

FIRST DAY JUDICIAL

December 18, 1972

BE IT REMEMBERED, that at a regular term of the County Court of the State of Oregon, for the County of Union, sitting for the transaction of County business, begun and held at the Court House in the City of La Grande, in said County and State, on Monday, the 18th day of December, A.D., 1972, the same being the third Monday of said month and the time fixed by Law for holding a regular term of said Court.

IN THE MATTER OF THE AGREEMENT
UNION COUNTY FOREST SERVICE
BAKER DISTRICT

Part I
FOREST DEVELOPMENT ROAD COOPERATIVE AGREEMENT

Section 1 - Parties to Agreement: This Agreement, made and entered into this the 8th day of January, 1973, by and between the Forest Service, U.S. Department of Agriculture, hereinafter called "Forest Service" and the County of Union, hereinafter called the "Cooperator."

Section 2 - 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, maintenance and use of certain forest development roads in Union County, State of Oregon, pursuant to the provisions of 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 and trails," which are defined in 23 U.S.C 101 as "those forest roads or trails 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 their coordination with the State or local 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 maximim benefits therefrom in the public interest.

It is the intention of the parties under this agreement to cooperate as follows:

- (a) Agree upon a road system to be jointly used, composed of those forest development roads which are now or should be on the road system.
- (b) Improve the road system agreed upon by additional investments for construction, reconstruction, or improvement under specific project agreements.
- (c) Cooperate in maintaining the road systems agreed upon and assigned maintenance responsibilities in accordance with use benefits.

Section 3 - Forest Service-Cooperator Planning: This agreement shall cover those forest development roads jointly used or planned by the Forest Service and the Cooperator within or adjacent to and servicing (1) National Forest administration, (2) the use and development of the resources which the communities within or adjacent to the National Forests are dependent, and (3) general public traffic, including school buses, mail carriers, common carriers and private trucks and cars.

A list of roads and segments of roads is agreed upon in accordance with the foregoing criteria. Such list marked Schedule A is attached as part of this agreement. In order to provide for feasible assignment and reassignment to a specific maintenance responsibility category, said roads and segments are grouped as follows:

- (a) Those on which all maintenance will be the responsibility of the Cooperator.
- (b) Those on which all maintenance will be the responsibility of the Forest Service.
- (c) Those on which maintenance responsibility will be shared by both parties.

This list of such approved roads and segments of roads may be varied from time to time by agreement between the Forest Service and the Cooperator, either by adding roads or segments thereto, removing roads or segments therefrom, or by altering the description of any road or segment to give it proper identity; Providing that before any road or segment is removed adequate arrangements will be made where necessary or feasible for its continued used by either or both parties. Each such action shall be indicated (1) by a revised list or (2) by a revised page or pages bearing the signatures of the parties or their authorized representatives together with a showing of the effective date of the revision.

Section 4 - Project Agreements: Specific project agreements will be executed to supplement this general agreement for projects included in an approved Forest Service-Cooperator plan. The intent to locate, relocate, survey, design, construct, reconstruct, improve, maintain and use each road project shall be indicated and each action shall be accomplished as expeditiously available funds or work opportunities will permit.

Section 5 - Cooperator Funds or Cooperator Work Performed: Any funds or work that the Cooperator may make available to the project in any given year or period of time shall be covered by a project agreement. If funds are provided by the Cooperator on an advance basis, 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 deposited for the purposes outlined in the project agreement will be returned to the Cooperator after completion of the work performed or upon agreement of the Forest Service.

Work performed by the Cooperator in lieu of required funds will be done in accordance with agreed-upon standards of construction and project specifications.

FIRST JUDICIAL DAY CONTINUED

December 18, 1972

If the cooperative funds are to be 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 duly executed by the parties hereto.

Section 6 - Federal Funds or Work Performed: When any proposed work provided for in an approved Forest Service-Cooperator is to be performed by the Cooperator, the Permittee, the Forest Service, or is to be performed jointly and the cost is to be borne in whole or in part by the Forest Service or by a Federal permittee, such circumstances shall be set forth in the project agreement together with a statement of the amount of cost to be borne by each party. If it appears that the project cost may exceed the estimate and additional funds or work may be needed, no obligation shall arise against the Federal Government or its permittees with respect to the increased cost except by modification of the project agreement prior to incurring any commitment. Payments to the Cooperator shall be made as provided for in each project agreement.

Section 7 - Location, Relocation, Survey and Design: The location, relocation, survey and design, including the preparation of plans, specifications and cost estimates, for all projects listed under this agreement will be accomplished by whichever party is agreed upon. As each step of location, relocation, survey or design work is accomplished, said work will be subject to review by the other party and acceptance before the next step is taken.

Section 8 - Right-of-Way: Easements or other interests in land acquired in the name of either party shall be adequate to serve the planned road needs of both parties. There shall be no provisions in any easement document that will prevent the Forest Service from using or authorizing the use of roads for the purposes 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 acquisitions may be in the name of the Cooperator except when such acquisition would not provide for the conditions described above or when the acquisition by the Cooperator would not adequately provide protection for the rights of other Cooperators, or when the road is an interior segment of a road which is under the primary control of the Forest Service.

The costs of such easements or other interests in property acquired by the Cooperator are to be at the Cooperator's expense unless otherwise provided in the project agreement. Easements obtained in the name of the United States may be donated, acquired under cooperative agreements, or purchased.

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

Section 9 - Construction, Reconstruction, and Improvement of Cooperative Projects: Unless otherwise provided in the project agreement for the specified project, the construction, reconstruction or improvement of cooperative projects on the listed roads or segments under this agreement shall be accomplished by the designated constructing party in accordance with the agreement. Construction shall be in strict compliance with the plans, specifications and estimates approved for the project and in conformity with requirements of law of the United States and regulations of the Secretary of Agriculture.

The project work shall be undertaken as promptly as possible after funds are made available, and shall be carried to completion with all reasonable speed. Minor changes in grade, alignment, surface course or structures made necessary by unforeseen contingencies or deemed desirable by conditions developing during the progress of the work may be made by the designated road constructor without the prior or separate approval of the other party.

Section 10 - Cost of Projects: Whenever the work is covered by a project agreement and cooperative funds are involved, the designated action party shall furnish to the other party a summary statement of the cost of the project upon completion or at any other time prior thereto upon request.

Section 11 - Borrow and Surfacing Material: When the approved plans for the construction, reconstruction or improvement of a project provide for obtaining local material from designated quarries, gravel pits or borrow pits situated on private lands, the designated party shall negotiate and enter into all necessary agreements for the right to remove such material and shall agree with the landowner for the price to be paid for material removed.

Section 12 - Maintenance: Upon approval of this agreement by both parties, and subject to availability of funds, the parties agree to assume or to continue the maintenance of the roads or segments listed in Schedule A.

Maintenance shall include preserving and keeping each roadway, road structure and road facility as nearly as possible in its original condition as constructed, or as reconstructed or improved, to provide satisfactory and safe road service.

In the event it is determined that conditions on a project under maintenance require extraordinary repairs, removal or unusually extensive slides, or similar work outside the scope of ordinary road maintenance, the performance thereof may be accomplished after both parties agree on appropriate cost shares and who will do the necessary work. If the work is of an extensive nature it shall be covered by a project agreement.

A road project shall be deemed in maintenance status when (1) the existing roads have been approved and listed and (2) the planned work on new, reconstructed or improved roads has been completed in accordance with approved plans and specifications, included is the clearing and disposal of refuse as evidenced by the separate approvals of the Cooperator and the Forest Service.

Section 13 - Rules of Joint Use: All users of roads covered by this agreement shall comply with State and Federal laws, regulations of the Secretary of Agriculture relating thereto and those of the Cooperator relating to its jurisdiction, and to all necessary rules of road use, such rules to include those measures necessary to regulate speeds, vehicular weights and widths, and such other restrictions on use by specified classes of users as deemed necessary for public interest and safety.

Section 14 - Project Agreements: A project agreement shall be entered into between the parties for any project prior to the actual location, relocation, survey, acquisition of rights-of-way, construction, reconstruction, improvement, surfacing or maintenance or any combination of these. Project agreements are to be executed in sufficient copies to meet the requirements of the parties.

Section 15 - 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.

Section 16 - 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 construed to obligate the Forest Service or the Cooperator beyond the extent of available funds allocated or programmed for this work, or contrary to applicable laws, rules and regulations.
(c) No member of, or delegate to, 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 above written and shall supersede all prior existing agreements, if any, for the same roads.

Union County - State of Oregon
(Cooperator)

FOREST SERVICE
DEPARTMENT OF AGRICULTURE

By: /s/ Earle C. Misener
County Judge

By: Dale ? ???????
Act. Forest Sup.

By: /s/ R.W. Schaad
County Commissioner

By: /s/ Russell Elmer
County Commissioner

PART III - PROJECT AGREEMENT NO. 1

ROAD NAME County Road NO. 104

FOREST DEVELOPMENT ROAD COOPERATIVE AGREEMENT

Union COUNTY, OREGON

WHEREAS, Union COUNTY, hereinafter called "Cooperator," and the Forest Service, U.S. Department of Agriculture, hereinafter called "Forest Service," on the 8th day of January, 1973, entered into a Forest Development Road Cooperative Agreement, hereinafter called "Agreement," providing for cooperative planning, survey, design, construction, reconstruction, improvement, maintenance and use of certain forest development roads in Union County and

WHEREAS, said Agreement provides that project agreements will be executed to supplement it for projects included in approved Forest Service-Cooperator plan, and

WHEREAS, the parties have now determined that the roads hereinafter described are to be included in an approved Forest Service-Cooperator plan,

NOW, THEREFORE, in accordance with the provisions of said Agreement, the parties agree as follows:

- 1. Maintenance responsibility on County Road No. 104, Segment No. 1, which is identified in Section I-A of Schedule A.

A. Cooperator Responsibility:

- 1. Continue said road as a part of its permanent system of roads under County jurisdiction.
2. To the extent permitted by applicable law, not to abandon the bridge, road, or related rights, or any segment thereof, without the written consent of the Forest Supervisor.
3. To the extent now hereafter permitted by applicable law to convey to the Government all its title and interest in said bridge and road or any segment thereof which the County does not wish to continue in the status of County Road.
4. Clearing downed timber from roads and ditches.
5. Blading and shaping of surface and shoulders.
6. Cleaning ditches.
7. Surface replacement.

- 8. Maintenance of running surfaces on bridges.
- 9. Removal of minor slides.
- 10. Repair of minor slips or washouts.
- 11. Upkeep of cattleguards, gates and bridges.
- 12. Dust abatement.
- 13. Brush control on roadside.

B. Forest Service Responsibility:

None

IN WITNESS WHEREOF, the parties hereto have caused this project agreement to be properly executed by their authorized representatives on this 8th day of January, 1973.

Union County

United States of America

BY: /s/ Earle C. Misener
County Judge

By: Dale ? ???????
Act. Forest Supervisor
Forest Service
Department of Agriculture

/s/ R.W. Schaad
County Commissioner

/s/ Russell Elmer
County Commissioner

PART III - PROJECT AGREEMENT NO. 2

ROAD NAME County Road NO. 104

FOREST DEVELOPMENT COOPERATIVE AGREEMENT

Union COUNTY, OREGON

WHEREAS, Union COUNTY, hereinafter called "Cooperator," and the Forest Service, U.S. Department of Agriculture, hereinafter called "Forest Service," on the 8th day of January, 1973, entered into a Forest Development Road Cooperative Agreement, hereinafter called "Agreement" providing for cooperative planning, survey, design, construction, reconstruction, improvement, maintenance and use of certain forest development roads in Union County and

WHEREAS, said Agreement provides that project agreements will be executed to supplement it for projects included in approved Forest Service-Cooperator plan, and

WHEREAS, the parties have now determined that the roads hereinafter described are to be included in an approved Forest Service-Cooperator plan,

NOW, THEREFORE, in accordance with the provisions of said Agreement, the parties agree as follows:

- 1. Maintenance responsibility on County Road No., 104, Segment No. 2 which is identified in Section II-A of Schedule A.

A. Forest Service Responsibility:

- 1. Brush control on roadside
- 2. Cleaning culverts
- 3. Upkeep of signs
- 4. Clearing down timber from roads and ditches
- 5. Blading and shaping of surface and shoulders
- 6. Cleaning ditches
- 7. Surface replacement
- 8. Removal of minor slides
- 9. Repair of minor slips and washouts
- 10. Upkeep of cattleguards and gates.

B. Cooperator responsibility:

1. Continue said road as a part of its permanent system of roads under County jurisdiction.
2. To the extent permitted by applicable law, not to abandon the bridge, road, or related rights, or any segment thereof, without the written consent of the Forest Supervisor.
3. To the extent now or hereafter permitted by applicable law to convey to the Government all its title and interest in said bridge and road or any segment thereof which the County does not wish to continue in the Status of County Road.

IN WITNESS WHEREOF, the parties hereto have caused this project agreement to be properly executed by their authorized representatives on this 8th day of January, 1973.

Union County

United States of America

By:
/s/ Earle C. Misener
County Judge

BY: Dale ? ???????
Act Forest Supervisor
Forest Service
Department of Agriculture

/s/ R.W. Schaad
County Commissioner

/s/ Russell Elmer
County Commissioner

AGREEMENT, Continued

December 18, 1972

SCHEDULE A
FOREST DEVELOPMENT ROAD COOPERATIVE AGREEMENT
UNION, COUNTY OREGON
PART II

I. Roads on which all maintenance will be the responsibility of the Cooperator

- A. From the Hidden Valley Horse Ranch along County Road 104 to and including Wolf Creek Bridge (Sec. 3, T.6 S., R. 38 E.) in the approximate location as shown on attached Exhibit 1 colored in red.

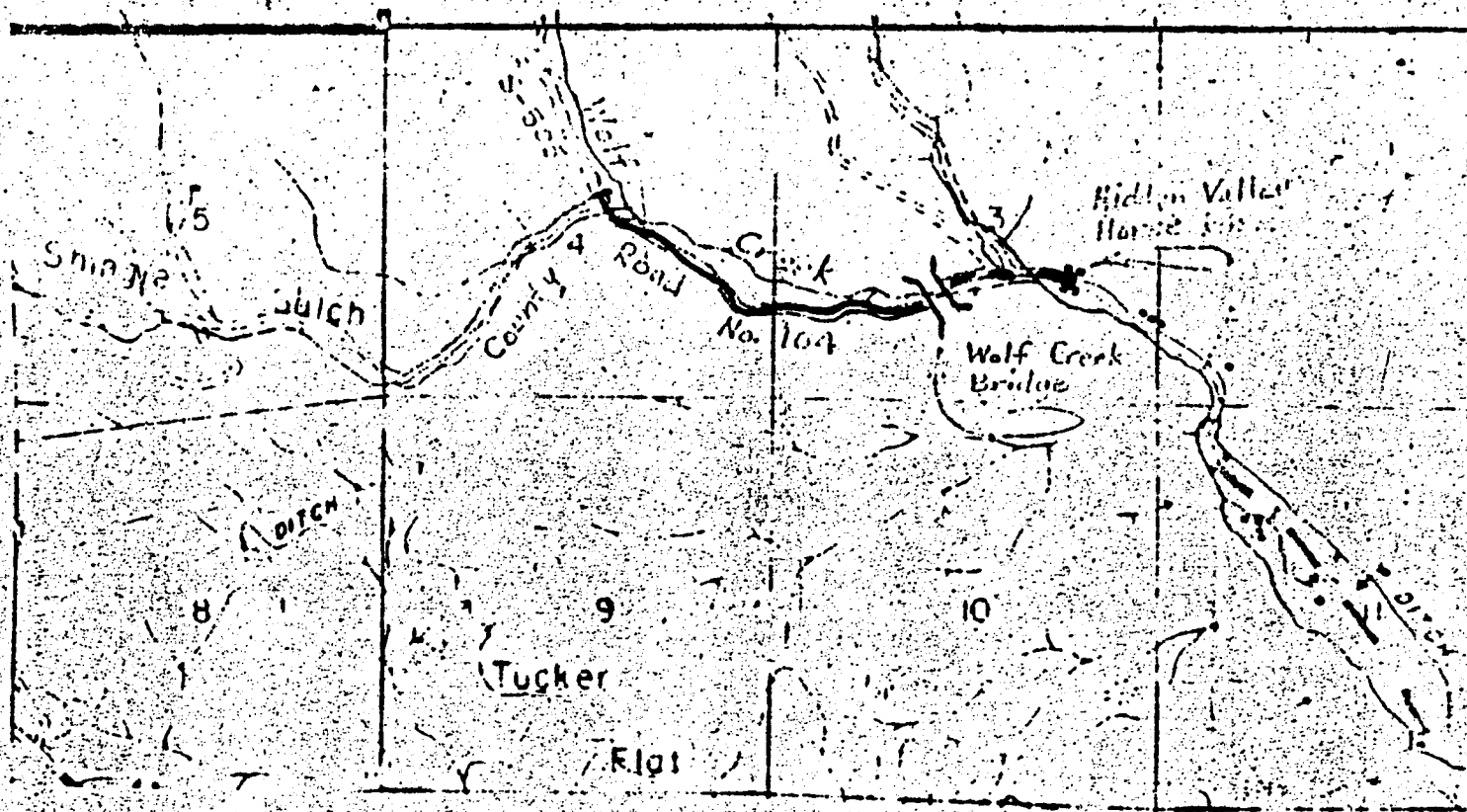
II. Roads on which all maintenance will be the responsibility of the Forest Service

- A. From but not including Wolf Creef Bridge (Sec. 3, T.6 S., R. 38 E.) along County Road to its junction with National Forest Road S-505 (Sec. 4, T.6 S., R. 38 E.) in the same approximate location as shown on the attached Exhibit 1, colored in red.

III. Roads on which maintenance responsibility will be shared by both parties

- A. None

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LEGEND

Exhibit I to Schedule A

Forest Development
Road Cooperative Agreement
Union County, Oregon

Road Segments Under Agreement

Date 10-18-70

Project Agreement No. 1 (Co.) Prepared by Larry W. Tatum

Project Agreement No. 2 (F.S.) Approved by SI JACK FROST SR
FOREST ENGINEER