MARIPOSA COUNTY RESOLUTION NO. 77-62

The Board of Supervisors of the County of Mariposa do hereby resolve as follows:

WHEREAS, on June 23, 1976 the Forest Service and Mariposa County entered into an Agreement for Cooperative Work, a copy of which is attached, marked Exhibit "A", hereinafter called Agreement; and

WHEREAS, said Agreement involved access into the Cold Springs Basin over a road shown between points A and C on the map attached hereto, marked Exhibit "B";

NOW, THEREFORE, it is hereby resolved as follows:

1. Said Agreement involves two separate matters. The first matter was improvement of the road between points A and C as shown on Exhibit "B" to allow removal of timber under a then-existing timber sale contract called the Cold Springs Timber Sale. The Forest Service did spend money to improve the road between points A and C as shown on Exhibit "B" and the timber in the Cold Springs Timber Sale was removed. Clause C, 1 of the Agreement states that the "... period of this agreement shall extend ... until completion of the said work items..." This time limitation refers only to the now-completed road improvement, and the Agreement is otherwise in full force and effect.
2. The second element of the Agreement is assurance by Mariposa County to the Forest Service of access as set forth in paragraph B, 1 of the Agreement. This access assurance is to be in perpetuity and is in favor of the Forest Service, its contractors, permittees, and agents for resource management purposes. Clause C, 1 does not apply to or limit Clause B, 1. In other words, the County of Mariposa assures perpetual access assurance to the Forest Service, its contractors, permittees and agents for resource management purposes between points A and C as shown on Exhibit "B". This assurance does not have to take the form of a recordable easement in favor of the United States of America and its assigns. No breach of this Agreement exists until access is denied to the Forest Service and such has not occurred.

If any party or entity challenges, at any time, the right of the Forest Service, its contractors, permittees, and agents to travel upon said road from point A to point C as shown on Exhibit "B" for access into the Cold Springs Basin for resource management purposes Mariposa County would forthwith stop any such interference. Among other means, Mariposa County would enforce an easement by necessity from A to B as shown on Exhibit "B" because of its fee ownership from B to C as shown on Exhibit "B"; and/or Mariposa County would enforce a record of survey dated May, 1921, and recorded November 15, 1956 in Mariposa County; and/or if necessary, Mariposa County would condemn a right-of-way from A to C as shown on Exhibit "B", or any portions thereof, to live up to its obligations to assure perpetual access assurance from A to C as shown on Exhibit "B" in
favor of the Forest Service, its contractors, permittees and
agents for resource management purposes.

3. Based upon the above the Forest Service in
reliance thereupon has informed the County of Mariposa that it
will proceed to treat the road between A and C as shown on
Exhibit "B" as though it had a perpetual access assurance thereon,
said access assurance limited to use by the Forest Service, its
contractors, permittees and agents for resource management. If
necessary, and if available, funds may be spent on said road.
The Forest Service may rely on this access in letting contracts
such as Timber Sale Contracts or contracts relating to resource
management in the Cold Springs Basin. Forest Service management
of the Cold Springs Basin will assume such access.

PASSED AND ADOPTED this 10th day of May, 1977, by the following vote:

AYES: Long, Walton, Owings, Dalton
NOES: None
ABSENT: Clark
NOT VOTING: None

FRANK L. LONG, JR., Chairman

ATTEST:

ELLEN BRONSON, County Clerk
and Ex-Officio Clerk of the Board
AGREEMENT FOR COOPERATIVE WORK


WITNESSETH:

WHEREAS, Forest Service desires access into the Cold Springs Basin area in order to accomplish resource management activities on a continuing basis; and,

WHEREAS, some local objections to the access planned by Forest Service have caused Forest Service to defer completion of access planned into Cold Springs Basin; and,

WHEREAS, in the interest of comity, the Cooperator has entered into negotiations for alternate access routes into Cold Springs Basin which will be more acceptable to objectors while fulfilling Forest Service needs for ingress and egress; and,

WHEREAS, in interest of comity, the Cooperator will acquire sufficient rights of ingress and egress to satisfy Forest Service needs; and,

WHEREAS, the Forest Service has funds on deposit from Cold Springs Timber Sale to finance the necessary road construction work in Cold Springs Basin; and,

WHEREAS, the Cooperator has equipment and manpower, they are willing to make available on a reimbursement basis.

EXHIBIT "A"
NOW THEREFORE, the parties hereto agree as follows:

A. The Forest Service agrees:

1. To reimburse Cooperator upon completion and acceptance of units or segments of work at unit/segment rates specified in Exhibit A. Reimbursements not to exceed $33,700.00. Reimbursement will be made upon receipt of monthly or quarterly invoices from the Cooperator identifying accepted units/segments and addressed to Sierra National Forest, 1130 "O" Street, Federal Building, Fresno, California 93721."

2. To provide the necessary corrugated metal pipe for the project except an additional 30 feet of 72-inch corrugated metal pipe which the Cooperator will obtain.

3. To survey, design, and construction stake the limits of the construction activities.

4. To provide for the necessary revegetation of cut and fill slope stabilization.

5. To provide an inspector during construction.

B. The Cooperator agrees:

1. The Cooperator will acquire necessary rights-of-way easements to assure Forest Service of access from Chowchilla Mountain Road to lands of the United States in Cold Springs Basin. Said access to be available, in perpetuity to Forest Service and its contractors, permittees, and agents for resource management purposes.

2. The Cooperator will construct, to the standard shown on the attached typical section, such road as is necessary to assure
C. It is mutually agreed:

1. The period of this agreement shall extend from the date first shown above until completion of the said work items.

2. Nothing herein contained shall be construed to obligate the Government beyond the extent of available appropriate funds allocated or programmed for this work, or contrary to applicable laws, rules and regulations.

3. 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 that may arise therefrom; but this provision shall not be construed to extend to this agreement if made with a corporation for its general benefit.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first hereinabove written.

MARIPOSA COUNTY:

By

WILLIAM H. HOFFITT, Chairman
Board of Supervisors

SIERRA NATIONAL FOREST:

By

Acting Forest Supervisor