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NY-446



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28 January 1954

MEMORANDUM

TO : Assistant Director for Communications

FROM : Commanding Officer /

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SUBJECT : Clearing Wooded Area, 25X1A6d

25X1A6d 1. The Engineering Division of the Communications Office is interested in clearing a 25 acre wooded tract at , 25X1A6d in order that additional antenna construction can be completed.

25X1A9a 2. Proposals were requested from Contractors and the lowest bid received was approximately \$6,000.00. This appeared to be excessive and Mr. of your Office contacted an individual who has agreed to cut the timber and clear the land at his own expense. This gentlemen is the only one interested in the entire area.

3. The suggested contract is attached for your information. If you approve, I will forward it to the Real Estate and Construction Division, Office of Logistics and Office of General Counsel for coordination.



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Lt. Col. Ord.

Document No. <u>2</u>
No Change in Class. <input type="checkbox"/>
<input type="checkbox"/> Declassified
Class. Changed To: TS S <u>(C)</u>
Auth.: HR 78-2
Date: <u>17/10/78</u>
By: <u>025</u>

~~CONFIDENTIAL~~

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*Re-written
2/17/54*

Dear Sir:

Whereas, the United States of America, hereinafter called the "Government", is the owner of a 200 acre tract of land near [redacted], Virginia, described in Deed dated February 10, 1951, recorded in [redacted] and [redacted]

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25X1A5a1 Whereas, [redacted] hereinafter called the "Licensee", desires to cut timber on the above Government-owned land and remove from the land and sell said timber.

Now Therefore, the parties hereto do mutually agree as follows:

a) The Government hereby grants permission to the Licensee to cut and clear timber on the above government-owned land in locations designated by the Government, to wit: A wooded plot of approximately 25 acres, situated in the most westerly section of the above Government-owned land, bounded by Virginia State Highway [redacted] on the west and a [redacted] separating the Government plot of land from the [redacted]. However, the Government reserves the right to cancel this license at any time, and upon receipt of written notice of cancellation, the Licensee will remove all equipment and material from said premises.

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b) The Licensee agrees to cut and clear all timber at not more than a maximum of six inches above the immediate surrounding ground within the boundaries of the above mentioned wooded plot of approximately 25 acres and to remove all timber and brush from the Government-owned land by August 1, 1954 as stipulated.

c) The Government agrees that the Licensee may burn all non-salable timber and brush, provided that all local and Government fire regulations are adhered to and that the Licensee be liable for all damages resulting from the said burning.

d) The Licensee shall furnish all labor, material and equipment required in clearing and cutting the timber and agrees to observe all safety precautions normally observed by commercial concerns engaged in a like endeavor.

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e) The Licensee shall be liable for all damages to Government-owned property, and for injuries to all persons rightfully on said land, resulting from negligent or wilful acts of the Licensee, his agents and his employees.

f) The Licensee, his agents and employees shall enter on said Government-owned land at their own risk.

g) The Government shall not be liable for damages to any property brought on said Government-owned land by the Licensee, his agents and employees, nor for injuries to such persons while on said Government-owned land as a result of this agreement.

If the above is agreeable with you, kindly sign in the space provided below and return the original and three (3) copies to the undersigned.

Very truly yours,

[Redacted Signature]

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Lt. Col. Ord.
Commanding Officer

AGREED AND ACCEPTED:

25X1A5a

[Redacted Signature]

By _____

WITNESS _____

Date _____