

**FOR BLM USE ONLY**

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT

**COOPERATIVE RANGE IMPROVEMENT AGREEMENT**

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 Bureau, 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) 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 of 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		
	<b>AGGREGATE COST</b>	<b>\$</b>

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.

(b) Upon notice from the authorized officer of the Bureau, 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 shall be returned to the contributor. Equipment contributed shall be returned promptly following completion of the work. Work will be conducted under the supervision and direction of the authorized officer and shall be pursued with diligence until completed.

4. (a) The cooperator(s) shall 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 authorized officer shall do the necessary work promptly. If work is not performed as necessary, the authorized officer shall 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 authorized officer may do or cause such work to be done for and in behalf of the cooperator(s); and the necessary cost and expense thereof shall become a charge and obligation upon and shall 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) hereunder shall have been paid; and provided that the Bureau may pursue such other remedies, legal or administrative, as may be authorized.

(c) Repair and maintenance, as herein required, shall mean normal upkeep and maintenance necessary to preserve, protect, and prolong the useful life of the improvements, but shall 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 authorized officer.

#### 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 shall be in 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 range improvements shall be recorded to document their respective interest in the improvement.

(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 authorized officer; such removal shall be made by the cooperator(s), or by the Bureau 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, shall 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 shall 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 shall be deemed to have been abandoned and title thereto shall 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) shall be entitled to reasonable compensation for the adjusted value of the cooperator's interest to the improvements.

6. Applications by the cooperator(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, shall 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 authorized officer 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) 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 shall 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 shall 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 authorized officer.

11. This agreement shall 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 authorized officer after notice in writing because of the cooperator(s) default or violation, or (4) terminated by the authorized officer after notice in writing because the improvements are not compatible with adopted land use plans, or (5) terminated renegotiated, or modified by the authorized officer following consultation with the parties involved, as a result or changes in law, regulation, or national BLM policy.

12. Any water right acquired on or after August 21, 1995 to use water on public lands associated with this improvement shall 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 burros 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

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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)

LOCATION PLAT

Sec.						T.						R.						Mer.

Scale: inches equals one mile

NOTICE

The Privacy Act of 1974 and the regulation in 43 CFR 2.48(d) provide that you be furnished the following information in connection with information required by this application.

AUTHORITY: 43 U.S.C. 315, 315a-r, 43 U.S.C. 1701; 43 U.S.C. 1904.

PRINCIPAL PURPOSE The information is to be used to authorize and document participation for construction, use and maintenance of range improvements.

ROUTINE USES: (1) Identify applicants share or interest in an improvement placed on Public Lands. (2) Documentation for public information in support of notations made on land status record for the management, disposal, and use of public lands and resources. (3) Transfer to appropriate Federal agencies when concurrence is required prior to granting a permit to use public lands. (4) Transfer to the U.S. Department of Justice in the event of litigation involving the records or the subject matter of the records. (5) Transfer, in the event there is indicated a violation or potential violation of a statute, regulation, rule, order, permit, lease, or agreement whether civil, criminal or regulatory in nature, to the appropriate agency or agencies, whether Federal, State, local or foreign, charged with the responsibility of investigation or prosecuting such violation or charged with enforcing or implementing the statute, rule, regulation, order, permit, lease, or agreement violated or potentially violated.

EFFECT OF NOT PROVIDING INFORMATION: If you do file this application and furnish the requested information, you will not be authorized to place improvements on the public lands. If the improvement is placed without proper authorization, you will be liable for damages and immediate removal of the facility.

The Paperwork Reduction Act of 1995 requires us to inform you that:

Unless this form contains a currently valid OMB Control Number, you are not required to submit this information to the BLM or its designated agents. Information is being collected to develop a cooperative agreement for the construction, use, and maintenance of range improvements on its public lands. Information will be used to document the specific participation of each cooperator on the range improvement(s) to be accomplished under the cooperative agreement. By signature, each cooperator agrees to participate in the manner specifically described in the agreement. Response to this request is required to obtain a benefit.

Public reporting burden for this form is estimated to average 20 minutes per response, including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management (1004-0019), Bureau Information Collection Clearance Officer, (WO-630), Mail Stop 401 LS, 1849 C St., N.W., Washington, D.C. 20240.