

**FEDERAL LANDS ACCESS PROGRAM**  
**PROJECT MEMORANDUM OF AGREEMENT**

**[June 11, 2026]**

**Project / Facility Name:** UT FLAP SJC 285(1)

**Project Route:** Johnson Creek Paving

**State:** UT

**County:** San Juan County

**Owner of Federal Lands to which the Project Provides Access:** Manti-La Sal National Forest

**Entity with Title or Maintenance Responsibility for Facility:** San Juan County

**Type of Work:**

Preliminary Engineering: Environmental compliance, preliminary and final design, all necessary permits

Right of Way: Acquisition of all right of way and easements needed for the project

Construction/Construction Contracting: Acquisition by contract of construction work in accordance with the (plans, specifications, and estimate

Construction Engineering: Administration of the construction contract

This Agreement does not obligate (commit to) the expenditure of Federal funds, nor does it commit the parties to complete the project. Rather, this Agreement sets forth the respective responsibilities as the project proceeds through the project development process.

**Parties to this Agreement:** Federal Highway Administration, Central Federal Lands Highway Division (FHWA-CFLHD), Manti-La Sal National Forest, and San Juan County.

The Program Decision Committee approved this project on

February 3, 2026

Date

**AGREED:**

\_\_\_\_\_  
Todd Adair  
Road Superintendent  
San Juan County

\_\_\_\_\_  
Date

\_\_\_\_\_  
Barbara C. Van Alstine  
Forest Supervisor  
US Department of Agriculture  
Manti-La Sal National Forest

\_\_\_\_\_  
Date

\_\_\_\_\_  
Vivien Hoang  
Chief of Business Operations, FHWA-CFLHD

\_\_\_\_\_  
Date

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**A. PURPOSE OF THIS AGREEMENT**

This Agreement documents the intent of the parties and sets forth the anticipated responsibilities of each party in the development, construction, and future maintenance of the subject project. The purpose of the Agreement is to identify and assign responsibilities for the environmental review, design, right-of-way, utilities, acquisition, and construction as appropriate for this programmed project, and to ensure maintenance of the facility for public use if improvements are made. The parties understand that any final decision as to design or construction will not be made until after the environmental analysis required under the National Environmental Policy Act (NEPA) is completed (this does not prevent the parties from assigning proposed design criteria to be studied in the environmental review process.) Any decision to proceed with the design and construction of the project will depend on the availability of appropriations at the time of obligation and other factors, such as issues raised during the environmental review process, a natural disaster that changes the need for the project, a change in Congressional direction, or other relevant factors.

**B. AUTHORITY**

This Agreement is entered into between the signatory parties pursuant to the provisions of 23 U.S.C. 204.

**C. JURISDICTION AND MAINTENANCE COMMITMENT**

San Juan County holds jurisdictional responsibility for the operation and maintenance of the existing roadway. Targeted project agreements executed between San Juan County and the U.S. Forest Service will be used to manage future maintenance lifecycles and associated costs.

**D. FEDERAL LAND MANAGEMENT AGENCY COORDINATION**

San Juan County has coordinated project development with the USFS. The Manti-La Sal National Forest support of the project is documented in the Utah Federal Lands Access Program Project Application for this project submitted by San Juan County to FHWA-CFLHD. Each party to this agreement that has a primary role in the environmental review process, design, or construction shall coordinate their activities with the USFS.

**E. PROJECT BACKGROUND/SCOPE**

Purpose and Need: The purpose of this project is to improve public access and safety for a diverse range of users, including recreational visitors. As one of the main entrances to Bears Ears National Monument and Forest Service lands with key sites such as Nizhoni Campground, Dry Wash Reservoir, and nearby trailheads; the improved road will better support increased visitation and reduce maintenance needs, decreasing the dust levels, improved travel to the public during rainstorms, and wash boarding to allow for safer travel.

The project will pave Johnson Creek Road from the U.S. Forest Service boundary to just past the Nizhoni Campground entrance, replacing the existing gravel surface to improve access and reduce maintenance requirements.

Project Location: Johnson Creek Road is located approximately 8.4 miles northwest of Blanding, Utah. The project limits begin at the terminus of the existing paved section of Johnson Creek Road, which is

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designated as County Road 285. The roadway remains County Road 285 throughout the project corridor. The road has a rolling terrain, south facing setting and follows the valley slope with gentle hills along its alignment. The road is maintained by San Juan County per an agreement with the Forest Service.

General Project Description: The scope of this project is (4R) Construction, Reconstruction, Resurfacing, and Restoration of approximately 4.6 miles of roadway improvements, beginning at the end of the existing paved section of Johnson Creek Road and extending to just past the Nizhoni Campground entrance. Scope items include:

- Proposed 3 inches of asphalt pavement over 6 inches of aggregate base
- Providing a consistent 22-ft roadway width
- Parking areas at the start of the project
- Formalized 4 pullouts along the project
- Paved approaches with 4 ft aprons on signed FS roads.
- The 4R work includes realigning three road intersections :
  - Johnson Creek Cutoff
  - Tate Trail
  - Gooseberry

Environmental Compliance and Permitting: FHWA-CFLHD will be the lead agency for the environmental review process (compliance with NEPA and related laws and regulations, including Section 106 of the National Historic Preservation Act, Section 7 of the Endangered Species Act, and associated consultations) and for Clean Water Act permitting. It is anticipated that this project can be approved under an FHWA Categorical Exclusion. Clean Water Act permits are anticipated.

Environmental compliance will include biology and cultural technical studies with fieldwork, background research, report writing, and consultations with the tribes, the Utah State Historic Preservation Office (SHPO), and the U.S. Fish and Wildlife Service (USFWS). Main resource issues to address include special-status species, historic properties, wetlands and waters of the U.S., recreational use, grazing land, and stream crossings. Standard construction practices and mitigation measures are expected to be sufficient to address these impacts. NEPA compliance is expected to be documented with a Categorical Exclusion.

Survey: FHWA-CFLHD anticipates aerial surveys.

Highway Design and Safety: The project scope includes 4.6 miles of 4R improvements with a proposed typical section of 22-foot paved roadway consisting of two 10-ft lanes and 1-ft shoulders.

Pavement Design: The preliminary pavement recommendation is a typical section of 3 inches of asphalt on 6 inches of aggregate based on field conditions and estimated traffic.

Structure/Bridge Design: There are no existing bridges or major structures along the project.

Geotechnical: FHWA-CFLHD will perform geotechnical testing to analyze roadway fill depth and cut slope stability for final design requirements.

Hydrology/Hydraulics: The route's drainage is mainly ditches and cross-drainage with about 26 culverts, predominantly 18-inch corrugated metal pipes and most under 36 inches, and generally in good condition with little visible scour or sediment. Existing culverts under the recommended 24 inches will be upsized to meet FHWA-CFLHD standards, while pipes in good condition with adequate cover may be retained and cleaned or extended with new end sections. Culverts in deep fill will be evaluated by FHWA-CFLHD for capacity and condition, and relief culverts may be added.

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Right of Way: The project corridor is entirely upon National Forest lands, with San Juan County operating and maintaining the road within a 66-foot right-of-way agreement. There is a Cooperative Forest Road Agreement 23-RO-11041000-008, April 25, 2023, for conditions and stipulations of the County’s construction, operation, and maintenance responsibilities. The road’s apparent centerline serves as the boundary between Manti-La Sal National Forest and Bears Ears National Monument (Forest Service lands administered by the Forest Service).

While the initial FLAP application anticipated no new right-of-way (ROW) requirements, any necessary additional right-of-way easements would be obtained on the east side of the road on the Manti-La Sal National Forest lands.

Utilities: A City of Blanding water line runs adjacent to the road from approximately Sta. 50+00 to 90+00 on the west side and then crosses the road at approximately Sta. 90+00; however, it is not anticipated to be impacted. Coordination with the Forest Service, San Juan County, and the construction contractor will be necessary to prevent conflicts with the water utility. There is also an irrigation ditch, approximately at Sta. 53+00, running through a portion of the project that must be accommodated. More information about the irrigation ditch will be researched during project development to ensure it is not impacted. There is also an existing non-pressurized waterline running between approximately Sta. 225+00 to 238+00 along the east side of the roadway, then crosses the road at approximately Sta. 237+50. It is not anticipated to be impacted.

Construction: Construction can likely occur in one season, beginning in early April, with paving scheduled for September and final contract completion in October.

Full closures are allowed before Memorial Day weekend. After Memorial Day access must be maintained from the beginning of the project to the intersection with Road 5240 (Johnson Creek Cutoff). Closures during fall (hunting season) should be avoided.

**F. PROJECT BUDGET**

<b>Item</b>	<b>Estimated Cost</b>	<b>Comments</b>
Preliminary Engineering (PE) and Environmental Compliance	\$1,689,000	Includes scoping.
ROW Acquisition & Utility Relocation		Paid for by San Juan County.
Construction Contract (CN)	\$10,075,000	FY29
Construction Engineering (CE)	\$1,563,000	
Contingency	\$1,373,000	13.8% Contingency on CN only.
<b>Total</b>	<b>\$14,700,000</b>	100% FLAP funding.

**G. ROLES AND RESPONSIBILITIES**

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<b>Responsible Party</b>	<b>Product/Service/Role</b>	<b>Comments</b>
FHWA-CFLHD	<ul style="list-style-type: none"> <li>● Develop and sign this Memorandum of Agreement</li> <li>● Manage project schedule and all project costs</li> <li>● Lead the development of the plans, specifications, and estimate (PS&amp;E) in accordance with FHWA-CFLHD standards, policy, and guidance (note that engineering deliverables prepared by federal employees will not be signed or stamped)</li> <li>● Document any design exceptions to the AASHTO standards, agreed upon by the project team, on FHWA-CFLHD's highway design standards form</li> <li>● Lead all federal environmental compliance (including, but not limited to, NEPA, the National Historic Preservation Act, and the Endangered Species Act)</li> <li>● Prepare and approve environmental documents and make project decisions based on the documents</li> <li>● Conduct ROW research and obtain title reports for private parcels as required</li> <li>● Prepare right-of-way plans, legal descriptions, and other documents required for a Highway Easement Deed, if necessary.</li> <li>● Identify utility conflicts and prepare utility conflict maps, if necessary</li> <li>● Request utility surface locates prior to topographic survey.</li> <li>● Conduct preliminary engineering towards the development of the PS&amp;E construction contract package</li> <li>● Obtain all permits required for Federally constructed projects.</li> <li>● Advertise and award the contract (bids will not be solicited by FHWA-CFLHD until maintaining agency has concurred with the plans and specifications and provided signed ROW and utility certifications)</li> <li>● Perform construction engineering/administration of the construction contract</li> <li>● Include Partnering in the construction contract</li> <li>● Provide a Project Engineer on site for construction administration</li> </ul>	

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Responsible Party	Product/Service/Role	Comments
	<ul style="list-style-type: none"> <li>● Determine the need for any proposed changes to contract documents, evaluate change impacts, coordinate technical reviews as needed, and ensure that the construction is consistent with the PS&amp;E</li> <li>● Ensure that the contractor will bear all expenses of maintaining traffic, other than snow removal and normal state, county, and city maintenance work</li> <li>● Verify adherence to environmental documents and permits</li> <li>● Set up and lead final inspection upon completion of construction</li> </ul>	
San Juan County	<ul style="list-style-type: none"> <li>● Review and sign this Memorandum of Agreement and other financial agreements (if required), within sixty days of receiving the notification letter</li> <li>● Attend reviews and meetings</li> <li>● Provide available data, including on traffic, crashes, material sources, construction costs, agreements, and other technical subjects, within two weeks of request</li> <li>● Review the environmental documents, plans, estimate, and specifications at each phase of design, and provide comments within two weeks of receipt</li> <li>● Coordinate with FHWA-CFLHD on environmental related issues</li> <li>● Coordinate with the other parties to create an appropriate revegetation plan and provide a seed mix and any recommendations for soil amendments for inclusion in the Special Contract Requirements</li> <li>● In coordination with the FHWA-CFLHD project manager, ensure that completed PS&amp;E documents are consistent with the intended outcome</li> <li>● Acquire and fund appropriate local and state permits prior to advertisement of the project</li> <li>● Acquire Temporary Construction Easements (TCEs) if necessary</li> <li>● If Highway Easement Deed (HED) is required, sign statement of legal sufficiency upon review of the draft HED</li> </ul>	<p><b>San Juan County responsible for TCE costs.</b></p>



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<b>Responsible Party</b>	<b>Product/Service/Role</b>	<b>Comments</b>
	<ul style="list-style-type: none"> <li>● Perform reviews and provide information needed to support FHWA-CFLHD in resolution of contract disputes.</li> </ul>	
Manti-La Sal National Forest	<ul style="list-style-type: none"> <li>● Review and sign this Memorandum of Agreement within 60 days of receiving the notification letter</li> <li>● Attend reviews and meetings</li> <li>● Provide in a timely manner available data including but not limited to existing agreements or technical data</li> <li>● Review the environmental documents, plans and specifications at each phase of design, and provide comments within two weeks</li> <li>● In coordination with the FHWA-CFLHD project manager, ensure that completed PS&amp;E documents are consistent with the intended outcome</li> <li>● Provide overall direction regarding FLMA policy and administration for the project</li> <li>● Concur with the final plans and specifications</li> <li>● If required, issue a right of entry and Letter of Consent to transfer a Highway Easement Deed within 4 months of receipt of request</li> <li>● Provide a fire plan for incorporation into the Special Contract Requirements or approve the use of standard specification language</li> <li>● Coordinate with FHWA-CFLHD to identify an appropriate revegetation plan and provide a seed mix and any recommendations for soil amendments for inclusion in the Special Contract Requirements</li> <li>● Provide support to FHWA-CFLHD (respond to questions regarding environmental issues), as requested, for the development of environmental documents</li> <li>● Develop a public information program in coordination with FHWA-CFLHD and the maintaining agency</li> <li>● Partnering included in the construction contract</li> <li>● Designate a representative who will be the primary contact for the FHWA-CFLHD's Construction staff</li> <li>● Continue to update and implement the public information program</li> </ul>	

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<b>Responsible Party</b>	<b>Product/Service/Role</b>	<b>Comments</b>
	<ul style="list-style-type: none"> <li>Consider proposed design changes, evaluate change impacts, and concur with changes as needed, ensuring that changes meet the requirements intended in the PS&amp;E</li> <li>Attend final inspection upon completion of construction</li> </ul>	

**H. ROLES AND RESPONSIBILITIES—SCHEDULE**

<b>Responsible Lead</b>	<b>Product/Service/Role</b>	<b>Schedule Finish</b>	<b>Comments</b>
Maintaining Agency (San Juan County)	Signed MOA and other financial documents	September 8, 2026	
FHWA-CFLHD	30% Design	2027	
FHWA-CFLHD	Environmental Compliance	Summer 2028	Development and completion of environmental studies and documentation
Maintaining Agency (San Juan County)	Signed ROW and Utility Certifications	Spring 2029	Finalize ROW and Temporary Construction Easements (TCEs) if necessary.
FHWA-CFLHD	Final Design	Summer 2029	Development of PS&E
FHWA-CFLHD	Obtain appropriate Permits	Spring 2029	
Maintaining Agency (San Juan County)	Obtain appropriate local and state permits	Spring 2029	
FHWA-CFLHD	Advertise, Award and NTP	Fall 2029	Dependent on funding availability.
FHWA-CFLHD	Administer Construction Contract	2030	Construction Engineering

**I. PROPOSED DESIGN STANDARDS**

Final design standards will be determined through the NEPA process.

<b>Criteria</b>		<b>Comments</b>
Standard	AASHTO	
Functional Classification	Rural Local Road	
Surface Type	Asphalt Pavement	22-foot paved width

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<b>Criteria</b>		<b>Comments</b>
Design Volume	<200 200-500 (Seasonal)	ADT from FLAP application. Traffic counters encountered within the project limits. Data will be requested during the design phase.

**J. FUNDING**

<b>Funding Source</b>	<b>Estimated Funding</b>	<b>Comments</b>
Federal Lands Access Program	\$14,700,000	Project fully FLAP funded.
<b>Total</b>	<b>\$14,700,000</b>	

If during implementation of the project it is determined that the total project cost exceeds \$14,700,000, the Central Federal Lands Highway Division, the San Juan County, and Manti-La Sal National Forest will either mutually agree to reduce the scope of the project or execute a modification to this agreement to change funding amounts.

**K. LEVERAGED/PARTNER-PROVIDED FUNDS**

This project is 100% funded by FLAP.

**L. PROJECT TEAM MEMBERS—POINTS OF CONTACT**

The following table provides the points of contact for this project. They are to be the first persons to deal with any issues or questions that arise over the implementation of each party's role and responsibility for this agreement.

<b>Name/Title</b>	<b>Organization</b>	<b>Phone Number/Email</b>
Todd Adair Road Superintendent San Juan Count	San Juan County	(435) 459-6000 <a href="mailto:tadair@sanjuancountyut.gov">tadair@sanjuancountyut.gov</a>
Orlando Cortez USFS – District Ranger Monticello Ranger District	USFS	(575) 495-5635 <a href="mailto:Orlando.Cortez@usda.gov">Orlando.Cortez@usda.gov</a>
Larry Nechanicky Project Manager	FHWA-CFLHD	(720) 963-3644 <a href="mailto:larry.nechanicky@dot.gov">larry.nechanicky@dot.gov</a>

**M. CHANGES/AMENDMENTS/ADDENDUMS**

The agreement may be modified, amended, or have addendums added by mutual agreement of all parties. The change, amendment, or addendum must be in writing and executed by all the parties.

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The types of changes requiring agreement of all parties include, but are not limited to, changes that significantly impact scope, schedule, or budget; changes to the local leveraged funds, either in type or responsibility; and changes that alter the level of effort or responsibilities of a party. The parties commit to consider suggested changes in good faith. Failure to reach agreement on changes may be cause for termination of this agreement.

A change in the composition of the project team members does not require the agreement to be amended.

It is the responsibility of the project team members to recognize when changes are needed and to make timely notification to their management to avoid project delivery delays.

**N. ISSUE RESOLUTION PROCEDURES MATRIX**

Issues should be resolved at the lowest level possible. The issue should be clearly defined in writing and understood by all parties. Escalating to the next level can be requested by any party. When an issue is resolved, the decision will be communicated to all levels below.

<b>FHWA-CFLHD</b>	<b>Local/State Agency</b>	<b>FLMA</b>	<b>Time</b>
Larry Nechanicky, Project Manager	Todd Adair Road Superintendent San Juan Count	Daniel Luke Forest Engineer <a href="mailto:Daniel.luke@usda.gov">Daniel.luke@usda.gov</a> (435) 609-1994	30 days
Wendy Longley, Project Management Branch Chief	San Juan County Administrator (435) 587-3223	Orlando Cortez USFS – District Ranger Monticello Ranger District	60 days
Curtis Scott, Chief of Engineering	Lori Maughan Commission Chair <a href="mailto:lmaughan@sanjuancountyut.gov">lmaughan@sanjuancountyut.gov</a> (435) 587-3223	Barbara Van Alstine Forest Supervisor <a href="mailto:Barbara.vanalstine@usda.gov">Barbara.vanalstine@usda.gov</a> (909) 404-7239	90 days

**O. TERMINATION**

This agreement may be terminated by a funding party upon 30 calendar days after written notice to the other parties. This agreement may also be terminated if either the environmental review (or other state environmental compliance) process or funding availability requires a change, and the parties are not able to agree to the change. Any termination of this agreement shall not prejudice any rights or obligations accrued to the parties prior to termination. If Federal Access funds have been expended prior to termination, the funding parties’ financial liabilities shall be in the amount of the applicable share percentages of the total reasonable costs expended on the project prior to the effective date of termination. Reasonable costs shall include all items/services rendered and the costs of any non-cancelable obligations incurred prior to the effective date of termination.