

General terms and conditions governing sale of timber on tax-forfeited lands in Crow Wing County.

1. It is the Permittee's responsibility to be familiar with the conditions and terms of this Timber Permit's requirements.
2. No timber shall be cut except the kinds listed on the timber permit and appraisal.
3. Minimum merchantability for harvest species are two 100 inch sticks ("2 sticks") up to a 4 inch top diameter.
4. Damage to trees not designated for cutting be minimized.
5. Existing roads and trails are not to be used for skidding or yarding purposes unless specifically approved.
6. Roads and trails are to be maintained and left in condition at least as good as prior to logging.
7. No cutting shall be done outside the timber sale area.
8. Timber sale boundaries are flagged or painted red, orange, or blue. Other boundaries may be natural.
9. No painted or flagged boundary trees shall be cut.
10. Where applicable, cutting shall progress in a clearcut fashion each year so as to minimize damage to sprouting or other regeneration within the sale area.
11. No tipped or leaning trees shall be left, i.e., cut or pull them down and utilize.
12. All tree tops, felled timber, and other logging slash and debris shall be kept within the sale boundaries.
13. All forest products piled for scaling shall have permit number affixed to pile. All wood being hauled shall have permit number affixed to both sides of load.
14. Upon final inspection of permit, the Permittee shall be charged for all residual timber, down or standing that forester deems merchantable.
15. Contractor is liable for all unapproved timber damages incurred on or off the sale area.
16. Location of all access roads and landings shall be approved by the timber sale forester prior to construction.
17. Contractor shall purchase and remove all timber damaged or felled during road construction.
18. No equipment travel is permitted outside of timber sale area except on approved access trails.
19. No garbage (cans, bottles, oil cans, broken cables, etc.) shall be left on the timber permit site.
20. The timber sale forester will indicate and identify all survey markers. They shall not be disturbed or destroyed under penalty of law.
21. Roads and/or MULTIPLE USE TRAILS in a timber sale area: When timber permit is sold adjacent to an established trail and/or when an established trail is needed for access to timber permit area, the trails sponsoring unit of government will be notified by the Land Commissioner's Office.
22. Safety signs (i.e. Danger, Trucks Hauling, etc) will be posted at visible locations.
23. Sustaining Minnesota Forest Resources: Voluntary Site-Level Forest Management Guidelines for Landowners, Loggers, and Resource Managers will be implemented on all County managed forest lands.
24. Liability: The permittee agrees to assume entire responsibility and liability for all damages and injury to all persons and property including County personnel and property whether caused by the permittee, the permittee's officers, agents, or employees, arising from activities undertaken on this permit or the permittee's use of occupancy of the premises covered by this permit. The permittee additionally agrees to indemnify and save and hold the County, its officers, agents, and employees, harmless from all claims or causes of action arising therefrom.
25. The purchaser agrees to comply with all applicable Federal and State labor laws regarding discrimination, wages, benefits, Workers' Compensation insurance and other conditions of employment. (Information on these laws is available from the US Dept. of Labor at: www.dol.gov and the State Dept. of Labor and Industry at: (www.doli.state.mn.us)