

**U.S. DEPARTMENT OF AGRICULTURE
FOREST SERVICE**

HISTORIC PROPERTY LEASE

AUTHORITY:

Section 111 of the National Historic Preservation Act of 1966, 54 U.S.C. 306121

Fannin County Judge, 101 E. Rayburn Dr., Ste. 101, BONHAM, TX 75418 (hereinafter "the lessee"), is authorized to use and occupy an historic property on National Forest System lands in the Caddo National Grasslands, subject to the terms and conditions of this lease (the lease) and its appendices.

This lease is for an historic property called, Lake Fannin and its associated National Forest System lands, which has been deemed eligible for listing or is listed on the National Register of Historic Places, and its associated National Forest System lands, which covers 197 acres in the County of Fannin in the State of Texas in the administrative Units 35, 36, 37, 38, & 39 on the Caddo National Grasslands (the lease area), as shown on the map in Appendix A.

This lease is issued for operation and maintenance of the Lake Fannin Historic Site and the National Forest System lands in the lease area for purposes of maintaining and restoring the structures and associated structures and to ensure the adequate preservation of the historic properties covered by this lease as required under Section 111(a) of the National Historic Preservation Act. The Forest Service's determination that this lease will adequately ensure preservation of the authorized historic properties is included in Appendix B.

The following are attached to and incorporated into this lease:

- APPENDIX A: Map of the Lease Area
- APPENDIX B: Preservation Determination
- APPENDIX C: Operating Plan
- APPENDIX D: Site Assessment

TERMS AND CONDITIONS

I. GENERAL TERMS

A. AUTHORITY. This lease is issued pursuant to Section 111 of the National Historic Preservation Act of 1966, as codified at 54 U.S.C. 306121, and 36 CFR Part 251, Subpart B, as amended, and is subject to these provisions.

B. AUTHORIZED OFFICER. The authorized officer is the Forest or Grassland Supervisor or a subordinate officer with delegated authority.

C. TERM. This lease shall expire at midnight on **12/31/2047**, 30 years from the date of issuance.

D. CONTINUATION OF USE AND OCCUPANCY. Upon expiration of this lease, the use and occupancy authorized by this lease may not continue unless a new lease is issued. The authorized officer may prescribe new terms and conditions when a new lease is issued. Prior to expiration of this lease, the lessee may apply for a new lease that would renew the use and occupancy authorized by this lease. Applications for a new lease must be submitted at least 6 months prior to expiration of this lease. Continuation of the use and occupancy authorized by this lease shall be at the sole discretion of the authorized officer. At a minimum, before renewing the use and occupancy authorized by this lease, the authorized officer shall require that (1) the use and occupancy to be authorized by the new lease is consistent with the standards and guidelines in the applicable land management plan; (2) the type of use and occupancy to be authorized by the new lease is the same as the type of use and occupancy authorized by this lease; and (3) the lessee is in compliance with all the terms of this lease.

E. AMENDMENT. This lease 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 that may be required by law, regulation, directive, the applicable land management plan, or projects and activities implementing a land management plan pursuant to 36 CFR Part 218.

F. COMPLIANCE WITH LAWS, REGULATIONS, AND OTHER LEGAL REQUIREMENTS. In exercising the rights and privileges granted by this lease, the lessee shall comply with all present and future federal laws and regulations and all present and future state, county, and municipal laws, regulations, and other legal requirements that apply to the lease area, to the extent they do not conflict with federal law, regulation, or policy. The Forest Service assumes no responsibility for enforcing laws, regulations, and other legal requirements that fall under the jurisdiction of other governmental entities.

G. RESERVATIONS. All rights not specifically and exclusively granted to the lessee are reserved to the Forest Service, including:

1. The right of access to the lease area, including a continuing right of physical entry to the lease area for inspection, monitoring, or any other purpose consistent with any right or obligation of the United States under any law or regulation.
2. The right to use, administer, and dispose of all natural resources and improvements other than the authorized improvements, including the right to use roads and trails and authorize others to use the lease area in any way that is not inconsistent with the lessee's rights and privileges under this lease, after consultation with all parties involved.
3. Except for any restrictions that the lessee and the authorized officer agree are necessary to protect the installation and operation of authorized temporary improvements, the lands and waters covered by this lease shall remain open to the public for all lawful purposes.

H. ASSIGNABILITY. This lease is not assignable or transferable.

I. CHANGE IN CONTROL OF THE BUSINESS ENTITY

1. Notification of Change in Control. The lessee shall notify the authorized officer when a change in control of the business entity that holds this lease is contemplated.

a. In the case of a corporation, control is an interest, beneficial or otherwise, of sufficient outstanding voting securities or capital of the business so as to permit the exercise of managerial authority over the actions and operations of the corporation or election of a majority of the board of directors of the corporation.

b. In the case of a partnership, limited partnership, joint venture, or individual entrepreneurship, control is a beneficial ownership of or interest in the entity or its capital so as to permit the exercise of managerial authority over the actions and operations of the entity.

c. In other circumstances, control is any arrangement under which a third party has the ability to exercise management authority over the actions or operations of the business.

2. Effect of Change in Control. Any change in control of the business entity as defined in clause J.1 shall result in termination of this lease. The party acquiring control must submit an application for a historic properties lease. The Forest Service is not obligated to issue a new lease to the party who acquires control. The authorized officer shall determine whether the applicant meets the requirements established by applicable federal regulations.

F. AREA ACCESS. Except for any restrictions as the lessee and the authorized officer may agree to be necessary to protect the installation and operation of authorized structures and developments, the lands and waters covered by this lease shall remain open to the public for all lawful purposes. To facilitate public use of this area, all existing roads, or roads as may be constructed by the lessee, shall remain open to the public, except for roads as may be closed by joint agreement of the lessee and the authorized officer.

II. IMPROVEMENTS

A. **LIMITATIONS ON USE.** Nothing in this lease gives or implies permission to build or maintain any structure or facility or to conduct any activity, unless specifically authorized by this lease. Any use not specifically authorized by this lease, including new construction and reconstruction, rehabilitation, and restoration of the authorized improvements, must be proposed in accordance with 36 CFR 251.54. Approval of such a proposal through issuance of a new lease or lease amendment is at the sole discretion of the authorized officer.

B. **PLANS.** All plans for development, layout, construction, reconstruction, or alteration of improvements in the lease area, as well as revisions to those plans must be prepared by a professional engineer, architect, landscape architect, or other qualified professional acceptable to the authorized officer. Before they are implemented, these plans and plan revisions must have written approval from the authorized officer, and comply with all applicable requirements of the National Historic Preservation Act and its implementing regulations. The authorized officer may require the lessee to furnish as-built plans, maps, or surveys upon completion of the work.

C. **MASTER DEVELOPMENT PLAN.** The lessee shall prepare a master development plan in a form acceptable to the authorized officer for construction of any improvements to be authorized by this lease. The master development plan and any changes to the plan must have prior written approval from the authorized officer before they are implemented, and shall become part of this lease. Additional construction beyond maintenance of existing improvements shall not be authorized without amendment of the master development plan.

III. OPERATIONS

A. **OPERATING PLAN.** The lessee shall prepare and annually revise by **October 1 of each year** an operating plan. The operating plan shall be prepared in consultation with the authorized officer or the authorized officer's designated representative and shall cover all operations authorized by this lease. The operating plan shall outline steps the lessee will take to protect public health and safety and the environment and shall include sufficient detail and standards to enable the Forest Service to monitor the lessee's operations for compliance with the terms and conditions of this lease. Before execution of this lease, the lessee and the Forest Service shall execute an agreement with the [name] State Historic Preservation Office to ensure that operation and maintenance of the authorized historic resources will conform to the Secretary of the Interior's Standards and other regulations relating to implementation of the National Historic Preservation Act. The agreement shall establish standard procedures for consultation and reporting on undertakings that may affect the historic character of the authorized improvements. The agreement shall be attached to the operating plan as an appendix. The operating plan shall be submitted by the lessee and approved by the authorized officer or the authorized officer's designated representative prior to commencement of operations and shall be attached to this lease as Appendix C. The authorized officer may require an annual meeting with the lessee to discuss the terms and conditions of the lease or operating plan, annual use reports, or other concerns either party may have.

B. **PERIOD OF USE.** Use or occupancy of the lease area shall be exercised at least **90 days** each year.

C. **RESPONSIBILITY FOR DAY-TO-DAY ACTIVITIES.** As a general rule, the lessee shall conduct the day-to-day activities authorized by this lease. A limited amount of activities may be conducted by a party other than the lessee, but only with prior written approval of the authorized officer. The lessee shall continue to be responsible for compliance with all the terms of this lease.

D. **LEASING.** Subject to clause III.C, the lessee may lease the authorized improvements that are located within the lease area with the prior written approval of the authorized officer. The Forest Service reserves the right to disapprove these leases. The lessee shall remain responsible for compliance of the leased improvements with all the terms and conditions of this lease.

E. **REGULATION OF SERVICES AND RATES.** The Forest Service shall have the authority to regulate the adequacy and type of services provided the public under this lease and to require that these services conform to satisfactory standards. The lessee may be required to furnish a schedule of prices for sales and services authorized by the lease. These prices may be regulated by the Forest Service, provided that the lessee shall not be required to charge prices significantly different from those charged by comparable or competing enterprises.

F. CONDITION OF OPERATIONS. The lessee shall maintain the authorized improvements and lease area to standards of repair, orderliness, neatness, sanitation, and safety acceptable to the authorized officer and consistent with other provisions of this lease. Standards are subject to periodic change by the authorized officer when deemed necessary to meet statutory, regulatory, or policy requirements or to protect national forest resources. The lessee shall comply with inspection requirements deemed appropriate by the authorized officer.

G. ALTERATION OF GOVERNMENT IMPROVEMENTS. If during the term of this lease any government-owned improvements are altered in any way, the material, equipment, fixtures or other appurtenances that are affixed to or made a part of those improvements in connection with the alteration shall become the property of the United States, regardless of whether the work is performed by the lessee or any other party. The lessee shall not be entitled to any compensation for that property.

H. MONITORING BY THE FOREST SERVICE. The Forest Service shall monitor the lessee's operations and reserves the right to inspect the lease area at any time for compliance with the terms and conditions of this lease. The lessee's obligations under this lease are not contingent upon any duty of the Forest Service to inspect the lease area or authorized improvements. A failure by the Forest Service or other governmental officials to inspect is not a justification for noncompliance with any of the terms and conditions of this lease.

I. REMOVAL AND PLANTING OF VEGETATION. This lease does not authorize the cutting of trees, brush, shrubs, and other plants ("vegetation"). Vegetation may be removed, destroyed, or trimmed only after the authorized officer or the authorized officer's designated representative has approved in writing and marked or otherwise identified what may be removed, destroyed, or trimmed. Timber meeting utilization standards that is cut or destroyed shall be disposed of in accordance with and for the purposes set forth in 36 CFR 223.2. Specifically, trees, portions of trees, or other forest products in any amount on National Forest System lands may be disposed of for Forest Service administrative use per 36 CFR 223.2(a)-(e), by sale, or without charge, as may be most advantageous to the United States, as determined by the Forest Service, subject to the maximum cut fixed in accordance with established policies for management of the national forests. Planting of vegetation in the lease area must have prior written approval from the authorized officer.

J. USE OF NATIONAL FOREST SYSTEM ROADS AND TRAILS. The lessee's use of National Forest System roads and National Forest System trails shall comply with applicable requirements in 36 CFR Part 212, Subpart A; 36 CFR Part 261, Subpart A; and orders issued under 36 CFR Part 261, Subpart B. Motor vehicle use shall be consistent with designations made under 36 CFR Part 212, Subpart B. Over-snow vehicle use shall be consistent with designations made under 36 CFR Part 212, Subpart C, unless specifically provided otherwise in the operating plan.

K. SIGNAGE. Signs or other advertising posted on National Forest System lands shall be subject to prior written approval of the authorized officer as to location, design, size, color, and content. Erected signs shall be maintained to standards determined by the Forest Service.

L. ADVERTISING. The lessee, 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 historic properties lease, or the area covered by it or the vicinity. The fact that the leased area is located on the National Forest shall be made readily apparent in all of the lessee's brochures and print advertising regarding use and management of the area and authorized facilities.

M. REFUSE DISPOSAL. The lessee shall comply with all applicable federal, state, and local requirements related to the disposal of refuse resulting from the use and occupancy authorized by this lease.

N. SANITATION. The operation and maintenance of all sanitation, food service, and water-supply methods, systems, and facilities shall comply with applicable standards set by state and local health departments.

O. LIQUOR SALES. The sale of [liquor or beer and wine] is allowed in the lease area contingent upon a valid state license. However, in the event of a violation of any liquor law or regulation, the authorized officer may require that the sale of [liquor or beer and wine] shall cease. The lessee shall be informed in writing by the authorized officer if the sale of [liquor or beer and wine] must cease.

P. GAMBLING. Gambling and gambling machines and devices are prohibited on National Forest System lands, regardless of whether they are lawful under state or local law.

Q. NONDISCRIMINATION

1. The lessee and its employees shall not discriminate against any person on the basis of race, color, sex (in educational and training programs), national origin, age, or disability or by curtailing or refusing to furnish accommodations, facilities, services, or use privileges offered to the public generally. In addition, the lessee and its employees shall comply with the provisions of Title VI of the Civil Rights Act of 1964 as amended, Section 504 of the Rehabilitation Act of 1973, as amended, Title IX of the Education Amendments of 1972, as amended, and the Age Discrimination Act of 1975, as amended.

2. The lessee shall include and require compliance with the above nondiscrimination provisions in any third-party agreement made with respect to the operations authorized under this lease.

3. The Forest Service shall furnish signs setting forth this policy of nondiscrimination. These signs shall be conspicuously displayed at the public entrance to the premises and at other exterior or interior locations, as directed by the Forest Service.

4. 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 or the State in which the violation occurs.

R. EQUAL ACCESS TO FEDERAL PROGRAMS. In addition to the above nondiscrimination policy, the lessee agrees to insure that its programs and activities are open to the general public on an equal basis and without regard to any non-merit factor.

S. PROHIBITION OF TIME-SHARE ARRANGEMENTS. The authorized improvements shall not be operated under a time-share or interval-ownership arrangement. All authorized improvements shall be made available to the general public on a short-term rental basis.

T. LESSEE'S REPRESENTATIVE. The lessee or the lessee's designated representative shall be within the lease area at all times when the facilities are open to the public. The lessee shall notify the authorized officer in writing who the lessee's representative will be.

U. LESSEE'S AND USERS' CONDUCT. Disorderly or otherwise objectionable conduct by the lessee or those occupying the lease area with the lessee's permission shall be cause for revocation or suspension of this lease.

IV. RIGHTS AND LIABILITIES

A. LEGAL EFFECT OF THE LEASE AND APPEAL RIGHTS. This lease is not real property and may not be used as collateral for a loan. The benefits and requirements conferred by this lease are reviewable solely under the procedures set forth in 36 CFR Part 214 and 5 U.S.C. 704.

B. VALID EXISTING RIGHTS. This lease is subject to all valid existing rights. Valid existing rights include those derived under mining and mineral leasing laws of the United States. The United States is not liable to the lessee for the exercise of any such right.

C. ABSENCE OF THIRD-PARTY BENEFICIARY RIGHTS. The parties to this lease do not intend to confer any rights on any third party as a beneficiary under this lease.

D. NO WARRANTY OF ACCESS, SITE SUITABILITY, OR SERVICES. This lease authorizes the use and occupancy of National Forest System lands by the lessee for the purposes identified in this lease. The Forest Service does not make any express or implied warranty of access to the lease area, of the suitability of the site for the authorized uses, or for the furnishing of road or trail maintenance, water, fire protection services, search and rescue services, or any other services by a government agency, utility, association, or individual.

E. RISK OF LOSS. The lessee assumes all risk of loss to the authorized improvements and all risk of loss of use and occupancy of the lease area, in whole or in part, due to public health and safety or

environmental hazards. Loss to the authorized improvements and loss of use and occupancy of the lease area may result from but is not limited to theft, vandalism, fire and any fire-fighting activities (including prescribed burns), environmental contamination, avalanches, rising waters; winds, falling limbs or trees, and other forces of nature. If any authorized improvements in the lease area are destroyed or substantially damaged, the authorized officer shall conduct an analysis to determine whether the improvements can be safely occupied in the future and whether rebuilding should be allowed. If rebuilding is not allowed, the lease shall terminate. If the authorized officer determines that the lease area cannot be safely occupied due to a public health or safety or environmental hazard, the lease shall terminate.

F. DAMAGE TO UNITED STATES PROPERTY. The lessee has an affirmative duty to protect from damage the land, property, and other interests of the United States. Damage includes but is not limited to fire suppression costs, damage to federally owned improvements covered by this lease.

1. The lessee shall be liable for all injury, loss, or damage, including fire suppression or other costs in connection with rehabilitation or restoration of natural resources, resulting from the lessee's use and occupancy of the lease area. Compensation shall include but not be 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, and all administrative, legal (including attorney's fees), and other costs. Such costs may be deducted from a performance bond required under clause IV.J.

2. The lessee shall be liable for damage caused by use of the lessee or the lessee's heirs, assigns, agents, employees, contractors, or lessees to all roads and trails of the United States that are open to public use to the same extent as provided under clause IV.F.1, except that liability shall not include reasonable and ordinary wear and tear.

G. HEALTH AND SAFETY. The lessee shall take all measures necessary to protect the health and safety of all persons affected by the use and occupancy authorized by this lease. The lessee shall promptly abate as completely as possible and in compliance with all applicable laws and regulations any physical or mechanical procedure, activity, event, or condition existing or occurring in connection with the authorized use and occupancy during the term of this lease that causes or threatens to cause a hazard to the health or safety of the public or the lessee's employees or agents. The lessee shall as soon as practicable notify the authorized officer of all serious accidents that occur in connection with these procedures, activities, events, or conditions. The Forest Service has no duty under the terms of this lease to inspect the lease area or operations of the lessee for hazardous conditions or compliance with health and safety standards.

H. ENVIRONMENTAL PROTECTION

1. For purposes of clause IV.H and section V, "hazardous material" shall mean (a) any hazardous substance under section 101(14) of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), 42 U.S.C. 9601(14); (b) any pollutant or contaminant under section 101(33) of CERCLA, 42 U.S.C. 9601(33); (c) any petroleum product or its derivative, including fuel oil, and waste oils; and (d) any hazardous substance, extremely hazardous substance, toxic substance, hazardous waste, ignitable, reactive or corrosive materials, pollutant, contaminant, element, compound, mixture, solution or substance that may pose a present or potential hazard to human health or the environment under any applicable environmental laws.

2. Environmental Site Assessments (SAs). Except as provided in clause IV.H.2.c, the lessee is required to submit for written approval by the authorized officer an initial SA prior to use and occupancy under this lease and a follow-up SA prior to termination or upon revocation of this lease.

(a) Purposes. The purpose of initial and follow-up SAs is to identify Recognized Environmental Conditions in the permit area, that is, the presence or likely presence of any hazardous substances or petroleum products in, on, or at the permit area: (1) due to any release to the environment; (2) under conditions indicative of a release to the environment; or (3) under conditions that pose a material threat of a future release to the environment. A comparison of the initial and follow-up SAs shall assist the authorized officer in determining whether any environmental cleanup or restoration is required as a result of the use and occupancy. Any cleanup or restoration shall be completed promptly by the lessee in accordance with all applicable federal, state, and local laws and regulations.

(b) **Standard.** All SAs must be conducted by the lessee's qualified engineer and must meet the objectives and performance factors of 40 CFR Part 312, Innocent Landowners, *Standards for Conducting All Appropriate Inquiries*. The lessee may use The American Society for Testing and Materials (ASTM) guideline E1527-13, entitled *Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process*, or the most recent version (40 CFR 312.11(b)), or select an alternate practice that constitutes all appropriate inquiries consistent with good commercial and customary practices.

(c) **Exceptions.** If a new lease will be issued to the same lessee upon expiration of this lease, the follow-up SA shall satisfy the requirement for an initial SA for the new lease. Initial and follow-up SAs are not required when this lease is revoked with the consent of the lessee and a new lease is issued to the lessee for the balance of this lease's term or when this lease is reissued for the balance of its term to the lessee due to a modification pursuant to 36 CFR 251.61(a), provided that an initial SA shall be completed in either of these scenarios if one has not been done by the lessee. When a new lease is issued due to a change in control of the business entity that holds this lease, the lessee may rely on the initial SA performed by the future lessee, provided that it is accepted by the authorized officer prior to termination of this lease.

3. The lessee shall avoid damaging or contaminating the environment, including but not limited to the soil, vegetation (such as trees, shrubs, and grass), surface water, and groundwater, during the lessee's use and occupancy of the lease area. Environmental damage includes but is not limited to all costs and damages associated with or resulting from the release or threatened release of a hazardous material occurring during or as a result of activities of the lessee or the lessee's heirs, assigns, agents, employees, contractors, or sublessees on, or related to, the lands, property, and other interests covered by this lease. If the environment or any government property covered by this lease becomes damaged in connection with the lessee's use and occupancy, the lessee shall as soon as practicable repair the damage or replace the damaged items to the satisfaction of the authorized officer and at no expense to the United States.

4. The lessee shall as soon as practicable, as completely as possible, and in compliance with all applicable laws and regulations abate any physical or mechanical procedure, activity, event, or condition existing or occurring in connection with the authorized use and occupancy during or after the term of this lease that causes or threatens to cause harm to the environment, including areas of vegetation or timber, fish or other wildlife populations, their habitats, or any other natural resources. The lessee shall as soon as practicable notify the authorized officer of these procedures, activities, events, or conditions.

I. INDEMNIFICATION OF THE UNITED STATES. The lessee shall indemnify, defend, and hold harmless the United States for any costs, damages, claims, liabilities, and judgments arising from past, present, and future acts or omissions of the lessee in connection with the use or occupancy authorized by this lease. This indemnification provision includes but is not limited to acts and omissions of the lessee or the lessee's heirs, assigns, agents, employees, contractors, or lessees in connection with the use or occupancy authorized by this lease which result in (1) violations of any laws and regulations which are now or which may in the future become applicable, and including but not limited to those environmental laws listed in clause V.A of this lease; (2) judgments, claims, demands, penalties, or fees assessed against the United States; (3) costs, expenses, and damages incurred by the United States; or (4) the release or threatened release of any solid waste, hazardous waste, hazardous materials, pollutant, contaminant, oil in any form, or petroleum product into the environment. The authorized officer may prescribe terms that allow the lessee to replace, repair, restore, or otherwise undertake necessary curative actions to mitigate damages in addition to or as an alternative to monetary indemnification.

J. BONDING. The Authorized Officer may require the lessee to furnish a surety bond or other security for any of the obligations imposed by the terms and conditions of this lease or any applicable law, regulation, or order.

K. INSURANCE. The lessee shall furnish proof of insurance, such as a certificate of insurance, to the authorized officer prior to issuance of this lease and each year thereafter that this lease is in effect. The Forest Service reserves the right to review and approve the insurance policy and require any changes needed to ensure adequate coverage of the United States in connection with the authorized use and occupancy. The lessee shall send an authenticated copy of any insurance policy obtained pursuant to this clause to the authorized officer immediately upon issuance of the policy. Any insurance policies obtained by the lessee pursuant to this clause shall name the United States as an additional insured, and the additional insured provision shall provide for insurance coverage for the United States as required

under this clause. The lessee shall give 30 days prior written notice to the authorized officer of cancellation of or any modification to the insurance policy. The certificate of insurance, the authenticated copy of the insurance policy, and written notice of cancellation or modification of insurance policies should be sent to [address]. Minimum amounts of coverage and other insurance requirements are subject to change at the sole discretion of the authorized officer on the anniversary date of this lease.

1. **Liability.** The lessee shall have in force liability insurance covering losses associated with the use or occupancy authorized by this lease arising from personal injury or death and third-party property damage in the minimum amount of \$1,000,000 as a combined single limit per occurrence.
2. **Property.** The lessee shall have in force property insurance for the authorized improvements in the minimum amount of \$3,500,000. The types of loss to be covered by clause IV.K.2 shall include but not be limited to damage to the authorized improvements. At the sole discretion of the authorized officer, the Forest Service may require the lessee to use all proceeds from property damage insurance policies to repair, rebuild, restore, or replace damaged government property covered by the policy, or may obtain payment of those proceeds from the lessee or the insurance company.
3. **Hazardous Materials.** Depending on the lessee's operations, the Forest Service may require the lessee to demonstrate the availability of funds to address any release or threatened release of hazardous materials that may occur in connection with the lessee's use or occupancy. Any requirements imposed would be established on a case-by-case basis by the authorized officer based on the degree of environmental risk from the lessee's operations. The storage and use of normal maintenance supplies in nominal amounts generally would not trigger financial assurance requirements.

V. RESOURCE PROTECTION

A. COMPLIANCE WITH ENVIRONMENTAL LAWS. The lessee shall in connection with the use or occupancy authorized by this lease comply with all applicable federal, state, and local environmental laws and regulations, including but not limited to those established pursuant to the Resource Conservation and Recovery Act, as amended, 42 U.S.C. 6901 *et seq.*, the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 *et seq.*, the Oil Pollution Act, as amended, 33 U.S.C. 2701 *et seq.*, the Clean Air Act, as amended, 42 U.S.C. 7401 *et seq.*, CERCLA, as amended, 42 U.S.C. 9601 *et seq.*, the Toxic Substances Control Act, as amended, 15 U.S.C. 2601 *et seq.*, the Federal Insecticide, Fungicide, and Rodenticide Act, as amended, 7 U.S.C. 136 *et seq.*, and the Safe Drinking Water Act, as amended, 42 U.S.C. 300f *et seq.*

B. WATER POLLUTION. No waste or by-product shall be discharged into water if it contains any substance in concentrations which will result in harm to fish and wildlife, or to human water supplies. Storage facilities for materials capable of causing water pollution, if accidentally discharged, shall be located so as to prevent any spillage into waters or channels leading into water that would result in harm to fish and wildlife or to human water supplies.

C. ESTHETICS. The lessee shall protect the scenic esthetic values of the lease area and the adjacent land to the greatest extent possible during operation and maintenance of the authorized improvements.

D. VANDALISM. The lessee shall take reasonable measures to prevent and discourage vandalism and disorderly conduct and when necessary shall contact the appropriate law enforcement officer.

E. PESTICIDE USE

1. **Authorized Officer Concurrence.** Pesticides may not be used outside of buildings in the lease area to control pests, including undesirable woody and herbaceous vegetation (including aquatic plants), insects, birds, rodents, or fish without prior written concurrence of the authorized officer. Only those products registered or otherwise authorized by the U.S. Environmental Protection Agency and appropriate State authority for the specific purpose planned shall be authorized for use within areas on National Forest System lands.

2. **Pesticide-Use Proposal.** Requests for concurrence of any planned uses of pesticides shall be provided in advance using the Pesticide-Use Proposal (form FS-2100-2). Annually the lessee shall, on the due date established by the authorized officer, submit requests for any new, or continued, pesticide usage. The Pesticide-Use Proposal shall cover a 12-month period of planned use. The Pesticide-Use Proposal shall be submitted at

least 60 days in advance of pesticide application. Information essential for review shall be provided in the form specified. Exceptions to this schedule may be allowed, subject to emergency request and approval, only when unexpected outbreaks of pests require control measures which were not anticipated at the time an annual Pesticide-Use Proposal was submitted. Only those products registered, or otherwise authorized, by the U.S. Environmental Protection Agency and cognizant State authority for the specific purpose planned shall be authorized for use in areas on National Forest System lands.

3. **Safety Plan.** Before applying pesticides in the lease area, the lessee shall submit to the authorized officer a safety plan that includes, at a minimum, a precise statement of the treatment objectives; a description of equipment, materials, and supplies to be used, including pesticide formulation, quantities, and application methods; a description of the lines of responsibility for project planning, project monitoring, and after-action review; a description of any necessary interagency coordination; a copy of the current Pesticide-Use Proposal for the lease; a description of the process by which treatment effectiveness will be determined; and a spill plan, communications plan, security plan, and, when required by applicable local requirements, a provision for prior notification to sensitive individuals.

4. **Reporting.** The lessee shall promptly report in writing to the authorized officer completion of each pesticide application project. The report shall contain information requested by the authorized officer and shall be submitted no later than [month and day] of each year.

5. **Labeling, Laws, and Regulations.** Label instructions and all applicable laws and regulations shall be strictly followed in the application of pesticides and disposal of excess materials and containers. No pesticide waste, excess materials, or containers shall be disposed of in any area administered by the Forest Service.

F. ARCHAEOLOGICAL-PALEONTOLOGICAL DISCOVERIES. The lessee shall immediately notify the authorized officer of all antiquities or other objects of historic or scientific interest, including but not limited to historic or prehistoric ruins, fossils, or artifacts discovered in connection with the use and occupancy authorized by this lease. The lessee shall follow the applicable inadvertent discovery protocols for the undertaking provided in an agreement executed pursuant to section 106 of the National Historic Preservation Act, 54 U.S.C. 306108; if there are no such agreed-upon protocols, the lessee shall leave these discoveries intact and in place until consultation has occurred, as informed, if applicable, by any programmatic agreement with tribes. Protective and mitigation measures developed under this clause shall be the responsibility of the lessee. However, the lessee shall give the authorized officer written notice before implementing these measures and shall coordinate with the authorized officer for proximate and contextual discoveries extending beyond the lease area.

G. NATIVE AMERICAN GRAVES PROTECTION AND REPATRIATION ACT (NAGPRA). In accordance with 25 U.S.C. 3002(d) and 43 CFR 10.4, if the lessee inadvertently discovers human remains, funerary objects, sacred objects, or objects of cultural patrimony on National Forest System lands, the lessee shall immediately cease work in the area of the discovery and shall make a reasonable effort to protect and secure the items. The lessee shall follow the applicable NAGPRA protocols for the undertaking provided in the NAGPRA plan of action or the NAGPRA comprehensive agreement; if there are no such agreed-upon protocols, the lessee shall as soon as practicable notify the authorized officer of the discovery and shall follow up with written confirmation of the discovery. The activity that resulted in the inadvertent discovery may not resume until 30 days after the authorized officer certifies receipt of the written confirmation, if resumption of the activity is otherwise lawful, or at any time if a binding written agreement has been executed between the Forest Service and the affiliated Indian tribes that adopts a recovery plan for the human remains and objects.

H. PROTECTION OF THREATENED AND ENDANGERED SPECIES, SENSITIVE SPECIES, AND SPECIES OF CONSERVATION CONCERN AND THEIR HABITAT

1. **Threatened and Endangered Species and Their Habitat.** The location of sites within the lease area needing special measures for protection of plants or animals listed as threatened or endangered under the Endangered Species Act (ESA) of 1973, 16 U.S.C. 1531 *et seq.*, as amended, or within designated critical habitat shall be shown on a map in an appendix to this lease and may be shown on the ground. The lessee shall take any protective and mitigation measures specified by the authorized officer as necessary and appropriate to avoid or reduce effects on listed species or designated critical habitat affected by the authorized use and occupancy. Discovery by the lessee or the Forest Service of other sites within the lease area containing threatened or endangered species or designated critical habitat not shown on the map in the appendix shall be promptly reported to the other party and shall be added to the map.

2. **Sensitive Species and Species of Conservation Concern and Their Habitat.** The location of sites within the lease area needing special measures for protection of plants or animals designated by the Regional Forester as sensitive species or as species of conservation concern pursuant to FSM 2670 shall be shown on a map in an appendix to this lease and may be shown on the ground. The lessee shall take any protective and mitigation measures specified by the authorized officer as necessary and appropriate to avoid or reduce effects on sensitive species or species of conservation concern or their habitat affected by the authorized use and occupancy. Discovery by the lessee or the Forest Service of other sites within the lease area containing sensitive species or species of conservation concern or their habitat not shown on the map in the appendix shall be promptly reported to the other party and shall be added to the map.

Ground Surface Protection and Restoration. The lessee shall prevent and control soil erosion and gulying on National Forest System lands in and adjacent to the lease area resulting from construction, operation, maintenance, and termination of the authorized use. The lessee shall construct authorized improvements so as to avoid accumulation of excessive amounts of water in the lease area and encroachment on streams. The lessee shall revegetate or otherwise stabilize (for example, by constructing a retaining wall) all ground where the soil has been exposed as a result of the lessee's construction, maintenance, operation, or termination of the authorized use.

Fire-Control Plan. The lessee shall prepare a fire plan for approval by the Authorized Officer which shall set forth in detail the plan for prevention, reporting, control, and extinguishing of fires on the authorized areas and within the lessee's area of responsibility defined on an attached map. Such plans shall be reviewed and revised at intervals of not more than three (3) years

Performance by Other Than Lessee. The acquisition or assumption by another party under an agreement with the lessee of any right or obligation of the lessee under this authorization shall be ineffective as to the Forest Service unless and until approved by the Authorized Forest Officer. A subsequent acquisition or assumption shall not:

1. Operate to relieve the lessee of the responsibilities or liabilities they have assumed hereunder, or
2. Be given unless such other party (1) is acceptable to the Forest Service as a lessee, and assumes in writing all of the obligations to the Forest Service under the terms of this lease as to the incomplete portion thereof, or (2) acquires the rights in trust as security and subject to such conditions as may be necessary for the protection of the public interests.

I. CONSENT TO STORE HAZARDOUS MATERIALS. The lessee shall not store any hazardous materials at the site without prior written approval from the authorized officer. This approval shall not be unreasonably withheld. If the authorized officer provides approval, this lease shall include, or in the case of approval provided after this lease is issued, shall be amended to include specific terms addressing the storage of hazardous materials, including the specific type of materials to be stored, the volume, the type of storage, and a spill plan. Such terms shall be proposed by the lessee and are subject to approval by the authorized officer.

J. CLEANUP AND REMEDIATION.

1. The lessee shall immediately notify all appropriate response authorities, including the National Response Center and the authorized officer or the authorized officer's designated representative, of any oil discharge or of the release of a hazardous material in the lease area in an amount greater than or equal to its reportable quantity, in accordance with 33 CFR Part 153, Subpart B, and 40 CFR Part 302. For the purposes of this requirement, "oil" is as defined by section 311(a)(1) of the Clean Water Act, 33 U.S.C. 1321(a)(1). The lessee shall immediately notify the authorized officer or the authorized officer's designated representative of any release or threatened release of any hazardous material in or near the lease area which may be harmful to public health or welfare or which may adversely affect natural resources on federal lands.

2. Except with respect to any federally permitted release as that term is defined under Section 101(10) of CERCLA, 42 U.S.C. 9601(10), the lessee shall clean up or otherwise remediate any release, threat of release, or discharge of hazardous materials that occurs either in the lease area or in connection with the lessee's activities in the lease area, regardless of whether those activities are authorized under this lease. The lessee shall perform cleanup or remediation immediately upon discovery of the release, threat of release, or discharge of hazardous materials. The lessee shall perform the cleanup or remediation to the satisfaction of the authorized officer and at no expense to the United States. Upon revocation or

termination of this lease, the lessee shall deliver the site to the Forest Service free and clear of contamination.

K. CERTIFICATION UPON REVOCATION OR TERMINATION. If the lessee uses or stores hazardous materials at the site, upon revocation or termination of this permit the lessee shall provide the Forest Service with a report certified by a professional or professionals acceptable to the Forest Service that the site covered by this lease is uncontaminated by the presence of hazardous materials and that there has not been a release or discharge of hazardous materials upon the site, into surface water at or near the site, or into groundwater below the site during the term of the lease. If a release or discharge has occurred, the professional or professionals shall document and certify that the release or discharge has been fully remediated and that the site is in compliance with all federal, state, and local laws and regulations.

VI. RENT AND ACCOUNTING ISSUES

A. RENT. The use or occupancy authorized by this lease is exempt from a land use fee or the land use fee has been waived in full pursuant to 36 CFR 251.57 and Forest Service Handbook 2709.11, chapter 30. Every 5 years, the Authorized Officer shall review the criteria for a land use fee waiver, and if they no longer apply, shall charge the full land use fee.

B. MODIFICATION OF THE RENT. The rent may be revised whenever necessary to reflect the market value of the authorized use or occupancy or when the fee system used to calculate the rent is modified or replaced.

C. RENTAL PAYMENT ISSUES

1. **Crediting of Payments.** Payments shall be credited on the date received by the deposit facility, except that if a payment is received on a non-workday, the payment shall not be credited until the next workday.

2. **Disputed Rent.** Rent is due and payable by the due date. Disputed rent must be paid in full. Adjustments will be made if dictated by an administrative appeal decision, a court decision, or settlement terms.

3. Late Payments

(a) **Interest.** Pursuant to 31 U.S.C. 3717 *et seq.*, interest shall be charged on any rental amount not paid within 30 days from the date it became due. The rate of interest assessed shall be the higher of the Prompt Payment Act rate or the rate of the current value of funds to the United States Treasury (i.e., the Treasury tax and loan account rate), as prescribed and published annually or quarterly by the Secretary of the Treasury in the *Federal Register* and the Treasury Fiscal Requirements Manual Bulletins. Interest on the principal shall accrue from the date the fee amount is due.

(b) **Administrative Costs.** If the account becomes delinquent, administrative costs to cover processing and handling the delinquency shall be assessed.

(c) **Penalties.** A penalty of 6% per annum shall be assessed on the total amount that is more than 90 days delinquent and shall accrue from the same date on which interest charges begin to accrue.

(d) **Termination for Nonpayment.** This lease shall terminate without the necessity of prior notice and opportunity to comply when any rental payment is 90 calendar days from the due date in arrears. The lessee shall remain responsible for the delinquent rent.

4. **Administrative Offset and Credit Reporting.** Delinquent rent and other charges associated with the lease shall be subject to all rights and remedies afforded the United States pursuant to 31 U.S.C. 3711 *et seq.* and common law. Delinquencies are subject to any or all of the following:

(a) Administrative offset of payments due the lessee from the Forest Service.

(b) If in excess of 60 days, referral to the United States Department of the Treasury for appropriate collection action as provided by 31 U.S.C. 3711(g)(1).

- (c) Offset by the Secretary of the Treasury of any amount due the lessee, as provided by 31 U.S.C. 3720 *et seq.*
- (d) Disclosure to consumer or commercial credit reporting agencies.

VII. REVOCATION, SUSPENSION, AND TERMINATION

A. REVOCATION AND SUSPENSION. The authorized officer may revoke or suspend this lease in whole or in part:

1. For noncompliance with federal, state, or local law.
2. For noncompliance with the terms of this lease.
3. For abandonment or other failure of the lessee to exercise the privileges granted.
4. With the consent of the lessee.
5. For specific and compelling reasons in the public interest.

Prior to revocation or suspension, other than immediate suspension under clause VI.B, the authorized officer shall give the lessee written notice of the grounds for revocation or suspension and a reasonable period, typically not to exceed 90 days, to cure any noncompliance.

B. IMMEDIATE SUSPENSION. The authorized officer may immediately suspend this lease in whole or in part when necessary to protect public health or safety or the environment. The suspension decision shall be in writing. The lessee may request an onsite review with the authorized officer's supervisor of the adverse conditions prompting the suspension. The authorized officer's supervisor shall grant this request within 48 hours. Following the onsite review, the authorized officer's supervisor shall promptly affirm, modify, or cancel the suspension.

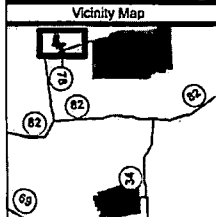
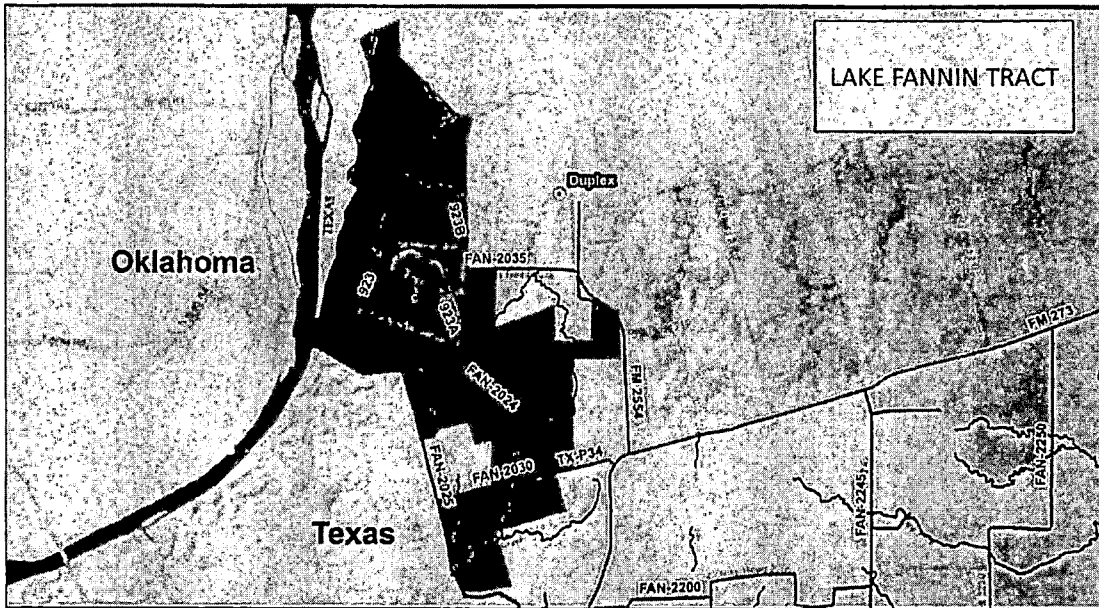
C. APPEALS AND REMEDIES. Written decisions by the authorized officer relating to administration of this lease are subject to administrative appeal pursuant to 36 CFR Part 214, as amended. Revocation or suspension of this lease shall not give rise to any claim for damages by the lessee against the Forest Service.

D. TERMINATION. This lease shall terminate when by its terms a fixed or agreed upon condition, event, or time occurs without any action by the authorized officer. Examples include but are not limited to expiration of the lease by its terms on a specified date and termination upon change of control of the business entity. Termination of this lease shall not require notice, a decision document, or any environmental analysis or other documentation. Termination of this lease is not subject to administrative appeal and shall not give rise to any claim for damages by the lessee against the Forest Service.

E. RIGHTS AND RESPONSIBILITIES UPON REVOCATION OR TERMINATION WITHOUT ISSUANCE OF A NEW LEASE. Upon revocation or termination of this lease without issuance of a new lease, the lessee shall remove all structures and improvements, except those owned by the United States, within a reasonable period prescribed by the authorized officer and shall restore the site to the satisfaction of the authorized officer. If the lessee fails to remove all structures and improvements within the prescribed period, they shall 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 lessee shall remain liable for all costs associated with their removal, including costs of sale and impoundment, cleanup, and restoration of the site.

F. CONTINUATION OF OBLIGATIONS AND LIABILITIES BEYOND EXPIRATION OR REVOCATION. Notwithstanding the termination or revocation of this lease, its terms and conditions shall remain in effect and shall be binding on the lessee and the lessee's personal representative, successors, and assignees until all the lessee's obligations and liabilities accruing before or as a result of termination or revocation of this lease have been satisfied.

APPENDIX A
MAP OF THE LEASE AREA



References
 Fannin County Lake Protocol
 National Register Boundary T:\FS\NFS\NFW\FinTexas\Project\SO
 \2010Cooperation\GIS Data\FR\strctid

Disclaimer
 The USGA Forest Service makes no warranty, expressed or implied regarding the data displayed on this map, and reserves the right to correct, update, modify, or replace this information without notification.

0 0.25 0.5 1 Miles

Legend

- Lake Fannin Structures
- Fannin Bike Trail
- ▭ Lake
- Road
- Stream
- ▭ Lake Fannin Dam
- ▭ National Register Boundary
- ▭ National Forest System Lands to be Conveyed
- ▭ Non-Forest Service Land

Sheet 1 of 1

Lake Fannin Conveyance

Caddo National Grasslands

Approximately 2,025 Acres, Fannin County, Texas
 (197 Acres, National Register of Historic Places)

U.S. Forest Service - Southern Region
 Caddo National Grasslands
 U.S. Congressional District 4

Copies of this map are available for public inspection in the Office of the Regional Forester, Southern Region, Atlanta, Georgia.

APPENDIX B
PRESERVATION DETERMINATION

United States Department of the Interior
National Park Service

NATIONAL REGISTER OF HISTORIC PLACES
REGISTRATION FORM

1. NAME OF PROPERTY

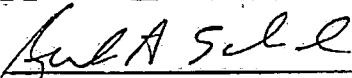
HISTORIC NAME: Lake Fannin Organizational Camp
OTHER NAME/SITE NUMBER: Lake Fannin Unit, Caddo National Grasslands

2. LOCATION

STREET & NUMBER: 1mi. w. jct. County Road 2025 and State Farm-to-Market Road 2554. Lake Fannin Unit,
Caddo National Grasslands
CITY OR TOWN: Duplex
STATE: Texas CODE: TX COUNTY: Fannin CODE: 147 ZIP CODE: 75447
NOT FOR PUBLICATION: N/A
VICINITY: X

3. STATE/FEDERAL AGENCY CERTIFICATION

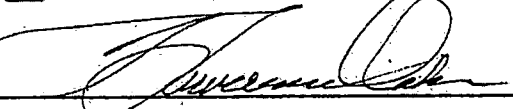
As the designated authority under the National Historic Preservation Act, as amended, I hereby certify that this nomination
request for determination of eligibility meets the documentation standards for registering properties in the National Register of
Historic Places and meets the procedural and professional requirements set forth in 36 CFR Part 60. In my opinion, the property
 meets does not meet the National Register criteria. I recommend that this property be considered significant nationally
 statewide locally. (See continuation sheet for additional comments.)


Signature of Certifying Official

4/23/01
Date

Kent Schneider
Region 8 Historic Preservation Officer, USDA Forest Service

In my opinion, the property meets does not meet the National Register criteria.
(See continuation sheet for additional comments.)


F. Lawrence Oaks, State Historic Preservation Officer
Texas Historical Commission

3-29-01
Date

4. NATIONAL PARK SERVICE CERTIFICATION

I hereby certify that this property is:

- entered in the National Register
See continuation sheet.
- determined eligible for the National Register
See continuation sheet.
- determined not eligible for the National Register
- removed from the National Register
- other (explain):

Signature of the Keeper

Date of Action

Signature of the Keeper	Date of Action

5. CLASSIFICATION

OWNERSHIP OF PROPERTY: public-federal

CATEGORY OF PROPERTY: district

NUMBER OF RESOURCES WITHIN PROPERTY:	CONTRIBUTING	NONCONTRIBUTING
	11	11 BUILDINGS
	0	0 SITES
	2	0 STRUCTURES
	0	0 OBJECTS
	13	11 TOTAL

NUMBER OF CONTRIBUTING RESOURCES PREVIOUSLY LISTED IN THE NATIONAL REGISTER: 0

NAME OF RELATED MULTIPLE PROPERTY LISTING: N/A

6. FUNCTION OR USE

HISTORIC FUNCTIONS: Recreation and culture / outdoor recreation = campground

CURRENT FUNCTIONS: Vacant / not in use

7. DESCRIPTION

ARCHITECTURAL CLASSIFICATION: Other: Rustic

MATERIALS: FOUNDATION CONCRETE, STONE
WALLS STONE, WOOD
ROOF ASPHALT
OTHER WOOD, STONE, EARTH

NARRATIVE DESCRIPTION (see continuation sheets 7-1 through 7-8).

8. STATEMENT OF SIGNIFICANCE

APPLICABLE NATIONAL REGISTER CRITERIA

- A** PROPERTY IS ASSOCIATED WITH EVENTS THAT HAVE MADE A SIGNIFICANT CONTRIBUTION TO THE BROAD PATTERNS OF OUR HISTORY.
- B** PROPERTY IS ASSOCIATED WITH THE LIVES OF PERSONS SIGNIFICANT IN OUR PAST.
- C** PROPERTY EMBODIES THE DISTINCTIVE CHARACTERISTICS OF A TYPE, PERIOD, OR METHOD OF CONSTRUCTION OR REPRESENTS THE WORK OF A MASTER, OR POSSESSES HIGH ARTISTIC VALUE, OR REPRESENTS A SIGNIFICANT AND DISTINGUISHABLE ENTITY WHOSE COMPONENTS LACK INDIVIDUAL DISTINCTION.
- D** PROPERTY HAS YIELDED, OR IS LIKELY TO YIELD, INFORMATION IMPORTANT IN PREHISTORY OR HISTORY.

CRITERIA CONSIDERATIONS: N/A

AREAS OF SIGNIFICANCE:

Politics/Government, Conservation, Entertainment/Recreation, Landscape Architecture

PERIOD OF SIGNIFICANCE: 1933-1956

SIGNIFICANT DATES: 1933, 1934, 1938

SIGNIFICANT PERSON: N/A

CULTURAL AFFILIATION: N/A

ARCHITECT/BUILDER: Local craftsmen working for the Resettlement Administration

NARRATIVE STATEMENT OF SIGNIFICANCE (see continuation sheets 8-9 through 8-13).

9. MAJOR BIBLIOGRAPHIC REFERENCES

BIBLIOGRAPHY (see continuation sheet 9-14).

PREVIOUS DOCUMENTATION ON FILE (NPS): N/A

- preliminary determination of individual listing (36 CFR 67) has been requested.
- previously listed in the National Register
- previously determined eligible by the National Register
- designated a National Historic Landmark
- recorded by Historic American Buildings Survey #
- recorded by Historic American Engineering Record #

PRIMARY LOCATION OF ADDITIONAL DATA:

- State historic preservation office (*Texas Historical Commission*)
- Other state agency
- Federal agency
- Local government
- University
- Other -- Specify Repository:

10. GEOGRAPHICAL DATA

ACREAGE OF PROPERTY: 90 acres

UTM REFERENCES	Zone	Easting	Northing	Zone	Easting	Northing	
1	14	763000	3741330	3	14	763720	3740280
2	14	763810	3741270	4	14	762700	3740660

(see continuation sheet 10-15)

VERBAL BOUNDARY DESCRIPTION The boundary of the Lake Fannin Organizational Camp is shown as the dotted line on the accompanying map titled "Lake Fannin Organizational Camp". (see continuation sheet 10-15)

BOUNDARY JUSTIFICATION The boundary includes the 75acre Lake Fannin and all structures constructed by the Resettlement Administration on the west side of the lake. (see continuation sheet 10-16)

11. FORM PREPARED BY

NAME/TITLE: John E. Ippolito, Forest Heritage Resource Program Manager

ORGANIZATION:

National Forests and Grasslands in Texas

DATE: June 30, 2000

STREET & NUMBER:

701 N. First

TELEPHONE: (936)639-8528

CITY OR TOWN: Lufkin

STATE: TX

ZIP CODE: 75901

ADDITIONAL DOCUMENTATION

CONTINUATION SHEETS

MAPS (see continuation sheet 10-15, 10-16)

PHOTOGRAPHS (see continuation sheet Photo 11-17)

ADDITIONAL ITEMS

PROPERTY OWNER

NAME: USDA-Forest Service, National Forests and Grasslands in Texas

STREET & NUMBER: 701 N. First

TELEPHONE: (936)639-8501

CITY OR TOWN: Lufkin

STATE: TX

ZIP CODE: 75901

United States Department of the Interior
National Park Service

National Register of Historic Places Continuation Sheet

Lake Fannin Organizational Camp
Near Duplex, Fannin County, Texas

Section 7, Page 1 - Narrative Description:

Overlooking the Red River and Oklahoma to the west and north, and the 75-acre Lake Fannin to the east, the camp facilities include a lodge, bath house, caretaker's complex, vacation cabins, a latrine, fire pits, and a boat house (the open deck atop the boat house was also used as a dance floor), all concentrated on the western side of the lake. The caretaker's complex includes the log residence, a well/pump house and a wooden water tower constructed in the 1930s, and a metal garage and storage building constructed in 1960s. There were originally 16 vacation cabins constructed in the camp; seven of these cabins have been destroyed, three by an act of arson in the early 1980s. The ruins of three of the other four destroyed cabins remain. The earthen fill dam and its accompanying 75-acre impoundment are considered as integral elements of the entire complex, and are deemed to be contributing structures to the complex's historical integrity. The complex is situated on a high bluff overlooking the Red River and Oklahoma. Small erosional gullies throughout the complex effectively isolate the landforms on which the buildings rest, as well as providing a channel for run-off to feed the impoundment. Generally speaking, hard red and reddish-tan clay soils are located near the surface, providing a marginal topsoil for the growth of grasses and woody brush, but very susceptible to the intrusion of cedar trees from the adjacent Red River valley. Vegetation within the complex is dominated by a canopy of large oaks and cedar trees, with a thick midstory of cedar saplings and hardwood brush, and an understory of grasses and woody vines. The cedars are an intrusive species, having moved into the area from the Red River bottomlands. The absence of intensive vegetation management over the last twenty years has contributed to the existence of very thick, dense stands of cedar brush throughout the area, particularly on the eastern side of the lake. Several structures within the camp, most notably the bathhouse and latrine, are threatened by their close proximity to large canopy oaks, which contain many large dead or damaged limbs and branches.

A description of the original and present condition of each building within the complex follows:

Cabin #1. (Bldg. T-901): This one-room log cabin measured 18' x 20', with a stone fireplace dominating the western elevation. An east-facing screened porch provided access to the central room of the cabin. Concrete was utilized for the foundation and flooring, and oak shake shingles were utilized in the original standard gable roofing. These were replaced in the 1950s with composition shingles. By 1979, the roof had completely collapsed and the structural stability of the walls had been severely compromised, rendering it unsafe. This cabin was partially demolished in 1980, with only portions of the fireplace and foundation remaining today. It is considered to be a non-contributing building.

Cabin #2. (Bldg. T-902): This one-room stone cabin measured 20' x 22', with a stone fireplace on the western wall. The foundation and flooring were of poured concrete. It also had an east-facing screened porch. Sandstone from a nearby quarry site was utilized in the construction of this cabin. Log veneer gable treatments were placed above the windows. The entire structure was covered by a standard gable roof covered with oak shake shingles. The oak shake shingles were replaced with composition shingles during the 1950s. By 1979, the roof had

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Lake Fannin Organizational Camp
Near Duplex, Fannin County, Texas

Section 7, Page 2 - Narrative Description:

Cabin #2 (Bldg. T-902) cont'd.

completely collapsed and the wall integrity was severely compromised, as evidenced by the presence of massive cracks in the stonework and degraded mortar. This cabin was partially demolished in 1980, and today only portions of the chimney and foundation remain. This cabin is considered to be a non-contributing building.

Cabin #3. (Bldg. T-903): This one-room stone cabin measured 20' x 22', with an east-facing screened porch providing access to the structure. The foundations and floors were constructed of poured concrete. The cabin was constructed of sandstone acquired from a local quarry. Above the windows were log veneer headers and gable treatments. The roof was a gable type, covered with oak shake shingles. By 1979, the roof had completely collapsed and the wall integrity was severely compromised, as evidenced by the presence of massive cracks in the stonework and degraded mortar. This cabin was partially demolished in 1980, and today only portions of the chimney and foundation remain. This cabin is considered to be a non-contributing building.

Cabin #4. (Bldg. T-904): This cabin is nearly identical to cabins 2 and 3. It is a one-room stone structure, measuring 20' x 22', with a screened porch which faces generally northeast. Access is through the screened porch. The foundation and flooring are of poured concrete, with walls constructed of sandstone thought to be from a local quarry. Log veneer treatments are placed above the window headers, and blend to the tip of the roof gable. Oak shakes were used in the original construction, but were replaced by composition shingles during the 1950s. In 1995, the windows and doors were removed and the openings covered with a louver system designed to allow for better ventilation. The installation of rolled roofing was not completed at this time, and failure of the existing roof has accelerated. This cabin is considered to be a contributing building as it retains the key elements of its architectural integrity.

Cabin #5 (Bldg. #T-905): This is a one room log structure, with a screened porch facing east and measuring 18' x 20". Primary access to the cabin is through the screened porch. The foundation is of flagstone and concrete, with the flooring being of poured concrete. The walls are comprised of simply notched logs, and a large stone chimney is present on its western wall. The roof is a simple gable construction, originally covered with oak shake shingles that were replaced with composition shingles in the 1950s. In 1980, the roof decking rotted away, causing a major collapse of the roof and contributing to the further loss of the structure's stability. It was then demolished. The ruins of this building are considered to be non-contributing.

Cabin #6 (Bldg. #T-906): This is an L-shaped one room stone structure, measuring 25'x26', with a corner fireplace located at the intersect of the interior south and west walls. An unscreened stone porch provides an alcove entry on the west wall. The foundation is of flagstone and concrete, while the floors of the cabin and porch are of poured concrete. The walls are a non-coursed stone construction, as is the chimney. The original

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Lake Fannin Organizational Camp
Near Duplex, Fannin County, Texas

Section 7, Page 3 - Narrative Description:

Cabin #6 (Bldg. #T-906) cont'd.

wooden doors and windows have been replaced with louvered panels to facilitate airflow and improve security. Sandstone believed to be from a local quarry is the primary construction material used on the walls and chimney of this cabin. The roof is of a hip-style construction and was originally covered with oak shakes. These were replaced with composition shingles in the 1950s, which were covered with rolled roofing in 1995. This cabin retains sufficient architectural integrity to be considered as a contributing building to the historical significance of the complex.

Cabin #7 (Bldg. #T-907): This is a one room log structure, measuring 18' x 20', built upon a foundation of locally quarried sandstone. The floors are concrete, while a large stone fireplace dominates the south wall. Access to the cabin is through a north facing screened porch. The gable roof originally was covered with oak shakes, but these were replaced in the 1950s with composition shingles. A major failure of the roof structure led to a collapse of the cabin, and it was subsequently demolished in 1980. The ruins of this building are considered as non-contributing elements to the complex.

Cabin #8 (Bldg. #T-908): This is a one room stone structure, constructed with sandstone excavated from a nearby quarry. Measuring 21' x 31', this hip-roofed structure has a corner fireplace aligned with an outer alcove wall, giving the appearance of central fireplace. The outer alcove provides access to the cabin. The floors are concrete, and all doors and windows have been replaced with louvered vents installed in 1996 as part of the mothballing operation for the complex. The original oak shake roofing was replaced in the 1950s with composition shingles. This cabin retains sufficient architectural integrity to be considered as a contributing building.

Cabin #9 (Bldg. #T-909): This is a one room stone structure, measuring 18' x 20', constructed with sandstone excavated from a nearby quarry. Entry is via a small porch partially enclosed by a low wall. A massive chimney dominates the south wall. Sandstone was used in construction of the foundation, while the floor is constructed of concrete. All doors and windows have been replaced with louvered vents as part of the long term mothballing project in 1995-1996. The gable roof was originally covered with oak shakes; however, composition shingles were installed during the 1950s. The installation of rolled roofing was not completed in 1995. This structure retains its architectural integrity, and is considered to be a contributing building.

Cabin #10 (Bldg. #T-910): This is a one room log structure, measuring 20' x 24'. A screened porch on the eastern side of the structure provides access. The foundation is constructed of sandstone, while the floors are concrete. A large stone chimney dominates the west wall. The logs are of irregular lengths and diameters, and in

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National Park Service

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Lake Fannin Organizational Camp
Near Duplex, Fannin County, Texas

Section 7, Page 4 - Narrative Description:

Cabin #10 (Bldg. #T-910) cont'd.

some cases were allowed to run several feet beyond the corner joints. All windows and doors were replaced in 1995 with louvers and vents to facilitate airflow and allowing the building to breathe while not in use. The gable roof was originally covered with oak shakes; these were removed during the 1950s and replaced with composition shingles. In 1995, rolled roofing was installed to temporarily stabilize the roof and prevent further degradation from leaks and excessive moisture. This structure retains its architectural integrity, and is considered to be a contributing building.

Cabin #11 (Bldg. #T-911): This is a one room log veneer structure, measuring 24' x 25', with an east facing front porch providing the main access to the structure. Its foundation is locally quarried sandstone and rises several feet along the north and east faces. Stone steps provide access to the porch. Floors are concrete. A stone chimney is situated along the south wall. All doors and windows have been replaced with louvers and vents to facilitate airflow and reduce the buildup of moisture and mildew on the interior of the structure. The gable roof was originally covered with oak shakes. These were replaced with composition shingles during the 1950s. The installation of rolled roofing in 1995 was not completed at that time, and consequently the failure of the roofing system has accelerated. The north wall foundation, which was badly degrading, was shored up in 1995 by constructing a wall consisting of 2" x 6" and 2" x 8" lumber and 4" x 4" posts. This structure still retains its architectural integrity and is considered one of the contributing buildings in the complex.

Cabin #12 (Bldg. #T-912): This two-room structure contains a bathroom as well as a living area and screened porch. It measures 29' x 20' and is characterized by a log veneer exterior. The foundation appears as a stone veneer attached to concrete, while the floors of the structure are strictly concrete. The screened porch on the east elevation provides access into the structure via stone steps and a door on its north wall. The gable roof was originally covered with oak shakes, which were replaced with composition shingles in the 1950s. This structure retains its architectural integrity and is considered as contributing to the historical integrity of the complex.

Cabin #13 (Bldg. #T-913): This two room stone structure measures 29' x 20', and was one of three cabins constructed on the high ridge overlooking the Red River valley, rather than adjacent to the lake. It was constructed of sandstone excavated from a nearby quarry. The foundation is a thick stone veneer on a concrete slab, which provides the floor of the cabin. The screened porch, which provides access to the cabin, faced southeasterly, providing a view of the lake. The fireplace was located along one of the inner walls adjacent to the porch, allowing the chimney to extend through the central peak of the hip style roof. Oak shakes originally covered the roof, but these were replaced with composition shingles during the 1950s. An inspection in 1980

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Cabin #13 (Bldg. #T-913) cont'd.

revealed that the roof members were severely rotted and that the structural integrity of the cabin was seriously compromised. Shortly after, the roof collapsed, partially destroying several walls in the process. In 1992, the rubble of this cabin was the object of an act of arson that also destroyed cabins 15 and 16. It is considered to be a non-contributing element to the historical integrity of the complex.

Cabin #14 (Bldg. #T-914): This cabin is very similar to cabin #12. It is a two-room log veneer structure, with a buttressed masonry foundation. It measures 23' x 25', with a stone chimney dominating the south wall. The south wall foundation has failed and is bulging down-slope. The chimney has separated from the structure and is in danger of collapse, possibly destroying the entire south wall in the process. Due to the steepness of the ground slope adjacent to this wall, attempts at constructing a shoring structure to stabilize this foundation were unsuccessful. Access to the cabin is through a screened porch on the east elevation. The gable roof was originally covered with oak shakes, which were replaced in the 1950s with composition shingles. Due to the unsafe conditions caused by the foundation and chimney failures and accelerated rot of roofing members, rolled roofing was not installed during the stabilization efforts in 1995. Although subject to several major structural deficiencies that could eventually lead to its collapse, this cabin retains sufficient architectural integrity at the present time to be considered as contributing to the historical integrity of the complex.

Cabin #15 (Bldg. #T-915): Arsonists destroyed this cabin in 1992. It was one of two cabins constructed with an oak shake veneer over buttressed masonry foundations located on the high ridge overlooking the Red River. Measuring 29' x 20', it contained two rooms and a screened porch that opened eastward toward the lake. The stone fireplace was located on the western wall of the cabin. All stone used in the construction of this cabin is sandstone believed to have come from a local quarry. The gable roof was originally covered with oak shake shingles, which were replaced in the 1950s with composition shingles. The ruins of this structure are considered to be non-contributing elements to the historical integrity of the complex.

Cabin #16 (Bldg. #T-916): Arsonists destroyed this cabin in 1992. It was identical in floor plan, materials, and construction techniques to cabin #15. It is a non-contributing element to the historical integrity of the complex.

Lodge (Bldg. #T-917): This building is the signature structure of the complex, functioning as the hub for all social activities within the complex during the early years of its existence. This 53' x 86' stone structure is located on the high ridge overlooking the Red River valley to its west. The original floor plan included a dining hall, a foyer, a kitchen with walk-in pantry, a check room, a small office, and men and women's restrooms. Two

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Lodge (Bldg. #T-917) cont'd.

large fireplaces, located on the north wall of the foyer and on the east wall of the dining hall, dominate the interior furnishings. Pine paneling is present throughout the structure. The flagstone terrace on the south side has been enclosed with a screened porch and to encompass an expansion of the kitchen and pantry in the 1970s. At the same time, a small portion of the terrace on the west side of the structure was also enclosed with board and batten walls. The foundation of the structure was comprised of concrete footings along the outer walls, upon which the masonry work and 2"x12" joists were set. These joists, on 16" centers, set on built up concrete girders and on 8"x12" built up wooden girders, providing the support for the pine sub floors and oak flooring.

All wood materials used in the construction of the foundation were treated with creosote oil. In 1995, all doors and windows were removed and replaced with vented panels to facilitate airflow and reduce the buildup of moisture and mildew in the structure. Rolled roofing was installed over composition shingles at the same time. Oak shake shingles were originally installed on the gable roof, but these were replaced with composition shingles in the 1950s. Since 1998, there has been a roofing failure along the valley where the east porch roof joins the main structure, resulting in significant damage to the roof structure covering the flagstone terrace on the east side of the structure. In its original configuration, french doors separated the dining hall and foyer. These were removed in the 1970s, when the complex was being utilized as a resident summer camp. Despite the additions on the north and west sides, and the damage to the east porch roof, the lodge retains its architectural and historical integrity and is considered to be a contributing building to the historical significance of the complex.

Bathhouse (Bldg. #T-919): This structure, measuring 24'x 82', consists of a central bay with two symmetrical wings. It is constructed of locally quarried sandstone, with stone foundations and concrete floors. All doors and windows have been replaced with vented panels, which facilitate airflow and serve to reduce the accumulation of moisture and mildew within the building. Between 1959 and 1963, the wings were covered with gable roofs with dormers. Prior to 1959, the wings were open, with no roofs, as they were primarily used for changing and showering. The roofs were added to facilitate the utilization of the building as a dormitory. The central bay has a hip roof, which was covered with composition shingles at the time that the wing roofs were constructed. Prior to then, the central bay roof was covered with oak shakes. Currently, the entire roof is covered with rolled roofing, installed during conservation and mothballing efforts in 1995-1996. This structure retains sufficient architectural integrity to be considered as a contributing building to the historical context of the complex.

Latrine (Bldg. #T-920): The latrine is a stone structure, measuring 45'x 20', centrally located for ease of access from all of the cabins. The stonework is laid upon a stone and concrete foundation, with concrete floors. All doors and windows have been replaced with louvered panels to facilitate airflow. The gable roof, covered

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Latrine (Bldg. #T-920) cont'd.

with composition shingles in the late 1950s, is covered with rolled roofing that was installed in 1995 during stabilization efforts. The gable ends on the north, south and east walls are punctuated by 12 vents, designed to provide lighting as well as airflow. The roof was originally covered with oak shake shingles. This structure retains sufficient architectural integrity to be considered as contributing to the historical context of the complex.

Caretaker's Residence (Bldg. #T-921): This is a wood frame, with a split log veneer, structure, with a modified L-shaped floor plan. It contains two bedrooms, one bath, a living room, a kitchen and a small alcove created when the screened porch was enclosed with board and batten siding prior to the installation of a radio system in the 1970s. The foundation is stone affixed to a concrete slab. A flagstone porch provides access to the structure through french doors on the front of the structure. The kitchen floor is covered in vinyl linoleum, while the remainder of the structure has carpet covering the original hardwood flooring. The house has a single stone fireplace. All doors and windows have been replaced with louvered panels to facilitate airflow and reduce the accumulation of moisture and mildew on the interior of the structure. The log veneer has been painted dark brown, and a mortar mixture is used to seal the space between each split log. A segment of roof decking, 10ft² in size, was replaced in 1995 during stabilization efforts that included the installation of rolled roofing on the gable roof. Composition shingles were installed in the 1950s to replace the original oak shake shingles. This structure retains sufficient architectural integrity to be considered as contributing to the historical context of the complex.

There are three structures that are associated with the caretaker's residence. The **Water Tower** is located just northeast of the caretaker's residence. It consists of a wooden tank, hexagonal in shape, atop a wood tower. Overall height of the structure is ca. 40 feet. Prior to the early 1970s, it served as the primary water storage facility for the camp. In the early 1970s, the complex was connected to a community water system and the tank was no longer needed for water storage. However, its height was ideal for the placement of antennae for the unit's radio communication system, so it was left in place. It retains sufficient architectural integrity to be considered as a contributing structure to the historical significance of the complex. The **Pump House**, also associated with the caretaker's residence, was a small log structure constructed over the water well and pump. It measured 6'x10', and provided shelter for the main water pump. There was no chinking between the logs, and the roof was covered with oak shake shingles. This structure suffered a partial collapse in 1980 and after removal of the pumps and sealing of the well, the remains were completely removed in 1995. It is not considered a contributing structure to the historical integrity or significance of the complex. Also associated with the caretaker's residence is a **Garage/Workshop (Bldg. #T-922)**. This sheet metal and corrugated tin structure was built in the early 1970s, and is not considered to be a contributing feature to the complex.

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Boathouse: This structure, located on the shore of Lake Fannin just southeast of the bathhouse, was partially demolished in the 1970s. Only the stone columns remain today. In its original appearance, the upper deck sat upon the massive stone columns. It was used for social functions, such as dances, and provided shelter to the lower deck. The lower deck provided access to watercraft by way of ladders attached to the dock. In the 1950s, the upper deck was replaced with a gabled roof. By 1974, the roof and dock had all been dismantled and only the stone columns remain. The remains of the boathouse are not considered to be a contributing feature to the historical and architectural integrity of the complex.

In 1995-1996, members of the National Civilian Community Corps (NCCC or Americorps) completed stabilization and long-term mothballing efforts on the structures within the camp. These efforts included the stabilization of building foundations; the replacement of all doors and windows with secure vents to allow the buildings to breathe; and the installation of rolled roofing to temporarily repair roof leaks until such time that new roofs may be installed. All doors and windows removed in this effort are securely stored on-site for eventual restoration and re-installment. In 1998, a group of local craftsmen and volunteers (several of whom had participated in the initial construction of the complex) began the restoration of the caretaker's residence.

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The Lake Fannin Organizational Camp, built between 1936 and 1938, was the first Resettlement Administration (RA) project of its size in the United States and the only one of its kind in Texas attributed to the RA. Planning began in 1933 or 1934, under the direction of Fannin County RA director Malcom Campbell. At the time, soil depletion and erosion had rendered much of the agricultural land in north Texas useless. In an attempt to halt the erosion of soils, an existing lake on the property was drained and a new, larger lake was built. Construction of this dam began in early 1936, and by the fall of that year, ten of the sixteen overnight cabins had been completed (*Bonham Daily Favorite* 1936). The entire complex was completed by January of 1938. The over 400 workers employed in the construction of the site, planting and furniture making, were hired from the Fannin county relief rolls. The lake construction, coupled with sodding, terracing and installation of smaller check dams, was successful in controlling erosion, and the area served as a popular public recreation site until 1956. Contextually, the Lake Fannin Organizational Camp relates to the Rustic style of architecture made popular during the New Deal era (Wise 1994). The camp is significant in the area of Politics and Government in that it is representative of New Deal era public works projects. An account in the June 23, 1936 issue of the *Bonham Daily Favorite* attributes the authorization of this project, along with several others in Fannin County, to the efforts of Congressman Sam Rayburn, further enhancing its significance in this area. The camp layout, architectural and design elements, and building materials are all distinctive to planned landscapes created by federal public works projects during the 1930s, thus the camp is significant in the area of Landscape Architecture. The camp possesses significance in the area of Conservation as an example of a successful effort in the reclamation and conservation of badly eroded, unproductive sub-marginal agricultural lands. The selection of this particular site for this camp was predicated on the desire to stem the ravaging effects of soil erosion, caused by many years of agricultural overuse and compounded by dramatic shifts in weather patterns resulting in what is termed the "Dust Bowl era." The camp also is significant in the area of Entertainment/Recreation, as it provided the residents of Fannin County an important recreational resource that was not available prior to its construction. The association of the Lake Fannin Organizational Camp with New Deal era public works reclamation and conservation projects, its association with Congressman Sam Rayburn, its embodiment of Rustic design elements incorporated into a planned landscape, and its role in providing previously unavailable recreational resources to the local residents, make the camp eligible for the National Register of Historic Places under Criteria A and C at the state level of significance in the period 1933-1956. The continuity of use as a public recreation facility into the mid-1950s, and certain modifications to several structures as a result of the change in use patterns at that time, is reason for extending the period of significance beyond the 50-year age requirement.

President Roosevelt's land conservation ethic was firmly rooted in his experiences growing up in the Hudson River Valley. He carried his concerns for land conservation and rehabilitation into his presidency with a genuine fervor (Cutler 1985; Steely 1985) and a firm commitment that his policies would succeed in restoring the land. In April 1935, unhappy with the progress of the various programs in place for the resettlement of

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impoverished farmers and for the reclamation of sub-marginal lands for other uses, Roosevelt signed an Executive Order creating the Resettlement Administration (aka Rural Resettlement Administration) (Conkin 1976:143). He placed Assistant Secretary of Agriculture Rexford Tugwell in charge of the agency, and assigned him the task of overseeing a multitude of New Deal programs in the areas of rural relief, land utilization, rural resettlement and suburban resettlement. Specifically enumerated in the Executive Order were emphases on the developmental aspect of acquired sub-marginal lands in terms of reforestation, erosion control, flood control and recreational development (ibid.). Within this context, in the desolation that was north Texas during the Depression, the RA implemented two Land Utilization Projects in Fannin County, Lake Fannin and Lake Davy Crockett, designed to help put the unemployed into gainful work while rehabilitating and restoring highly eroded sub-marginal agricultural lands. There were also a Civilian Conservation Corps project (Bonham State Park) and Works Progress Administration (Bonham High School Gymnasium) project in Fannin County at this time. This seemingly dense concentration of federal projects in a small north Texas county was no doubt attributable to the influence of then House Majority Leader Sam Rayburn. The RA projects in Fannin County pulled their workforce entirely from the county relief rolls (*Bonham Daily Favorite 1936*), with an emphasis on providing meaningful work for displaced and unemployed tenant farmers. On a broader scale, these Land Utilization Projects were somewhat less visible, and much less controversial, than many of RA's other endeavors in rural and suburban resettlement, which add to their uniqueness and significance.

From the beginning, the Resettlement Administration was in the business of planning, financing, constructing and populating new communities. An army of architects and landscape architects was employed in this endeavor, and when required, they threw their expertise into other projects, such as recreational development (Cutler 1985). Although planning for the complex was actually begun prior to the existence of the RA, the final drawings and specifications were reviewed by Tugwell's assistant administrator (and eventual successor), W. W. Alexander, and approved by his assistant L. C. Gray in March 1937 (Letter in USFS file dated March 27, 1937). The overall plan for the complex reflects the planning philosophy of the times, with large public buildings being the central focus of the complex, and the smaller, more intimate cabins providing practical shelter (Steely 1985; Cutler 1985). In planning the complex, Fannin County RA director Malcom Campbell utilized many of the same design standards and elements for Lake Fannin that were being utilized by the CCC in Fannin County (Bonham State Park) and across the nation. Specifically, the use of stone, timber and earth as the principle construction materials for the complex ensured that the manmade forms blended with the natural environment, embellishing the distinctive Rustic style so closely associated with New Deal era recreation construction projects (Wise 1994). Distinctive differences between the RA and CCC application of these design standards are evident, however. Bonham State Park, a nearby NRHP eligible facility (Jim Steely, Personal Communication 2000) constructed by the CCC over the same period of time as Lake Fannin, offers some contrasts in materials, style and construction methods. The stone utilized at Bonham State Park (which was quarried from a site near Gober, Texas in central Fannin County), is different from the stone used at Lake

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Fannin (quarried from a site within the complex, in northern Fannin County). The stonework at Bonham State Park is largely incorporated into the structures as load bearing walls, while the RA craftsmen at Lake Fannin were more apt to incorporate it as a veneer material for a standard wood frame structure (the exception being the use of stone in constructing buttressed foundations for several of the cabins). Bonham State Park contained no structures designed for providing overnight accommodations, while this was the principle purpose of the cabins at Lake Fannin, an indication, possibly, of the differing missions and recreation concepts of the two agencies. Lastly, a CCC company was assigned to live at the Bonham State Park site, while there is no indication from the historical record that the RA craftsmen lived on-site at Lake Fannin.

During the latter half of the 19th century, the grassland prairies of north Texas underwent dramatic changes. Cattle ranching and self-sufficient farming gave way to cash crop cotton farming, and by 1900 58% of the acreage in Fannin County was under cotton cultivation (Jurney et al. 1989). By 1920, this over-reliance on cotton farming was resulting in depleted soil fertility, as evidenced by dramatic declines in production and population (ibid.). As the Great Depression deepened in the early 1930s, this fragile, over-utilized landscape was further decimated by the onset of extreme drought conditions. The dry bare soil was exposed to the natural elements in a manner that it had never before experienced. Dust storms and flash floods forced landowners and tenants alike to seek new avenues for basic subsistence. Thus, reclamation and recovery, of both the people and the land, became the principal goals of the RA and CCC programs implemented in Fannin County. The Land Utilization Project that became Lake Fannin provided an opportunity for the RA to demonstrate its expertise in the areas of: reforestation (the successful planting of trees and grasses on the terraced hillsides), erosion and flood control (the construction of the dam and lake), and recreational development (completion and operation of the building complex).

The land for the Lake Fannin Organizational Camp was originally purchased by the city of Bonham in 1900 for the purpose of constructing a country club (*Bonham Daily Favorite* 1936). By 1930, a small lake had been constructed at the site, but further development was delayed when the local economy worsened; the small dam eventually burst and the lake dried up, becoming a catch basin for soils being eroded from the adjacent hillsides. The main goal of the RA Land Utilization Project at this location was to halt the erosion, restore productivity to lands that were sub-marginal for agricultural production, and, in the process, provide an opportunity for meaningful employment and enjoyable recreation experiences for the citizens of Fannin County. The newly constructed 75-acre lake, with its lodge, overnight cabins and other amenities, quickly became the focal point of the area, but it was the terracing and revegetation of the surrounding hillsides that eventually halted the erosion and restored the land. Lake Fannin became a popular leisure spot, even before the construction of all facilities was completed (*Bonham Daily Favorite* 1936, 1937, 1938). By the summer of 1940, the complex would receive

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hundreds of visitors per weekend, weather permitting of course (ibid.). The lodge and boathouse were reported to host weddings, anniversary and birthday parties, and dances (Jane Record Steely, Personal Communication 1995) throughout most of the 1940s and early 1950s. During the 1950s and 1960s, a massive reservoir construction program was undertaken on nearly every major drainage system in north and northeast Texas. With such a wide variety of recreational opportunities becoming available to the public, visitation and use at small lakes such as Fannin fell off dramatically as the populace turned to water oriented recreation and more highly developed camping facilities. It was during this time that several groups entered into special use permits for the use of the facilities at Lake Fannin. Groups such as the Fort Worth YMCA and the Southwestern Region, Disciples of Christ Church utilized the facilities for summer camp experiences during the 1960s. With the establishment of the Youth Conservation Corps in the early 1970s, use of the facility continued as a summer encampment until 1980, when funds for resident YCC programs were cut. Public use of the facility since 1980 has been limited to boating and fishing, with access to the lake provided by a boat ramp constructed on the eastern bank of the lake.

At its inception, Lake Fannin was the perfect setting for the recreational needs of the citizens of Fannin County, providing facilities for quality day-use activities and special events. Indeed, the lodge and boathouse, with its dance floor on the roof, provided the focal point for social contacts for the dispersed, rural populations in Fannin County during the 1930s and 1940s. With the proliferation of large lakes and reservoirs during the 1950s and 1960s, small lakes such as Fannin were preferred by a steadily shrinking percentage of the populace looking for quiet and solitude in a natural setting. It met this need for most of the 1960s and 1970s, with the solitude broken in the summers by the arrival of church campers, and later YCC enrollees. Its importance to local recreation needs continued to diminish during the 1970s, so that by the time that funding for YCC was lost in 1980, there was no apparent need to continue to maintain and improve the structural facilities. Today, the lake provides a tranquil setting for fishing and boating, with the building complex providing nothing more than a backdrop to this type of use.

In a major reorganization of New Deal agencies under the Bankhead-Jones Act, the Soil Conservation Service (SCS) took over management of the RA Land Utilization Projects, including Lake Fannin, in 1938 (Conkin 1976). In 1954, USDA transferred management of the National Grasslands from the SCS to the Forest Service (Rowley 1985), with the north Texas units included in an administrative unit assigned to the USFS Southwest Region headquartered in Albuquerque, New Mexico. In 1971, administration of the grasslands in Wise and Fannin Counties of north Texas was transferred to the National Forests in Texas. Lake Fannin is the most extensively developed of the Forest Service recreation areas on the Caddo-LBJ National Grasslands. In 1956, the Fort Worth YMCA initiated a resident summer camp program at Lake Fannin. This program was responsible for several modifications to the structures, such as replacing the oak shakes with composition shingles, enclosing the

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stone terraces on the lodge with screened porches, and enclosing the wings of the bathhouse with gabled roofs to create a dormitory. In the mid 1970s, the camp became the home to Youth Conservation Corps (YCC) residents during the summers. The YCC camps constructed footbridges around the lake, provided general light maintenance (such as window and door repair and painting) on the structures, and overall grounds maintenance. The last YCC camp was held in 1980, and the camp has been vacant since that time. The caretaker's residence was occupied until 1991, when it was vacated also. With the dissolution of the YCC program in 1980, the District Ranger decided to install a gate and close off access to the complex to the general public. Access to the building complex could still be gained by crossing the lake from the boat ramp on the eastern shore, but vehicular access was eliminated. As long as there was someone living in the caretaker's residence, there were no problems with vandalism or theft. In 1988, the employee living in the caretaker's residence transferred to another forest, and incidents of vandalism started occurring more frequently. In 1991, in an effort to stem the tide of vandalism and to lessen the effects of natural degradation, the USFS (in consultation with the State Historic Preservation Officer) developed and implemented a minimum maintenance plan for the complex. This plan was designed to lessen the negative effects caused by vacancy and lack of use. In 1994, a National Park Service specialist in historic building evaluation and restoration visited the complex and developed a set of guidelines and recommendations for mothballing the structures until the time was right for embarking on a major restoration and/or rehabilitation project. Many of these recommendations were incorporated into a work order implemented by the National Youth Conservation Corps (AmeriCorps) in 1995 and 1996. In late 1998, the USFS entered into a volunteer agreement with a group of men from the Bonham-Honey Grove area, with the express purpose of beginning the restoration and rehabilitation of the complex. This work is still ongoing, and will be continued under a special use permit issued following an assessment of proposals for operating the facility.

The Lake Fannin Organizational Camp is significant in the areas of Politics and Government as a representative example of the accomplishments of an important New Deal agency, and for its association with Congressman Sam Rayburn, whose position of influence ensured that the project would be placed in Fannin County. It is significant in the area of Landscape Architecture as it is an excellent example of a landscape planned and constructed by specialists in the field of park planning employed by the federal government during the New Deal. It is also significant in the area of Conservation as an example of the multi-faceted approach employed in the restoring and rehabilitating of sub-marginal agricultural lands during the New Deal. This approach included the control of erosion and flooding by the construction of terraces, dams and lakes, the planting of forest and prairie species, and the conversion of the lands from agricultural to recreational uses. The complex is significant in the areas of entertainment and recreation because it was the first facility of this kind to be constructed in Fannin County. It provided an important and significant recreational experience for the residents of Fannin County from the time of its completion until the mid 1950s. The complex is eligible for listing on the National Register of Historic Places under Criteria A and C, on the state level of significance in the period 1933-1956.

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Section 9, Page 14 – Bibliography

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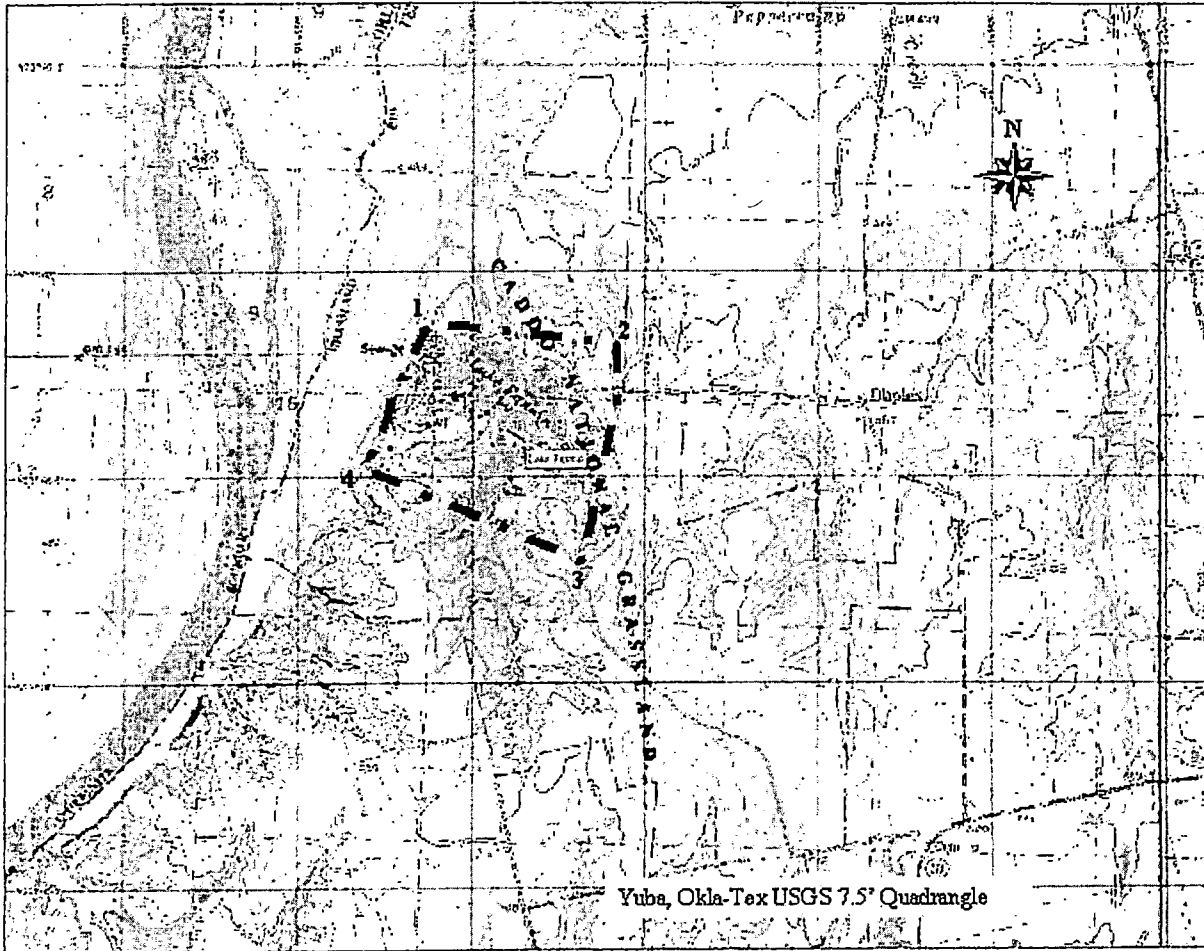
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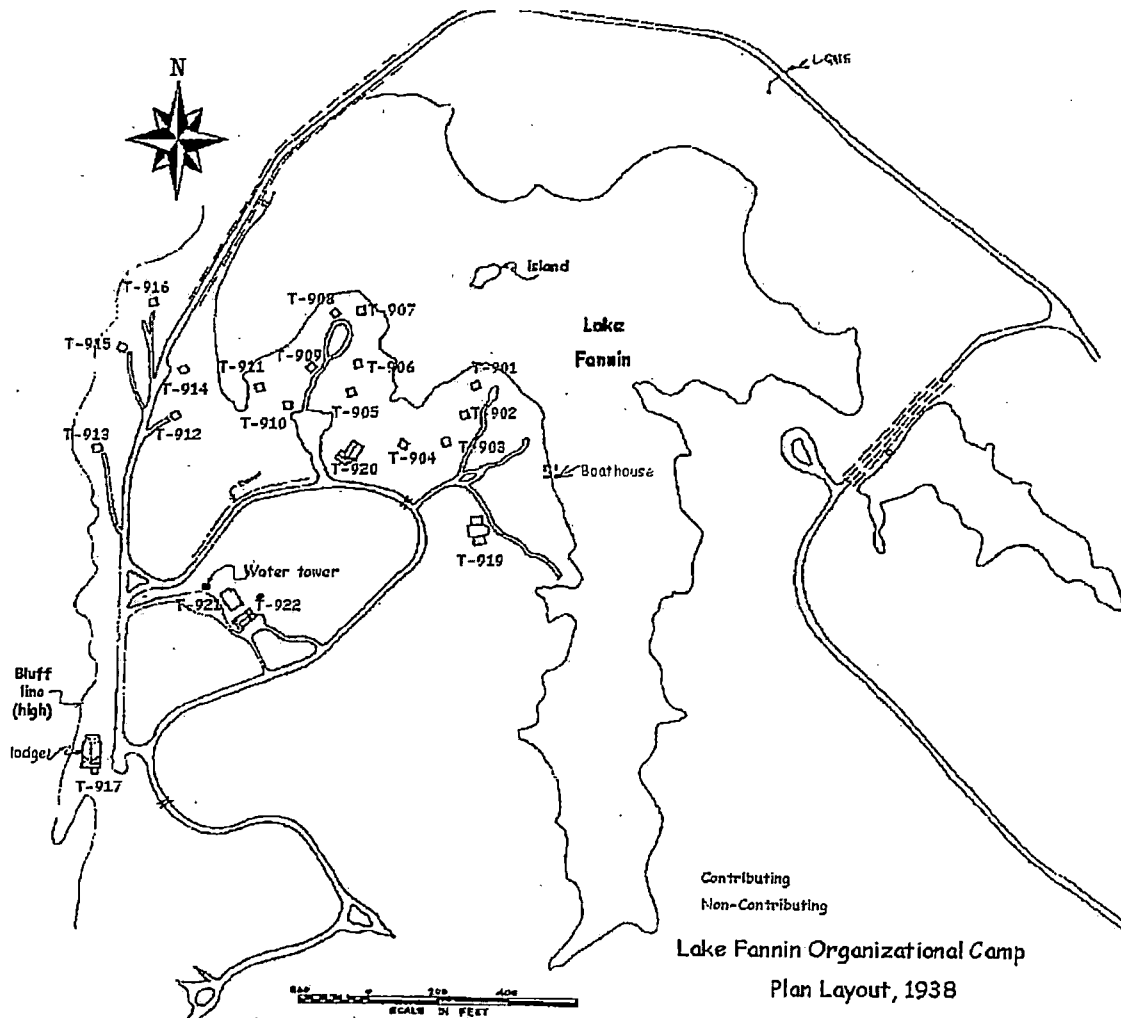


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Section 10. Page 16 – Vicinity Map:



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Section 11, Page 17 - Photo Continuation Sheet:

All photographs were taken by John Ippolito. Photographs 1,2,4,5,6,7,12,13,14,15,19,20,22,23, & 24 were taken in January 1995; photographs 3,8,9,10,11,16,17,18, & 21 were taken in August 2000. All original negatives are stored at the Forest Supervisor's Office in Lufkin, Texas.

- Photo #1: Front of Lodge, looking north.
- Photo #2: Oblique view of front of Lodge, looking northeast.
- Photo #3: Front of Lodge, after installation of rolled roofing in 1995.
- Photo #4: View of Latrine, looking southeast.
- Photo #5: View of Latrine, looking northwest.
- Photo #6: View of Cabin T-904, looking south.
- Photo #7: View of Cabin T-904, looking north - note chimney stonework.
- Photo #8: View of Cabin T-906, looking northeast.
- Photo #9: View of Cabin T-908, looking northwest.
- Photo #10: View of Cabin T-909, looking southeast.
- Photo #11: View of Cabin T-910, looking northwest.
- Photo #12: View of Cabin T-910, looking north.
- Photo #13: View of Cabin T-910, looking east - note chimney stonework.
- Photo #14: View of Cabin T-911, looking west.
- Photo #15: View of Cabin T-911, looking north - note chimney stonework.
- Photo #16: View of Cabin T-911, looking southwest.
- Photo #17: View of Cabin T-912, looking southeast.
- Photo #18: View of Cabin T-914, looking southeast.
- Photo #19: View of Bath house, looking southwest.
- Photo #20: View of Bath house, looking northwest.
- Photo #21: View of Caretaker's Residence, looking northeast - note new roofing installed in 1999.
- Photo #22: View of Caretaker's Residence, looking southwest.
- Photo #23: View of Caretaker's Residence, looking east.
- Photo #24: View of wooden Water Tower.

APPENDIX C
OPERATING PLAN

Lake Fannin Historic Lease Annual Operating Plan

LAKE FANNIN HISTORIC LEASE AREA

(1938 view, courtesy of Fannin County Museum of History)



ANNUAL OPERATING PLAN

2018 - 2019

Lake Fannin

PO Box 123

Ivanhoe, Texas 75447

Lake Fannin Historic Lease Annual Operating Plan

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Lake Fannin Historic Lease Annual Operating Plan

I. Introduction

"In October 1835, Dr. Daniel Rowlett set out from Memphis, Tennessee, for Texas. His party arrived March 1, 1836 aboard the steamboat "Rover" at Jonesboro, the first American settlement in Texas (1816) located on the south bank of Red River where buffalo herds once crossed. Changing boats, they continued upstream toward Bois d'Arc Creek, "losing one and wading ashore," to settle a place "in the early records called Lexington," known today as Tulip. Dr. Rowlett's 'information' names other early settlers of Fannin County. He was granted the land where Lake Fannin exists by the Republic of Texas in 1845."

"By 1902, natural springs had made possible a small lake where a large house served as a "country club" for prominent families in Bonham... The surrounding farmland had become severely depleted and eroded by the cotton economy and the weather-related conditions of the Dust Bowl, and the larger economic consequences of the Great Depression meant that large numbers of able-bodied men were on the relief rolls of the county. What would become 75-acre "Lake Fannin" was the federal government's first Rural Resettlement Administration project of its size in the United States, and the only one of its kind in Texas. More than 400 workers were employed" (John G. Hall).

The historic Lake Fannin Volunteers, is a 501(c)(3) organization for charitable, tax-significant donations. The Lake Fannin Volunteers is now proposing to be responsible for the Fannin County elected officials to continue the future operations of the historic site (on 197 acres) under a thirty year lease agreement between the U.S. Forest Service and Fannin County.

II. Description of Lake Fannin Physical Amenities

The historic Lake Fannin, located 17 miles north of Bonham, Texas, is part of a 2,025 acre property and has six main structures throughout the property that are established to encourage recreational activities/events.

a. The Lodge

This building is the signature structure of the complex, functioning as the hub for all social activities within the complex during the early years of its existence. This 53' x 86' stone structure is located on the high ridge overlooking the Red River valley to its west. The original floor plan included a dining hall, foyer, kitchen with walk-in pantry, two large fireplaces (located on the north wall of the foyer and on the east wall of the dining hall) that dominate the interior furnishings. The lodge retains its architectural and historical integrity through its pine paneling, a flagstone terrace (in its original configuration), and French doors that separate the dining hall and foyer.

b. The Boathouse

This structure was used as a changing location for swimmers. It consists of two large rooms connected in the middle to a snack station. The building has restroom facilities and was restored during the prior lease.

c. Caretaker's Residence

The Caretaker's Residence includes two bedrooms, one bathroom, a living room and a kitchen. At the last inspection, the structure requires repairs to the roof and within the house as well. This structure is not currently suitable for habitation and stabilization of the structure, including roof repair will need to be conducted as soon as possible.

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d. Water Tower & 5,000 gallon Cypress Water Tank

Currently, the historic lease area draws water from a co-op water system and not from the water tower. The water tower needs structural upgrades to assure that it remains upright. It is one of two signature places in the historic lease area which has been used in the past for advertising and correspondence.

e. Latrine

The latrine was restored roughly 6 years ago and upgraded during the last authorization period. Some roof damage has occurred which will need to be repaired and any internal upgrades necessary to place this back into functioning status.

f. Rustic Cabins

Of the 16 original cabins, four have been restored. A fifth cabin is partially restored and a sixth cabin that is restorable.

g. Primitive Camping Sites

Fannin County seeks the removal of small trees, brush and debris for each individual site to allow for primitive camping. Only sites with fire pits will be permitted to have campfires.

III. Mission & Vision

a. Vision

Lake Fannin is a center for family-friendly outdoor activity, whose amenities allow patrons to function safely and enjoyably and whose reputation retains not only families' recreational desires, but also the historical significance of the historic leased area, parallel with the National Register of Historic Places.

b. Mission

To provide a gratifying experience for the families of Fannin County through the historic nature of Lake Fannin Historic Leased area.

IV. Goals & Objectives

a. Goal of Physical "Zones"

The Operational Plan for immediate and longer range implementation recognizes three distinct "on the ground" zones. The Lodge will be our main priority. One the western bluff, the Lodge and nearby structures (including the Caretaker's Residence, Rustic Cabins, bath house and latrine) will have adjacent areas to permit parking for indoor public gatherings and outdoor activities such as picnics, hiking, and historical interpretations of the site. The emphasis here will be on low-impact, daytime visits and limited overnight primitive camping, with the area appearing much as it did in the 1940's and 1950's.

Other locations include the bike trail and the lake. The goal for these locations is to maintain and make available to the public on a limited basis. At this time, it is anticipated that the historic area will be open on Fridays, Saturdays and Sundays and camping will be limited to primitive tent camping.

V. Responsibilities of the Operators

To fulfill goals and responsibilities of Lake Fannin Historic Lease area, there are 4 critical partners: United States Forest Service (USFS), Texas Historical Commission, Fannin County Government and Lake Fannin Volunteers (LFV).

a. United States Forest Service

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The US Forest Service's responsibilities include approving all activities of the operations of the lease.

b. State Historical Preservation Office

~~A Programmatic Agreement with the State Historic Preservation Office will be developed within one (1) year for direction on future consultation.~~ Additionally, any ground disturbing operations will be coordinated under the forthcoming Programmatic Agreement and is subject to the Section 106 federal regulatory review process.

An operating plan will be submitted by **October 1** annually. The Lake Fannin Historic Lease area will officially submit the Operating Plan annually for their review and approval.

Additionally, any renovations required for structures, and or the property, will be presented to the Texas Historical Commission for their review and approval. A

c. Fannin County Government

~~The Fannin County Government will be the prime lease holder of the property and will be responsible for the volunteers and the use of the lease by the public. A Business Plan will be developed within the first year on the lease.~~

d. Lake Fannin Volunteers.

~~The Lake Fannin Volunteers will be a subcontractor to Fannin County Government and will be responsible for operations, management and income for restoration of the leased area.~~

VI. Operations

a. Operating Plan for 2018

The initial signing of the lease agreement with Fannin County from the present to September 30, 2019 defines the scope of work of Fannin County.

Activity and effort during the remaining months of 2018 will focus on the reopening of the bike trail and lodge to the public. These facilities will generate usage including regular meetings, Lodge rentals, and special events. The following objectives must be achieved:

- i. On the dam: Regrowth of invading species of trees and brush on both of the dam will be removed to protect its strength and physical integrity. Utilization of equipment controlled by County Commissioners will be sought and scheduled. Financial donations for the use of additional rented or donated equipment, as required, will be obtained.
- ii. Back gate and public road: For alternative access and exit in the event of an emergency, a county road to the northwest area of the leased area will be reopened and maintained.
- iii. In picnic areas and around restored structures, including the Lodge, regrowth of invading species of trees and brush will be removed using mechanical equipment. This work is necessary for maintenance of the structures and the trails around the site.
- iv. During the time frame of this operating plan, the five existing cabins will be the only cabins to be repaired. Repairs will be limited to roofs and walls to preserve the structures.
- v. The evaluation and recommendation of the 2018 restoration of the caretaker's residence will be undertaken. Our long-term objective is to have a full-time caretaker on site. The primary focus shall be stabilization of the caretaker residence which include roof repair.

Lake Fannin Historic Lease Annual Operating Plan

- vi. During this operating plan, the campsite area will be inventoried and planned for future restoration and use.

b. Operating Plan for 2019

In 2019, a formal planning process for Fannin County future work will have started to function. Those functions include the following:

i. Restoration:

1. Reclaim camp grounds
 - a. Clear camp sites (brush and debris), restore fire pits and make available approximately 2/3 of the main camp area.
 - b. Clear cabin 1, 2 and 3 sites. Remove small trees and brush to permit tent camping. This area provides the best access to lake view.
2. Continue working on latrine to bring into compliance.
 - a. Improve area around latrine to allow guests to use the facility. This includes structure restoration and area cleanup improvement.
 - b. Develop funding source
3. Develop plan to deal with water tower/other structures
 - a. Best potential for restoration
 - b. Develop funding source
4. Develop plan for restoration of caretaker's residence
 - a. Clear area of debris to enable the workers to safely assess repairs needed and to execute those repairs.
 - b. Develop structure restoration plan to bring building into approvable code for living standards.
 - c. Develop funding through fundraising events and donations within but not limited to Fannin County.
5. Expand Boy Scout or similar organizations work projects
 - a. "Camp for work" agreement
 - b. Hold at least one multi-group event
6. Trail and Bridge Maintenance
 - a. Improve trail and bridge areas to allow guests to use the trails in a safe manner.
 - b. Hold open house

ii. Maintenance/Repairs:

1. As per guidelines with applicable federal and state statute, the State Historical Preservation Office, currently the Texas Historical Commission, will be consulted for their approval annually for proper upkeep of historical areas and the necessary process to ensure historical preservation and accuracy of the Lake Fannin Historical Area.
2. A detailed maintenance plan will be developed from Fannin County for grounds and structures before October 1 each year. The plan will include the following points:
 - a. Review of the existing structures' stability and necessary improvements to meet code and safety guidelines.
 - b. Review and development of plans to maintain non-structures such as the dam, lake fronts, bike trail, & camp sites.
 - c. A plan to address encroachment of trees and shrubs, specifically poison ivy, poison sumac, poison oak and other harmful plants.

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- d. A plan for schedule work days by the workers to remove dead trees and shrubs and restore areas which are subject to erosion.
 - e. As a part of the monthly meetings, progress will be reviewed and documented for these areas.
3. A major spray program must be in place before spring, as termite eradication is critical for historic lease structures. Fannin County will request bids from local pest control companies. Selection of an applicator and the completion of termite control will be achieved.
 4. Hold monthly work days.
 5. Continue maintenance of dam and bike trail
 6. Utilize prison community work crews for building and grounds maintenance
 7. Maintain/pump septic tanks
 8. Provide general maintenance via work when necessary
 9. ~~To hire specialized worker(s) at discretion of Fannin County when necessary~~
- iii. Operations:
1. Drafted fee structure for:
 - a. Lodge: Rental for the lodge will be based on weekend use primarily for weddings, family reunions, private parties and fundraising events. Because this is the area where most of the rental fees are generated, it is important that the fees cover the utilities and maintenance.
 - b. Camping: Camping will be permitted between Fridays' sunrise and the following Sundays' sunset. Donations will be solicited; however, fees will not be charged.
 2. ~~Develop access schedule and communicate via web site~~
 - a. ~~Fannin County will maintain website~~
 - b. ~~Monthly meetings will occur with Fannin County officials and other interested parties to communicate and report issues and future activities.~~
 3. Reactivate committee structure and hold training in restoration
 - a. Host
 - b. Maintenance
 - c. Public Relations
 - d. Membership
 4. Hold December-January membership drive through the website and local television, social media flyer advertising.
- iv. Administration:
1. Expand \$1000 life time membership, with members recognized in the historic leased area to all visitors.
 2. Seek grants and sponsor funding
 3. Develop and publish calendar
 4. Continue web site development
 5. Hold at least 2 public events such as Chamber mixer to get local support
 6. Partner with community groups to develop fund raisers for the historic lease area
 7. Continue to be part of Chamber of Commerce

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Role of Fannin County Historical Commission: Because of Lake Fannin's designation on the National Register of Historic Places, the support and responsibility of county and state agencies will be defined by mutual consent and cultivated.

Secretary of the Interior Professional Standards

Under the National Historic Preservation Act (NHPA), the Secretary of the Interior is responsible for establishing professional standards and for providing guidance on the preservation of the nation's historic properties.

The Secretary of the Interior's Standards for the Treatment of Historic Properties apply to all grant-in-aid projects assisted through the Historic Preservation Fund (authorized by the NHPA) and are intended to be applied to a wide variety of resource types, including buildings, sites, structures, objects, and districts.

The Standards address four treatments: preservation, rehabilitation, restoration, and reconstruction. The treatment Standards developed in 1992, were codified as 36 CFR Part 68 in the July 12, 1995, Federal Register (Vol. 60, No. 133). They replaced the 1978 and 1983 versions of 36 CFR Part 68, entitled *The Secretary of the Interior's Standards for Historic Preservation Projects*. The revised Guidelines herein replace the Guidelines for Preserving, Rehabilitating, Restoring, and Reconstructing Historic Buildings, published in 1995 to accompany the treatment Standards.

The Secretary of the Interior's Standards for the Treatment of Historic Properties are regulatory only for projects receiving Historic Preservation Fund grant assistance and other federally-assisted projects. Otherwise, these Guidelines are intended to provide general guidance for work on any historic building.

Another regulation, 326 CFR Part 67, focuses on "certified historic structures" as defined by the Internal Revenue Service Code of 1986. The Standards for Rehabilitation cited in 36 CFR Part 67 should always be used when property owners are seeking certification for federal tax benefits.

c. Operating Season

- i. We intend to open all facilities to the public when we have the aforementioned buildings and grounds ready for safe usage. At this time the only structurally secure building is the Lodge.

The projected hours of operation will be Friday-Sunday, from 8AM to dusk, annually.

d. Fundraising & Reinvestment

- i. Occasional events to be held on site for fundraising purposes, reinvesting a percentage of revenue generated back into the Lake Fannin Historical Lease Area for restoration/maintenance.

e. Staff & Procedures

- i. During public use of Lake Fannin Historic Lease Area, the staffing will be handled by Fannin County, who may choose to delegate proper authority to certified members of the Lake Fannin Volunteers. While no hiring of employees is expected at this time, should the occasion arise during the 2018-2019 season, hiring procedures will follow policies mandated by Fannin County.

f. Utilities

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- i. The Lodge obtains its water from White Shed Co-Op. Electricity is supplied by Reliant Electric Company. Sewage is removed from the on-grounds septic system by a certified disposal company. Trash pickup is done by County Trash Company. During the initial year, all trash will be removed and disposed of in a certified container. If a container is not available, trash can be disposed of, at no cost, at Homestead Winery, Ivanhoe, Texas. Propane will be determined upon full restoration of the caretaker's residence.
 - ii. Removal of dead and hazardous trees will be done by a qualified sawyer or an insured professional tree removal firm.
- g. Health & Safety
- i. Fannin County takes health and safety issues very seriously and will comply with regular county standards and inspections upon signing the lease agreement.
 - ii. Volunteers using the kitchen area and serving food will have updated handler's certification. Fire and safety orientation training will be held annually. Volunteers will be taught emergency evaluation procedures, and emergency evacuation maps will be posted. The Volunteers will also become certified in first-aid training. At this time all safety procedures are performed with a certified volunteer on site until all Volunteers are in compliance.
 - iii. Volunteers will be trained in the use of fire extinguishers and fire suppression equipment.
 - iv. Upon implementation of the lease, and in on-going safety measures, volunteers will remove flammable debris off roofs and from around structures. Smoke detectors will be installed, and batteries replaced annually in proper locations. The county fire marshal will perform yearly on-site inspections.
 - v. Volunteers will be made especially aware of the dangers of wildfires.
 - vi. No outside campfires are allowed anywhere on the Lodge grounds. Fires are allowed in designated campfire areas.
 - vii. Volunteers will be urged to report and douse any campfire they see smoldering while on their walks and hikes on and outside Lake Fannin Historic leased property.
 - viii. Emergency Fire Plan: For the safety of the public the following will be implemented:
 - ix. An exit strategy posted in the Lodge and on kiosks at the latrine and bike trail-head
 - x. Telephone Fire Department - 911
 - xi. Fannin County Sheriff's Department - 903-583-2143
 - xii. Campfire regulations
 - xiii. Post signs when fire ban is in effect
- h. Pets
- i. Pets will be allowed on a 6-foot leash. No pets will be allowed in the Lodge. Owners need to clean up after their pets throughout the historic leased area and control excessive barking.
- i. Accessibility & Discrimination
- i. Fannin County will comply with all USFS policies and procedures with Fannin County in regard to providing ramping and access.
 - ii. Fannin County will regularly work with Volunteers to make sure they are properly educated on the law, and are ready to assist elderly and disabled persons during their visits to the historic leased area.
- j. Security

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- i. While security and crime issues are not major problem areas at Lake Fannin Historical Leased Area, we are cognizant of their importance. We will maintain a close relationship with the Fannin County Sheriff's Department, and will close our gate from late evening through early morning hours.
 - ii. In addition we will train Volunteers to be on the lookout for security issues, particularly persons who may be acting suspiciously on the property.
- k. Wildlife
- i. We will continue to advise Volunteers and the public who visit the historic leased area about wildlife in our area. We will post signs advising no feeding or handling of squirrels, or getting too close to wildlife, particularly wild hogs.

VII. Facility Rentals

a. Facilities and Services

- i. **Camping Policy:** Policy can be amended after restorations are complete. This document should be geared towards acquisition/restoration of historic area.
 - 1. There is a 3 day limit.
 - 2. Each campsite has a six person limit with two tents.
 - 3. The gate closes at dusk. Late arrivals must call to get host to open gate.
 - 4. The Lodge is not available for camping use unless reserved by camping group. It is for recreational use only, not overnight lodging.
 - 5. Each site is for primitive camping, with no water or electricity. Campers must bring their own water.
 - 6. Dispose waste paper properly. Dump dishwater in designated area.
 - 7. Generators are not allowed.
 - 8. Use an entrenching tool to cover human waste and toilet paper. Use area at least 200 feet from campsites and adhere to leave no trace land ethics.
 - 9. Fires are allowed in designated fire pits only. Read notices on kiosk by the Lodge to be aware of fire ban in county.
 - 10. When going to bed or leaving campsite, be sure your fire is out and not smoldering. Do not use fireplace as a garbage can.
 - 11. Do not cut trees or branches for firewood. Firewood is available at the Lodge.
 - 12. The speed limit throughout the historic leased area is 20 MPH. Be aware of hikers and bicyclists crossing the road.
 - 13. Quiet time is from 10 pm to 8 am.
 - 14. Keep food and trash in animal proof containers.
 - 15. Keep campsites and the historic leased area clean. Carry out trash and remove cigarette and cigar butts from around campsite area.
- ii. **Lodge Policy:** An agreement sheet is given to each party upon rental. This stipulates the responsibilities of the renter to maintain the historical integrity of the building. The Lodge is for recreational use only, and may not be used for overnight stays.

All other buildings, which include the latrine, bathhouse and cabins, will be closed to the public until assessment and restoration can be completed.

- iii. **Bike Trail:** Upon removal of trees or debris from the trail and bridges, and assessment of trail stability, the bike trail will be open for public use without access

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to public bathroom facilities. Users of the bike trail assume all liability for personal harm or damage to any biking equipment. Use of bikes outside of the bike trail and perimeter of the historic leased area is prohibited.

- iv. **Boat Ramp:** Boats must be launched from the designated boat ramp on the east side of Lake Fannin. The entire Lake Fannin is a no-wake zone, and further, only trolling motors will be allowed.
- v. **Parking:** Parking will be available at the Lodge, the trail head, and at campsite areas. No parking permits will be required.
- vi. **Lake Activities/Water Safety:** No swimming on the west side of Lake Fannin is permitted. Swimming on the east side must be with precaution, with signs indicating no life guards.
- vii. **Property Damage:** Damage to Lake Fannin Historic Leased Area structures by visitors will be paid for by as per policy mandated by Fannin County.

b. Reservations

i. Lodge:

Reservations will be on a first come, first served basis. Reservations may be made up to two years before use. Lodge capacity is a maximum of 100 people. The renter may reserve tables and chairs from Fannin County for an additional fee. A non-refundable deposit of 50% of the rental fee will be required to hold the reservation date. The lodge rental fee is currently set at \$100/day, chairs to be rented for \$3/chair, and tables to be rented at \$5/table.

ii. Campsites:

Restored and up-to-code campsites may be reserved up to a month in advance. There will be no fee for camping; however, donations will be requested and solicited in a secure donation box outside the lodge.

VIII. Future Planning

- a. Extended plans beyond 2019 will be discussed and drafted during the second quarter of 2019.

IX. Terms & Conditions

This plan may be amended in whole or in part by Fannin County of the State of Texas and also the United States Forest Service when such action is necessary to incorporate new terms and/or stipulations as required by operation, law and regulation.

X. Key Personnel & Contact Information

Creta "Spanky" L. Carter II, Fannin County Judge
(903) 583-7455

Gary Whitlock, Fannin County Commissioner, Precinct 1
(903) 965-7030

Jeff Stoney, District Ranger for the United States Forest Service
(940) 627-5475

Gabe Parker, President of Lake Fannin Volunteers
(903) 583-4281 (# associated with Homestead Winery of Ivanhoe, Texas)

Mike Vaught, VP of Lake Fannin Volunteers

Lake Fannin Lodge Rental Information

To be given to caterer, or party planner. Please familiarize the set-up/take-down crew with these policies prior to the event.

General Information:

- A member of the Host Committee of LFWP, Inc. will be present at all functions. This person will know building rules, layout, and be capable of helping with any of your questions. They will be present during the preparation, event and clean-up.
- Please be prepared to end the event at the pre-arranged scheduled time.
- We have 5 round tables, 10 rectangular tables, and 76 chairs available.
- There are 2 fireplaces and fire wood available.
- No roller skates or shoes inside the lodge.
- Stove, microwave, and refrigerator in working order. Kitchen is not to be used for full preparation, just re-warming and basic clean-up. Bathrooms are in working order.
- There is no smoking inside the lodge. Please remember this is a National Park/Forest Area and proper disposal of smoking material is imperative.
- All minor childrens' actions are the responsibility of the adults of the rental party.
- No tape, nails, racks or staples are to be used on walls or floors.

Plans:

- Please inform us about set-up, food, alcohol, and music plans so we are familiar with your party needs.

Set up/Take down

- Renter is required to set-up the event, which includes setting up/taking down the tables.
- Renter is required to remove trash, decorations, and food no more than 1 hour after the event ends.
- Renter is required to sweep or mop up any debris or liquid that spills on floors.

9/14/18

APPENDIX D

ENVIRONMENTAL SITE REPORT

To be completed and attached before June 30, 2019

(Example can be supplied upon request)