

----- Forwarded Message -----

From: Scheid, Steve -FS <sscheid@fs.fed.us>
To: "dcr628@yahoo.com" <dcr628@yahoo.com>
Sent: Thursday, March 15, 2012 at 04:29:56 PM MDT
Subject: RE: correct special use permit

Here you go.

From: dave robinson [mailto:dcr628@yahoo.com]
Sent: Thursday, March 15, 2012 1:48 PM
To: Scheid, Steve -FS
Cc: Kahlow, Catherine -FS
Subject: Re: correct special use permit

thanks for this steve.

i have not had time to review, but wayne called and said it appears the added text rolled over on pages 4 and 5. he would like copies of those as well.

even if they were not affected, can you please send those pages to me so wayne knows he has the complete set? thanks and sorry for inconvenience.

dave

From: "Scheid, Steve -FS" <sscheid@fs.fed.us>
To: dave robinson <dcr628@yahoo.com>
Cc: "Kahlow, Catherine -FS" <ckahlow@fs.fed.us>; "Scheid, Steve -FS" <sscheid@fs.fed.us>
Sent: Thursday, March 15, 2012 7:36 AM
Subject: RE: correct special use permit

Dave, thanks for the reminder – I got sidetracked this week. I am attaching a scanned copy of the permit pages that were revised. Also attaching a copy of the O & M plan that I revised based on our meeting – couldn't remember if I cc'd you on this. - Steve

From: dave robinson [mailto:dcr628@yahoo.com]

Sent: Wednesday, March 14, 2012 7:45 PM
To: Scheid, Steve -FS; WAYNE CRAWFORD
Subject: correct special use permit

steve, sorry to pester you. i think the only thing we are waiting for from you is the updated special use permit with the minor changes. thanks

dave

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Auth ID: SLC505005
Contact ID: CARDIFF CANYON OWNERS ASSOC
Expiration Date: 05/31/2015
Use Code: 753

FS-2700-4b (10/09)
OMB No. 0596-0082

**U.S. DEPARTMENT OF AGRICULTURE
FOREST SERVICE**

**FOREST ROAD SPECIAL USE PERMIT
AUTHORITY:**

FEDERAL LAND POLICY AND MGMT ACT, AS AMENDED October 21, 1976

CARDIFF CANYON OWNERS ASSOCIATION, C/O WAYNE CRAWFORD, 9503 HUNTS END DRIVE, SANDY, UT 84092, (hereafter called the holder), is hereby authorized to use the following described National Forest Development Road within the Uinta-Wasatch-Cache National Forest for the following purposes:

Provide year round motorized access over National Forest System land to private land, owned by members of the Cardiff Canyon Owners Association (CCOA), the permit holder, located in upper Mill D South Fork drainage via former Forest Road (FR) #019 (also known as the Cardiff Fork Road). Forest road #019 crosses four non-contiguous segments of National Forest System (NFS) lands, between intervening private lands, located in T2S, R3E, Sections 18, 19, 30, & NW 1/4 NE 1/4 of Sec. 31, as shown on the attached map, **Exhibit A**. The designated route authorized by this permit on NFS lands is along FR #019 only and the corridor will be 14 feet wide x 2.82 miles in length, occupying 4.79 acres of NFS land.

Motorized travel by the authorized holder(s) is for the sole purpose of non-commercial ingress and egress to the CCOA private property. Motorized use off the permitted Forest Road #019 onto NFS land is not allowed. Motorized winter access, usually early November to May or mid June, is over the snow (osv) and limited to use of snowmobiles or snowcats. Summer access is via the dirt road. Motorized travel by the permittee is for the sole purpose of non-commercial ingress and egress to their private property. Motorized use off the permitted Forest Road # 019 onto NFS land is not allowed. Summer motor vehicles use is limited to vehicles, not to exceed 10,000 GVW, such as standard 4x4 vehicles or ATV's. For resource protection, there may be periods in the fall and spring, when use of the road is not suitable for travel by any motor vehicles (snow, wheeled or track vehicles). In such circumstances the Authorized Officer will advise the Holder(s) with advance notification of the need to restrain use of the road until conditions of the road improve. This permit does not authorize plowing of snow from the road.

An Operation and Maintenance (O&M) Plan, attached hereto as **Exhibit B**, will be incorporated into this permit. The O&M Plan will be updated annually to list (**Exhibit C**) the appropriate private land owners and immediate family members that will be authorized motorized access. The O&M Plan may also be updated annually if changes to the road operation and maintenance requirements necessitate a change to address resource conditions or public health and safety. The O&M Plan must be approved by the Forest Service.

The permit holder(s) agree to provide the Forest Service administrative access and non-motorized public access over identified roads and trails on CCOA members private land for ingress and egress to adjacent NFS land, as a condition for waiving the land use fee. The land use fee waiver will be established based on equal value of the linear distances granted by the Forest Service and the road and trail distances to be granted from CCOA members. Additionally, a Temporary Road/Trail Use Permit will be developed and signed by the permit holder and the Forest Service that will address terms and conditions of that permit for administrative and public access. As per this reciprocal agreement, the permit holder will grant access to the Forest Service and non-motorized access to the public across CCOA members private property for ingress and egress to NFS lands for a 3 year trial period. The Forest Service will offset annual fees for the value of the administrative and public access authorization granted by CCOA members.

The road covered by this permit (FR# 019, Cardiff Fork Road), is located in the County of Salt Lake, State of Utah, and is shown on the attached map and identified as follows: Sec. 18, 19, 30 & NW 1/4 NE 1/4 of Sec. 31, T. 2 S., R. 3 E., SALT LAKE MERIDIAN. This permit authorizes use of approximately 2.82 miles of road.

This permit is made subject to the following terms, provisions, and conditions:

1. This permit is subject to all existing easements and valid rights existing on this date.
2. Holder shall comply with applicable Federal or State law and shall comply with State standards for public health and safety, environmental protection, and siting construction, operation, and maintenance if those standards are more stringent than applicable Federal standards.
3. The holder shall cut no timber except as authorized by construction stipulations or maintenance agreements.
4. Holder shall pay the United States for all injury, loss, or damage, including fire suppression costs, in accordance with

Federal and State laws and regulations.

5. Holder shall indemnify the United States for any and all injury, loss, or damage, including fire suppression costs the United States may suffer as a result of claims, demands, losses, or judgments caused by the holder's use or occupancy under this permit.

6. Holder shall pay annually in advance a sum determined by the Forest Service to be the fair market value of the use authorized by this permit. The initial payment is set at **(WAIVED)** for the remainder of the calendar year. Payments for each subsequent calendar year shall be the amount of **(WAIVED)** adjusted using the Implicit Price Deflator-Gross National Product index (IPD-GNP), or other factor selected by the Forest Service, to reflect more nearly the current fair market value of the use. At intervals to be determined by certain changes in the indexes used to establish the linear rights-of-way fee schedule, the fee shall be reviewed and adjusted as necessary to assure that it is commensurate with the value of the rights and privileges authorized. In addition to the annual payment, the holder shall pay its proportionate share of road costs prior to using the road for commercial use. Failure of the holder to pay the annual payment, late charges, or other fees or charges shall cause the permit to terminate.

7. Late Payment Interest, Administrative Costs and Penalties. Pursuant to 31 U.S.C. 3717, et seq., interest shall be charged on any fee amount not paid within 30 days from the date the fee or fee calculation financial statement specified in this authorization becomes due. The rate of interest assessed shall be the higher of the rate of the current value of funds to the U.S. Treasury (i.e., Treasury tax and loan account rate), as prescribed and published by the Secretary of the Treasury in the Federal Register and the Treasury Fiscal Requirements Manual Bulletins annually or quarterly or at the Prompt Payment Act rate. Interest on the principal shall accrue from the date the fee or fee calculation financial statement is due.

In the event the account becomes delinquent, administrative costs to cover processing and handling of the delinquency will be assessed.

A penalty of 6 percent per annum shall be assessed on the total amount delinquent in excess of 90 days and shall accrue from the same date on which interest charges begin to accrue.

Payments will be credited on the date received by the designated collection officer or deposit location. If the due date for the fee or fee calculation statement falls on a non-workday, the charges shall not apply until the close of business on the next workday.

Disputed fees are due and payable by the due date. No appeal of fees will be considered by the Forest Service without full payment of the disputed amount. Adjustments, if necessary, will be made in accordance with settlement terms or the appeal decision.

If the fees become delinquent, the Forest Service will:

Liquidate any security or collateral provided by the authorization.

If no security or collateral is provided, the authorization will terminate and the holder will be responsible for delinquent fees as well as any other costs of restoring the site to its original condition including hazardous waste cleanup.

Upon termination or revocation of the authorization, delinquent fees and other charges associated with the authorization will be subject to all rights and remedies afforded the United States pursuant to 31 U.S.C. 3711 et seq. Delinquencies may be subject to any or all of the following conditions:

Administrative offset of payments due the holder from the Forest Service.

Delinquencies in excess of 60 days shall be referred to United States Department of Treasury for appropriate collection action as provided by 31 U.S.C. 3711 (g), (1).

The Secretary of the Treasury may offset an amount due the debtor for any delinquency as provided by 31 U.S.C. 3720, et seq.)

8. Holder shall pay the Forest Service for its share of maintenance cost or perform maintenance, as determined by the Forest Service for all commercial use of the road. The maintenance obligation of the holder shall be proportionate to total use and commensurate with its use. Any maintenance to be performed by the holder shall be authorized by and shall be performed in accordance with an approved maintenance plan. In the event the road requires maintenance, restoration, or reconstruction work to accommodate the holder's needs, the Forest Service shall authorize the work required in the same

manner as provided herein for maintenance or in clause 10 for reconstruction. The holder shall perform such work at its own expense.

9. The exercise of the use permitted shall be subordinate to any easement on said road subsequently granted by the United States to a public road agency for operation as a public highway.

10. Any construction or reconstruction of the road shall be in accordance with plans, specifications, and written stipulations approved by the Forest Service prior to beginning such construction or reconstruction.

11. The United States shall have unrestricted use of the road and right-of-way for all purposes deemed necessary or desirable in connection with the protection, administration, management, and utilization of Federal lands or resources, and it shall have the right alone to extend rights and privileges for use of the right-of-way and road thereon to States and local subdivisions thereof and to other users including members of the public, except users of land or resources owned or controlled by the holder. The Forest Service shall control such use to avoid unreasonable interference with use of the road by the holder.

12. The Forest Service may relocate the road to the extent necessary to accommodate the management needs of the National Forests.

13. This permit may be terminated or suspended upon breach of any of the conditions herein, or revoked at the discretion of the Regional Forester.

14. Unless sooner terminated, or revoked by the Regional Forester, this permit shall **expire and terminate on 05/31/2015**. At that time, if the holder still needs the road for the purposes for which this permit is granted, the permit will be reissued for a period of 7 years (or the estimated remaining life of the project, whichever is less). At the time of re-issuance, the terms and conditions may be modified and new conditions or stipulations added at the discretion of the Forest Service.

15. **Nonexclusive Use and Public Access.** Unless expressly provided for in additional terms, use of the permit area is not exclusive. The Forest Service reserves the right to use or allow others to use any part of the permit area, including roads, for any purpose, provided, such use does not materially interfere with the holder's authorized use. A final determination of conflicting uses is reserved to the Forest Service.

16. **Forest Service Right of Entry and Inspection.** The Forest Service has the right of unrestricted access of the permitted area or facility to ensure compliance with laws, regulations, and ordinances and the terms and condition of this permit.

17. **Liability.** For purposes of this section, "holder" includes the holder's heirs, assigns, agents, employees, and contractors.

A. The holder assumes all risk of loss to the authorized improvements.

B. The holder shall indemnify, defend, and hold the United States harmless for any violations incurred under any such laws and regulations or for judgments, claims, or demands assessed against the United States in connection with the holder's use or occupancy of the property. The holder's indemnification of the United States shall include any loss by personal injury, loss of life or damage to property in connection with the occupancy or use of the property during the term of this permit. Indemnification shall include, but is not limited to, the value of resources damaged or destroyed; the costs of restoration, cleanup, or other mitigation; fire suppression or other types of abatement costs; third party claims and judgments; and all administrative, interest, and other legal costs. This paragraph shall survive the termination or revocation of this authorization, regardless of cause.

C. The holder has an affirmative duty to protect from damage the land, property, and interests of the United States.

D. In the event of any breach of the conditions of this authorization by the holder, the authorized officer may, on reasonable notice, cure the breach for the account at the expense of the holder. If the Forest Service at any time pays any sum of money or does any act which will require payment of money, or incurs any expense, including reasonable attorney's fees, in instituting, prosecuting, and/or defending any action or proceeding to enforce the United States rights hereunder, the sum or sums so paid by the United States, with all interests, costs and damages shall, at the election of the Forest Service, be deemed to be additional fees hereunder and shall be due from the holder to the Forest Service on the first day of the month following such election.

E. With respect to roads, the holder shall be proportionally liable for damages to all roads and trails of the United States open to public use caused by the holder's use to the same extent as provided above, except that liability shall not include reasonable and ordinary wear and tear.

F. The Forest Service has no duty to inspect the permit area or to warn of hazards and, if the Forest Service does inspect the permit area, it shall incur no additional duty nor liability for identified or non-identified hazards. This covenant may be enforced by the United States in a court of competent jurisdiction.

18. Members of Congress. No Member of or Delegate to Congress or Resident Commissioner shall benefit from this permit either directly or indirectly, except when the authorized use provides a general benefit to a corporation.

19. Appeals and Remedies. Any discretionary decisions or determinations by the authorized officer are subject to the appeal regulations at 36 CFR 251, Subpart C, or revisions thereto.

20. Assignability. This authorization is not assignable or transferable. If Holder, through death, voluntary transfer, enforcement of contract, foreclosure, or other valid legal proceeding shall cease to be owner of the above described real property accessed by the authorized road, this authorization shall terminate.

21. Superior Clauses. In the event of any conflict between any of the preceding printed clauses or any provision thereof and any of the following clauses or any provision thereof, the preceding printed clauses shall control.

22. Fees - Exemptions and Waivers (A-10). The use or occupancy authorized by this permit is exempt from a land use fee or the land use fee has been **waived** in full pursuant to 36 CFR 251.57 and Forest Service Handbook 2709.11, chapter 30. Every 5 years, the authorized officer shall review the criteria for a land use fee waiver, and if they no longer apply, shall charge the full land use fee.

23. Operating Plan (C8). The holder shall provide an Operating Plan and **revise the plan annually**. The plan shall be prepared in consultation with the authorized officer or designated representative and cover operation and maintenance of facilities, dates or season of operations, and other information required by the authorized officer to manage and evaluate the occupation and/or use of National Forest System lands. The provisions of the Operating Plan and the annual revisions shall become a part of this authorization and shall be submitted by the holder and approved by the authorized officer or their designated representative(s). This Operating Plan is hereby made a part of the authorization.

24. Secondary Use (G1).

1. All construction or reconstruction of the road shall be in accordance with plans, specifications, and written stipulations previously approved by the authorized officer.

2. Only the authorized officer may extend rights and privileges for use of the road constructed on the premises to other non-Federal users on the condition that such users shall pay a fair share of the current replacement cost less depreciation of the road and any reconstruction costs necessary to accommodate its use.

3. The Forest Service retains the right to occupy and use the right-of-way. It also may issue other uses including rights-of-way, on and through the authorized area, provided that the occupancy and use does not unreasonably interfere with the rights granted herein.

25. Superseded Permit (X-18). This permit supersedes 5 special use permits designated : Judd & Scott Mackintosh (SLC505001); Kevin Tolton (SLC505801); Verl Buxton (SLC505003); Roy Hockin (SLC505004); and Harvey Hansen (SLC505002).

26. Advise Authorized Officer (X88). Before actively initiating work under this authorization, the holder or holder's representative shall advise the authorized officer of the date upon which active field work will be initiated. Approval for the work shall be issued in writing by the authorized officer. The approval shall list local restrictions pertaining to fire hazard, off-road vehicles, camp locations, etc.

In Witness Whereof, the parties hereto have caused this permit to be duly executed on this day of _____, 2012.

Holder

USDA - Forest Service

By: _____
CARDIFF CANYON OWNERS ASSOCIATION
President
WAYNE CRAWFORD

By: _____
CATHERINE H. KAHLOW
Salt Lake District Ranger
Uinta-Wasatch-Cache National Forest

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