

NP
P.W.
ANN: JEFFERSON

MEMORANDUM OF UNDERSTANDING

between

DOUGLAS COUNTY
and
LAKE TAHOE BASIN MANAGEMENT UNIT, USDA FOREST SERVICE

This memorandum of understanding is between Douglas County, Department of Public Works, hereinafter called the COUNTY, and the USDA Forest Service, Lake Tahoe Basin Management Unit, hereinafter called the FOREST SERVICE, under the provisions of the Organic Administration Act of June 4, 1897 (16 U.S.C. 473-475, 477-482, 551).

WHEREAS, the FOREST SERVICE administers federal grants to the COUNTY for the implementation of erosion control and water quality improvement projects.

WHEREAS, a major component of these projects is the revegetation of road cutslopes, and the upper portion of these road cutslopes often fall out of the COUNTY right-of-way onto lands managed by the FOREST SERVICE.

WHEREAS, it is to the mutual benefit of the COUNTY and the FOREST SERVICE to facilitate the implementation of this revegetation treatment.

NOW, THEREFORE, in consideration of these premises, the parties hereto agree with each other as follows:

I. THE COUNTY AGREES TO:

A. Implement the appropriate revegetation treatment on the portion of road cutslopes that fall onto land managed by the FOREST SERVICE, whenever that treatment is proposed for the portion that is within the COUNTY right-of-way.

II. THE FOREST SERVICE AGREES TO:

A. Allow the COUNTY to implement and maintain the revegetation of these cutslopes on National Forest lands.

III. IT IS MUTUALLY AGREED THAT:

A. No structural treatments on these cutslopes are covered under this agreement.

B. No treatment or disturbance on lands outside the strict perimeter of these cutslopes are covered under this agreement.

first PAGE OF two PAGES

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CLERK
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By *Barbara Reed*

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BOOK 292 PAGE 2247

C. No review or permits will be required by the FOREST SERVICE for actions covered under this agreement.

D. This agreement shall be effective upon execution by both parties hereto.

E. This agreement may be modified by mutual consent of the parties. Either party may terminate this agreement by providing written notice. Unless terminated by written notice the agreement will remain in force indefinitely.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the date last written below.

DATE February 13, 1992

DOUGLAS COUNTY, DEPARTMENT OF PUBLIC WORKS

BY [Signature]
Chairman
Title Douglas County Board of Commissioners

DATE 1/7/92

USDA FOREST SERVICE, LAKE TAHOE BASIN MANAGEMENT UNIT

BY [Signature]
Forest Supervisor

CERTIFIED COPY

The document to which this certificate is attached is a full, true and correct copy of the original on file and on record in my office.

DATE: February 14, 1992

B. REED Clerk of the 19th Judicial District Court of the State of Nevada, in and for the County of Douglas.

By Willem Harrington Deputy

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Second PAGE OF two PAGES

REQUESTED BY
DOUGLAS COUNTY - Public Works
IN OFFICIAL RECORDS OF
DOUGLAS CO. NEVADA

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SUZANNE BEAUDREAU
RECORDER

[Signature] PAID DEPUTY

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BOOK 292 PAGE 2248