REVOCABLE ROAD USE PERMIT

PERMIT NO. \_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_TRIBE

Permission is hereby granted to the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereinafter referred to as the Grantee, to use and maintain an access road across the following described land:  Those portions of Allotment XXX located in Section XX, Township XX North, Range X West, \_\_\_\_\_\_\_\_\_\_ Meridian, \_\_\_\_\_\_\_\_\_ County, *State* and as shown on the attached map.

The permission is herein granted by the Owners of Allotment XXX, hereinafter referred to as the Grantor, and the use of this road is subject to the following terms and conditions:

1. This permit shall expire on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ except that it may be terminated or suspended upon breach of any of the conditions herein, upon change of ownership of the lands described herein, upon mutual consent of the parties to the permit, or upon thirty (30) days written notice by either of the parties to the permit.

1. The BIA Timber Sale Contract shall require the purchaser to comply with the terms and conditions of this permit, and violation of these conditions on the part of the purchaser shall be handled as a contract violation subject to penalty.

1. No trees shall be cut or other products removed from the lands described above.

1. No new road construction will be allowed on the above-described lands. No logs may be decked on the above-described lands.

1. All equipment must be washed before entering the area to prevent spread of noxious weeds.

1. The grantee may allow designated individuals, contractors or subcontractors the use of this road in conjunction with the transport of forest related materials, provided they abide by all stipulations within this permit.  The grantee is responsible for the actions or inactions of any such designated individuals, contractors or subcontractors.

1. Any damage to roads caused by the exercise of privileges granted by this permit shall be fully repaired by the Grantee.  Such repairs shall include, but not be limited to, water barriers and leadoff drainages constructed to prevent or mitigate erosion.  This work shall be required at the termination of any activity which damages the road surface or removes existing water barriers.

1. Road segments that are less than 5% grade will be bladed smooth before equipment is removed from the area. Where needed, rolling dips will be installed with drainage outlets. All activities including but not limited to movement and washing of equipment, grass seeding, and road maintenance will be inspected and approved by the Tribal Forest Manager.

1. The Grantee shall provide and spread an approved grass seed mixture after final road maintenance.

1. The Grantee will do everything reasonably within its power to prevent wildfires on the above-described land. The Grantee shall pay, on demand, for all damages caused by fires or otherwise sustained by reasons of the use or occupancy of the above-described lands.

1. This Permit shall in no way be construed to mean that said road will be open to the public, or that the Grantor gives the Grantee exclusive use of the road.

1. At the termination of this Permit, unless extended in writing, all rights hereby granted shall cease without notice or action on the part of either the Grantee or the Grantor, and exclusive use and possession of said road shall rest with the Grantor.

1. The Grantee shall be liable for injury or damage to any person or property incidental to, or that may arise during and in consequence of the Grantee's use, presence, operation, and maintenance of roads.

1. The Grantor reserves to themself, their successors and assignees, the right to cross and re-cross the land covered by this permit and any road thereon, at any point and for any and all purposes.

  The parties mutually agree to the privileges granted and stipulations as set forth in this permit.

Grantor: Owners Name (#)

PO Box XXX

*City, State, Zip*

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*Name/Date*

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature

Bureau of Indian Affairs

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_               \_\_\_\_\_\_\_\_\_\_\_\_\_

Approving Officer, \_\_\_\_\_\_\_\_\_\_\_\_\_\_ Agency                           Date