**RECIPROCAL ROAD USE AGREEMENT**

BETWEEN THE JELD-WEN RANCH AND TIMBER COMPANY

FORT BIDWELL INDIAN COMMUNITY COUNCIL

 AND THE

BUREAU OF INDIAN AFFAIRS, PACIFIC REGIONAL OFFICE

Authority:

Pursuant to 25 CFR §163, with consent of the beneficial Indian owners, the Secretary of Interior has authority to issue Revocable Road Use and Construction Permits to users for the purpose of removing forest products.  Authority to issue said permits has been delegated to the Bureau of Indian Affairs, Pacific Regional Director.

Background

The Jeld-Wen Ranch and Timber Company, hereinafter referred to as Jeld-Wen, own two parcels of land adjacent to the Fort Bidwell Indian Reservation.  The Fort Bidwell Tribe, hereinafter referred to as the Tribe, and Jeld-Wen actively manage their forest lands.  Jeld-Wen and the Tribe desire to enter into a Reciprocal Road Use Agreement to authorize both Jeld-Wen and the Tribe to utilize the other’s roads for the sole purpose of removing forest products.  Use would be restricted to existing roads designated herein and in accordance with the terms of agreement.

Terms of Agreement:

1.  The Parties to this agreement are Jeld-Wen, the Tribe, and the Bureau of Indian Affairs, herein jointly referred to as the Parties.

2.  The Parties agree to use designated roadways for purposes of ingress and egress for the removal of forest products only.  Use for this purpose will be restricted to the Parties’ employees, invitees, and authorized agents or contractors.

3.  Each Party will take measures to abate dust throughout the duration of log hauling.  Each Party will maintain the other Parties roads to at least their original condition, and agree to fill, grade, repair, rebuild and restore all damage to the roadway together with culverts, cattle guards, cuts, ramps, shoulders, bridges, and other improvements as may be necessary, caused by reason of their use.

4.  A Party shall provide 30 days notification to the other party, prior to beginning haul.  Notification shall at minimum include a map of the proposed haul route, the estimated haul start and end date, estimated volume to be hauled, log brand or other identifiers to be used, and proposed dust abatement measures.

5.  It is understood and agreed that the grants covered by this Agreement are on a permissive basis and are not assignable.  No proprietary or leasehold interest is granted or implied from one Party to another.  This is a short-term agreement, terminable and revocable at any time by ten (10) days written notice to the other Parties.

6. It is further understood and agreed that the Parties shall indemnify and hold the other parties harmless and waive all claims for any such loss, for 1) injury or death to any of their employees, agents, contractors, or third persons caused during or as a result of use of the other parties property, or 2) any damage to property of the Party, their employees, agents, or contractors, or third persons caused during or as a result of use of the other parties property.

7.  This Agreement shall become effective on the date of approval by all three Parties as indicated by signature of their authorized representative below and shall continue effective for a period of five (5) years.  The Agreement shall terminate upon breach of any of the conditions stated herein, and in any event, shall expire five (5) years from date of approval.

8. See Map, Attachment A.

Jeld-Wen Ranch and Timber Company:

(Name, Title)

P.O. Box 5079

Klamath Falls, OR  97601

Fort Bidwell Indian Community Council:

(Name, Chairperson)

Fort Bidwell Indian Community Council

P.O. Box

Fort Bidwell, CA 96112

Bureau of Indian Affairs:

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(Approving Officer, Agency)  Approval Date

Bureau of Indian Affairs

2800 Cottage Way

Sacramento, CA  95825