

## **RECIPROCAL ACCESS AGREEMENT**

Cardiff Canyon Owners Association (CCOA) of 9503 Hunts End Drive Sandy, Utah 84092, herein after called **Grantor**, grants to the **United States of America**, acting through the Forest Service, U.S. Department of Agriculture, hereinafter called **Grantee**, a temporary permit to occupy and use the following described lands in the County of Salt Lake, State of Utah:

**TOWNSHIP 2 SOUTH, RANGE 3 EAST, SALT LAKE MERIDIAN, UTAH**

**Sections 18, 19, 30 & 31**

**CARDIFF FORK ROAD, also known as MILL D. SOUTH FORK ROAD, NO. 019, and associated spur trails as identified in Exhibit A**

This permit authorizes Forest Service administrative use and public non-motorized use of an existing road and trails across private lands owned by Grantor. The right-of-way for such authorized road use is an estimated 8,361 feet in length, 14.0 feet in width, 7.0 feet on each side of the centerline. The right-of-way for such authorized trail use is an estimated 2,451 feet in length, 4 Feet in width, 2 feet on each side of the centerline, containing approximately 2.92 acres, with such additional width as required for accommodation and protection of cuts and fills, as described on attached **EXHIBIT A** attached hereto, the centerline of said road and trails as constructed is hereby accepted by Grantor and Grantee as the true centerline of the premises granted.

The purpose of this permit is to authorize access to National Forest System (NFS) lands by the Forest Service, its personnel, contractors, representatives, or other authorized agents, for the purposes of natural resource management, recreation management and related law enforcement activities on NFS lands and to facilitate non-motorized public access to and from NFS lands over the lands owned by Grantor.

**This permit is granted subject to the following terms and conditions:**

1. This permit is subject to all valid rights existing on this date.
2. This permit does not convey any right, title, or interest in real property and does provide non-motorized public access to national forest land.
3. Grantee claims no interest in the premises by virtue of this permit, nor through occupancy or use hereunder.
4. Grantor agrees that valid rights held by Grantee in the premises, if any, shall not be extinguished, relinquished, terminated nor diminished by virtue of this permit.
5. Grantee and Grantor shall fully repair all damage to roads, other than ordinary wear and tear, and provide routine maintenance commensurate with use by Grantee and Grantor in exercising the privileges granted by this permit.

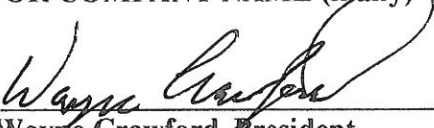
- CB 140 7/2
6. ~~Grantee and~~ Grantor shall ensure its operations comply with applicable federal and state laws, regulations, and standards regarding resource protection, fire prevention and control, slash disposal, and noxious weed prevention and control, and shall prevent unnecessary damage by its operation to adjacent land, timber, soil, water and other resources and improvements.
  7. Grantee shall cut only such timber as necessary to clear the authorized right-of-way for road construction, reconstruction, and maintenance. Timber so cut shall, unless otherwise agreed, be cut into logs of lengths specified by Grantor, and shall be decked along the road for disposal by Grantor. Grantee does not regulate the cutting of timber on Grantor's land.
  8. In order to allow for the safe transportation of agency light trucks and other vehicles, minor repairs to the existing road surface and drainage structures may be completed by Grantee, including through a timber sale purchaser or other authorized agent(s).
  9. Grantee, its contractors, representatives, or agents acting on its behalf shall keep the gate located in Section 18 closed, except during the passage of vehicles. (Gate locations are shown on exhibit A). Grantor shall also keep the gate located in Section 18 closed except during the passage of vehicles.
  10. Motorized travel off the authorized route onto Grantee (NFS) lands is prohibited and constitutes noncompliance with the terms and conditions of this permit. Likewise, motorized travel off the authorized route onto Grantors lands by the Forest Service is prohibited and constitutes noncompliance with the terms and conditions of this permit.
  11. **LIMITATIONS ON USE.** Nothing in this permit gives or implies permission to build or maintain any structure or facility or to conduct any activity on Grantee's lands. Grantee does not regulate land use on Grantor's property, that is a function of the local municipality or County.
  12. **RESOURCE PROTECTION DURING ROAD MAINTENANCE.** The Grantor shall conduct any maintenance of the subject road so as to avoid damaging adjacent National Forest System lands and other lands subject to this road permit.
  13. **GRANTORS' RESPONSIBILITY FOR ROAD MAINTENANCE.** The Grantor shall pay the Forest Service for the Grantor's share of maintenance costs for the forest road or perform the Grantors share of maintenance of the forest road proportionate to the Grantors total use of the forest road, as determined by the Forest Service. Any road maintenance performed by the Grantor shall be authorized by and shall be conducted in accordance with this maintenance plan.
  14. Maintenance, construction, or reconstruction of the forest road to accommodate the Grantors needs must have prior written approval from the authorized officer and shall be performed at the Grantor's expense.
  15. This permit shall terminate **December 31, 2035**, unless earlier revoked by Grantor for breach of any terms or conditions herein, upon written request by Grantee, and/or suspension, termination or other interruption of Grantors Access under a Special Use Permit to Grantor from Grantee. Provided however, Grantor shall provide Grantee notice

in writing a minimum of sixty (60) days prior to revocation for breach, and shall provide Grantee with reasonable opportunity to satisfactorily cure the breach.

Grantee's exercise of any privileges authorized by this permit shall constitute acceptance of all terms and conditions herein.

GRANTOR COMPANY NAME (if any)


By:

  
Wayne Crawford, President  
Cardiff Canyon Owners Association

7-2-2025  
Date

OR

BY:

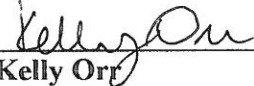
  
Cyle Buxton, Vice President  
Cardiff Canyon Owners Association

7-2-2025  
Date

This permit is hereby accepted subject to all terms and conditions herein.

GRANTEE - UNITED STATES OF AMERICA

By:

  
Kelly Orr  
Forest Supervisor  
Uinta-Wasatch-Cache National Forest

7/2/2025  
Date