# AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

**AgendaTitle:**
Cooperative Forest Road Agreement 2013 -2018

**Action Requested:** Board of County Commissioners' Signature

**Parties to the Agreement:** Gunnison County & US Forest Service

**Term Begins:** 5/7/2013 **Term Ends:** 5/7/2018 **Grant Contract #:**

**Summary:**
Cooperative Forest Road Agreement 2013 -2018. Purpose is to set forth general terms & conditions for planning, survey, design, construction, reconstruction, improvement & maintenance of certain Forest Roads in Gunnison County.

**Fiscal Impact:**

**Submitted by:** M. Crosby **Submitter's Email Address:** mcrosby@gunnisoncounty.org

**Finance Review:** (●) Required ( ) Not Required

Comments:

Public Works performs a (Highway Users Tax Fund) HUTF analysis annually. As HUTF revenues continue to remain flat, it is important to determine when the cost of maintaining the forest roads exceeds the revenues gained for lane mile. According to Marlene Crosby, some roads lose money and other roads such as Black Mesa make money. The roads that either damage equipment or do not meet our requirements are, in turn, dropped.

Reviewed by: Bcowan Discharge Date: 5/3/2013

**County Attorney Review:** (●) Required ( ) Not Required

Comments:

Reviewed by: Bwiseman Discharge Date: 5/2/2013 Certificate of Insurance Required Yes ( ) No (●)

**County Manager Review:**

Comments:

Reviewed by: MBirnie Discharge Date: 5/3/2013

( ) Consent Agenda (●) Regular Agenda ( ) Worksession Time Allotted: 5 minutes

Agenda Date: 5/7/2013 Follow Up Agenda Date: N/A

*Revised April 2013*

# Agenda Item Submittal

| | |
|---|---|
| **Date of Request** | May 2, 2013 |
| **Completion Deadline** | (This is the LAST possible date that you need the package back to your office.)<br>May 7, 2013 |
| **Desired Agenda Date** | May 7, 2013 |
| **Amount of Time Requested** | 5<br>Minutes |
| **Is this Confidential?** | (Select Yes if it should be kept out of public packet. Leave blank if No.) |
| **Action Requested*** | Please select one or select "Other" and enter in field below.<br>Board<br>of<br>County<br>Commissioners'<br>Signature |
| **Parties to the Agreement** | Gunnison County & US Forest Service |
| **Term Begins** | 5/7/2013 |
| **Term Ends** | May 7, 2018 |
| **Grant Contract Number** | |
| **Agenda Item*** | (50 Character Limit)<br>Cooperative Forest Road Agreement |
| **Agenda Title** | This is the legal description<br>Cooperative Forest Road Agreement 2013 -2018 |
| **Summary*** | Cooperative Forest Road Agreement 2013 -2018. Purpose is to set forth general terms & conditions for planning, survey, design, construction, reconstruction, improvement & maintenance of certain Forest Roads in Gunnison County. |
| **Fiscal Impact*** | We collect HUTF for all of the Forest road miles. It will be a negative impact on our budget. |
| **Submitted By*** | M. Crosby |
| **Submitter's email address*** | mcrosby@gunnisoncounty.org |
| **Upload any supporting Documents** | Please upload any necessary supporting documents. |

OK DB 5/2/13
no mow. req'd

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## AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

**Gunnison County Legal Instrument #** _____

**Date of Request:** 4/30/2013 **Contractual Deadline:** **Received in Administration:**

**Desired Agenda Date:** 5/7/2013 **Amount of Discussion Time Desired:** Asst County Manager Reports

**Action Requested:** Approve Cooperative Forest Road Agreement

**Parties to the Agreement:** USDA, Forest Service GMUG and Gunnison County

**Term Begins:** 5/7/2013 **Term Ends:** 5/7/2018 **Grant Contract #:**

**Summary:** As John Murphy mentioned last week when he met with the Board we have been working on a new Cooperative Forest Road Agreement for several months. The document has been approved by both agencies and is ready for Board signature. A list of Schedule A roads for each Ranger District is attached for BOCC Chairperson Signature. The Schedule A list for the Ouray District in this attachment is incomplete and being changed. If the changes are not ready by 5/07, I recommend signing the Cooperative Agreement and the Schedule A documents for the Gunnison and Paonia Districts and authorizing Paula to sign the Ouray District Document when it is finalized. Separate Schedule A agreements for each road are being prepared to update agreements which are 20 years old.

**Recommendation:** Sign the attached documents which allow continued cooperation with the Forest Service.

**Fiscal Impact:** We collect HUTF for all of the Forest road miles so it would be a negative impact on our budget.

**Submitted by:** Marlene D. Crosby **Return To:** Marlene Crosby

**Finance Department Review:** (X) Required ( ) Not Required

Comments: _____

Signature _____ Discharge Date _____

**County Attorney Review:** (X) Required ( ) Not Required

Comments: _____

Certificate of Insurance Required

Yes ____ No ____ Initials ____

Signature _____ Discharge Date _____

**Returned to Administration:** **Original Returned:**

**County Manager Approval:**

Signature _____ Date _____

( ) Consent Agenda ( ) Regular Agenda Time Allotted: _____

*Revised July 2010*

FS Agreement No. 13-RO-11020400-026
Cooperator Agreement No. _____

# COOPERATIVE FOREST ROAD AGREEMENT
## Between The
## GUNNISON COUNTY, COLORADO
## And The
## USDA, FOREST SERVICE
## GRAND MESA, UNCOMPAHGRE AND GUNNISON NATIONAL FOREST

PARTIES TO AGREEMENT: This agreement, made and entered into this the day of , 2013, by and between the Gunnison County, hereinafter referred to as "County," and the USDA, Forest Service Forest Service, hereinafter referred to as the "U.S. Forest Service."

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 Roads in Gunnison County, State of Colorado, 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 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 roads and roads on the State or local road system over which that the County has/have jurisdiction, and further that such roads carry substantial volumes of public service traffic as well as National Forest traffic, and further that that the County has/have 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 agreement 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 that the County or the U.S. Forest Service which serve the National Forest and also carry traffic which is properly the responsibility of that the County 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 that the County and U.S. 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 that the County or U.S. 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 that the County on an advance basis for work to be performed by the U.S. Forest Service, they shall be deposited in the Treasury of the United States to the credit of cooperative work, U.S. Forest Service. Any unused balance of cooperative funds for the purposes outlined in the project agreement shall be returned to that the County after completion of the work performed or upon agreement of the U.S. Forest Service. If the cooperative funds are made available on a reimbursement basis as the work progresses or upon its completion, the U.S. Forest Service shall submit to that the County 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 that the County to the project unless changed by a modification of the project agreement.

    If funds are provided by the U.S. Forest Service for work to be performed by that the County the arrangements shall be set forth in the project agreement. Payments to that the County 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 U.S. Forest Service from using or authorizing the use of roads for which Federal funds were expended. The County must be in a position to assure the U.S. 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 U.S. 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 that the County 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 County and U.S. 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 Grand Mesa, Uncompahgre and Gunnison National Forest for the U.S. Forest Service, and Gunnison County for that the County shall be responsible for making the arrangements for formal meetings and continuing consultation.

7. TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All cooperators, their employees, volunteers, and contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.

8. 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.

9. MISCELLANEOUS.

   a. The United States shall not be liable to the recipient for any costs, damages, claims, liabilities, and judgments that arise in connection with the performance of work under this award, including damage to any property owned by the recipient or any third party.

   b. Nothing herein contained shall be construed to obligate the U.S. Forest Service or that the County 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.

10. PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this agreement.

**Principal Cooperator Contacts:**

| Cooperator Program Contact | Cooperator Administrative Contact |
|---|---|
| Name: Allen Moores<br>Address: 195 Basin Park Drive<br>City, State, Zip: Gunnison, CO 81230<br>Telephone: 970-642-7382<br>FAX: 970-641-8120<br>Email: AMoores@GunnisonCounty.org | Name: Marlene Crosby<br>Address: 195 Basin Park Drive<br>City, State, Zip: Gunnison, CO 81230<br>Telephone: 970-642-7382<br>FAX: 970-641-8120<br>Email: MCrosby@GunnisonCounty.org |

**Principal U.S. Forest Service Contacts:**

| U.S. Forest Service Program Manager Contact | U.S. Forest Service Administrative Contact |
|---|---|
| Name: Janice Chapman<br>Address: 216 North Colorado Street<br>City, State, Zip: Gunnison, CO 81230<br>Telephone: 970-641-0471<br>FAX: 970-642-4425<br>Email: jlchapman@fs.fed.us | Name: Merna Fehlmann<br>Address: 2250 Highway 50<br>City, State, Zip: Delta, CO 81416<br>Telephone: 970-874-6600<br>FAX: 970-874-6698<br>Email: mfehlmann@fs.fed.us |

11. COMMENCEMENT/EXPIRATION DATE. This agreement is executed as of the date of last signature and is effective through five years at which time it will expire unless extended.

12. AUTHORIZED REPRESENTATIVES. By signature below, the parties certify that the individuals listed in this document as representatives of each party 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.

SCOTT G. ARMENTROUT, Date
FOREST SUPERVISOR
U.S. Forest Service, Grand Mesa, Uncompahgre and
Gunnison National Forest

PAULA SWENSON, Date
COUNTY COMMISSIONER
CHAIRPERSON OF THE BOARD
Gunnison County, Colorado

JOHNATHAN HOUCK, Date
COUNTY COMMISSIONER
Gunnison County, Colorado

PHIL CHAMBERLAND, Date
COUNTY COMMISSIONER
Gunnison County, Colorado

The authority and format of this agreement have been reviewed and approved for signature.

Merna Fehlmann Date
U.S. Forest Service Grants Management Specialist

Burden 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 0596-0217. The time required to complete this information collection is estimated to average 4 hours 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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# SCHEDULE A

GRAND MESA, UNCOMPAHGRE AND GUNNISON National Forest, Gunnison RD

GUNNISON County, State of Colorado

USFS Agreement Number: 13-RO-11020400-026

SCOTT G. ARMENTROUT, Forest Supervisor Date

PAULA SWENSON, BOCC Chairperson Date

| USFS Agreement Number: 13-RO-11020400-026 | | | | | COUNTY ROW: County has jurisdiction for law enforcement and authority to control and regulate use. | | | USFS ROW: USFS has jurisdiction to control and regulate use. Both County and USFS have law enforcement jurisdiction. | | ROAD RESTRICTIONS: Restrictions to traffic, including class of vehicle, weight, width, seasonal use restrictions, etc. | ROAD MAINTENANCE & SIGNING: Insert Operating Maint. Level for all NFSR | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| ROAD NAME | ROAD NUMBER NFSR | ROAD NUMBER COUNTY | TERMINI | LENGTH | OWN | EASEMENT | CLAIMED (Jud. Dec. required) | OWN (USFS Land) | EASEMENT | Seasonal Restrictions (Seas) | ALL COUNTY | ALL USFS |
| Alpine | 7868 | 868 | Jct w/US Hwy 149 to Jct w/ NFST 723 | 11.70 | Unknown (UKN) | | | X | X | Yes - Seas | 3 | 3 |
| Alpine Plateau | 7867 | 867 | Jct w/US Hwy 50 to Jct w/ NFSR 7868 | 21.50 | | | | X | X | Yes - Seas | 3 | 3 |
| Alpine Tunnel | 7832 | 832 | NFSR 765 tp Alpine Tunnel Trailhead | 10.20 | | | | X | | | 2 | 2 |
| Beaver Ponds Trailhead | 7730.1D | 730 | NFSR 730 to trailhead and parking | 0.10 | | | | X | | | 3 | 3 |
| Big Blue Campground | 7868.1E | 868.1E | NFSR 7868 thru Campground | 0.30 | | | | X | | | 2 | 2 |
| Boat Dock | 7742.2I | 742.2I | Jct w/CR 742 to Boat Dock | 0.30 | | | | X | | | 3 | 3 |
| Brush Creek | 7738 | 738 | Jct. w/ CR 738 to Tent City | 0.50 | | | | X | | Yes - Seas | 2 | 2 |
| Brush Creek Trailhead | 7738.1A | 738.1A | CR 738 to trailhead and parking | 0.10 | | | | X | | | 3 | 3 |
| Carbon Creek | 7737 | 737 | NF Bdy to Private | 1.20 | | | | X | | | 3 | 3 |
| Cement Creek (LV 3 and 4)) | 7740 | 740 | FBDY @ MP 1.7 to MP 7.2 above Pvt. | 5.50 | UNK | | | X | X | Yes - Seas | 3, 4 | 3, 4 |
| Cement Creek (LV 2) | 7740 | 740 | MP 7.2 LV3 to Jct. w/ NFSR 759 MP 9.2 | 2.00 | | | | X | | Yes - Seas | 2 | 2 |
| Cement Creek Campground | 7740.2E | 740.2E | NFSR 7740 thru Campground | 0.20 | | | | X | | | 3 | 3 |
| Cranor Gravel Pit | 7901 | 901 | Jct w/ CR 742 to Murdie Gravel Pit | 0.70 | | | | X | | | 3 | 3 |
| Cumberland Pass | 7765 | 765 | Jct w/ CR 742 to Jct w/CR76 | 28.00 | UNK | | | X | X | Yes - Bridge<br>Yes - Seas | 3, 4 | 3, 4 |
| Depler Park | 7769 | 769 | Cr 887 to top of the Ridge | 8.00 | | | | X | X | | 2 | 2 |
| Gold Creek | 7771 | 771 | CR 771 to Jct w/ Gold Creek Campground | 1.40 | | | | X | | | 3 | 3 |
| Gold Creek Campground | 7771.2D | 771.2D | NFSR 7771 thru Campground | 0.20 | | | | X | | | 3 | 3 |

# Schedule A

| | | | | | COUNTY ROW | | | USFS ROW | | ROAD RESTRICTIONS | ROAD MAINTENANCE & SIGNING | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| USFS Agreement Number: | 13-RO-11020400-026 | | | | County has jurisdiction for law enforcement and authority to control and regulate use. | | | USFS has jurisdiction to control and regulate use. Both County and USFS have law enforcement jurisdiction. | | Restrictions to traffic, including class of vehicle, weight, width, seasonal use restrictions, etc. | Insert Operating Maint. Level for all NFSR | |
| ROAD NAME | ROAD NUMBER NFSR | ROAD NUMBER COUNTY | TERMINI | LENGTH | OWN | EASEMENT | CLAIMED (Jud. Dec. required) | OWN (USFS Land) | EASEMENT | Seasonal Restrictions (Seas) | ALL COUNTY | ALL USFS |
| Halls Gulch | 7766 | 766 | NFSR 7765 to ford crossing of Halls Gulch | 2.20 | UNK | | | X | | | 2 | 2 |
| Italian Creek | 7759 | 759 | 7742 to mp 3.2 and 7740 to Reno Divide | 6.90 | | | | X | X | Yes - Bridge | 2 | 2 |
| Lake Irwin | 7826 | 826 | CR 826.A to CG and Jct w/ 7826.1D | 2.60 | | | | X | | | 3 | 3 |
| Lake Irwin Campground | 7826.1A | 826.1A | NFSR 7826 thru Campground | 0.50 | | | | X | | | 3 | 3 |
| Lost Canyon | 7743 | 743 | CR 743 at NF Bdy to Highlands Subdivision | 5.50 | UNK | | | X | | | 3 | 3 |
| Middle Quart Creek | 7767 | 767 | NFSR 7765 to Middle Quartz Campground | 4.70 | | | | X | | | 2 | 2 |
| Middle Willow - Cemetary | 7953 | 953 | NFSR 7765 to Tincup Cemetary | 0.40 | UNK | | | X | | | 3 | 3 |
| Mill Creek | 7727 | 727 | NF Bdy @ mp 3.4 to dead end @ 4.6 | 1.20 | | | | X | | Yes - Seas | 2 | 2 |
| Mirror Lake | 7267 | 267 | NF Bdy @ Tincup to Mirror Lake | 3.20 | | | | X | | | 3 | 3 |
| Ohio Creek | 7730 | 730 | FBDY to Jct w/CR 12 (Kebler Pass Rd) | 5.12 | | | | X | | Yes - Seas | 3 | 3 |
| Old Monarch Pass | 7237 | 237 | Jct. w/CO RD 888 to Forest Boundary | 9.53 | UNK | | | X | | | 3 | 3 |
| Pieplant | 7742.3D | 742.3D | NFSR 7742 to Gate | 0.50 | | | | X | | | 2 | 2 |
| Pitkin CG | 7765.3E | 765.3E | NFSR 7765 thru Campground | 0.60 | | | | X | | Yes - Bridge<br>Yes - Seas | 3 | 3 |
| Rainbow Lake | 7724 | 724 | US Hwy 50 to NFST 449 | 14.00 | | | | X | X | Yes - Seas | 3 | 3 |
| Rainbow Lake Campground | 7724.2A | 724.2A | NFSR 7724 thru dispersed CG | 0.30 | | | | X | | | 3 | 3 |
| Red Creek (Lv 3) | 7723 | 723 | US Hwy 50 to NFSR 7723 Lv 2 segment | 12.60 | | | | X | X | Yes - Seas | 3 | 3 |
| Red Creek (Lv 2) | 7723 | 723 | NFSR 7723 Lv 3 segment to Dead End | 4.20 | | | | X | | Yes - Seas | 2 | 2 |
| Red Mountain Creek | 7742.3H | 742.3H | NFSR 7742 to Jct. w/ NFST 414 | 1.60 | | | | X | | | 3 | 3 |
| Rocky Brook | 7748 | 748 | NFSR 7744 to Jct. w/ NFSR 7742 | 10.70 | | | | X | | | 3 | 3 |
| Schofield Pass | 7317 | 317 | CR 317 @ NF Bdy North of Gothic to WR Nfbdy @ Schofield Pass | 5.40 | | | | X | | Yes - Seas | 3 | 3 |
| Slate River | 7734 | 734 | CR 734 N Pitsburg Bdy to NFSR 811 Jct. | 1.40 | UNK | | | X | | Yes - Bridge | 3 | 3 |
| Snowblind Campground | 7888.1A | 888.1A | NFSR 7888 thru Campground | 0.50 | | | | X | | Yes - Seas | 3 | 3 |

# Schedule A

| USFS Agreement Number: 13-RO-11020400-026 | | | | | COUNTY ROW<br>County has jurisdiction for law enforcement and authority to control and regulate use. | | | USFS ROW<br>USFS has jurisdiction to control and regulate use. Both County and USFS have law enforcement jurisdiction. | | ROAD RESTRICTIONS<br>Restrictions to traffic, including class of vehicle, weight, width, seasonal use restrictions, etc. | ROAD MAINTENANCE & SIGNING<br>Insert Operating Maint. Level for all NFSR | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| ROAD NAME | ROAD NUMBER NFSR | ROAD NUMBER COUNTY | TERMINI | LENGTH | OWN | EASEMENT | CLAIMED (Jud. Dec. required) | OWN (USFS Land) | EASEMENT | Seasonal Restrictions (Seas) | ALL COUNTY | ALL USFS |
| Soap Creek (Lv 3) | 7721 | 721 | CR 721 @ NF Bdy to Jct. w/ Soap Cr. CG NFSR 7721.2C | 2.20 | | | | X | | Yes - Seas | 3 | 3 |
| Soap Creek Campground | 7721.2C | 7721.2C | NFSR 7721 thru Campground | 1.20 | | | | X | | | 3 | 3 |
| Spring Creek (Lv 3) | 7744 | 744 | CR 744 @ BF Bdy to Jct. w/ NFSR 7880 | 12.50 | UNK | | | X | | | 3 | 3 |
| Spring Creek (Lv 2) | 7744 | 744 | NFSR 7744 Lv 3 segment @ Jct w/ NFSR 7880 to Jct w/ NFSR 7758.1E | 6.20 | | | | X | | | 2 | 2 |
| Summerville Trailhead | 7700 | 700 | CR 742 to Dead End and Parking Area | 0.10 | | | | X | X | | 3 | 3 |
| Swampy Pass Trailhead | 7730 | 730 | Jct w/ NFSR 7730 to Trailhead and Parking area | 0.10 | | | | X | | | 3 | 3 |
| Taylor River (Lv 3-4) | 7742 | 742 | Jct w/CR 209 to Jct w/ 7742.3N & Lv 2 segment | 15.90 | UNK | | | X | | | 3, 4 | 3, 4 |
| Taylor River (Lv 2) | 7742 | 742 | Jct w/ NFSR 7742.3N Dorchester CG to Dead End | 6.20 | | | | X | | | 2 | 2 |
| Tomichi Creek | 7888 | 888 | NF Bdy near Snowblind CG to Whitepine | 1.95 | UNK | | | X | | | 3 | 3 |
| Union Park | 7752 | 752 | Jct w/ CR 55 to Cow Camp | 5.00 | | | | X | | | 3 | 3 |
| Washington Gulch | 7811 | 811 | NF Bdy to Lv 2 segment | 2.30 | UNK | | | X | | | 3 | 3 |
| Washington Gulch | 7811 | 811 | NFSR 7811 Lv 3 segment to Jct. w/ NFSR 7734 | 3.30 | UNK | | | X | | | 2 | 2 |
| Waunita Pass | 7763 | 763 | Jct w/ CR 887 to NF Bdy | 9.30 | UNK | | | X | X | | 3 | 3 |
| Waunita - Black Sage | 7887 | 887 | NF Bdy to NF Bdy | 4.20 | | | | X | | | 3 | 3 |
| | | | | | | | | | | | | |
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# SCHEDULE A

Gunnison National Forest, Paonia RD

Gunnison County, State of Colorado

**USFS Agreement Number:** 13-RO-11020400-026

SCOTT G. ARMENTROUT, Forest Supervisor Date

PAULA SWENSON, BOCC Chairperson Date

| USFS Agreement Number: 13-RO-11020400-026 | | | | | COUNTY ROW | | | USFS ROW | | ROAD RESTRICTIONS | ROAD MAINTENANCE & SIGNING | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | County has jurisdiction for law enforcement and authority to control and regulate use. | | | USFS has jurisdiction to control and regulate use. Both County and USFS have law enforcement jurisdiction. | | Restrictions to traffic, including class of vehicle, weight, width, seasonal use restrictions, etc. | Insert Operating Maint. Level for all NFSR | |
| ROAD NAME | ROAD NUMBER NFSR | ROAD NUMBER COUNTY | TERMINI | LENGTH | OWN | EASEMENT | CLAIMED (Jud. Dec. required) | OWN (USFS Land) | EASEMENT | | ALL COUNTY | ALL USFS |
| Buzzard Divide | 265 | | Jct. w/SH 133 to Gunnison/Delta C/L | 9.68 | | | | X | | yes | | 4 |
| Lost Lake Road | 706 | | Kebler Pass Road to Lost Lake | 3.70 | | | | X | | yes | | 3 |
| Minnesota Creek | 710 | | C/L to NFST 8870.0 | 6.34 | | | | X | | Yes | | 2 |
| Needle Rock | 712 | | Delta/Gunnison C/L to NFSR 814 | 1.72 | | | | X | | Yes | | 3 |
| Crystal Creek | 713 | | FS Bndry to end of Level 3 (MP 4.70 to MP 15.59) | 10.89 | | | | X | X | yes | | 3 |
| Myers Gulch | 715 | | Jct. w/NFSR 716 to Jct. w/ NFSR 717 | 4.50 | | | | X | | yes | | 2 |
| Old Mesa | 716 | | C/L to Jct w/SH 92 | 7.84 | | | | X | | yes | | 2 |
| Mesa Creek | 717 | | Jct w/NFSR 716.0 to Jct w/NFSR 713.0 | 9.65 | | | | X | | yes | | 3 |
| Curecanti Creek | 720 | | FS BDY to ½ mile below beaver ponds | 3.00 | | | | X | | yes | | 3 |
| Aspen | 849 | | NFSR 265.0 to SH 133 | 13.35 | | | | X | | yes | | 2 |
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# SCHEDULE A

GRAND MESA, UNCOMPAHGRE AND GUNNISON National Forest, Ouray RD

GUNNISON County, State of Colorado

USFS Agreement Number: 13-RO-11020100-026

SCOTT G. ARMENTROUT, Forest Supervisor Date

PAULA SWENSON, BOCC CHAIRPERSON Date

| | | | | | COUNTY ROW | | | USFS ROW | | ROAD RESTRICTIONS | ROAD MAINTENANCE & SIGNING | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| USFS Agreement Number: 13-RO-11020100-026 | | | | | County has jurisdiction for law enforcement and authority to control and regulate use. | | | USFS has jurisdiction to control and regulate use. Both County and USFS have law enforcement jurisdiction. | | Restrictions to traffic, including class of vehicle, weight, width, seasonal use restrictions, etc. | Insert Operating Maint. Level for all NFSR | |
| ROAD NAME | ROAD NUMBER NFSR | ROAD NUMBER COUNTY | TERMINI | LENGTH | OWN | EASEMENT | CLAIMED (Jud. Dec. required) | OWN (USFS Land) | EASEMENT | Seasonal Restrictions (Seas) | ALL COUNTY | ALL USFS |
| Little Cimmaron | 864 | 864 | County Line to FS ROW(R6W,T47N,Sec 2 | 7.00 | 7 | | | | | | 3 | 3 |
| Little Cimmaron | 864 | 864 | FS ROW (R6W,T47N,Sec 25) to Dead End | 15.10 | | | | 15.1 | | | 3 | 3 |