

VIRGINIA DEPARTMENT OF FORESTRY

900 NATURAL RESOURCES DRIVE, SUITE 800
CHARLOTTESVILLE, VIRGINIA 22903

USE PERMIT APPLICATION

Upon signed approval by the State Forester and signed acceptance by the Permittee of provisions and conditions set forth herein, the Department of Forestry grants permission to the Permittee to use, subject to all conditions herein, the specified land or improvements.

PERMITTEE INFORMATION

1. Permittee Name: _____

Permittee Address: _____

2. The Permittee will utilize the following land or improvement (identify):

3. The land or improvements will be used for the purpose of (specify use):

4. In consideration for this use, the Permittee agrees to (stipulate payment or other considerations):

5. Permittee shall furnish the following data if applying for the installation of transmitting or receiving equipment:

a. Call Sign: _____

b. Date Issued: _____

c. Class of Station: _____

d. Radio Service: _____

e. Type of Emission (FCC Symbol): _____

f. Transmit Power Output: _____

g. Transmit Frequencies MHz: _____

h. Receive Frequencies MHz: _____

i. Identify -- Administrative and Technical Contacts:

Administrative Contact

Technical Contact

Name: _____

Title: _____

Mailing Address: _____

City, State, Zip: _____

Telephone No.: _____

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- 6. Describe all proposed installations, their locations, and any changes to lands and existing improvements (attach sketch of installation and/or premises covered by this permit):

- 7. The Permittee must obtain written permission from any other party who has a legal interest in the specified land or improvement or access to them. Copies of written permission should be attached to this Use Permit Application upon submission to the Department of Forestry.

PROVISIONS AND CONDITIONS

- 1. All plans for construction, reconstruction, or alternation of improvements must be approved in advance of any work by the State Forester.
- 2. The Permittee shall maintain the improvements, installations, and premises used by them in a safe, clean, and orderly manner.
- 3. The Permittee shall fully repair any and all damage caused to Department of Forestry roads and property by the Permittee in the exercise of the privilege granted by this permit.
- 4. All installations of radio and electronic equipment shall be made in a professional manner and maintained in accordance with good safety standards, applicable electrical codes, Rules and Regulations of the Federal Communications Commission, and sound engineering practices..
- 5. All attachments to Department of Forestry towers and other improvements shall be made in a professional manner which will in no way, presently or subsequently, weaken, otherwise damage or interfere with the Department's use of the structure. Boring of holes in steel tower members is not permitted. Antennas or other equipment shall not reduce the view from the tower windows.
- 6. All attachments to Department of Forestry towers and buildings shall be on non-corrosive, permanently rust-proofed materials, and be checked and approved by a specified Department of Forestry officer before installation.
- 7. Installations of electrical or other electronic equipment made by the Permittee must cause no harmful electrical, mechanical, or physical interference to existing or subsequent communications equipment operated on the premises. In case of such interference, the Permittee will be responsible for, assume cost of, and forthwith effect all corrective measures needed to eliminate the problem. In the event of interference to Department of Forestry radio communications, the right is reserved to disable the Permittee's equipment, without delay for any reason, causing interference from operation until corrective measures have been effected.
- 8. This agreement is based upon the Permittee's acceptance of the specific conditions and stipulated materials as set forth herein. Modifications or renewal of agreement must be made prior to making any changes thereto.
- 9. Upon abandonment, termination, revocation, or cancellation of this permit, the Permittee shall remove within 60 days all structures and improvements except those owned by the Commonwealth of Virginia, and shall restore the site, unless otherwise agreed upon in writing in this permit. If the Permittee fails to remove all such structures or improvements within 60 days, the Department of Forestry shall contract for the removal of the materials and the Permittee agrees to reimburse the DOF for all costs associated with the removal, storage, disposal of materials and all costs associated with the site restoration.

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10. Permittee agrees to defend and hold harmless the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether law or in equity, arising from or caused by the construction, installation, operation or use of any electronic equipment, wiring, antenna or parts furnished or used by the Permittee.
11. The Commonwealth of Virginia makes no assurance or warranty as to the condition, strength, safety or structural integrity of the tower or its component parts.
12. This permit is not transferable.
13. In case of change of address, the Permittee shall immediately notify the State Forester.
14. This permit may be terminated upon breach of any of the conditions herein or at the discretion of the Department of Forestry.
15. This permit shall have no force and effect until signed by the State Forester.

I have read the foregoing permit and agree to accept and abide by its terms and conditions.

PERMITTEE NAME

PERMITTEE TITLE

PERMITTEE SIGNATURE

DATE

STATE FORESTER APPROVAL

STATE FORESTER NAME

STATE FORESTER SIGNATURE

DATE