SW1/4SE1/4 Section 1, T.11N., R.10E. and ending at the Forest boundary on the South line of the SE1/4NW1/4 Section 32, T.12N., R.11E.
12N85	65	Beginning at the intersection with the Wentworth Springs Road in the NE1/4NW1/4 Section 5, T.12., R.11E., and ending at the intersection with the Wentworth Springs Road in the SW1/4NE1/4 Section 33, T.13N., R.11E.
12N86	46	Beginning at the intersection with road 12N80 in the NW1/4NE1/4 Section 31, T.11N., R.11E. and ending at the intersection with road 12N92 in the SE1/4NW1/4 Section 19, T.12N., R.11E.
12N92	46/47	Beginning at the intersection with State Highway 193 in the NE1/4SW1/4 Section 26, T.12N., R.10E. and ending at the intersection with 12N86 in the SE1/4NW1/4 Section 19, T.12N., R.11E.
13N18	147	Beginning at the intersection with 13N17 in the SW1/4NW1/4 Section 17, T.13N., R.15E. and ending at the end of the road in the SW1/4NW1/4 Section 4, T.13N., R.15E.
13N28	147F	Beginning at the intersection with the Soda Springs-Riverton Road in the NW1/4SE1/4 Section 27, T.13N., R.14E. and ending at the intersection with 13N29 in the SW1/4NW1/4 Section 27, T.13N., R.14E.
13N29	147F	Beginning at the intersection with 13N28 in the SW1/4NW1/4 Section 27, T.13N., R.14E. and ending at the intersection with 17N12 in the NE1/4SE1/4 Section 22, T.13N., R.14E.

13N59	112	Beginning at the intersection with the Wentworth Springs Road in the NW1/4NW1/4 Section 6, T.12N., R.11E. and ending at the intersection with 13N58 in the NW1/4SW1/4 Section 29, T.13N., R.11E.
13N97	111	Beginning at the intersection with Georgia Slide Road in the SW1/4SW1/4 Section 2, T.12N., R.10E. and ending at the intersection of 13N58 in the SE1/4SW1/4 Section 27, T.13N., R.10E.
14N01	147	Beginning at the intersection with 17N12 in the SE1/4SE1/4 Section 22, T.13N., R.14E. and ending at the intersection with 13N17 in the SW1/4NW1/4 Section 17, T.13N., R.15E.
14N34	63	Beginning at the intersection with 17N12 in the SE1/4SW1/4 Section 11, T.13N., R.14E. and ending at the Forest boundary in the N1/2 Section 31, T.14N., R.16E.
14N35	64	Beginning at the intersection with 12N29 in the S1/2SW1/4 Section 26, T.13N., R.11E. and ending at Volcanoville in the NE1/4NE1/4 Section 18, T.13N., R.11E.
17N12	63/147	Beginning at U.S. Highway 50 in the NE1/4SE1/4 Section 30, T.11N., R.13E. and ending at the intersection with 14N34 in the SE1/4SW1/4 Section 11, T.13N., R.14E.