

EXAMPLE

ROAD USE AGREEMENT

THIS AGREEMENT, entered into this _____ day of _____, 20____, by and between the [Land owner Name or Entity Name] hereinafter called "Grantor", and [Licensee/Purchaser Name] hereinafter called "Licensee".

WITNESSETH:

WHEREAS, Licensee has acquired from the Bureau of Land Management, hereinafter referred to as Seller, the right to sever and remove certain natural resources under contract or lease, dated ,20____, Number _____, and desires access across the property of Grantor in order to remove said natural resources, and

WHEREAS, Grantor is willing to grant said access subject to the terms and conditions set forth herein,

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. Grantor hereby grants to Licensee a nonexclusive license to use an existing road located in the [Legal Description] and shown on the Exhibit A, which is attached and made apart hereof, or if not constructed, see ITEM 7.
2. If Grantor maintains such road, Licensee agrees to pay its pro rata share of the maintenance expense as determined by the Grantor. Payment for such maintenance expense shall be made as follows: [i.e. Licensee shall maintain the road and helicopter landing site under the terms of the aforesaid timber sale contract.]
Maintenance expense shall include all expenditures reasonably necessary to place the road in a satisfactory condition for log hauling, to keep it in such condition and to reasonably protect the road from winter weather. If Grantor does not maintain such road, Licensee shall maintain it. In such case, third parties authorized to use such road by the Grantor shall be required as a condition of such use to pay to the Licensee their pro rata share of maintenance costs as determined by the Grantor.
3. The Licensee shall comply with the following requirements:
 - a. No timber shall be cut, removed or destroyed on the right-of-way unless Licensee obtains prior written permission from the Grantor for such purpose.
 - b. Licensee shall take adequate protective measures to prevent and suppress forest, brush, and grass fires and shall endeavor with all reasonably available personnel to suppress any fire originating on or threatening the right-of-way. Licensee shall do no burning on or near the right-of-way without a State permit during seasons when permits are required, and shall set no fires on or near the right-of-way that may result in damage to any natural resource or improvement.

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- c. Licensee shall abide by all reasonable regulations posted along the road by the Grantor, provided, however, such regulation shall be uniformly applicable to all users of the road, including Grantor.
4. All of the Licensee's equipment operating upon such road shall be maintained in a good and safe operating condition and shall be operated so as to minimize accident hazards. Licensee shall ascertain that all truck drivers shall have a current driver's or chauffeur's License, whichever is required by State Law.
5. Grantor may suspend the use of such road during periods when the forests they cross are closed by lawful authority. Grantor may also suspend the use of such road when, in its judgment, use would cause excessive damage to road. Any suspension shall be applicable to all users of the road, including Grantor.
6. Licensee shall not construct landings for loading logs or other purposes nor yard logs or stockpile on such road without express written permission from Grantor. Licensee shall not permit slash or other debris from its operation to fill in or close the ditches or culverts of such road or to create a hazard to the users of such road.
7. Grantor also grants to Licensee the right to construct a road, helicopter landings in the following location: N/A
8. Whenever Licensee exercises any rights granted herein in connection with the purchase of timber it shall comply with all applicable laws, rules and regulations of governmental authority relating to logging operations, log hauling and transportation, snag felling, fire prevention, fire suppression and control, and Licensee shall take every reasonable precaution to safeguard timber, immature forest lands and other property of Grantor from fire.
9. Prior to exercising any rights granted herein Licensee shall obtain comprehensive liability insurance covering all operations, including vehicles, of the Licensee under this agreement in amounts not less than the following: (a) bodily injury, \$ _____ for injury or death of any one person; \$ _____ for any one occurrence; and (b) property damage, \$ _____ for any one occurrence. Licensee shall also obtain a performance bond in the amount of \$ _____ in favor of the Grantor conditioned upon faithful performance of the agreement. Such insurance policies and performance bond shall be obtained from approved insurance and bonding companies duly authorized to do business in the State of Idaho; and shall be executed on approved standard forms. Before exercising any of the rights granted herein Licensee shall deliver to Grantor a certificate from the Insurance Company stating that such insurance is in force and that the Insurer will give to Grantor 10 days written notice prior to any cancellation or modification of such insurance, together with evidence that all automotive equipment to be used under this License by Licensee is covered by such insurance. [AMOUNT OR NO BOND REQUIRED]

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10. Within six months after Licensee has ceased to use a road or right-of-way under the authority of this Agreement, Licensee shall clean up and remove from such road or right-of-way all debris, refuse and waste material which may have resulted from Licensee's use or operations, and shall repair any damage to the road resulting directly or indirectly from Licensee's use or operations; Provided, however, that when Grantor is performing the maintenance of such road Licensee shall not be required to repair any damage resulting from normal use of the road for the removal of forest products; Provided, further, that when Licensee is performing the maintenance the road shall be left in as good condition as when Licensee first began to maintain it.
11. When using or constructing any road or road segment under the authority of this Agreement, Licensee shall save and hold harmless Grantor and its employees from every claim, cost, damage or expense of any kind or nature arising or growing out of any negligent or wrongful act or omission of Licensee, its employees or agents.
12. If default shall be made by Licensee in the performance of any of the obligations hereunder and such default shall continue for a period of 60 days after written notice, Grantor may terminate this agreement by giving written notice thereof to Licensee; Provided, however, that if, as a result of a default, an emergency is created which may endanger Grantor's timber, roads or property, Grantor may immediately suspend all rights granted herein during the period of default by giving written notice thereof to Licensee. Copies of written notices referred to above shall be sent to the Seller in the aforesaid sale contract or lease agreement. The election of Grantor of the remedies provided for herein shall be without prejudice to its right to institute legal or equitable proceedings against Licensee to obtain such other relief as may be available.
13. Unless sooner terminated in accordance with paragraph 12, the term of this Agreement shall be from the date hereof until the termination of the aforesaid sale contract or lease agreement.
14. The rights granted hereunder are not assignable unless the written consent of Grantor is first obtained.
15. It is specifically agreed and understood that the Seller will be responsible for administration and enforcement of the terms of this agreement. A copy of any notice under the agreement shall be sent to the Grantor.
16. The Licensee shall make payments to Grantor, the owner of the right-of-way roads for maintenance and surface replacement of the roads if they are surfaced at the time of hauling at the following rates:

Road <u>Miles</u>	Surface Replacement <u>\$/ton/mile</u>	Estimated <u>Tons</u>
X.XX	0.XX	XX,XXX

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- 17. The Licensee shall make payments to Grantor, the owner of the right-of-way roads for maintenance and surface replacement of the roads if they are non-surfaced at the time of hauling at the following rates:

<u>Road</u> <u>Miles</u>	<u>Surface Replacement</u> <u>\$/mbf/mile</u>	<u>Estimated</u> <u>Tons</u>
X.XX	0.XX	XX,XXX

- 18. Licensee may clear brush and fell any timber within subject right-of-way and remove danger trees designated by Sellers Authorized Officer’s Representative adjacent to the right-of-way for construction, operation and maintenance of a road. Prior to the cutting or removal of any timber from the road right-of-way the Licensee shall pay the Grantor, the owner of the right-of-way timber, the total value of that timber, as shown below, based upon the indicated estimated volume and species price per unit used in the Government’s contract.

Species	Estimated Volume	Value/ MBF	Estimated Volume (Tons)	Value/Ton	Estimated Value
DF	X MBF	XX.XX	X	X	X
GF	X MBF	XX.XX	X	X	X
PP	X MBF	XX.XX	X	X	X
TOTAL					XXX.XX

* VALUES WILL CHANGE IN RELATION TO THE ACTUAL BID VALUE FOR THE SPECIES AND REPRESENT DELIVERED LOG PRICES

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IN WITNESS WHEREOF, the parties have executed this Agreement in triplicate on the day and year first above written.

LICENSEE

By _____

Title _____

GRANTOR

By _____

Title _____

SELLER

By _____

Title _____