

Appendix II-U-1  
INDIANA DEPARTMENT OF NATURAL RESOURCES  
DIVISION OF FORESTRY

Letter of Agreement For Temporary Use of  
State Forest Land For The Purposes of Ingress and Egress

The Department of Natural Resources, Division of Forestry, an agency of the STATE OF INDIANA, does hereby grant unto \_\_\_\_\_, (Print Name of Company/Individual Requesting Access) hereinafter referred to as the Permittee, permission to use, maintain, and repair a/an \_\_\_\_\_ (Specify as: Access Road, Yard, Skid Trail, etc.) to be used for \_\_\_ (Specify Purpose; Removal of Timber, Temporary Access, etc.) in, over, upon, through an area of approximately \_\_\_ (Specify size in acres, lineal feet, etc.) in the \_\_\_ of Section \_\_, T- \_\_, R- \_\_, of \_\_\_ County, Indiana in \_\_\_ State Forest.

The property may be further described as Compartment \_\_, Tract \_\_, and as shown on attached map.

I. General Provisions

- (1) Ingress and egress is granted to the above Permittee upon the following special conditions:
- (2) The Permittee shall notify the property manager three (3) days prior to the date of the ingress or egress herein granted and three (3) days prior to the date of completion.
- (3) Unless an extension of time is agreed upon in writing between the property manager and the Permittee, all ingress and egress privileges shall begin no sooner than the \_\_\_ day of the month of \_\_, \_\_, and terminate as of the \_ day of the month of \_\_, \_\_.
- (4) The Permittee shall relinquish a deposit in the amount of \$ \_\_\_ to be held until the permit is satisfactorily completed to ensure compliance with the permit provisions, and cover any damage and/or close out costs.
- (5) The Permittee shall use only the area designated by the property manager and shall not cut/clear or damage any trees on state property without prior approval from the property manager.
- (6) Logging debris (including tops, limbs, and parts of logs) shall not be left on the State's premises without prior approval from the property manager at any time

during or after the period designated under this agreement.

- (7) Permittee shall not assign the whole or any part of this agreement without the State's prior written consent. The Permittee binds his successors, executors, administrators, and assignees to all covenants of this agreement.
- (8) Upon termination of the terms of this agreement, the Permittee shall restore the area designated herein to a condition equal to or better than its condition prior to the beginning of Permittee's activities.
- (9) The Permittee's privilege of ingress or egress may be restricted when or where wet conditions are present or when unreasonable rutting or erosion would occur as determined by the property manager.
- (10) Reasonable care will be exercised by the Permittee to prevent the starting and spread of fire.
- (11) Any damage or destruction to private or public improvements occasioned by or in the exercise of this agreement shall be the sole responsibility of the Permittee.
- (12) Before termination of this agreement, the Permittee will construct water bars and other Best Management Practices on log roads, skid trails, landings where needed to prevent unreasonable erosion or as determined by the property manager.
- (13) All trash generated by the Permittee's activities shall be removed from the premises by the Permittee on a daily basis.
- (14) Specific plantings, streams, special trees, wildlife areas, or other special areas identified by the property manager below as areas not to be disturbed shall remain unmolested by the Permittee:
- (15) The Permittee shall comply with the guidelines in Logging and Forestry BMP's for Water Quality in Indiana Field Guide, unless otherwise specified by the Department of Natural Resources, Division of Forestry.

II. The Permittee hereby agrees to protect, indemnify, and save harmless the State of Indiana from any and all liability for personal injuries, death and/or property damage suffered or incurred by any person in connection with the Permittee's performance of this agreement. The Permittee shall carry Workers Compensation and Liability Insurance as required by State and Federal Law.

III. The Permittee further agrees as follows:

- (1) All modifications of this contract will be reduced to writing, dated, signed and witnessed, and will be attached to this instrument.
- (2) Failure to comply with any conditions or terms of this instrument shall result in a loss of the privileges of ingress and egress herein contained, upon written or verbal notice by the property manager.
- (3) The State will in good faith perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5-1 et seq., IC 34-54-8-1 et seq., IC 34-54-8-3 et seq., IC 34-54-8-5 et seq., and IC 34-13-1-1 et seq.
- (4) The Permittee agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment of any state or federal statute or the promulgation of regulations thereunder after execution of this instrument shall be reviewed by the State and the Permittee to determine whether the provisions of the instrument require formal amendment.
- (5) This instrument shall be construed in accordance with and governed by the laws of the State of Indiana and suit, if any, must be brought in the State of Indiana.
- (6) The Permittee agrees to indemnify, defend, and hold harmless the State of Indiana and its agents, officers, and employees from all claims and suits including court costs, attorney's fees, and other expenses caused by any act or omission of the Permittee and/or its subcontractors, if any. The State shall not provide such indemnification to the Permittee.
- (7) No right conferred on either party under this agreement shall be deemed waived and no breach of this agreement excused, unless such waiver or excuse shall be in writing and signed by the party claimed to have waived such right.
- (8) Notices: Any notice required or permitted to be given under this instrument shall be deemed to have been received by the respective parties if hand delivered or properly addressed with first class postage prepaid to the following address:

Grantor: (Print Property Manager's Name and Address)

Permittee: (Print Name and Address)

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- IV. The undersigned attests under penalties of perjury that he is the agreeing party, or that he is the representative, agent, member or officer of the agreeing party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, to the best of his knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of this instrument other than that which appears upon the face of the instrument.
  
- V. The parties having read and understand the foregoing terms of the instrument do by their respective signatures and date below hereby agree to the terms thereof.

IN WITNESS WHEREOF, the parties have executed this agreement.

Name of Applicant;

\_\_\_\_\_  
Company Name

(signed) \_\_\_\_\_

Print Name:

Title:

Company Representative

Timber Buyer License Number:

STATE OF INDIANA, \_\_\_\_\_ County, SS:

Before me, the undersigned Notary Public in and for said County, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ came \_\_\_\_\_, Representative of \_\_\_\_\_ and acknowledged the execution of the foregoing instrument.

Name of Notary Public;

\_\_\_\_\_

(Print Name)

\_\_\_\_\_

(Signature)

Expiration of Commission: \_\_\_\_\_

County of Residence: \_\_\_\_\_

IDNR, Division of Forestry Authorization;

\_\_\_\_\_

John R. Seifert, State Forester

Date