

**VOLUNTEER FIRE DEPARTMENT  
LEASE AGREEMENT**

This Lease Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 2007, by and between LEON COUNTY, FLORIDA, a political subdivision of the State of Florida, ("LANDLORD"), and the Lake Talquin #32 Volunteer Fire Department ("TENANT").

**NOW THEREFORE,** In consideration of the rent to be paid, the mutual covenants and promises herein contained, and other good and valuable consideration, the receipt and legal sufficiency of which being acknowledged, LANDLORD hereby leases unto TENANT, and TENANT hereby leases from LANDLORD the following real property and improvements thereon located at 11829 Blountstown Highway, Tallahassee, Florida (hereafter referred to as "Leased Premises.").

1. **TERM:** This Lease Agreement shall commence on October 1, 2007, and terminate on September 30, 2008. This Lease Agreement shall automatically renew on an annual basis for additional one (1) year terms unless written notice of an intent not to renew is given not less than ninety (90) days prior to the expiration of the initial or then current term. The initial term, or subsequent terms shall be renewed or extended in accordance with the same terms and conditions as this Lease Agreement, unless agreed to in writing executed by both parties.

2. **LEASE AGREEMENT RENTAL AMOUNT:** For the term hereof, TENANT shall pay LANDLORD for rental of the Leased Premises, a total of \$1.00 per annum.

3. **PAYMENT OF RENT:** Unless otherwise specified in writing by LANDLORD to TENANT, TENANT shall pay all rentals required hereunder to LANDLORD, without set-off, abatement, or reduction, not later than the 1<sup>st</sup> business day commencing October 1, 2007, at the following address:

Attn: Division Director  
Leon County Division of Facilities Management  
1907 South Monroe Street  
Tallahassee, Florida 32301

4. **TITLE AND OWNERSHIP:** LANDLORD covenants that LANDLORD has a special use permit to the Leased Premises and has the right and authority to execute this Lease Agreement for the term and upon the conditions herein contained.

This Lease Agreement is subject to a U.S. Department of Agriculture Forest Services Special Use Permit, attached hereto as "Exhibit A," and TENANT agrees to be bound by the terms and conditions of said special use permit.

5. **QUIET ENJOYMENT:** LANDLORD covenants that TENANT, on the performance of the terms and conditions of this Lease Agreement, shall and may peaceably and quietly have, hold, and enjoy the Leased Premises for the term aforesaid.

6. **ALTERATIONS TO PREMISES:** TENANT shall have no right to make any

alterations to the Leased Premises without the prior written consent of LANDLORD, which consent shall be in LANDLORD's sole discretion.

7. **USE OF THE PREMISES:** TENANT accepts Leased Premises in an "as is" condition. The Leased Premises shall be used for the lawful business activities of the TENANT. TENANT shall not use the Leased Premises for any purposes contrary to any law or ordinance duly constituted, nor shall TENANT's use of said Leased Premises constitute a nuisance. TENANT shall not use the Leased Premises in any manner which would adversely affect the terms and conditions of a standard fire insurance policy or increase the fire insurance premium. TENANT shall not use the curtilage of the Leased Premises for storage of equipment or materials of any kind.

8. **UTILITIES AND MAINTENANCE:** TENANT shall pay all utilities, janitorial services, interior maintenance, including but not limited to plumbing, electrical, mechanical and incidental repairs together with maintenance and repair of the heating and air conditioning equipment in the Leased Premises. LANDLORD shall maintain the integrity of the exterior of the existing building in an "as is" condition and shall be responsible for any repairs to the roof and/or foundation and outside walls of the building, subject to the availability of funds.

9. **LIABILITY INSURANCE:** Minimum Limits of Insurance:  
TENANT shall maintain limits not less than:  
a. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury and property damage with a \$2,000,000 annual aggregate.  
b. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. (Non-owned, Hired Car).  
c. General Liability and Automobile Liability Coverage's (County is to be named as Additional Insured).

10. **BANKRUPTCY:** In the event of bankruptcy, insolvency or assignment of assets for benefit of creditors by either party hereto, the other party shall have the right to terminate this Lease Agreement.

11. **INDEMNITY:** TENANT shall hold harmless and indemnify LANDLORD from and against any and all claims, actions, damages, liability, and expense, including a reasonable attorney's fee and costs, in connection with the occupancy and the use of the Leased Premises by TENANT, TENANT's agents, employees or any sub-tenants.

12. **ASSIGNMENT:** TENANT may not assign this Lease Agreement or sublease all or any part of the Leased Premises, nor may the Lease Agreement be assigned or the Leased Premises subleased by operation of law. LANDLORD may assign the Leased Premises and may transfer ownership of the Leased Premises.

13. **DEFAULT:** If TENANT shall fail to perform any of the promises or covenants on TENANT's part required to be performed under this Lease Agreement, or TENANT shall fail to pay the rent, or shall abandon the Leased Premises prior to the expiration of the term, TENANT shall be considered to be in Default and such Default shall continue for a period of ten (10) days after written notice, LANDLORD may, at LANDLORD's option, terminate this Lease Agreement. In the event of such Default on the part of TENANT, LANDLORD shall be entitled to recover from TENANT all

damages suffered thereby, including a reasonable attorney's fee and costs, incurred by LANDLORD for enforcing LANDLORD's rights hereunder.

14. **PROPERTY OF TENANT:** TENANT agrees that all furnishings, trade fixtures, and other property of the TENANT located on the Leased Premises shall be so located at the sole risk of the TENANT and LANDLORD shall not, in any manner whatsoever, be liable for any damage to any such property of TENANT.

15. **RIGHT OF ENTRY:** LANDLORD shall have the right to enter the Leased Premises at all reasonable hours to inspect the Leased Premises as LANDLORD may deem necessary, or to exhibit the same to prospective purchasers, lenders, or contractors. Further, LANDLORD shall have the right to enter the Leased Premises to complete repair to the existing improvements or modifications thereto.

16. **CONDEMNATION:** If at any time during the term of this Lease Agreement, the Leased Premises or any such part is taken for any public or quasi-public use under statute or right of eminent domain by Leon County, TENANT hereby waives any and all claims against Leon County as a condemning authority for any actual provable damages caused by such condemnation proceedings. If parking provided under the Lease Agreement is taken by an action of Leon County, Leon County will provide similar parking arrangements on or adjacent to the Leased Premises for use by TENANT. Other than a condemnation proceeding by LEON COUNTY, TENANT and LANDLORD shall be free to make a claim against the condemning authority for the amount of the actual provable damage done to each of them in such proceedings.

17. **TAXES:** LANDLORD shall pay all real estate ad valorem taxes and assessments, if any, assessed against the Leased Premises.

18. **SALE OR TRANSFER OF LANDLORD'S INTEREST:** In the event of the sale, assignment, or transfer by LANDLORD of LANDLORD's interest in the Leased Premises, LANDLORD shall thereupon be released or discharged from all covenants and obligations of the LANDLORD, and TENANT agrees to look solely to such successor in interest of LANDLORD for performance of such obligations.

19. **HOLDING OVER:** In the event TENANT remains in possession of the Leased Premises after the expiration of this Lease Agreement and without the execution of a new Lease Agreement, it shall be deemed to be occupying said Leased Premises as a TENANT At Will and obligated to pay a rental fee of \$500.00 which rental fee shall be payable monthly, and otherwise subject to all the conditions, provisions and obligations of this Lease Agreement insofar as the same are applicable to a month-to-month tenancy. In no event shall there be any renewal of this Lease Agreement by operation of law.

20. **NOTICES:** Whenever notice shall or may be given to either of the parties by the other, each such notice shall be in writing and be by registered or certified mail addressed to the party at the address set forth on the signature page hereof, unless changed in the manner hereinafter provided.

The foregoing addresses may be changed by notice given in like manner. Any such notice

shall be deemed to have been given at the time it is placed in the mail with proper postage affixed.

21. **NON-WAIVER PROVISION:** The failure of either party hereto to insist upon a strict performance of any of the terms or conditions herein contained shall not be deemed to be a waiver of any rights or remedies that either party shall have and shall not be deemed to be a waiver of any subsequent breach or default under the terms hereof.

22. **SURRENDER OF PREMISES AND EQUIPMENT:** TENANT shall surrender to LANDLORD the Leased Premises at the expiration of the term hereof, or any extension thereof, or upon termination by virtue of TENANT's default.

23. **ABANDONMENT OF PREMISES:** If, for any reason, the TENANT abandons the Leased Premises, LANDLORD, at LANDLORD'S sole option, shall have the right to terminate this Lease Agreement, in which event, neither party shall be obligated to the other for matters thereafter occurring, or, in the alternative, LANDLORD may elect to keep this Lease Agreement in full force and effect, in which latter event, LANDLORD and TENANT shall continue to be bound and obligated to the other pursuant to the terms hereof.

24. **SUCCESSORS AND ASSIGNS AND INCLUSIVENESS OF TERMS:** The covenants, conditions, and promises contained in this Lease Agreement shall bind and inure to the benefit of LANDLORD and TENANT and their respective legal representatives, successors and, except as otherwise provided in this Lease Agreement, their assigns. Whenever LANDLORD and TENANT are herein referred to, such reference shall be construed as applying to their respective successors in interest and assigns and, where the context requires or permits, to their agents, employees, invitees, and similar representatives.

25. **LIENS:** All persons are put upon notice of the fact that TENANT does not, and will in no event under any circumstances, have the power to subject the interest of LANDLORD in the Leased Premises to any mechanic's or materialmen's liens or lien of any kind. TENANT further agrees, upon request of LANDLORD to furnish LANDLORD with a list of all persons or entities furnishing labor or material to said Leased Premises so that LANDLORD may advise such persons or entities of the aforesaid provisions.

TENANT covenants and agrees with the LANDLORD that TENANT will not permit or suffer to be filed or claimed against the interest of the LANDLORD in the Leased Premises during the continuance of this Lease Agreement any lien or claim of any kind, and if such lien be claimed or filed, it shall be the duty of TENANT with ten (10) days after written notice from LANDLORD to cause the Leased Premises to be released from such claim, either by payment or by the posting of bond or by the payment into the court registry of the amount necessary to relieve and release the Leased Premises from such claim. Any lien placed by TENANT on the Leased Premises shall be subject to and subordinate to LANDLORD's interest in the Leased Premises.

26. **PUBLIC ENTITY CRIMES:** In accordance with Section 287.133, Florida Statutes, signatory for TENANT hereby certifies that to the best of his/her knowledge and belief neither TENANT nor its affiliates has been convicted of a public entity crime. Violation of this section by TENANT shall be grounds for termination of this Lease Agreement by LANDLORD.

27. **RADON GAS:** Radon gas is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon testing may be obtained from your county public health unit.

28. **TERMINATION BY LANDLORD:** LANDLORD may terminate this Lease Agreement without cause upon not less than ninety (90) days written notice; or upon ten (10) days notice with cause, and TENANTS shall vacate Leased Premises in accordance with such Notice of Termination.

29. **CAPTIONS:** The captions in the Lease Agreement are for convenience only, are not a part of this Lease Agreement and do not in any way limit or amplify the terms and provisions of this LEASE.

30. **ENTIRE AGREEMENT:** This Lease Agreement contains all the promises between the parties hereto and may not be modified in any manner other than by agreement in writing signed by all the parties hereto, or their successors in interest.

31. **CHOICE OF LAW:** This Lease Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, LANDLORD and TENANT have fully executed this LEASE as of the day and year first written above.

**LANDLORD:**  
LEON COUNTY, FLORIDA

Attest: Bob Inzer, Clerk of the Court  
Leon County, Florida

by: \_\_\_\_\_  
C.E. DePuy, Jr., Chairman  
Board of County Commissioners

by: \_\_\_\_\_

Approved as to Form:  
Leon County Attorney's Office

by: \_\_\_\_\_  
Herbert W. A. Thiele, Esq.  
County Attorney

**TENANT:**

by: \_\_\_\_\_, Chief  
Volunteer  
Fire Department

STATE OF FLORIDA

COUNTY OF LEON

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2007,  
by \_\_\_\_\_ who is personally known to me or who has produced  
\_\_\_\_\_ as identification.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

\_\_\_\_\_  
Notary Name Printed

\_\_\_\_\_  
Commission Expires:

Authorization ID: APA565  
Contact ID: LEON CO BCC  
Expiration Date: 12/31/2033  
Use Code: 362

FS-2700-4 (8/99)  
OMB 0598-0082

**U.S. DEPARTMENT OF AGRICULTURE**  
**Forest Service**  
**SPECIAL USE PERMIT**  
**AUTHORITY:**  
**ORGANIC ADMINISTRATION ACT June 4, 1897**

Telephone # 850/488-9982

Leon County at Leon County Courthouse, 301 S. Monroe Street, Tallahassee, FL 32301 (hereinafter called the Holder) is hereby authorized to use or occupy National Forest System lands, to use subject to the conditions set out below, on the Apalachicola National Forest.

This permit covers 5 acres, and/or xx miles and is described as: Site #1 - Hwy 20 in Section 32, Township 1 North, Range 2 West, Leon County, Tallahassee in Compartment 203. Site #2- Hwy 375 in Section 28, Township 1 South, Range 4 West, Leon County, Tallahassee in Compartment 209 as shown on the location map attached to and made a part of this permit, and is issued for the purpose of:

362- construct, occupy, operate and maintain two Volunteer Fire Stations. Each site will have one non-federally owned metal building (approx. 20 ft. x 40 ft.) to house the fire engines, parking area, driveway, septic tank, water supply, landscaping, storm water management facility, electric and tanks to fill engines. Each site covers approx. 2.5 acres and will have two signs each. Site #1 - will have either potable water or one water well. Site #2 - CR 375 - one water well.

Exhibit #1 - Location Map Exhibit #2 - Site Plan Exhibit #3 - Operation Plan

The above described or defined area shall be referred to herein as the "permit area".

**TERMS AND CONDITIONS**

**I. AUTHORITY AND GENERAL TERMS OF THE PERMIT**

A. Authority. This permit is issued pursuant to the authorities enumerated at Title 36, Code of Federal Regulations, Section 251 Subpart B, as amended. This permit, and the activities or use authorized, shall be subject to the terms and conditions of the Secretary's regulations and any subsequent amendment to them.

B. Authorized Officer. The authorized officer is the Forest Supervisor or a delegated subordinate officer.

C. License. This permit is a license for the use of federally owned land and does not grant any permanent, possessory interest in real property, nor shall this permit constitute a contract for purposes of the Contract Disputes Act of 1978 (41 U.S.C. 611). Loss of the privileges granted by this permit by revocation, termination, or suspension is not compensable to the holder.

D. Amendment. This permit may be amended in whole or in part by the Forest Service when, at the discretion of the authorized officer, such action is deemed necessary or desirable to incorporate new terms, conditions, and stipulations as may be required by law, regulation, land management plans, or other management decisions.

E. Existing Rights. This permit is subject to all valid rights and claims of third parties. The United States is not liable to the holder for the exercise of any such right or claim.

F. 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.

G. 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 conditions of this permit.

H. Assignability. This permit is not assignable or transferable. If the holder through death, voluntary sale or transfer, enforcement of contract, foreclosure, or other valid legal proceeding ceases to be the owner of the improvements, this permit shall terminate.

I. Permit Limitations. Nothing in this permit allows or implies permission to build or maintain any structure or facility, or to conduct any activity unless specifically provided for in this permit. Any use not specifically identified in this permit must be approved by the authorized officer in the form of a new permit or permit amendment.

## II. TENURE AND ISSUANCE OF A NEW PERMIT

A. Expiration at the End of the Authorized Period. This permit will expire at midnight on 12/31/2033. Expiration shall occur by operation of law and shall not require notice, any decision document, or any environmental analysis or other documentation.

B. Minimum Use or Occupancy of the Permit Area. Use or occupancy of the permit area shall be exercised at least 365 days each year, unless otherwise authorized in writing under additional terms of this permit.

C. Notification to Authorized Officer. If the holder desires issuance of a new permit after expiration, the holder shall notify the authorized officer in writing not less than six (6) months prior to the expiration date of this permit.

D. Conditions for Issuance of a New Permit. At the expiration or termination of an existing permit, a new permit may be issued to the holder of the previous permit or to a new holder subject to the following conditions:

1. The authorized use is compatible with the land use allocation in the Forest Land and Resource Management Plan.
2. The permit area is being used for the purposes previously authorized.
3. The permit area is being operated and maintained in accordance with the provisions of the permit.
4. The holder has shown previous good faith compliance with the terms and conditions of all prior or other existing permits, and has not engaged in any activity or transaction contrary to Federal contracts, permits laws, or regulations.

E. Discretion of Forest Service. Notwithstanding any provisions of any prior or other permit, the authorized officer may prescribe new terms, conditions, and stipulations when a new permit is issued. The decision whether to issue a new permit to a holder or successor in interest is at the absolute discretion of the Forest Service.

F. Construction. Any construction authorized by this permit may commence by the issuance of this permit and shall be completed by one year later (12 months). If construction is not completed within the prescribed time, this permit may be revoked or suspended.

## III. RESPONSIBILITIES OF THE HOLDER

A. Compliance with Laws, Regulations, and other Legal Requirements. The holder shall comply with all applicable Federal, State, and local laws, regulations, and standards, including but not limited to, the Federal Water Pollution Control Act, 33 U.S.C. 1251 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. 6901 et seq., the Comprehensive Environmental Response, Control, and Liability Act, 42 U.S.C. 9601 et seq., and other relevant environmental laws, as well as public health and safety laws and other laws relating to the siting, construction, operation, and maintenance of any facility, improvement, or equipment on the property.

B. Plans. Plans for development, layout, construction, reconstruction, or alteration of improvements on the permit area, as well as revisions of such plans, must be prepared by a qualified individual acceptable to the authorized officer and shall be approved in writing prior to commencement of work. The holder may be required to furnish as-built plans, maps, or surveys, or other similar information, upon completion of construction.

C. Maintenance. The holder shall maintain the improvements and permit area to standards of repair, orderliness, neatness, sanitation, and safety acceptable to the authorized officer and consistent with other provisions of this

authorization. If requested, the holder shall comply with inspection requirements deemed appropriate by the authorized officer.

D. Hazard Analysis. The holder has a continuing responsibility to identify all hazardous conditions on the permit area which would affect the improvements, resources, or pose a risk of injury to individuals. Any non-emergency actions to abate such hazards shall be performed after consultation with the authorized officer. In emergency situations, the holder shall notify the authorized officer of its actions as soon as possible, but not more than 48 hours, after such actions have been taken.

E. Change of Address. The holder shall immediately notify the authorized officer of a change in address.

F. Change in Ownership. This permit is not assignable and terminates upon change of ownership of the improvements or control of the business entity. The holder shall immediately notify the authorized officer when a change in ownership or control of business entity is pending. Notification by the present holder and potential owner shall be executed using Form SF-299 Application for Transportation and Utility Systems and Facilities of Federal Lands, or Form FS-2700-3a, Holder Initiated Revocation of Existing Authorization, Request for a Special Use Permit. Upon receipt of the proper documentation, the authorized officer may issue a permit to the party who acquires ownership of, or a controlling interest in, the improvements or business entity.

**IV. 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, to the extent authorized by Chapter 768 Florida Statutes, indemnify, defend, and hold the United States harmless for any violations incurred under such laws and regulation 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.

The holder shall maintain \$1,000,000 (ONE-MILLION DOLLARS) per site worth of combine single limit insurance coverage, naming the United States additionally insured on the policy(ies), to partially fund the indemnification obligations of the holder for any and all losses due to personal injury, loss of life, or property damage, including fire suppression and hazardous waste costs. The holder shall furnish proof of insurance (such as a surety bond, or certificate of insurance) to the authorized officer prior to execution of this permit and verify annually, and in writing, the insurance obligation to the authorized officer. The authorized officer may allow the holder to replace, repair, restore, or otherwise undertake necessary curative actions, to the satisfaction of the authorized officer, in order to mitigate damages in addition to or as an alternative to monetary indemnification.

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 incur 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.

**V. TERMINATION, REVOCATION, AND SUSPENSION**

A. General. For purposes of this permit, "termination", "revocation", and "suspension" refer to the cessation of uses and privileges under the permit.

"Termination" refers to the cessation of the permit under its own terms without the necessity for any decision or action by the authorized officer. Termination occurs automatically when, by the terms of the permit, a fixed or agreed upon condition, event, or time occurs. For example, the permit terminates at expiration. Terminations are not appealable.

"Revocation" refers to an action by the authorized officer to end the permit because of noncompliance with any of the prescribed terms, or for reasons in the public interest. Revocations are appealable.

"Suspension" refers to a revocation which is temporary and the privileges may be restored upon the occurrence of prescribed actions or conditions. Suspensions are appealable.

B. Revocation or Suspension. The Forest Service may suspend or revoke this permit in whole or part for:

1. Noncompliance with Federal, State, or local laws and regulations.
2. Noncompliance with the terms and conditions of this permit.
3. Reasons in the public interest.
4. Abandonment or other failure of the holder to otherwise exercise the privileges granted.

C. Opportunity to Take Corrective Action. Prior to revocation or suspension for cause pursuant to Section V (B), the authorized officer shall give the holder written notice of the grounds for each action and a reasonable time, not to exceed 90 days, to complete the corrective action prescribed by the authorized officer.

D. Removal of Improvements. Prior to abandonment of the improvements or within a reasonable time following revocation or termination of this authorization, the holder shall prepare, for approval by the authorized officer, an abandonment plan for the permit area. The abandonment plan shall address removal of improvements and restoration of the permit area and prescribed time frames for these actions. If the holder fails to remove the improvements or restore the site within the prescribed time period, they become the property of the United States and may be sold, destroyed or otherwise disposed of without any liability to the United States. However, the holder shall remain liable for all cost associated with their removal, including costs of sale and impoundment, cleanup, and restoration of the site.

**VI. FEES**

A. Termination for Nonpayment. This permit shall automatically terminate without the necessity of prior notice when land use rental fees are 90 calendar days from the due date in arrears.

B. Fees for this use have been exempted or waived in full pursuant to 36 CFR 251.57, or revisions thereto, and direction in FSH 2709.11, chapter 30.

**VII. OTHER PROVISIONS**

A. 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.

B. 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.

C. 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.

1. During the performance of this authorization, the holder agrees:

a. In connection with the performance of work under this authorization, including construction, maintenance, and operation of the facility, the holder shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, or disability. (Ref. Title VII of the Civil Rights Act of 1964, as amended).

b. The holder and employees shall not discriminate by segregation or otherwise against any person on the basis of race, color, religion, sex national origin, age, or disability, by curtailing or refusing to furnish accommodations, facilities, services, or use privileges offered to the public generally. (Ref. Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973; Title IX of the Education Amendments, and the Age Discrimination Act of 1975).

c. The holder shall include and require compliance with the above nondiscrimination provisions in any subcontract made with respect to the operations under this authorization.

d. When furnished by the Forest Service, signs setting forth this policy of nondiscrimination will be conspicuously displayed at the public entrance to the premises, and at other exterior or interior locations as directed by the Forest Service.

e. The Forest Service shall have the right to enforce the foregoing nondiscrimination provisions by suit for specific performance or by any other available remedy under the laws of the United States of the State in which the breach or violation occurs.

2. The holder shall prepare by 02/25/2003 a schedule for the progressive development and installation of facilities on the permitted site. This schedule shall be made a part of this authorization. The holder may accelerate the scheduled date for installation of any improvement authorized, provided the other scheduled priorities are met and that all priority installations authorized are completed to the satisfaction of the Forest Service and ready for public use prior to the scheduled due date.

All required plans and specifications for site improvements, and structures included in the development schedule shall be properly certified and submitted to the Forest Service at least forty-five (45) days before the construction date stipulated in the development schedule.

3. The holder shall prepare site plans to show the location of all buildings, service areas, roads, and structures. Such plans shall be on a scale of 1" = 50' with 4 foot contour intervals. The holder is encouraged to consult with the authorized officer during the preparation of the site plan to ensure that it is adequate. No construction shall be undertaken by the holder prior to site plan approval.

4. The holder shall provide an Operating Plan and revise the plan every 5 years. 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.

5. The holder shall protect, in place, all public land survey monuments, private property corners, and Forest boundary markers. In the event that any such land markers or monuments are destroyed in the exercise of the privileges permitted by this authorization, depending on the type of monument destroyed, the holder shall see that they are reestablished or referenced in accordance with (1) the procedures outlined in the "Manual of Instructions for the Survey of the Public Land of the United States," (2) the specifications of the county surveyor, or (3) the specifications of the Forest Service.

Further, the holder shall cause such official survey records as are affected to be amended as provided by law. Nothing in this clause shall relieve the holder's liability for the willful destruction or modification of any Government survey marker as provided at 18 U.S.C. 1858.

6. The holder shall immediately notify the authorized officer of any and all antiquities or other objects of historic or scientific interest. These include, but are not limited to, historic or prehistoric ruins, fossils, or artifacts discovered as the result of operations under this authorization, and shall leave such discoveries intact until authorized to proceed by the authorized officer. Protective and mitigative measures specified by the authorized officer shall be the responsibility of the holder.

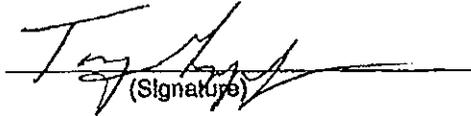
7. Signs or advertising devices erected on National Forest System lands shall have prior approval by the Forest Service as to location, design, size, color, and message. Erected signs shall be maintained or renewed as necessary to neat and presentable standards, as determined by the Forest Service.

8. The holder, in advertisements, signs, circulars, brochures, letterheads, and like materials, as well as orally, shall not misrepresent in any way, either the accommodations provided, the status of the authorization, or the area covered by it or the vicinity. The fact that the permitted area is located on the National Forest shall be made readily apparent in all of the holder's brochures and print advertising regarding use and management of the area and authorized facilities.

9. Holder shall have executed by another officer of the organization the following Certificate of Signing Authority.

**CERTIFICATE OF SIGNING AUTHORITY**

I, Tony Grippa, certify that this 8th day of April  
2003, I am the Chairman of the Board of County Commissioners  
of Leon County; that Tony Grippa who  
(Holder's Name) (Name of person signing)  
signed this Special Use Authorization on behalf Leon County is  
(Holder's name)  
Chairman of the Board; that said Special Use Authorization is duly  
(Holder's Title)  
signed for; and in behalf of Leon County Board of County Commissioners by the  
(Name of Holder)  
authority of the governing body.

  
(Signature)

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0082.

This information is needed by the Forest Service to evaluate requests to use National Forest System lands and manage those lands to protect natural resources, administer the use, and ensure public health and safety. This information is required to obtain or retain a benefit. The authority for that requirement is provided by the Organic Act of 1897 and the Federal Land Policy and Management Act of 1976, which authorize the Secretary of Agriculture to promulgate rules and regulations for authorizing and managing National Forest System lands. These statutes, along with the Term Permit Act, National Forest Ski Area Permit Act, Granger-Thye Act, Mineral Leasing Act, Alaska Term Permit Act, Act of September 3, 1954, Wilderness Act, National Forest Roads and Trails Act, Act of November 16, 1973, Archaeological Resources Protection Act, and Alaska National Interest Lands Conservation Act, authorize the Secretary of Agriculture to issue authorizations for the use and occupancy of National Forest System lands. The Secretary of Agriculture's regulations at 38 CFR Part 251, Subpart B, establish procedures for issuing those authorizations.

The Privacy Act of 1974 (5 U.S.C. 552a) and the Freedom of Information Act (5 U.S.C. 552) govern the confidentiality to be provided for information received by the Forest Service. Public reporting burden for collection of information, if requested, is estimated to average 1 hour per response for annual financial information; average 1 hour per response to prepare or update operation and/or maintenance plan; average 1 hour per response for inspection reports; and an average of 1 hour for each request that may include such things as reports, logs, facility and user information, sublease information, and other similar miscellaneous information requests. This includes the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

Attachment # 4  
13 27

This permit is accepted subject to the conditions set out above.

HOLDER NAME: Leon County

U.S. DEPARTMENT OF AGRICULTURE  
Forest Service

By: [Signature]  
(Holder Signature)

By: [Signature]  
(Authorized Officer Signature)

By: \_\_\_\_\_  
(Holder Signature)

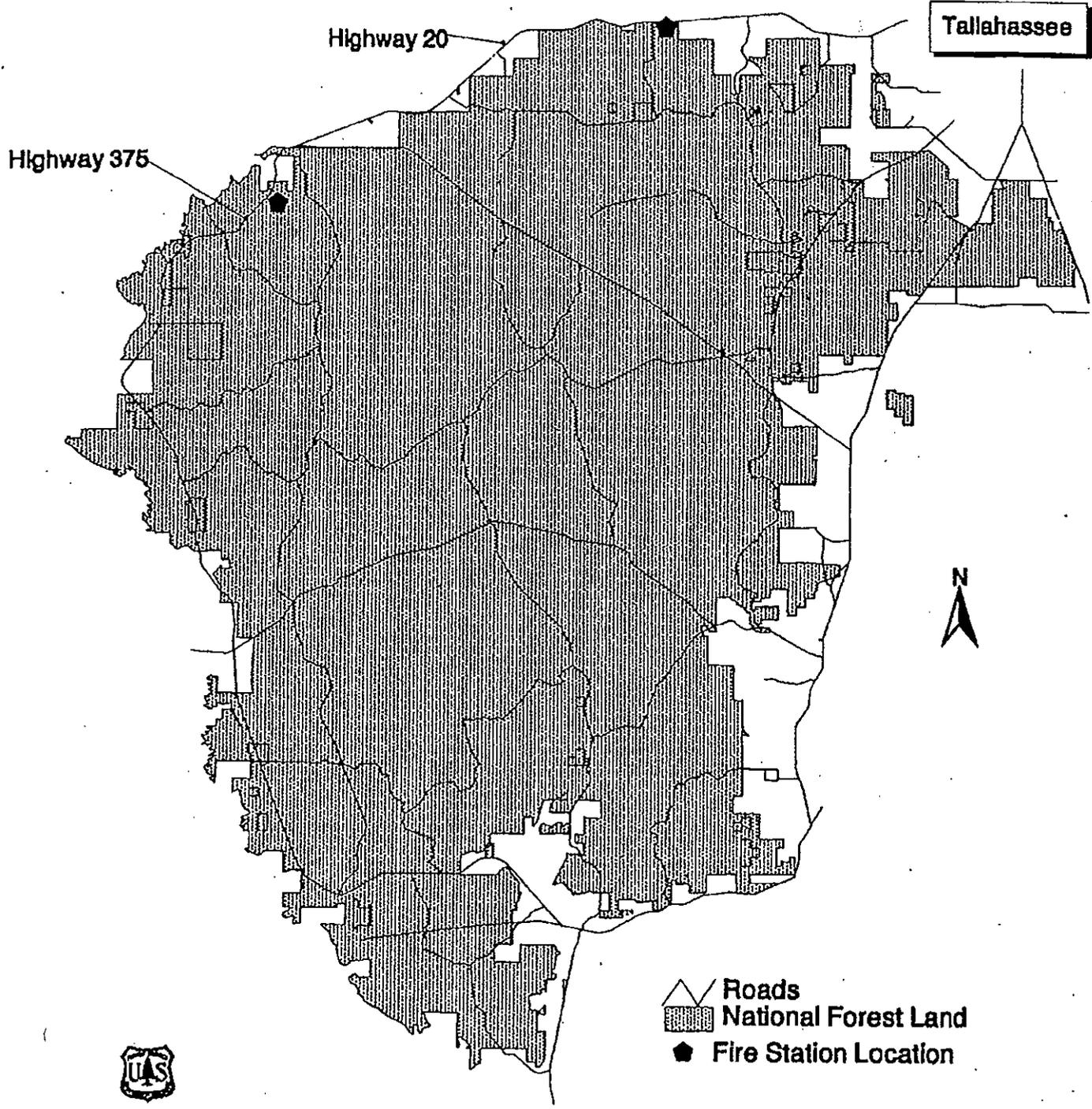
MARSHA KEARNEY  
Title: Forest Supervisor  
(Name and Title)

Date: 4/8/03

Date: \_\_\_\_\_

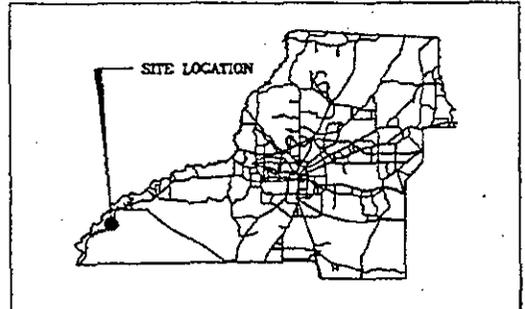
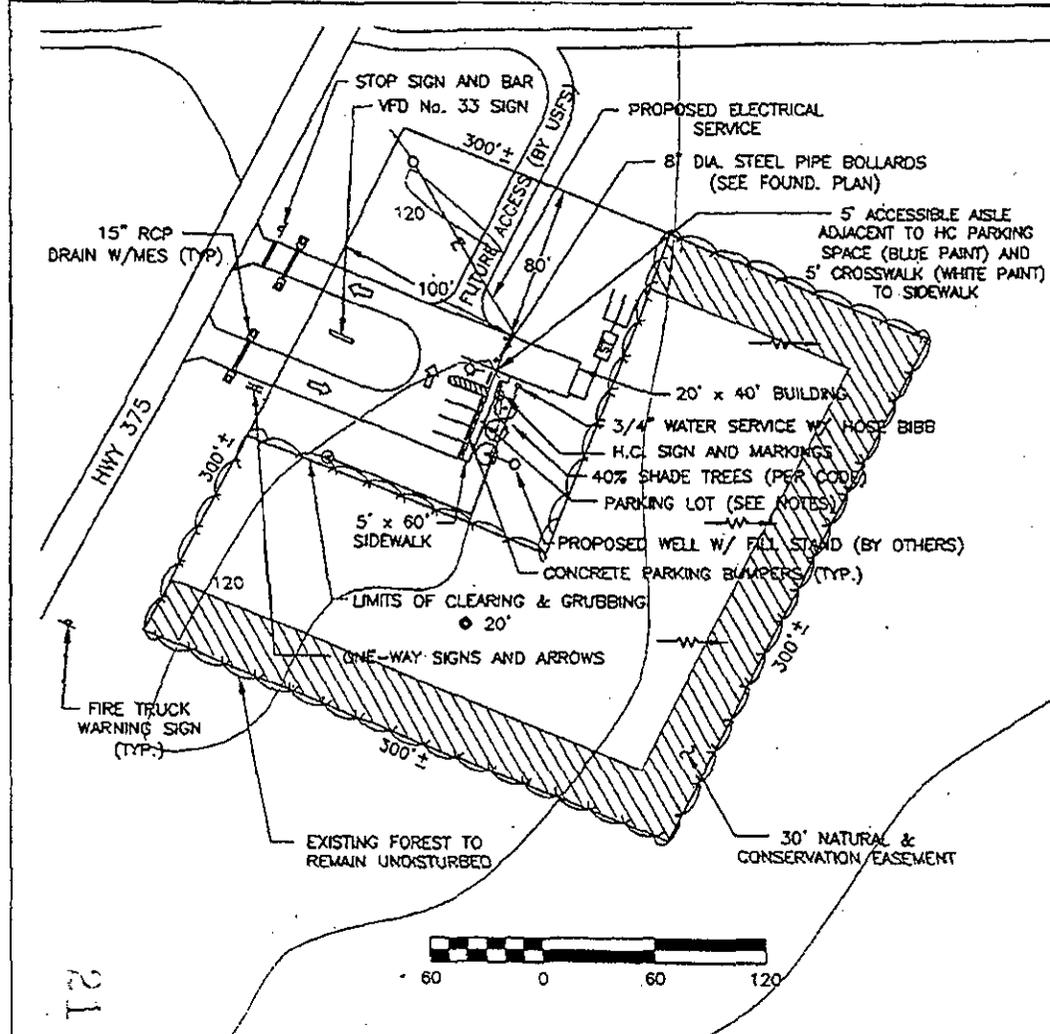
**EXHIBIT # 1 - LOCATION MAPS**

EXHIBIT #1 - LOCATION MAP



**EXHIBIT # 2 - SITE PLANS**

Site # 2 - CR 313



PARCEL ID NUMBER: 44-28-20-981-0000  
 OWNERS: UNITED STATES FOREST SERVICE  
 APALACHICOLA RANGER DISTRICT  
 BRISTOL, FL 32321  
 PHONE: 850-643-2282  
 APPROX. AREA SITE: 2.05 ± Ac  
 TOTAL CLEARED: .62 ± Ac  
 TOTAL UNDISTURBED: 1.43 ± Ac  
 TOTAL IMPERVIOUS AREA: 4,912 SQ. FT.  
 AREA OF BUILDING: 800 SQ. FT.  
 HEIGHT OF BUILDING: 14 FT.  
 PARKING SPACES: 5  
 4 @ 9' x 20'  
 1 @ 12' x 20' (FOR H.C.)

*Handwritten:* 3/14/03

- NOTES:
- NO RESTROOM FACILITIES REQUIRED, BUT FUTURE SEWER UTILITIES LOCATED.
  - BUILDING LIGHTING, HVAC AND ELECTRICAL WORK TO BE PERFORMED AS LATER ADDITIONS BY FACILITIES MANAGEMENT.
  - ROADWAY STRUCTURE (14' WIDE)  
 10" SUB-BASE LBR 40  
 5" LIMEROCK LBR 100  
 1" TYPE S-3 ASPHALT  
 2" SOD STRIP
  - STORMWATER TREATMENT BY OVERLAND FLOW THROUGH WOODS.
  - SEED & MULCH ALL DISTURBED AREAS.
  - LANDSCAPE PERIMETERS:  
 DRIVEWAYS  
 PARKING  
 BUILDING
  - ALL REQUIREMENTS OF DCEM AND DEP SHALL BE MET.
  - ELIMINATION OF SECOND DRIVEWAY OR SUBSTITUTION OF MATERIALS SHOWN RESERVED AS VALUE ENGINEERING CONSIDERATIONS BY VFD.
  - THE AVAILABLE SIGHT DISTANCE EXCEEDS AASHTO REQUIREMENTS.
  - SITE DEVELOPMENT BY LEON COUNTY/ BUILDING CONSTRUCTION BY OTHERS.
  - ADDRESS POSTED ABOVE OH CORNER DOOR ON BUILDING FRONT FOLLOWING COMPLETION OF WORK.

GARY JOHNSON, DIRECTOR  
 DEPARTMENT OF COMMUNITY DEVELOPMENT

THOMAS P. BRANTLEY, P.E.  
 FLORIDA P.E. #40058

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**LEON COUNTY**  
**FACILITIES MANAGEMENT**  
300 NORTH WORME STREET, TALLAHASSEE, FLORIDA 32301

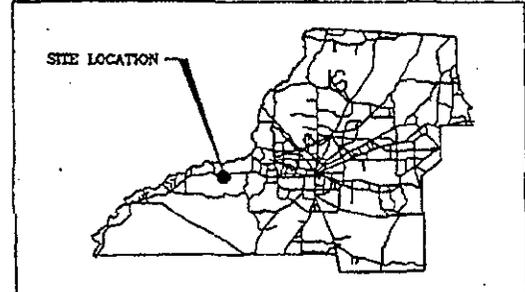
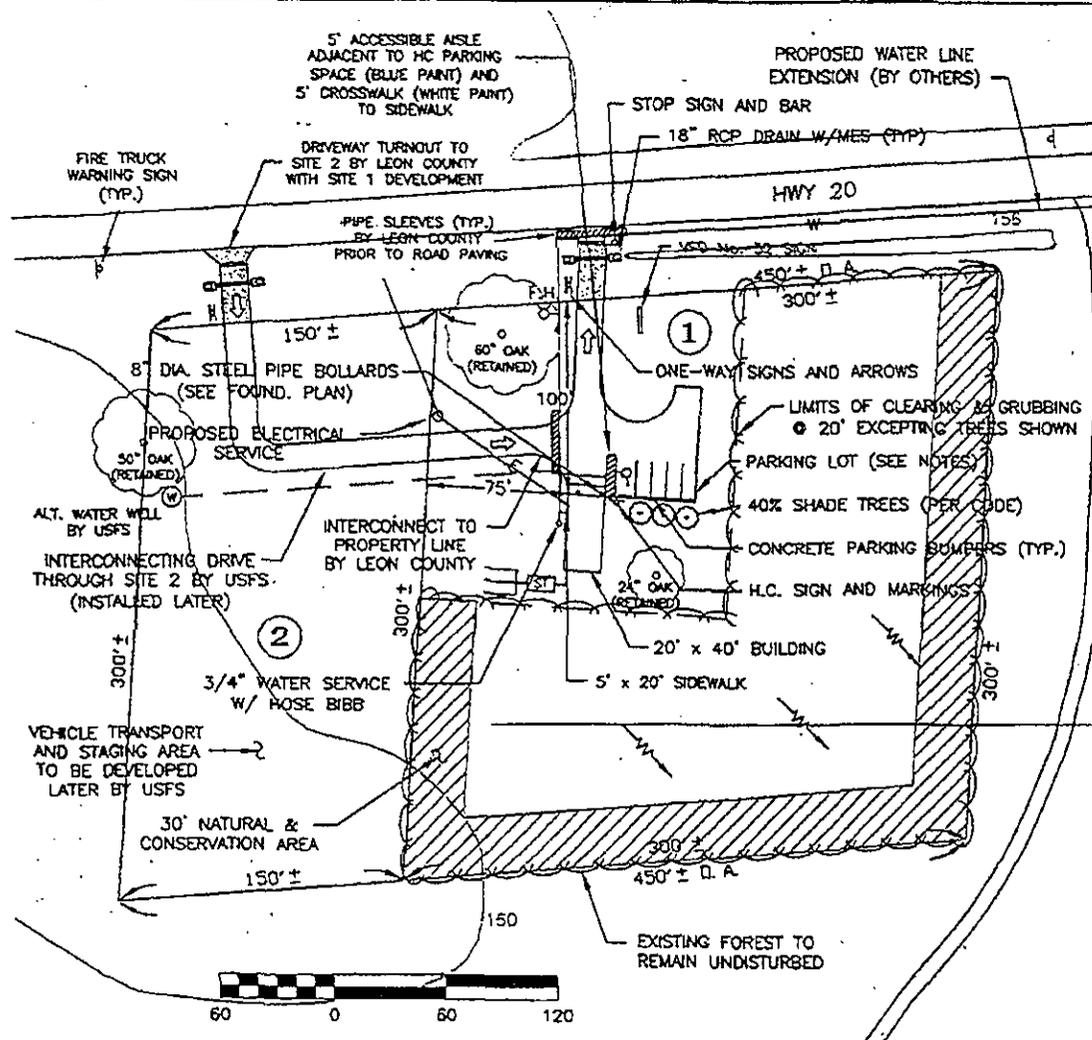

PROJECT: **VOLUNTEER FIRE DEPARTMENT**  
**SITE 33**

PREPARED FOR: **LEON COUNTY**  
**DIVISION OF**  
**FACILITIES MANAGEMENT**

SHEET TITLE: **SITE PLAN**

SHEET NO.: **SP-1**

21



PARCEL ID NUMBER: 22-32-20-981-0000  
 OWNERS: UNITED STATES FOREST SERVICE  
 APALACHICOLA RANGER DISTRICT  
 BRISTOL, FL 32321  
 PHONE: 850-643-2282  
 SITE 1: BY LEON COUNTY  
 SITE 2: BY USFS  
 APPROX. AREA SITE 1: 2.05 ± Ac  
 TOTAL CLEARED: .61 ± Ac  
 TOTAL UNDISTURBED: 1.44 ± Ac  
 TOTAL IMPERVIOUS AREA: 5,986 SQ. FT  
 AREA OF BUILDING: 800 SQ. FT  
 HEIGHT OF BUILDING: 14 FT  
 PARKING SPACES: 5  
 4 @ 9' x 20'  
 1 @ 12' x 20' (FOR H.C.)

*Handwritten:* 3/14/03

- NOTES:
1. NO RESTROOM FACILITIES REQUIRED, BUT FUTURE SEWER UTILITIES LOCATED.
  2. BUILDING LIGHTING, HVAC AND ELECTRICAL WORK TO BE PERFORMED AS LATER ADDITIONS BY FACILITIES MANAGEMENT.
  3. ROADWAY STRUCTURE (14' WIDE):  
 INTERNAL DRIVES:  
 10" SUB-BASE LBR 40  
 5" LIMESTONE LBR 100  
 1" TYPE S-3 ASPHALT  
 2" SOD STRIP  
 FOOT DRIVES:  
 10" SUB-BASE LBR 40  
 6" LIMESTONE LBR 100  
 2" TYPE S-3 ASPHALT  
 2" SOD STRIP
  4. STORMWATER TREATMENT BY OVERLAND FLOW THROUGH WOODS.
  5. SEED & MULCH ALL DISTURBED AREAS.
  6. LANDSCAPE PERIMETERS:  
 DRIVEWAYS  
 PARKING  
 BUILDING
  7. ALL REQUIREMENTS OF DCEM AND DEP SHALL BE MET.
  8. ELIMINATION OF SECOND DRIVEWAY OR SUBSTITUTION OF MATERIALS SHOWN RESERVED AS VALUE ENGINEERING CONSIDERATIONS BY VED.
  9. THE AVAILABLE SIGHT DISTANCE EXCEEDS AASHTO REQUIREMENTS.
  10. SITE DEVELOPMENT BY LEON COUNTY/ BUILDING CONSTRUCTION BY OTHERS.
  11. ADDRESS POSTED ABOVE OH COILING DOOR ON BUILDING FRONT FOLLOWING COMPLETION OF WORK.

GARY JOHNSON, DIRECTOR  
 DEPARTMENT OF COMMUNITY DEVELOPMENT

THOMAS P. BRANTLEY, P.E.  
 FLORIDA P.E. #40058

**LEON COUNTY FACILITIES MANAGEMENT**  
 201 SOUTH SHARPE STREET, TALLAHASSEE, FLORIDA 32309  
 PHONE: (904) 488-1111 FAX: (904) 488-1174

NO.	DATE	DESCRIPTION	BY	CHECKED

PROJECT: VOLUNTEER FIRE DEPARTMENT SITE 32

PREPARED FOR: LEON COUNTY DIVISION OF FACILITIES MANAGEMENT

SHEET TITLE: SITE PLAN

SHEET NO.: SP-1

**EXHIBIT # 3 - OPERATION PLAN**

**OPERATION AND MAINTENANCE PLAN  
LEON COUNTY  
APALACHICOLA NATIONAL FOREST**

**INTRODUCTION** – This Operation and Maintenance Plan is prepared for the purpose of defining responsibilities for maintenance, operation, and improvement construction for Leon County. The Holder of a special use permit is designated as the Site Manager. The Site Manager is responsible for all additional users approved to use the site, once the original permit is approved by the Forest Supervisor. The Holder/Site Manager is Leon County. They shall be responsible for all improvements and maintenance and shall be guided by the contents of this plan and/or by special written direction from the Forest Supervisor. The District Ranger, Apalachicola National Forest, is designated as the Forest Officer in charge of area supervision.

**PART I – CONSTRUCTION PHASE**

The Holder/Site Manager has sole responsibility for the construction phase of this site within the scope of the special use authorization.

1. Restrict tree removal and site construction activities to periods when soils are dry, especially when using heavy equipment.
2. All skid trails and log landings will be designated by Forest Service personnel in cooperation with operators.
3. If any mulch or hay is used it must come from a source that is certified free of invasive weeds or their seeds.
4. Leon County must obtain all necessary permits to facilitate its work.
5. All oak trees 12 inches in diameter and larger would be left in Parcel 2.
6. Plant only native vegetation (shrubs, trees).
7. All personnel involved in land clearing and/or construction activities will be instructed on how to identify the Eastern Indigo snake and advised not to kill any snakes or other animals.
8. Prior to construction, survey the project area for the presence of gopher tortoise burrows. If any gopher tortoise burrows are located during clearing and construction, all operations will cease and a Forest Service biologist will be notified. Steps will be taken to mitigate impacts. Operations will not continue until given the clearance by the biologist.
9. If any new RCW cavity trees are discovered during operations all activity will cease until a biologist can examine the area. Steps will be taken to mitigate impacts.
10. Use subdued colors for facilities to blend in with the natural environment as much as possible.
11. If any heritage resource sites are discovered in either parcel during project activities, all work will cease until the site is surveyed and activities are mitigated by the Forest Archaeologist.
12. Signs must be brown and beige according to Forest Service regulations.
13. Insure that all demolition activities have applicable permits and that construction and demolition waste is properly disposed of.
14. Follow State Best Management Practices.
15. The holder may stage all construction equipment only on the 2.5 acres cleared for each site.

**PART II – RESPONSIBILITIES OF HOLDER AND FOREST SERVICE**

A. **RESPONSIBILITIES OF HOLDER** - The Holder/Site Manager has sole responsibility for the operation and maintenance of both sites within the scope of the special use authorization.

1. The holder will maintain one water well at Site #2 on CR 375 Volunteer Fire Station.
2. The holder will have the well water tested according county and state regulations.
3. It is the responsibility of the holder to establish a permanent vegetative cover on all disturbed areas where bare mineral soil is exposed. The following are procedures recommended and commonly used to accomplish this reclamation.
  - a. Restoration measures should begin as soon as possible after construction/disturbance occurs. Except for those areas needed for access and/or production areas where soil has been disturbed shall not ordinarily be left

unseeded for a period of more than 30 days. The seeding includes site area, ditches, shoulders, and any other exposed areas created by the project.

b. Seedbed preparation – After returning the site to its original contour and forming any needed terraces, rip heavily compacted areas as necessary. Fertilize and lime as in Item 2 below. Disk the area to a minimum of 6 inches of depth and sow the recommended seed mixture on the freshly prepared soil bed.

**B. RESPONSIBILITIES OF FOREST SERVICE**

1. The Forest Service will pay to install one water well at Site #2 on Hwy 376 Volunteer Fire Station.
2. The Forest Service may use the well when necessary to fill tanker trucks.
3. During the use of the stations and sites, the Forest Service will be responsible for clean up and any damages to the station and site.

**PART III – GENERAL AND ROUTINE MAINTENANCE OF SITE**

The Holder/Site Manager has sole responsibility for the operation and maintenance of this site within the scope of the special use authorization.

**FUNCTIONS OF A MAINTENANCE PROGRAM**

1. Rehabilitation and Refurbishing - to remove, repair, and replace sub-standard equipment and appurtenance to maintain buildings, utility systems, and site grounds to a standard of operation that will assure safe, high quality, low maintenance performance.
2. Preventive Maintenance – periodic scheduled checking and adjusting or repairing of site building and grounds.
3. Repair – corrective work or replacement of materials or processes found to be substandard to the general quality of the site building or grounds.
4. Inspection – periodic survey of buildings, systems, and site with recommended corrective measures to assure safe environment and efficient operation of the facility on the site.

**BUILDING AND GROUND MAINTENANCE**

1. Maintenance of the building and site shall comply with all applicable Federal, State, and local laws, regulations, and standards.
2. Hazardous arrangements and conditions, such as broken glass, overloaded storage facilities, hanging wires, etc., shall be corrected as soon as reasonably possible to prevent property damage or a situation that may cause personal injury.
3. Exterior walls and roof shall be kept free of debris, fungus growth and in good repair.
4. Mowing will be done as needed or as directed by the authorized office.
5. Rubbish and scrap, such as papers and bottles, shall not be allowed to remain on the grounds.

**HEALTH AND SAFETY**

1. Pesticides/herbicides may not be used to control undesirable woody and herbaceous vegetation, aquatic plants, insects, rodents, etc., without prior written approval of the Forest Service.
2. Rising waters, high winds, falling limbs of trees, and other hazards are natural phenomena in the forest that presents risks that the holder assumes. The holder has the responsibility of inspecting his site and immediate adjoining areas for dangerous trees, hanging limbs, and

- other evidence of hazardous conditions and, after securing permission from the Forest Service, of removing such hazards.
3. The existing underground butane tank will be removed and disposed of by holder before construction begins on site. Any hazardous materials shall be stored and disposed of according to Federal, State, and local laws.

### RESOURCE PROTECTION

1. There will be no disposal of any material such as oil chemical, foam, sewage etc., on the ground on or off site on National Forest Land.
2. All equipment will be located within the authorized area.
3. All fire department activities will take place within the authorized area.
4. Pesticides may not be used to control undesirable woody and herbaceous vegetation, aquatic plants, insects, rodents, etc., without prior written approval of the Forest Service.
5. The holder shall obtain prior written approval from the authorized officer before removing or altering vegetation or other resources.
6. The holder shall be responsible for prevention, control, and correction of soil erosion on the authorized area and adjacent to, resulting from construction, operation, maintenance, and termination of the authorized use.

### UTILITIES

Power distribution - Power distribution lines are the property of Talquin Electric Cooperative. The holder will not make repairs. Malfunctions will be reported by the holder to the electric company.

#### Electric Lighting Systems and Equipment

1. Circuits shall not be overloaded by planned or additional equipment.
2. Electrical equipment shall be grounded in accordance with manufacturer's recommendations.
3. Controls, as thermostats, control panels, shall be lint and dirt free and maintained in working order.
4. Electrical work will be performed by a licensed electrician according to existing codes and standards.

### FIRE EQUIPMENT

Fire extinguishers should be kept clean and in working order. A portable fire extinguisher shall be located, mounted, and identified so that it is readily accessible. The type and class of extinguisher selected and provided will be based on the anticipated type fire situation. A fire extinguisher shall be subjected to an annual maintenance check and the date recorded. Cost will be incurred by the permit holder.

### FIRE PROTECTION

1. Comply with Florida State Fire Laws.
2. Provide all power equipment with spark arrestors, acceptable to the Forest Engineer. The use of welding equipment, cutting torches, and similar flammable equipment must be conducted in an area cleared of vegetation.
3. Take all reasonable action to prevent and suppress forest fires.
4. In case of a fire, immediately call the District Ranger at Apalachicola National Forest at 850-643-2282.

### SCHEDULE OF MAINTENANCE JOBS

United States Department Of Agriculture  
Forest Service

Attachment # 4  
Page 23 of 27

ASSURANCE OF COMPLIANCE WITH THE DEPARTMENT OF AGRICULTURE  
REGULATION UNDER TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

Leon County (hereinafter called the "Applicant".)  
(Name of Applicant or Recipient)

HEREBY AGREES THAT it will comply with Title VI of the Civil Rights Act of 1964 (PL 88-352) and all requirements imposed by or pursuant to the Regulations of the U.S. Department of Agriculture (7 CFR Part 15) issued pursuant to that Act; and HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Applicant by the Department, this assurance shall obligate the Applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance shall obligate the Applicant for the period during which it retains ownership or possession of the property. In all other cases, this assurance shall obligate the Applicant for the period during which the Federal financial assistance is extended to it by the Department.

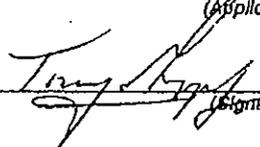
THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal financial assistance extended after the date hereof to the Applicant by the Forest Service, U.S. Department of Agriculture on account of:

Leon County

The Applicant recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the United States in addition to any other rights and remedies provided by this assurance, the Civil Rights Act of 1964, or the Regulations issued thereunder, shall have the right to enforce this agreement by suit for specific performance or by any other available remedy under the laws of the United States or the State in which the breach or violation occurs.

This assurance is binding on the Applicant, its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Applicant.

Dated

By  (Applicant)  
(Signature)

Leon County, Leon Co. Courthouse  
301 S. Monroe Street  
Tallahassee, FL 32301  
(Applicant's mailing address)

(Seal)

United States Department Of Agriculture  
Forest Service

ASSURANCE OF COMPLIANCE WITH THE DEPARTMENT OF AGRICULTURE  
REGULATION UNDER TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

Leon County (hereinafter called the "Applicant".)  
(Name of Applicant or Recipient)

HEREBY AGREES THAT it will comply with Title VI of the Civil Rights Act of 1964 (PL 88-352) and all requirements imposed by or pursuant to the Regulations of the U.S. Department of Agriculture (7 CFR Part 15) issued pursuant to that Act; and HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Applicant by the Department, this assurance shall obligate the Applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance shall obligate the Applicant for the period during which it retains ownership or possession of the property. In all other cases, this assurance shall obligate the Applicant for the period during which the Federal financial assistance is extended to it by the Department.

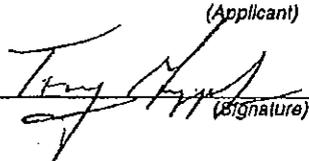
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Leon County

The Applicant recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the United States in addition to any other rights and remedies provided by this assurance, the Civil Rights Act of 1964, or the Regulations issued thereunder, shall have the right to enforce this agreement by suit for specific performance or by any other available remedy under the laws of the United States or the State in which the breach or violation occurs.

This assurance is binding on the Applicant, its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Applicant.

Dated

By  (Applicant)  
(Signature)

Leon County, Leon Co. Courthouse  
301 S. Monroe Street  
Tallahassee, FL 32301  
(Applicant's mailing address)

(Seal)

1. There will be an annual inspection in the spring by the Holder and a Forest Officer to determine if the grounds need other than routine maintenance. This would include such things as dead trees or limbs that need trimming, fertilization, or herbicide/pesticide application.
2. Annually at the end of the Holder's fiscal year, an inspection will be made of the authorized use area by the District Ranger in charge of area supervision and engineering accompanied by the Holder to determine:
  - a. Maintenance and restoration work that will be required during the next year, such work not to include items ordinarily performed through day-to-day maintenance, and whether or not the jobs scheduled for the current year have been completed satisfactorily.
3. This inspection and determination of maintenance needs will be documented by the District Ranger and a copy will be furnished to the Holder and the Forest Supervisor. The document will become a non-recurrent part of this plan.

**PART IV- IMPROVEMENTS TO THE SITE**

This part of the Operation and Maintenance Plan covers additions or improvements to the site that would usually be performed by the landlord. The Site Manager will bear all costs, including labor, materials, supplies, and other incidentals for all improvements to the site.

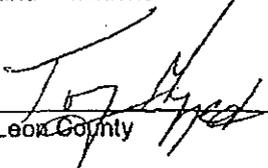
**CHANGES AND IMPROVEMENTS**

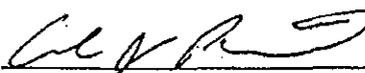
Changes and/or improvements to building or special use site are not authorized until written approval has been received from the Forest Supervisor. The requests for such improvements or changes will be submitted in detail.

When changes or additions to the facilities are made, they shall be entered and made a part of this plan including posting on the facility site development plan.

This Operation and Maintenance Plan will be effective for five years from the date the special use permit was approved or until the authorization is terminated. It may be amended at any time during the period of the permit when the amendment is made in writing and signed by both the Holder and the Forest Service. This plan will automatically be reviewed at the end of the Holder's fiscal year to determine its validity and correctness with existing applicable standards.

I have read the foregoing Operation and Maintenance Plan and agree to accept and abide by its terms and conditions.

  
Leon County \_\_\_\_\_ Date

<sup>For</sup>  
MARSHA KEARNEY \_\_\_\_\_ Date  
Forest Supervisor  
National Forests In Florida

Attachment # 4  
Page 26 of 27

## RESOURCE MANAGEMENT PLAN

### PROCEDURES

The purpose of this plan is to outline the procedures that will be used by the holder of the special use permit to protect and preserve National Forest resources.

- Mowing will be done by the VFD as needed or as directed by the authorized office.
- Pesticides/herbicides may not be used to control undesirable woody and herbaceous vegetation, aquatic plants, insects, rodents, etc., without prior written approval of the Forest Service.
- There will be no disposal of any material such as oil, chemical, foam, sewage, etc., on the ground on or off site on National Forest Land.
- All equipment will be located within the authorized area.
- All fire department activities will take place within the authorized area.
- The holder shall obtain prior written approval from the authorized officer before removing or altering vegetation or other resources. The authorized officer must mark or otherwise designate that which may be destroyed or removed.
- All of the disturbed area will be revegetated according to Forest Service specifications. Revegetation and erosion control measures will be specified prior to ground disturbing activities.

### PROTECTION OF IMPROVEMENTS

A. Restoration of Disturbed Areas - See Attachment #1.

B. Government Owned Improvements - The holder shall take every precaution necessary to prevent damage to any USA owned improvements in the permit area such as roads, trails, ditches, bearing trees, corner monuments, etc. Any improvement damaged by the holder will be promptly repaired by the holder after notification to the District Ranger.

### INSPECTION AND ACCEPTANCE

Inspection of the work performed under this permit shall be made by the District Ranger or his representative at such intervals as are necessary to ensure compliance with the permit specification and provisions.

**Attachment #1**

The holder agrees to the following provisions:

**RESTORATION OF DISTURBED AREAS**

It is the responsibility of the holder to establish a permanent vegetative cover on all disturbed areas where bare mineral soil is exposed. The following are procedures recommended and commonly used to accomplish this reclamation.

Restoration measures should begin as soon as possible after construction/disturbance occurs. Except for those areas needed for access and/or production areas where soil has been disturbed shall not ordinarily be left unseeded for a period of more than 30 days. The seeding includes site area, ditches, shoulders, and any other exposed areas created by the project.

Seedbed preparation – After returning the site to its original contour and forming any needed terraces, rip heavily compacted areas as necessary. Fertilize and lime as in Item 2 below. Disk the area to a minimum of 6 inches of depth and sow the recommended seed mixture on the freshly prepared soil bed.