

Road Maintenance Agreement Summary

Cedar City District

BLM/Kane County

Date: October 12, 1972

Amended: July 11, 1977, and January 4, 1988? (not signed by DM)

Authority: § 2 Taylor Grazing Act

Mention RS 2477? No

Expiration Date: No

Expiration Provisions: Mutual agreement

Provisions of MOU

- Generally, BLM is responsible for roads needed for administration and management of public lands. The county is responsible for roads which serve principally general public access purposes.
- Map and table depicting roads to be maintained, and by whom attached to agreement.
- When fencing across county roads, BLM will furnish cattleguards and wings. County will install at mutually agreed price (\$250) to be paid by BLM. County assumes maintenance. Replacement of cattleguard under normal wear and tear will be done the same way. Size of cattleguard determined by mutual agreement.
- Maintenance and construction will be planned by both parties to be most efficient. When assistance from the county is requested by BLM for maintenance, work will be reimbursed at \$112 per mile.
- County will notify BLM prior to constructing new roads or changing alignment, or using new material sites.
- R/W width on county roads established at 66' for two-lane road.
- All work contingent upon funding.

Provisions changed by MOU of January 4, 1988 which was not signed by DM. I don't know if these provisions are in effect or not.

- o Cattleguards - BLM will reimburse county \$400 for 24' guard when materials furnished by BLM. BLM will provide wooden bases. Materials to be picked up by county. Third parties must get permission from county to install cattleguard. Cooperative agreement will be signed by county and BLM for cattleguard installation prior to installation. BLM will inspect cattleguards each year and a decision made jointly as to replacement. BLM will attempt to replace 1-2 guards a year.
- o Maintenance reimbursement - Request for assistance by either party will be reimbursed at the rate of \$40/hour.
- o New road construction - County will acquire R/W under FLPMA.

MEMORANDUM OF UNDERSTANDING

To Clarify Road Construction & Maintenance Responsibilities in

Kane County

between

THE BUREAU OF LAND MANAGEMENT

and the

KANE COUNTY COMMISSION

This Memorandum of Understanding entered into this Twelfth day of October, 1972, by and between the Bureau of Land Management Kanab and Cedar City Districts, hereinafter referred to as the Bureau, and the Kane County Commission, State of Utah, hereinafter referred to as the County Witnesseth:

WHEREAS, The Bureau is responsible for the orderly administration and management of the public land areas and natural resources thereon in Kane County, Kanab and Cedar City Districts of the Bureau of Land Management, including construction and maintenance of an adequate road system to effectively meet such responsibilities, and

WHEREAS, The County is similarly responsible for the construction and maintenance of various county roads across public lands in Kane County for public service purposes, and

WHEREAS, it is mutually recognized that the existing and proposed system of public land roads which serve primarily to accommodate traffic associated with the management and use of the public land resources should be constructed, reconstructed, and/or maintained to a standard which will provide safe and convenient road transportation systems for such purposes, as well as the requirements for intermingled State and Private lands.

WHEREAS, there is a need to clearly define the Bureau's and County's respective areas of responsibility in this regard to assure proper coordination of efforts in this joint program and to assure continued maintenance, and

WHEREAS, The Bureau is authorized by Section 2 of the Taylor Grazing Act of June 28, 1934 (48 Stat. 1269, 43 USC 315, 315a - 315r) as amended and supplemented, to enter into cooperative agreements as needed to carry out the purposes of this Act, and the County is similarly authorized under the Utah Code Ann., 1953, Sections 17-5-38 and 17-5-42.

IT IS THEREFORE MUTUALLY AGREED AND UNDERSTOOD THAT,

1. The Bureau will be primarily responsible for the maintenance of roads constructed or acquired by the Bureau which are needed and used primarily for the administration and management of the public lands in Kane County.

2. Kane County will be primarily responsible for the maintenance of roads constructed or acquired by the County and which serve principally general public access purposes, and which are not considered as falling in category 1, above.

3. Specifically, based on present developments, the respective responsibilities under this Memorandum of Understanding set forth in Paragraph 1 and 2 above, and in detail on the attached map, identified as Attachment A, and the narrative description of road segments are identified as Attachment B. These attachments are part and parcel of this agreement and may be added or deleted from as mutually agreed to by both parties.

4. Periodically the Bureau, in its Resource Management Program, requires fencing which will cross County roads. At these points cattleguards will be necessary. The Bureau will furnish cattleguard grills and wing end sections to standards equal to or greater than the minimum standards required and used by the County. The County will install these guards at the request of the Bureau for a mutually agreed unit price to be paid to the County by the Bureau. The County will assume the responsibilities of maintenance upon the completion of installation.

It is understood and agreed that when, because of use and normal wear, the cattleguards so constructed become unusable or the cost of repair and maintenance becomes economically impractical, the Bureau will again negotiate with the County for the construction of new facility on the same basis as above provided. The determination that the cost of repair and/or use of worn out cattleguards constructed as herein provided, shall be at the sole discretion of Kane County.

5. The County and the Bureau will jointly plan construction and maintenance of the roads in such a manner that the interests of both parties may be served.

6. The County will notify the Bureau of its intention to construct new roads or relocate existing roads and the location and use of road material sites on public lands.

IT IS FURTHER AGREED AND UNDERSTOOD THAT,

1. No member of, or delegate to, Congress, Resident Commissioner, shall be admitted to any share or part of the agreement, or to any benefit to arise therefrom, but this provision shall not be considered

to extend to this instrument if made with a corporation of its general benefit.

2. The liability of the Bureau and the County to perform work under this agreement is contingent upon the necessary appropriations and reservations of funds being made therefore.

3. This agreement shall take effect when signed by the authorized representatives of Kane County and the Bureau of Land Management. It supersedes any previous agreements. It shall continue in force and effect until terminated by mutual agreement.

WHEREAS, The Bureau is responsible for compliance with provisions of the National Environmental Policy Act of 1969;

The Bureau will perform an environmental analysis to provide the County with as much information as possible regarding the potential environmental impact of the intended construction, relocation and material sites to aid the County in its effort to reduce the environmental impact of the road project.

IN WITNESS WHEREOF, the parties hereto have subscribed their names as of the first above written date.

KANE COUNTY COMMISSION

BUREAU OF LAND MANAGEMENT

H. Bernell Lewis 10/26/72
Chairman, H. Bernell Lewis Date

M. S. Jensen 10/26/72
District Manager, Morgan S. Jensen Date

Hal E. Isaacson 11/16/72
Commissioner Date

Robert D. Nielson 11/16/72
State Director, Robert D. Nielson Date

District Manager, Hal E. Isaacson

Date

783.5 - ROAD MAINTENANCE AGREEMENTS WITH COUNTIES

Attachments "B" - Memorandum of Understanding Between the Bureau of Land Management & Kane County 025

Road No.	Name	Design Class	Mileage	Maintenance Responsibility	Termination Points
0046-100	<i>SL 12</i> Petrified Hollow Road	SL 12	3	BLM	To Highway 89
0046-2A0	<i>Stone P. Wash</i> Johnson Road	SL 12	8	BLM	To Calvin Johnson Allotment
0046-2B0	<i>Clay M. Co.</i> Johnson Road	SL 12	3	BLM	To Buckskin Wash
0046-200	Telegraph Road	SL 12	4	BLM	Calvin Johnson Allotment Road
0046-200	Johnson Road	SL 10	3	BLM	Cedar Ridge
0047-000	Water Canyon Road	SL 10	3	County	Old Fort
0048-0A0	Meadow Creek Road	SL 10	2	BLM	Zion-Mt. Carmel Oil Road
0048-000	Meadow Creek Road	SL 10	3	BLM	Zion-Mt. Carmel Oil Road
0049-000	Coyote Road	SL 14	9	BLM	Cottonwood Canyon Road
0052-0A0	Rock Spring Road	SL 14	3	County	Cottonwood Road
0052-0B0	Rock Spring Road	SL 12	3	County	Cottonwood Road
0052-000	Rock Spring Road	SL 10	1	County	Cottonwood Road
0055-000	Mill Creek Road	SL 14	10	County	Skutumpah Road
0062-000	Blue Pool Road	SL 10	5	BLM	Highway 89 East of Glen Canyon Cit
0063-000	Cottonwood Wash Road	SL 16	37	County	Garfield Co. line
0064-000	State Line Road	SL 12	9	County	Cockscomb to Arizona State line
0065-0A0	<i>Pen. Lakes</i> Sand Dunes Road	SL 12	9	County	Highway 89 - Three Lakes
0065-000	Sand Dunes Road	SL 12	9	County	Highway 89 - top of Sand

1783.3 - ROAD MAINTENANCE AGREEMENTS WITH COUNTIES

Attachment "B" - Memorandum of Understanding Between the Bureau of Land Management & Kane County 025

Road No.	Name	Design Class	Mileage	Maintenance Responsibility	Termination Points
0066-000	Orderville Canyon	SL 14	10	County	N. Fork Virgin River - Hwy. 15 Buck Creek Reservoir - Highway 89
0067-000	Glendale Bench	SL 14	8	County	Alton-Jct-Highway 89
0033-000	Bench Road	SL 12	11	BLM	Willow Tank to Soda
0025-000	Broad Hollow Road	SL 10	7	BLM	State Lane Well to Elephant Bu
0053-000	Thompson Creek Road	SL 12	9	County	Johnson Canyon to Mill Creek Road
4043-000	North Fork	SN 16	16	County	U-14 to Mt. Carmel Highway
4045-000	North Virgin	SL 10	2	BLM	To Navajo Lake Road
0034-000	Timber Mountain	SL 12	7	County	Skutumpah Road to Timber Mountain
0034-000	Timber Mountain Rd.	SL 10	7	BLM	Timber Mt. to 2nd Point
0035-000	Deer Spring	SL 10	4	BLM	Skutumpah Road to Meadow Canyon
0032-000	Willis Creek Rd.	SL 12	4	BLM	Skutumpah Road to Willis creek
0022-000	Sheep Creek Road	SL 14	5	County	Co. Line up Sheep Creek
0024-000	Cedar Mt. Road	SL 10	15	BLM	Highway 89 to Cedar Mountain
0072-000	Paria Townsite Rd.	SL 18	6	County	Highway 89 to Paria Townsite
0023-000	Nipple Meadow Rd.	SL 12	9	BLM	Buckskin Wash to Nipple Butte
0026-000	Moquith Road	SL 12	2	BLM	Hancock Road to Sand Spring
0031-000	Smokey Mt. Road	SL 14	36	County	Glen City to Airport Bench
0012-000	Escalante Canyon	SL 14	11	County	Airport Bench to Co. Lane

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Road No.	Name	Design Class	Mileage	Maintenance Responsibility	Termination Points
0001-OAO	Barracks Road	SL 10	2	County	Highway 89 - Barracks Ruffs
0001-OBO	Barracks Road	SL 10	3	BLM	Old CCC road
0001-OCO	Barracks Road	SL 10	2	BLM	Old CCC road
0001-ODC	Barracks Road	SL 10	8	BLM	Old CCC road
0001-OEO	Barracks Road	SL 10	5	BLM	Old CCC road
0001-OOO	Barracks Road	SL 10	21	BLM	Virgin River
0002-OAO	Three Lakes Road	SL 10	3	BLM	Spring east Red Knoll
0002-OOO	Three Lakes Road	SL 10	3	BLM	Spring east Red Knoll
0003-ODO	Kanab Creek Road	SL 10	7	County	Johnson Creek Road
0003-OGO	Kanab Creek Road <i>Get Low 1/2 Mi.</i>	SL 10	1	County	Alton-Glendale Junction
0004-OAO	Kanab Recreation Road	SL 10	3	County	Red Knoll T.V. Site
0005-OAO	Vermillion Road	SL 10	8	BLM	Vermilion Cliffs to Johnson Canyon Road
0006-OOO	Skutumpah Road	SL 14	29	County	Skutumpah
0006-OOO	Cottonwood Road	DN 24	37	County	Cottonwood Wash
0007-OEO	Nephi Pasture Road	SL 10	6	BLM	Nephi Pasture
0007-OOO	Nephi Pasture	SL 14	5	BLM	Nephi Pasture (access)
0008-OOO	Buckskin Road	SL 12	8	County	Buckskin Wash to storehouse
0008-100	Buckskin Road	SL 10	5	BLM	Buckskin Mtn. (east)

1783.3 - ROAD MAINTENANCE AGREEMENTS WITH COUNTIES

Attachment "3" - Memorandum of Understanding Between the Bureau of Land Management & Kane County 025

Road No.	Name	Design Class	Mileage	Maintenance Responsibility	Termination Points
0009-000	Wahweep Creek Road	SL 10	4	County	Wahweep Creek
0010-000	Four Mile Road	SL 10	10	BLM	Smokey Mtn. Road
0010-040	^{4 1/2 Miles} Four Mile Road	SL 10	18	County	Four Mile
0037-000	Brigham Plains Road	SL 12	5	BLM	To Cottonwood Road
0038-000	Cave Lakes Road	SL 10	6	BLM	Sand Spring
0039-000	Riggs Road	SL 10	5	HLM	Jack Riggs Bench
0040-000	Rush Bed Road	SL 10	12	BLM	Round Valley - Co. Road
0041-000	Deer Range Road	SL 12	6	BLM	Deer Range - Cannonville Road
0042-000	Podunk Road	SL 10	5	BLM	Podunk Creek
0044-000	Kimball Valley	SL 14	7	BLM	Kimball Valley
0045-000	Church Wells Road	SL 10	4	BLM	Church Wells Road
0046-040	Brown Road	SL 12	3	BLM	Doc Brown's Road
0046-050	Brown Road	SL 12	3	BLM	Doc Brown's Road (co.)
0046-060	Brown Road	SL 12	3	BLM	Doc Brown's Road (old co. road)
0046-070	^{As per 8/6/04 #24} Petrified Hollow Road	SL 12	3	County	Start at Highway 89
0046-080	Old Paria Road	SL 12	6	County	Ends at Highway 89
0046-090	Pipeline Road	SL 12	5	County	Along pipeline
0046-000	Petrified Hollow Road	SL 12	6	County	To highway 89

1783.3 - ROAD MAINTENANCE AGREEMENTS WITH COUNTIES

Attachment "B" - Memorandum of Understanding Between the Bureau of Land Management & Kane County 025

Road No.	Name	Design Class	Mileage	Maintenance Responsibility	Termination Points
0016-100	Hole in Rock Rd.	SL 16	42	County	Highway 56 to Hole in Rock
0013-000	Kaiparowitz Road	SL 14	24	BLM	Last Chance to Airport Bench
0014-000	50 Mile Mt. Road	SL 14	15	BLM	Warm Creek to Last Chance
0014-100	50 Mile Mt. Road	SL 10	11	BLM	Last Chance to Grand Bench
0014-1A0	50 Mile Mt. Road	SL 10	5	BLM	Grand Bench to Rock Creek
0029-000	Nipple Bench Road	SL 12	18	BLM	Glen City to Tibbetts Canyon
0029-0A0	Nipple Bench Road	SL 12	6	BLM	Warm Creek To Smokey Mt. Road

Attachment "B" is to be made part of Bureau of Land Management and Kane County road maintenance agreement.

MEMORANDUM OF UNDERSTANDING

To Clarify Road Construction & Maintenance Responsibilities in

Kane County

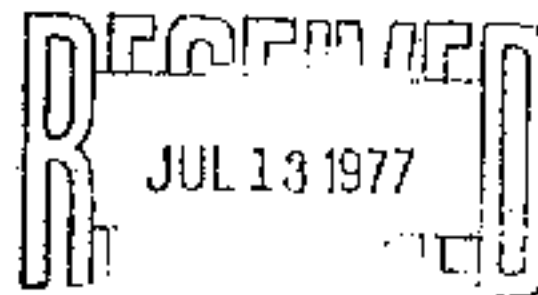
between

THE BUREAU OF LAND MANAGEMENT

and the

KANE COUNTY COMMISSION

DEPT. OF THE INTERIOR



BUR. OF LAND MANAGEMENT
KANAB, UTAH

This memorandum is an amendment to the memorandum of understanding which was approved by both the Bureau of Land Management and the Kane County Commission in October 1972.

A meeting to discuss mutual problems relating to road construction and maintenance responsibilities was held in the Kanab BLM Office on Thursday, June 30, 1977. The following people attended this meeting:

Richard Fagan	representing	BLM
Larry Sip	"	BLM
Don Stucker	"	BLM
Clark Draper	"	BLM
Merrill Macdonald	"	Kane County
John Nelson	"	Kane County

It was mutually agreed by all parties that the previous agreement regarding road construction and maintenance agreement would be amended to clarify the certain items as listed below:

Cattleguard Installation

Where it becomes necessary to install cattleguards on county roads, Kane County will install these cattleguards at the rate of \$250.00 per cattleguard.

The size of cattleguard needed will be mutually agreed on by both the BLM and Kane County prior to installation.

County Road R/W Width


There is no definitely established road right-of-way width for county roads. For a two-lane road, a right-of-way width of ⁶⁶60 feet will be established as per the attached memo. _{21/41}

Road Maintenance Reimbursement Rate

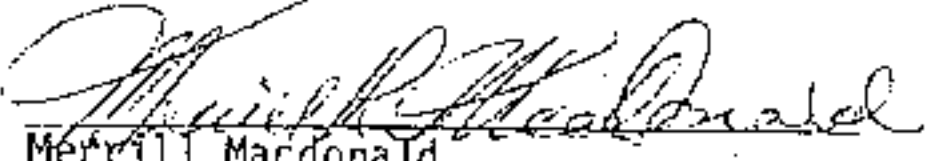
In certain cases, the BLM may request the assistance of Kane County to maintain a BLM road. Where such request is made and the county agrees to perform this maintenance work, the BLM will reimburse the county at the rate of \$112.00 per mile.

This amendment is subject to all other agreements and provisions as set forth in the original memorandum of understanding between the BLM and Kane County.

Approved


Morgan S. Jensen, District Manager
Bureau of Land Management, Cedar City District

7-6-77
Date


Merrill Macdonald
Chairman, Kane County Commission

7-11-77
Date