#### COOPERATIVE ROAD MAINTENANCE AGREEMENT

This agreement entered into the 22nd day of February 1972, by and among the Placer County Water Agency herein referred to as the Agency; American Forest Products Corporation, herein referred to as AFPC; and the United States of America (acting by and through the Acting Regional Forester, Region 5, Forest Service, USDA) hereinafter referred to as the Government, acting under the authority of the Act of October 13, 1964, 16 USC 537.

WHEREAS, within the County of Placer and on the common boundary of the Tahoe National Forest and the Eldorado National Forest a road System TICEIVED = exists which is shown on the attached map marked Exhibit A and made a part hereof; and WHEREAS, the parties hereto have varying maintenance responsibilities and need of two road sections known as Oxbox Road and Interconnecting ENGINEERL Road which are delineated in Exhibit A and are further described as T Mume Oxbow Road, located in Section 34, T.14N., R.11E., and Sections 2 and 3, T.13N., R.11E., beginning at its junction with Mosquito Ridge Road; 40 and extending 2.2 miles to the gate at a point approximately 400 feet; 7 PED south from the Ralston Power House; and Interconnecting Road beginning 36. IS at the end of the Oxbow Road, 400 feet south of the Powerhouse and 4.7 miles to the Old Georgetown Road junction in Section 1, T.13N., R.11E., and WHEREAS, use of the roads described above by Pacific Gas and Electric Company for power system purposes will be considered use by the Agency and E. FILE

WHEREAS, it is needful for the parties to make provision for maintaining and apportioning costs for maintenance of said roads,

WHEREAS, the Interconnecting Road is closed to public use because it is

not deemed safe for general public use, and

NOW THEREFORE, in accordance with such responsibilities and in consideration of the varying benefits to be derived, the parties agree as hereinafter set forth:

#### A. MAINTENANCE

The Government will provide for road maintenance either by contract, force account or by commercial users. For accounting and operation purposes, road maintenance will be categorized either as Base, Commercial Use, or Commercial Use (Overload).

## A. MAINTENANCE (cont.)

### 1. Base Maintenance

Base Maintenance for purposes of this agreement is defined as that work required on a routine basis to maintain and protect the roadway, including slopes, structures, traffic control devices and parking areas, for its utilization by other than commercial haulers. This shall include, but not be limited to, ditch and drainage cleanout, minor surface repair, minor slope restabilization, minor slide removal and traffic control device installation or replacement.

Base Maintenance costs will be established or adjusted annually by the Government as agreed to by AFPC and the Agency and paid proportionately by each party as follows:

> The Agency - 33 1/3% AFPC - 33 1/3% Government - 33 1/3%

For calendar year 1972, the Base Maintenance cost is established at \$3,000.

Each party will, upon request, deposit its proportionate share of this sum with the Forest Supervisor, Tahoe National Forest, Nevada City, California 95959. Requests for base costs will normally be made annually prior to April 1.

#### 2. Commercial Use Maintenance

The charges for maintenance for commercial use of the roads will be determined by the Government, general Administrative traffic of the parties to this Agreement excluded, and will be based on volume of timber hauled or equivalent vehicle weight if not timber. Commercial use will be authorized only by Road Use Permit issued by the Forest Supervisor, Tahoe National Forest, Nevada City, California 95959. Advance maintenance deposits for all commercial use will be made with the Forest Supervisor. Commercial haulers may be authorized by the Government to maintain the road in lieu of making a deposit.

Commercial Use Maintenance charges are established at \$0.09 per MBF/mile for Oxbow Road and \$0.10 per MBF/mile for Interconnecting Road, or \$0.02 per ton (Average GVW) per mile for other than timber. These rates are subject to annual adjustment.

## 3. Commercial Use (Overload) Maintenance

When off-highway (over 72,000 pounds) loads are transported by commercial haulers, the maintenance charge is established at \$0.10 per MBF/mile for the Oxbow Road and \$0.11 per MBF/mile for the Interconnecting Road, or \$0.02 per ton (average GVW) per mile for other than timber. This charge, when applicable, supersedes the Commercial Use charge shown in Section A-2 above and also is subject to annual adjustment.

Road Use Permits and advance maintenance deposits/in-lieu maintenance will be required as outlined in Section A.2, above.

AFPC may be designated by the Government as the road maintainer for the Interconnecting Road. Maintenance performed by AFPC as a result of commercial haul by others will be reimbursable at the established rate per MBF/mile, or equivalent.

Maintenance procedures for winter use shall be the same as for summer except that snow removal will not be included. Any parties desiring to plow snow may do so at the express permission of the Tahoe National Forest and under such conditions as may be specified.

## B. ADDITIONAL CAPITAL EXPENDITURES

In the event additional capital expenditures for these roads are needed, or when destruction or severe damage occurs, the parties herein agree that the cost of doing such work shall be financed as follows:

- 1. Should any timber operator or other heavy hauler, including those operating on either AFPC of Government timber, damage said roads, or any part thereof, over and above damage caused by regular use, said operator or heavy hauler shall be required to:
  - a. Promptly restore said road to the condition it was in before the damages occurred, or
  - b. Deposit in advance funds to cover the actual cost of said restoration with the party who is to perform said restoration work.
- 2. Should capital expenditures be required for damage or other reasons not attributable to a specific use, the cost shall be financed under a mutually acceptable plan supplemental to this agreement. It is the policy of the Government that the Government's financial participation in capital expenditures on the Interconnection Road in this event will be minimal.

# C. OFFICIALS NOT TO BENEFIT

No member of or delegate to Congress or Resident Commissioner shall be admitted to any share or part of this agreement or to any benefit to arise therefrom. Nothing, however, herein contained shall be construed to extend to any incorporated company if the agreement be for the general benefit of such corporation or company.

## D. TERMINATION

This agreement may be terminated at any time with 90 days written notice provided to all parties of this agreement by the termination party, provided, that such termination shall in no way effect the agreement of the parties hereto with respect to any obligations incurred under this agreement until a full settlement has been made.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate originals on the date first hereinabove mentioned.

COOPERATORS

GOVERNMENT:

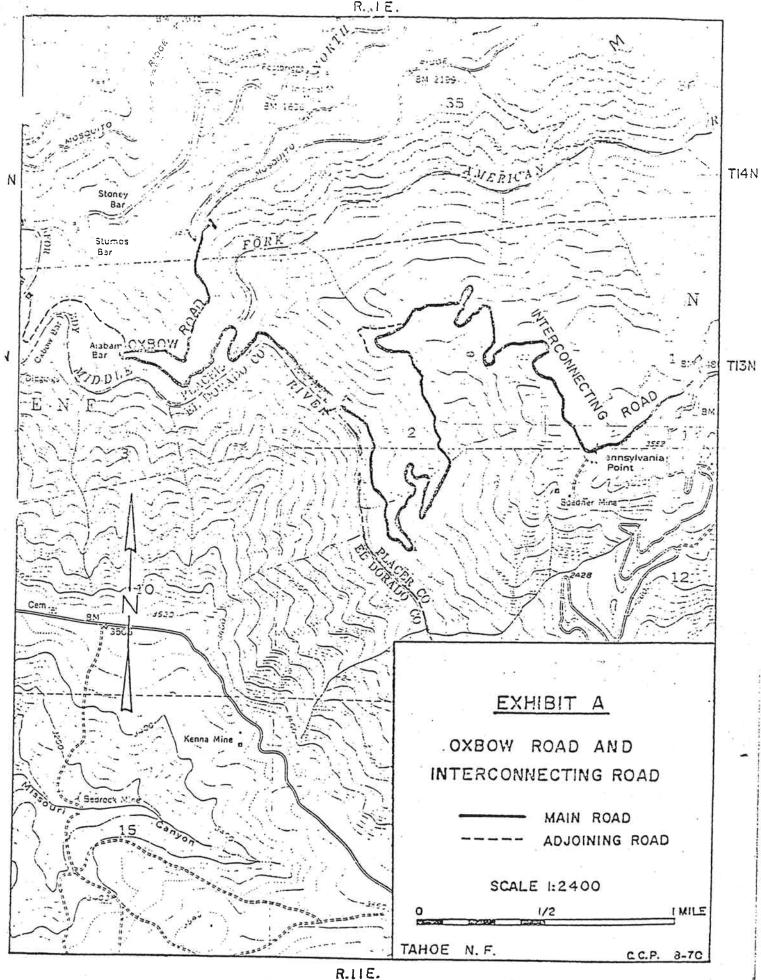
Placer County Water Agency

Chairman Board of Directors

Acting Regional Forester

American Forest Products Corp.

EXEC. VICE PRESIDENT.



RESOLUTION NO. 72-8 OF THE BOARD OF DIRECTORS OF THE PLACER COUNTY WATER AGENCY APPROVING COOPERATIVE ROAD MAINTENANCE AGREEMENT FOR OXBOW AND INTERCONNECTING ROADS

BE IT RESOLVED by the Board of Directors of the Placer County Water Agency that the cooperative road maintenance agreement between the agency, American Forest Products Corporation and the United States of America for maintenance of the Oxbow and Interconnecting Roads presented to this board at its regular meeting on May 13, 1971, is hereby approved and the chairman is authorized to execute said agreement for and on behalf of the agency.

The foregoing resolution was duly passed at a regular meeting of the Board of Directors of Placer County Water Agency held on February 22, 1972, by the following vote on roll call:

AYES DIRECTORS:

Ferreira, Paolini, Briner & Mahan

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NOES DIRECTORS:

None

ABSENT DIRECTORS: \_\_

Thompson

Signed and approved by me after its passage this 22nd day of February, 1972.

CHAILMAN, PLACE

Placer County Water Agenc

ATTEST:

Clerk, Placer County

Water Agency

THE FOXCOOMIG INSTRUMENT IS A CORRECT COMY OF THE CASE A GO, THE INTHIS OFFICE

FEMILIA PHOLET

County Water Agency of California.

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