

RECIPROCAL ACCESS AGREEMENT

[Landowner]
and
USDA Forest Service
____ National Forest

____ Road, No. ____

WHEREAS, _____ [Landowner's Name] ("_____" or Landowner) desires to ensure legal access to _____'s private lands in the _____ area of the _____ National Forest by securing a road easement across National Forest System (NFS) lands in section __, T __, R __, PMM [or appropriate meridian], _____ County, [State], as depicted on the map attached as Exhibit A;

WHEREAS, the USDA Forest Service - _____ National Forest (United States or Forest Service) desires to ensure legal public access to the NFS lands in the _____ area of the _____ National Forest by securing a road [or trail] easement across _____'s lands in section __, T __, R __, PMM, _____ County, [State], as depicted on the map attached as Exhibit A;

WHEREAS, the authority to implement this Reciprocal Access Agreement is the Federal Land Management and Policy Act (FLPMA, P.L. 94-579), 36 CFR 251.63, and other applicable federal regulations and laws.

WHEREAS, the purpose of this Reciprocal Access Agreement (Agreement) is to document the mutual understanding and agreement of both parties (Parties) prior to completing the required environmental analysis, title review, right-of-way survey and exhibits, and other due diligence associated with the granting and recording of the road easements.

NOW THEREFORE, it is mutually understood and agreed as follows:

1. The Parties intend to convey to each other legal access to their respective lands through the reciprocal grant of easements as identified in this Agreement, contingent upon the due diligence requirements.
2. The Parties agree that the reciprocal easements are substantially similar in value.
3. In consideration of the benefits of the access being acquired from _____, the Forest Service will waive the fees normally required for the grant of an easement. Likewise, _____ will grant an easement without charge or compensation in consideration of the reciprocal easement to be acquired from the Forest Service.

4. Reciprocal Easements:

- A. The Forest Service agrees to grant, and _____ agrees to accept, a Forest Road [or Private Road if the road is not a National Forest System road] easement issued under the authority of the Federal Land Policy and Management Act of 1976 (FLPMA, P.L. 94-579, 10/21/1976), for private use of _____ Road No. ___ across approximately _____ feet/miles of NFS lands. The easement will be substantially in the form and content of the attached Exhibit B.
- B. In reciprocity, _____ agrees to grant to the United States, and the Forest Service agrees to accept, a perpetual USDA road easement on _____ Road No. _____ across approximately _____ feet/miles of private lands. The easement will be substantially in the form and content of the attached Exhibit C.

5. The Forest Service will:

- A. Complete the environmental analysis process as required under the National Environmental Policy Act of 1969 (NEPA, P.L. 91-190, 01/01/1970) and related laws and regulations.
- B. Conduct the necessary inspections to acquire the easement across private lands, including an environmental (hazmat) site assessment.
- C. Obtain and review title information regarding the private lands and work with the landowner to clear any title defects.
- D. Prepare and provide the documents, surveys, and exhibits suitable for recording.

6. The Landowner will:

- A. Authorize the Forest Service and its contractors to enter upon the private property and will assist them in completing the activities associated with this Agreement.
- B. Provide any available information regarding hazmat conditions on the affected private and NFS lands.
- C. Assist the Forest Service and the title company with any needed title clearing actions [and pay for the title commitment and title insurance for the easement across the private lands]. [This payment can be negotiated; both parties may share or either party may pay all.]
- D. Review the easements and exhibits prepared by the Forest Service prior to recordation.

7. Miscellaneous Provisions:

- A. Non-Binding. This Agreement is non-binding and represents the Parties' good faith efforts to grant reciprocal easements subject to the availability of funds and the completion and acceptance of the due diligence requirements. Prior to the grant of easements, no action taken shall create or establish any contractual or other obligations against the Landowner or the United States.
- B. Modification. Modifications within the scope of the Agreement may be made by mutual consent of the Parties by the issuance of a written modification signed and dated by the Parties prior to any changes being performed.
- C. Termination. Either party may terminate this Agreement upon written notification to the other party. In the event this Agreement is terminated prior to completion of all items included in this Agreement, each party will bear any costs they have incurred and the other party will not be liable for such costs.

IN WITNESS WHEREOF the Parties have executed this Agreement by authorized individuals and it is effective upon the date of the last signature.

LANDOWNER

 [Name]
 [Title if appropriate]

 Date

USDA FOREST SERVICE

 [Name]
 Forest Supervisor
 _____ National Forest, Northern Region

 Date

ENCLOSURES:

- Exhibit A – Map identifying the reciprocal road easements in the _____ area
- Exhibit B – Sample FLPMA Forest [or Private] Road Easement (USA to Landowner)
- Exhibit C – Sample Road Easement (Landowner to USA)