

Salt Lake City, Utah

U
USES - Wasatch
The Firs, Inc.
Roadway & Water System
1/18/49

May 11, 1949
Date

Mr. Angus M. Woodbury
248 University Street
Salt Lake City 2, Utah

Gentlemen:

Notice is hereby given that permission granted by the above-designated special use permit shall hereafter be subject to the condition that the following clause is hereby substituted for clause 6 of that permit:

"The permittee will exercise diligence in protecting from damage the land and property of the United States covered by and used in connection with this permit and will pay the United States for any damage resulting from the violation of the terms of this permit or any law or regulation applicable to the national forests by the permittee, his agents, or employees, or through negligence of the permittee, his agents, or employees, when acting within the scope of their employment."

Very truly yours,

F. C. KOZIOL, Forest Supervisor

cc: Ranger Salt Lake Dist.

P.S. Please attach this amendment to your permit. Permittees desiring additional information about this substitution of clauses and the reasons therefor should write to the Forest Supervisor or the Forest Ranger.

ACK

January 25, 1949

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The Firs, Inc.
Roadway and Water System
1/18/49.

Mr. Angus M. Woodbury
248 University Street
Salt Lake City 2, Utah

Dear Mr. Woodbury:

Attached is special use permit for a roadway and water system
for The Firs, Inc., residences.

Very truly yours,

F. C. KOZIOL, Forest Supervisor

By

Water system box is located next to
a creek on the East end of the Summer
Home Area.
Jim Head 7/15/75



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The Firs, Inc.
Roadway and Water System
1/18/49

SPECIAL USE PERMIT

(Case designation)

Permission is hereby granted to The Firs, Inc., c/o Angus M. Woodbury
of 248 University Street, Salt Lake City 2, Utah

to use the following-described lands: An unsurveyed tract known as The Firs in Mill Creek
(Describe the lands to be occupied, if unsurveyed, by metes and bounds, with reference to a road or stream or well-known landmark; right of way by terminal points, direction, and lands occupied)
canyon as surveyed and platted on maps on file in the office of and approved by
the Forest Supervisor

for the purpose of a roadway and water system for The Firs residences
(Briefly but clearly describe the use, giving area of inclosures, length and width of right of way, etc.)

subject to the following conditions:

1. The permittee shall pay to the Regional Fiscal Agent designated by the Forest officer for deposit to the credit of the Treasurer of the United States, in consideration for this use, the sum of Reg. U-11 G No charge dollars (~~.....~~) for the period ~~from~~, to ~~.....~~, 19~~.....~~, and thereafter annually, on ~~.....~~ dollars (\$~~.....~~).

2. The permittee shall comply with the regulations of the Department of Agriculture governing the National Forest, shall observe all sanitary laws and regulations applicable to the premises, and shall keep the premises in a neat and orderly condition and dispose of all refuse and locate outhouses and cesspools as required by the Forest officers.

3. This permit is subject to all valid claims.

4. The permittee shall take all reasonable precaution to prevent and suppress forest fires. 16-38077-2

cc: Ranger Tangren

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5. The permittee, if engaged in business, shall conduct same in an orderly manner and in accordance with all requirements of the laws of the State of Utah, as well as the laws of the United States.

6. The permittee shall pay the United States for any damage resulting from this use.

7. The permittee shall fully repair all damage, other than ordinary wear and tear, to roads and trails in the National Forests caused by the permittee in the exercise of the privilege granted by this permit.

8. Construction work (or occupancy and use) under this permit shall begin within _____ months, be completed within _____ years from the date of the permit, and this use shall be actually exercised at least 90 days each year, unless the time is extended or shortened.

9. In case of change of address, permittee shall immediately notify the Forest Supervisor.

10. The charges for this use may be readjusted whenever necessary to place this permit on a basis consistent with the charge to other permittees for like privileges. A general readjustment will be made at the end of five years from the date of issuance of permit and at the end of each five-year period thereafter.

11. No National Forest timber may be cut or destroyed without first obtaining a permit from the Forest Supervisor.

12. Upon the abandonment, termination, or revocation of this permit, and in the absence of an agreement to the contrary, the permittee, if all the rental charges due the Government have been paid, may, within a reasonable period to be determined by the issuing officer, remove all structures which have been placed on the premises by him, except where the material was furnished by the Forest Service, but upon failure to remove the structures within that period they shall become the property of the United States.

13. This permit may be transferred with the approval of the officer by whom it was given or his successor, subject to such conditions as may be imposed at the time of transfer. It shall terminate upon breach of any of the conditions herein or at the discretion of the Regional Forester or the Chief Forest Service.

14. The permittee shall provide, whenever requested by the Forest officers, a way across the land covered by this permit for the free ingress or egress of Forest officers and for users of National Forest land and purchasers of National Forest products.

15. No Member of or Delegate to Congress shall be admitted to any share or part of this agreement or to any benefit that may arise herefrom unless it is made with a corporation for its general benefit.

16. 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 will control.

~~17. There are hereby reserved to the United States all fissionable materials in the foregoing described lands, together with the right, at any and all times, to enter upon the lands and prospect for, mine and remove such materials.~~
(Special stipulations necessary)

18. The roads and water system of the area will be maintained by the permittee up to a standard approved by the Forest Supervisor.

19. Any new construction or reconstruction of the road or water system will require prior written approval by the Forest Supervisor.

(Date) (See attached sheet for continuation)
(Signature of officer issuing permit)

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The Firs, Inc.
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20. The road and water system will be accessible for the use of all the permittees of The Firs summer home unit.

21. The Forest Supervisor reserves the right of the use of the road for the administration of the area by the government and also for unforeseen other uses that may be in the public interest.

22. This permit conveys no rights upon the permittee to use the water involved.

23. This permit excepts as a reservation all rights of way necessary for power lines; where it is necessary for the water system or roadways to cross individual lots, the water system or roadway has prior rights.

/s/ F. C. Koziol

Forest Supervisor

Jan. 19, 1949

Date