

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
COOPERATIVE RANGE IMPROVEMENT AGREEMENT

FOR BUREAU OF LAND MANAGEMENT USE ONLY

State.....

Office.....

| | |
|-------------------|-------|
| Project Number(s) | _____ |
| | _____ |
| | _____ |
| | _____ |

INSTRUCTIONS - Cooperator(s) to receive original, and one copy each to the District/Field Office case or lease file and District/Field Office project file.

Project Name(s)

1. I, (We) _____ of _____
of _____
of _____
and _____ of _____

hereinafter called cooperator(s) and the United States of America, by the Bureau of Land Management, hereinafter called the BLM, for and in consideration of the mutual benefits hereunder, and in accordance with the Taylor Grazing Act (43 U.S.C. 315, 315a-r), as amended, the National Soil Conservation Act (16 U.S.C. 590a(3)), as amended, the Federal Land Policy and Management Act (43 U.S.C. 1701, et seq.), and the Public Rangelands Improvement Act (43 U.S.C. 1904) do enter into this cooperative agreement for the construction and/or maintenance of range improvements, installation of conservation works or establishment of conservation practices, hereinafter referred to collectively as improvements, for the benefit of the public lands and of the cooperator(s).

2. The improvement(s) known as the

will be is (are) located upon: _____ 1/4, Sec(s). _____ T, _____ R, _____,
_____ Meridian, County of _____, State of _____,

3. IT IS MUTUALLY AGREED:

- (a) The parties hereto will furnish labor, materials, and equipment as required, the total cost or value not to exceed the amount listed below for each of the parties respectively for the initial construction and/or installation of the improvements indicated in paragraph 2.

| NAME(S) OF COOPERATOR(S) | ITEMS | TOTAL COST OR VALUE |
|---------------------------|----------------|---------------------|
| | | \$ |
| | | |
| | | |
| | | |
| | | |
| | | |
| BUREAU OF LAND MANAGEMENT | | |
| | | |
| | AGGREGATE COST | \$ |

(b) Upon notice from the BLM, cooperator(s) will promptly supply labor, materials, and equipment as specified in paragraph 3 (a) as required. Contributed materials in excess of the amount required must be returned to the contributor. Equipment contributed must be returned promptly following completion of the work. Work will be conducted under the supervision and direction of the BLM and must be pursued with diligence until completed.

4. (a) The cooperator(s) will be liable, jointly and severally, for the repair and maintenance of the improvements following completion, in good and serviceable condition. The cooperator(s), without further notice from the BLM must do the necessary work promptly. If work is not performed as necessary, the BLM will notify the cooperator(s) and specify a period within which to complete the work as required.

(b) In event the cooperator(s) default in the repair and maintenance of the improvements the BLM may do or cause such work to be done for and in behalf of the cooperator (s); and the necessary cost and expense thereof will become a charge and obligation upon and must be paid by the cooperator(s). It is further understood in case of default that any grazing permit or lease may be canceled and may not be renewed or extended or any transfer of grazing preference may not be approved unless and until all charges and costs owed by the cooperator(s) are paid; and provided that the BLM may pursue such other remedies, legal or administrative, as may be authorized.

(c) Repair and maintenance, as herein required, will mean normal upkeep and maintenance necessary to preserve, protect, and prolong the useful life of the improvements, but will not include major repairs where the damage is due to floods, earthquakes, or other acts of God, or fire not the result of fault or negligence of the cooperator(s) as determined by the BLM.

5. IT IS FURTHER AGREED

(a) This agreement does not convey right, title, or interest in any lands or resources held by the United States.

(b) Title to permanent or nonstructural improvements authorized by this agreement is held by the United States of America. The actual amount of the cooperator's(s') funds, materials, and the value of the labor contributed to the construction of the range improvement(s) authorized by this agreement is listed in Section 3 of this agreement and documents their respective interest in the agreement.

(c) The improvements may be removed, in whole or in part, during the term of this agreement or any extension thereof, by mutual consent of the parties or by direction of the BLM; such removal must be made by the cooperator(s), or by the BLM at its option. During the course of salvaging material, the United States assumes no responsibility for the protection or preservation of said material. Upon removal of the improvements, any salvageable materials, after deducting an amount to compensate for the actual cost of removal, will be available for distribution to the parties then subject to this agreement in proportion to the actual amount of their respective contributions to the initial construction of the improvements. The parties must take possession and remove their portion of the salvaged materials within one hundred and eighty (180) days after first notification in writing that such material is available; upon failure to do so within the time allowed, the materials will be deemed abandoned and title thereto will thereupon vest in the United States.

(d) In the event lands containing improvements described under (b) above are devoted to another public purpose which precludes grazing, including disposal, the cooperator(s) will be entitled to reasonable compensation for the adjusted value of the cooperator's(s') interest to the improvements.

6. Applications by the cooperators(s) to transfer the grazing preference and/or permitted grazing use embracing the lands upon which the improvements are constructed or in connection with which they are used, will evidence assignment of interest in this Cooperative Agreement to the transferee. [Before the transferee will be recognized as successor in interest hereunder, the transferee will be required by the BLM to accept an assignment of this agreement and agree to be bound by the provisions respecting the use and maintenance of the improvements.]

7. The cooperator's(s') use of the improvements will be in conformance with any special conditions, the grazing permit(s) or lease(s), and regulations of the Secretary of the Interior.

8. This agreement will not accord to cooperator(s) any preference, privilege, or consideration with respect to any grazing permit or lease not expressly provided herein or in the rules and regulations governing such grazing permit or lease.

9. Items 2, 3, and 4 (a) of this agreement may be modified or canceled by written agreement of the parties, which agreement will become a part hereof.

10. This agreement is subject to the provisions of Executive Order No. 11246 of September 24, 1965, as amended, which sets forth the nondiscrimination clauses. A copy of this order may be obtained from the BLM.

11. This agreement will remain in effect indefinitely from date of signature unless (1) otherwise designated under item 14. Special Conditions, or (2) terminated by mutual written consent of parties, or (3) terminated by the BLM after notice in writing because of the cooperator's(s') default or violation (4) terminated by the BLM after notice in writing because the improvements are not compatible with adopted land use plans, or (5) terminated renegotiated, or modified by the BLM following consultation with the parties involved, as a result of changes in law, regulation, of national BLM policy.

12. Any water right acquired on or after August 21, 1995 to use water on public lands associated with this improvement will be held in the name of the United States, if permitted under State Law. Co-application or joint ownership by permittees or lessees of water rights for purposes of livestock water will be allowed where State Law permits the practice.

13. Any water developed, improved, or impounded under this cooperative agreement will be available for wildlife and free roaming wild horse and burro use and other authorized public use to the extent that such use is consistent with the multiple-use management objectives for the area.

14. Special Conditions

COOPERATOR(S)

THE UNITED STATES OF AMERICA

(Signature)

(Date)

State of _____

(Signature)

(Date)

District/Field Office _____

(Signature)

(Date)

By _____

(Signature)

(Signature)

(Date)

(Title)

(Signature)

(Date)

(Date)

Title 18, U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

