



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 Cxbow 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 or 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.

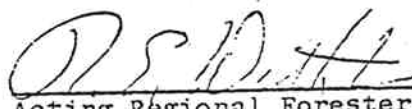
IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate originals on the date first hereinabove mentioned.

COOPERATORS

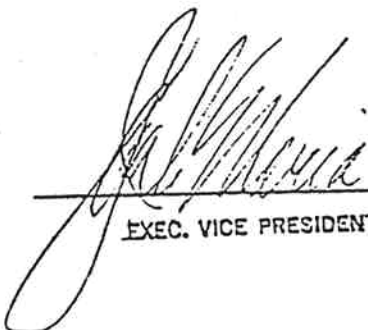
GOVERNMENT:

Placer County Water Agency

  
Chairman, Board of Directors

  
Acting Regional Forester

American Forest Products Corp.

  
EXEC. VICE PRESIDENT.

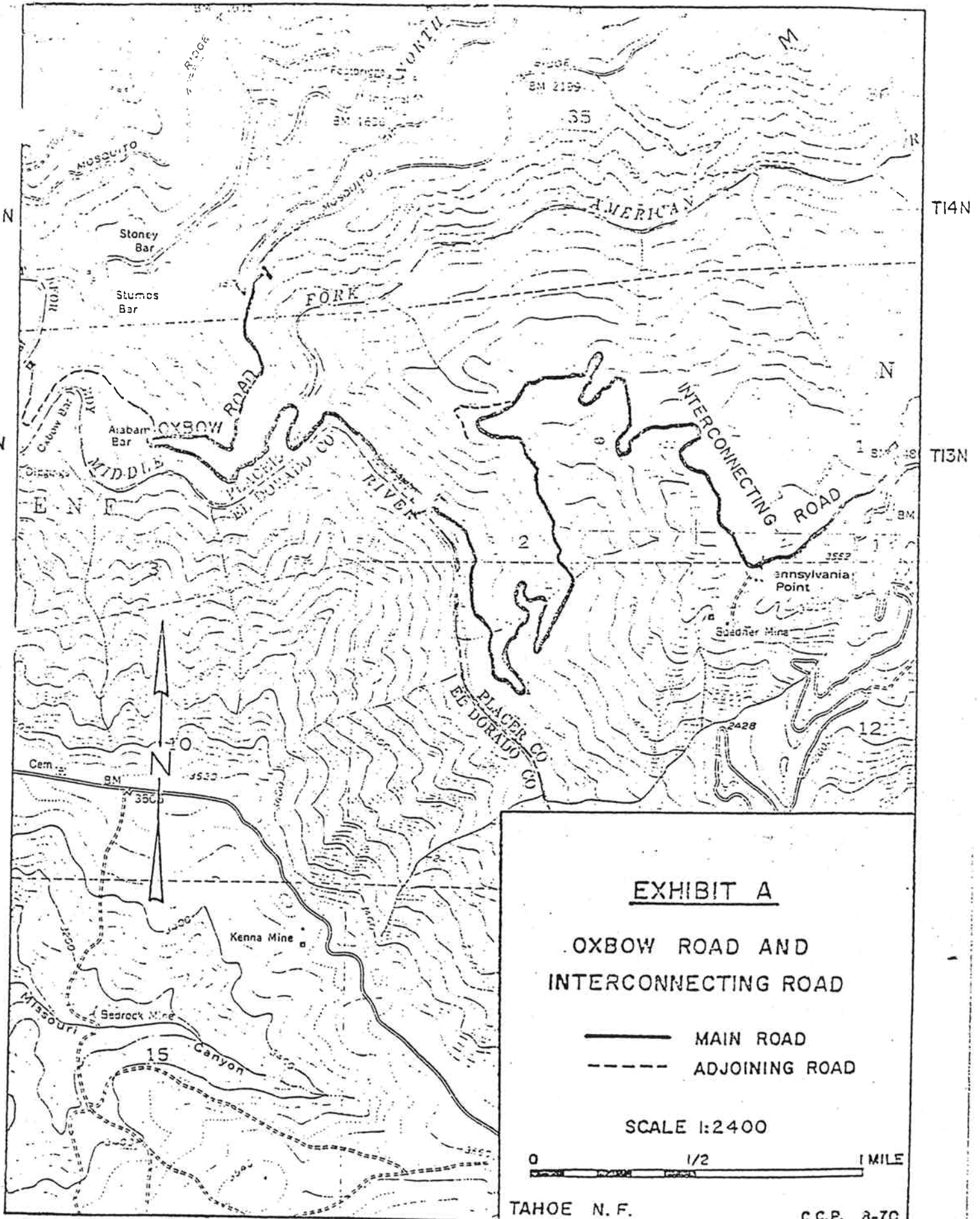
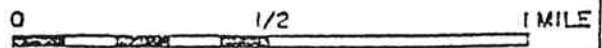


EXHIBIT A

OXBOW ROAD AND  
INTERCONNECTING ROAD

- MAIN ROAD
- - - - - ADJOINING ROAD

SCALE 1:2400



TAHOE N. F.

C.C.P. 3-70

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

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

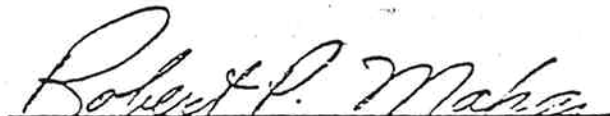
13 The foregoing resolution was duly passed at a regular  
14 meeting of the Board of Directors of Placer County Water Agency  
15 held on February 22, 1972, by the following vote on roll call:

16 AYES DIRECTORS: Ferreira, Paolini, Briner & Mahan

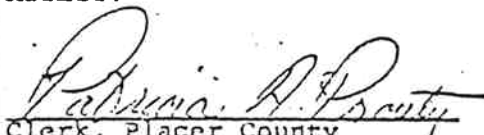
17 NOES DIRECTORS: None

18 ABSENT DIRECTORS: Thompson

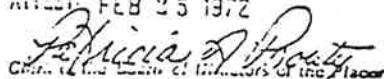
19 Signed and approved by me after its passage this  
20 22nd day of February, 1972.

21   
22 Chairman, Placer County Water Agency

23 ATTEST:

24   
25 Clerk, Placer County  
26 Water Agency

27  
28  
29 THE FOREGOING INSTRUMENT IS A CORRECT  
30 COPY OF THE ORIGINAL ON FILE IN THIS OFFICE  
31 ATTEST, FEB 25 1972

32   
33 Clerk, Placer County Water Agency of California.