

FOREST ROAD AGREEMENT

BETWEEN THE

U.S. DEPARTMENT OF AGRICULTURE
FOREST SERVICE
TONTO NATIONAL FOREST

AND

GILA COUNTY

Parties to Agreement: This agreement, made and entered into this the 9th day of September 2009, by and between the Forest Service, and the County of Gila 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 Gila county, State of Arizona, 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 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 b.
 - d. Provide for regular and adequate maintenance of the roads identified in item 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 1a 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. Notwithstanding, the cooperator must submit all original invoice(s) to:

**U.S. Forest Service
Albuquerque Service Center
Payments - Grants & Agreements
101B Sun Avenue NE
Albuquerque, NM 87109**

FAX: (877) 687-4894

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 Tonto National Forest for the Forest Service, and Chair 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 programmed 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.

9. PRINCIPAL CONTACTS:

Forest Service Contact

Gary Hanna, Forest Engineer
Tonto National Forest
2324 E. McDowell Road
Phoenix, AZ 85006
Phone: (602) 225-5375
Fax: (602) 225-5295
Email: ghanna@fs.fed.us

Forest Service Admin Contact

Sherry Smith, Grants & Agreements
Tonto National Forest
2324 E. McDowell Road
Phoenix, AZ 85006

Gila County Contact

Steve Stratton, Director
Gila County Public Works
1400 Ash Street
Globe, AZ 85501
Phone: (928) 425-3231
Fax: (928) 425-8104
Email: sstratton@co.gila.az.us

Gila County Admin Contact

Shannon Coons
Gila County Public Works
1400 Ash Street
Globe, AZ 85501

Phone: (602) 225-5383
Fax: (602) 225-5361
Email: sherrysmith@fs.fed.us

Phone: (928) 402-8521
Fax: (928) 425-8104
Email: scoons@co.gila.az.us

The designated representatives shall serve as the contact persons to establish meeting times and places, and to resolve any differences in statements and payments. In the event the differences cannot be resolved, the project contacts shall refer the issue(s) to the signatory officials for resolution.

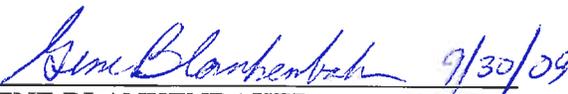
10. COMMENCEMENT/EXPIRATION DATE. This instrument is executed as of the date of last signature and is effective through September 30, 2014 at which time it will expire unless extended.
11. AUTHORIZED REPRESENTATIVES. By signature below, the cooperator certifies that the individuals listed in this document as representatives of the cooperator are authorized to act in their respective areas for matters related to this agreement.

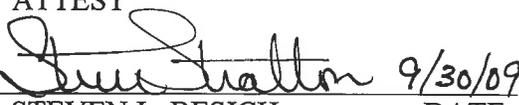
This agreement shall be effective as of the date herein written and shall supersede all prior existing agreements, if any, for the same roads.

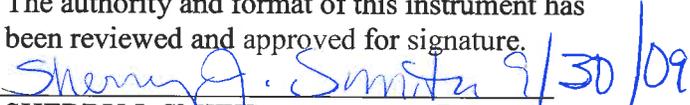
GILA COUNTY
BOARD OF SUPERVISORS

USDA FOREST SERVICE
TONTO NATIONAL FOREST

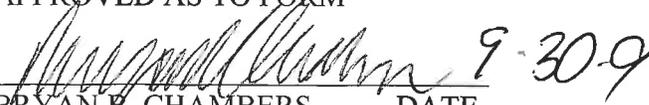

SHIRLEY L. DAWSON 9/30/09
Chairman DATE


GENE BLANKENBAKER 9/30/09
Forest Supervisor DATE

ATTEST

FOR STEVEN L. BESICH 9/30/09
Clerk of the Board DATE

The authority and format of this instrument has been reviewed and approved for signature.

SHERRY J. SMITH 9/30/09
Grants & Agreements Specialist DATE

APPROVED AS TO FORM


BRYAN B. CHAMBERS 9-30-09
Chief Deputy County Attorney for
DAISY FLORES, Gila County
Attorney

Road Number April 2009	Road Name	Gila Cnty. Maint. Miles	Gila Cnty. Maint. Level	Gila County BMP/EMP Description	Additional Description BMPor EMP or Logical Termini
COPPER					
73	Jordan's Rd	0.5	2	SR 188 to Private Land	
85	Grapevine Extension	0.3	2	Parking lot - Lake	
87	Dagger Ranch	1.0	2	FR 203 - Private Land	Dagger Ranch
97	Jack Shoe (FR 97)	3.0	2	FDR 60 - Private Land	Jack Shoe Ranch
189	Coon Creek Trail	4.8	2	SR 288 - Oak Cr. TH	
203	Cherry Ck	1.0	2	From Private Land to Cattle Pens	Ellison Ranch
216	FDR 216 (Pinky Norris)	1.4	2	SR 60 - End	
219	Horseshoe Bend	8.9	2	County Road to Section 13/14	Top of Hill
220	Richmond Basin	7.2	2	FDR 219 to End	Richmond Basin
223	Shute Spring	4.7	2	FR 219 to Private Land	Shute Springs
224	Copper Hill	6.8	2	US 60 to Forest Boundary	
238	FDR 238	3.0	2	SR 288 - Private Land	
304	Chrysotile	3.8	2	SR 60 - End	
395	Kings Canyon	4.7	2	Forest Bndry to FR 594	
396	Eads Wash	0.5	2	SR 288 - Parking Lot	
429	Mill Ridge	6.0	2	SR 188 - TH	
473	Regal Mine	6.7	2	Forest Boundary to Private Land	Regal Mine
484	Mail Box	1.0	2	FR 130 to FR 134	
584	Winters Ranch	1.6	2	SR 60 - Winters Ranch	
594	Nugget Mesa	4.9	2	County Road to Dead End	
608	Bohme Ranch	2.7	2	FR 2608 to Private Land	Bohme Ranch
935	Roscoe	4.0	2	FR 200 to FR 2985	
2568	FDR 2568	0.4	2	FR 349 to Private Land	
203A	Bull Canyon Trailhead	5.9	2	FR 203 - Trailhead	
287A	Miles Ranch	1.2	2	FR 287 - County Line	
287B	Castle Dome	3.4	2	FR 287 to FR 608	
303A	Gleason Flat	2.1	2	FDR 303 - Top of Hill	Not to the River
411C	Nagelin Spur C	2.5	2	FR 411 - FR512	
449A	Campaign Creek Spur	5.1	2	FR 449 to TH	
LEVEL 2 TOTAL		99.1			
55	Russel Gulch	4.3	3	Forest BDY - Forest BDY	EOP Russell Gulch to EOP Kellner Canyon
83	Black Brush Ranch	2.4	3	SR 188 - Black Brush Hdqtrs.	
173	Frazier Trailhead	0.2	3	SR 188 - Trailhead	
203	Cherry Creek	19.6	3	SR 288 to Private Land	Ellison Ck Ranch
303	Haystack	14.1	3	US 60 - FDR 1052	
321	Fraizer Campground	0.4	3	SR 188 - Campground	
349	Simpson Lake	5.8	3	US 60 to FR 2568	

Road Number April 2009	Road Name	Gila Cnty. Maint. Miles	Gila Cnty. Maint. Level	Gila County BMP/EMP Description	Additional Description BMP or EMP or Logical Termini
	TIMBER				
54	P.V. Wilson	17.1	2	SR 288 - Private Land	Q Ranch
60	A-Cross	23.9	2	EOP to SR 288	
100	Nail Ranch	0.5	2	FDR 512 - Private Land	South to Nail Ranch
116	Crouch Mesa	2.7	2	FR 512 -FR 512	
128	Nagelin Rim	3.0	2	FR 512 - MP3.0	
129	Big Walnut	7.2	2	Forest Bndry to Private Land	Marsh Creek Ranch
131	Jim Sam	4.6	2	FR 486 - end	
134	Flying W	6.4	2	FR 129 to Private Land	Flying W Ranch
198	Pyeatt Draw	7.8	2	FR 199 - FR 64	
202	Rock House	5.7	2	FR 203 south end to Oak Springs	Corrals
249	Ellinwood Segment	4.0	2	FR 200 -Private Land	Ellinwood Ranch
291	Colcord Road	7.4	2	FDR 512 - Private Land	
409	Fort Reno	2.0	2	SR 188 to FR 1382	
411	Nagelin Canyon	5.8	2	FR 187 to FR 291	
424	Bouquet	2.9	2	FR 423 to FR 1405	
428	Hardscrabble	7.8	2	FDR 708 - Forest Bndry	
430	Pyle Ranch	0.5	2	FR64 - Private	Pyle Ranch
485	Turkey Creek Mine (Rock Cr.)	3.4	2	FR 486 to End	Mine
485	Turkey Ck Mine	3.2	2	FR 486 to End	
486	Buzzard Roost	7.3	2	SR 288 to FR 485	
604	Lambing Creek	6.5	2	FR 71 - dead end	
609	Bear Head Spring (Malicious Gap)	6.3	2	FR 71 to FR 416	
644	Redmond Flat	3.7	2	FR 223 to End	
645	Yankee Joe Loop	8.3	2	FR 303 to FR 303	
647	Game Loop	0.5	2	SR 188 - MP .5	To FS water System
648	Lone Pine Saddle	1.3	2	FR 143 - TH	
778	Naeglin Rim Bypass	0.8	2	FR 128 to FR 411	
778	Nagelin Rim Bypas	3.0	2	FR 128 to FR 411	
896	Juniper	4.9	2	FR 423 to FR 71	
1446	76 Ranch	0.2	2	FR 184 - Private Land	76 Ranch
2619	FDR 2619	1.4	2	395 - Private Land	
2990	FDR 2990	0.6	2	FR 200 - Private	
3253	FDR 3253	1.8	2	FR 485 - Private Land	Buzzard Roost Camp

Road Number April 2009	Road Name	Gila Cnty. Maint. Miles	Gila Cnty. Maint. Level	Gila County BMP/EMP Description	Additional Description BMP or EMP or Logical Termini
TIMBER					
202A	FDR 202A	2.0	2	Fr 202 to Private Land	Q Ranch
LEVEL 2 TOTAL		164.5			
29	Roberts Mesa Road	6.8	3	FR 64 - Tonto Cr. Road	
32	Washington Park	3.9	3	FR 64 - Private Land	
34	Valentine Canyon	2.2	3	FR 33 - FR 188	
71	Greenback Crossing	12.9	3	SR 188 - Private Land	Conway Ranch
100	Nail Ranch	1.4	3	FDR 202 - Private Land	North to Nail Ranch
100	Nail Ranch	1.4	3	Fr 202 to Private Land	Nail Ranch from south
109	Reservation	4.3	3	FR 512 - FR 188	
130	Little Walnut	4.2	3	FR 129 to FR 484	
143	El Oso	9.3	3	SR 188 - FR 648	
184	Rye Creek	7.6	3	SR 188 - FR 417	
188	OW ranch	5.3	3	FR 512 to Private Land	OW Ranch
190	A Cross Admin	0.8	3	FR 60 - Admin Site	
200	Chamberlin Trail	8.8	3	SR 288 - Haigler Ck Camp Ground	Cattle Guard just past Camp Ground
202	Rock House	6.0	3	FH 12 to FR 202A	
202	Rock House	6.0	3	Fr 512 to FR 202A	
208	Bishop Knoll	1.7	3	SR 87 - Shooting Range	
405	Bear Flat	4.4	3	SR 260 - private	Bottom level 2?
411	Nagelin Canyon	3.7	3	FR 512 to FR187	
414	Rye Cypress	0.5	3	SR 87 - Private Land	
419	Barnhardt TrailHead	5.2	3	SR 87 - TH	
423	Cline Bouquet	6.7	3	SR 60 - FR 71	
458	Geronimo Estates	0.6	3	FR 64 to Private Land	Geronimo Estates
470	Bar X	1.0	3	SR 188 - FR 423	
526	Cholla Bay	0.3	3	SR 188 - Lake	
1190	Verde Glen	1.4	3	FR 64 - Private Land	
405A	Little Green Valley	2.7	3	SR 260 - FR 405	
445A	Three Bar Cabin	0.7	3	FR 445 - End	
LEVEL 3 TOTAL		109.8			
33	Mule Springs	6.0	4	FR 512 - Canyon Ck LWC	
60	A-Cross	2.1	4	SR 188 - EOP	Indian Pt CG Entrance

Road Number April 2009	Road Name	Gila Cnty. Maint. Miles	Gila Cnty. Maint. Level	Gila County BMP/EMP Description	Additional Description BMP or EMP or Logical Termini
TIMBER					
64	Control RD	12.6	4	SR 87 to FR 430	
272	Flowing Springs	1.6	4	SR 87 - FR 1579	
512	Young Highway	15.2	4	FDR 202 to Forest Boundary	North direction
LEVEL 4 TOTAL		37.5			
465	River	1.8	5	SR 288 to End of Pavement	
661	Indian Point	2.0	5	FR 60 - Campground	
874	Cholla Entry Road to Shower 3	0.7	5	SR 188 - Campground	To Shower #3
874A	Cholla Boating	0.5	5	FR 874 - Boat Ramp	
LEVEL 5 TOTAL		5.0			
Total Mileage Timber		316.8			