

MOU SAMPLE

MEMORANDUM OF UNDERSTANDING
Among
[Land Owner Name/Entity], and
The Bureau of Land Management, [Field Office], Idaho
Concerning Administrative Road Use

- I. PURPOSE. This Memorandum of Understanding (MOU), developed and entered into by [Land Owner Name/Entity] (hereafter referred to as Grantor), and the Bureau of Land Management, _____ Field Office, Idaho (hereafter referred to as BLM), sets forth understanding and procedures for utilizing Grantor's road(s) for access to BLM managed lands. This access is necessary for efficient and effective management of public land in Idaho for the benefit of the public.
- II. OBJECTIVE. Grantor and BLM desire to set forth the basis for authorized access to public lands through private property.
- III. AUTHORITIES. The Federal Land Policy and Management Act of 1976 (43 U.S.C. 1701).

IV. UNDERSTANDING:

Whereby:

1. The BLM has permission from Grantor to use the road located in [General Legal Description: Meridian, T., R., and Section(s)] belonging to Grantor, which [general description of road system. i.e. roads which originate at the intersection of Grantors road system and the John Day County road and travel through Grantors property and several other ownerships, more particularly shown on at attached Exhibit A, Map, which is hereby attached and made part thereof.] shall be used by the BLM to carry out administrative duties such as evaluation of BLM timber, property, resources, fire management and/or administration of federal lands lying adjacent to Grantor's property.

Whereby:

2. Use would be considered to generally mean traffic including pedestrian, light truck, motorcycle, Utility Vehicle (UTV), All-Terrain Vehicle (ATV), and/or snow machine.

Whereby:

3. Snowmobile travel would need prior authorization.

Whereby:

4. The term of this MOU is for a period of _____ years from the date as indicated in paragraph VI. 2., of this document and can be revoked at any time at Grantor's (or

MOU SAMPLE

Grantor's agent) discretion. Extensions may be granted if requested in writing.

Whereby:

5. The terms and conditions of such usage are not all inclusive but are guidelines to the BLM for such usage and can be modified or revised at any time.

Whereby:

6. Notice of entry and periods of usage should be given to Grantor or his/her agent prior to use. An email or a phone call will satisfy this requirement. Access without prior authorization could be grounds to revoke this usage.

Whereby:

7. No usage is allowed that will be destructive or abusive to the property or road.

Whereby:

8. No reckless behavior or activity that would incur liability is allowed.

Whereby:

9. Travel should be avoided during wet conditions that would cause road damage and erosion.

Whereby:

10. Travel should be avoided during big game hunting seasons unless approved by Grantor.

Whereby:

11. Gates should be left locked at all times unless otherwise instructed.

Whereby:

12. No usage is allowed that might be considered an annoyance to the enjoyment of the property. Example, large amounts of dust.

Whereby:

13. The BLM is solely responsible for the repair and cost of any damage or damages which may occur to the road or property resulting from BLM employees' use, and will assist in the filing of any claim for damage under the Federal Tort Claims Act (28 U.S.C. 267).

MOU SAMPLE

Whereby:

14. Purchasers of BLM timber or other contractors engaged in activities on BLM land accessed by this road will be required to obtain separate permissions from Grantor. Those holding a BLM contract will enter into a formal road use agreement with Grantor.

Whereby:

15. Grantor understands the BLM intends to solicit the sale of timber on BLM managed lands and Grantor shall not dictate which vendor shall be awarded a contract nor shall the Grantor reject a negotiated formal road use agreement that has been approved by the Grantor and the BLM prior to the advertisement for the sale of timber.

Whereby:

16. The permission for use via passage through the Grantor's property does not imply or construe any future use or access.

V. PROCEDURES:

1. The BLM agrees to notify Grantor prior to use of roads.
2. Any use beyond the _____ year term shall be requested in writing.

VI. ADMINISTRATION:

1. This MOU does not relate to law enforcement issues or to emergency incident Wildland fire suppression activities.
2. This MOU becomes effective only upon its execution by all parties. The effective date of the MOU is the date of signature of the last of the subscribed parties. This MOU remains in effect until termination by any party upon written notice to the others or the specified time limit expires.
3. This MOU may be amended by mutual written consent of all parties.
4. This MOU constitutes the entire agreement and understanding of the parties hereto with respect to the subject matter contained herein. This MOU represents the totality of the agreement and understanding of the parties and supersedes all prior agreements, understandings, memoranda, or representations between and among all the parties, either oral or written, with respect to such subject matter.
5. The parties to this MOU confirm that they have negotiated this MOU for their mutual benefit. This MOU should not be construed in favor of any subscribed party, but

MOU SAMPLE

should be construed to achieve the intent of the parties.

- 6. This MOU is subject to the laws of the State of Idaho, the laws of the United States, and the delegated authority assigned in each instance. This MOU does not obligate any party to the expenditure of funds or for future payment of money in excess of appropriations authorized by law.
- 7. Specific work projects or activities which involve the transfer of funds, services, or property among the parties to this MOU require the execution of separate agreements or contracts, contingent upon the availability of funds.
- VII. DEFINITIONS. Public lands referred to in this MOU are lands administered by the BLM and include any activity affecting public lands administered by BLM.

VIII. APPROVED:

U.S. BUREAU OF LAND MANAGEMENT
_____ Field Office

[Land Owner Name/Entity Name]

Field Manager

[Name of Authorized Officer of Land Owner/Entity]

Date

Date