



Ohio Department of Natural Resources

TED STRICKLAND, GOVERNOR

SEAN D. LOGAN, DIRECTOR

Ohio Division of Forestry
360 East State Street
Athens, OH 45701
May 20, 2009

Case Record No. 05-1557

Greg Patton
43235 Lacroy Circle
Leesburg, VA 20176

Dear Mr. Patton,

I was glad to meet you, your father, and your son recently while looking over your property in Athens County. You expressed interest in the Ohio Forest Tax Law (OFTL) program. One of the requirements of that program is that you have a stewardship plan to guide you in the management of your forest. I have completed a plan for your property and have enclosed it here. Please look it over. If you're satisfied with the plan, please sign the first page and return a copy to me. If you would like to make changes to the plan, let me know. It is after all your plan and should be what you want it to be as long as it meets program requirements.

A second requirement for OFTL is that you mark your property boundary lines. That procedure, along with the procedure for applying for the program, is described in the enclosed packet of information. A third requirement is that you complete a prescribed forestry practice before being enrolled in the program. One such practice is described in your plan. As your service forester, I can offer advice and assistance regarding that practice and the plan as a whole. Once you have completed the prescribed practice, I will verify your completion of it before we move on to the next step in the OFTL application process.

In applying for OFTL, you will return to me three pages with your signature on them:

- 1) A copy of the first page of your forest stewardship plan;
- 2) A completed application form; and
- 3) A completed boundary line marking verification.

If you have any questions, please call me at (740) 589-9909.

Sincerely,

A handwritten signature in cursive script that reads "Terence E. Hanley".

Terence E. Hanley
Service Forester

Location & Acreage

Athens County, Athens Township

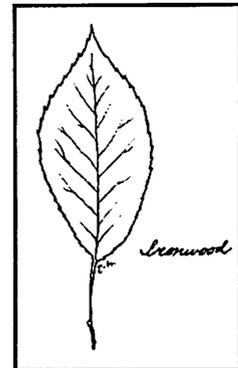
Sections 28, 29, 34, & 35 (Fractions 135, 139, 176, & 179),
Township 9 North, Range 14 West

Area

93.692 Total Acres—87.0 Wooded Acres (Stewardship Acres)
87.0 Acres to Be Certified under OFTL

Parcel Identification Number(s)

A040040005200 93.62 Acres
A040040005201 0.072 Acres

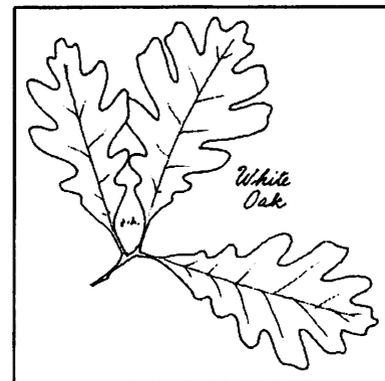


Property Address

The Patton property is located on Luhrig Road (Township Road 242) at Brookville in west central Athens County. Access is by way of Luhrig Road as well as by several trails into the woods. Also, the northeast corner of the property touches Vore Ridge Road, but there may not be good access from that point.

The Patton Property—General Description

Greg Patton owns a large and very nice piece of wooded property west of Athens and next to a dot on the map called Brookville. Trees are growing on most of the property, the exceptions being two small fields along Luhrig Road (Stand 6) and a utility right-of-way (Stand 7) that runs more or less parallel to Vore Ridge Road. Vore Ridge Road (on the north) runs along a ridge, while Luhrig Road (on the south) runs along a creek. Drainage then is entirely to the south, towards Luhrig Road and into Factory Creek, which is a tributary of Margaret Creek, hence of the Hocking River.



The terrain here is steep and rolling with a couple of broad valleys that give out in a broad bottom along Factory Creek. Four main ridges protrude into the interior of the property, making a map of drainage look like a fan. These ridges are dissected by many hollows or coves. The high point (about 840 feet above sea level) is located next to Vore Ridge Road, while the low point (about 660 feet above sea level) is located in the creek bottom along Luhrig Road. The fields you'll find there are somewhat poorly drained. Fitchville silt loam is the soil type. In other words, the area of these fields may technically be considered a wetland.

Soils

Soils on the Patton property include Berks, Fitchville, Guernsey, Richland, and Westmoreland series. All are typical for uplands in southeastern Ohio and all are suited to growing a variety of hardwoods and pines. The Fitchville soil is the exception. Found in the bottomland area adjacent to Brookville (Stand 6), this soil is somewhat poorly drained. If it were used to grow trees, swamp species such as pin oak, swamp white oak, bur oak, and shellbark hickory would be the trees to plant.

Soil scientists classify soils based on texture, content, color, origin, and so on. Each soil type has a unique name and unique characteristics. These are described in detail in the soil survey for your county (a book about the size of a phone book), published by the U.S. Department of Agriculture (USDA) and available at the USDA Service Center. Refer to the sheet, "How to Use a Soil Survey," for more information.

U.S. Department of Agriculture (USDA) Service Center

Farm Service Agency (FSA), Natural Resources Conservation Service (NRCS), Soil and Water Conservation District (SWCD)
69 South Plains Road, The Plains, OH 45780, phone (800) 582-8890

Rare, Threatened, & Endangered Species

As far as we know, there aren't any threatened or endangered species on the property, but it might make good habitat for the Indiana bat (*Myotis sodalis*). You can find more information on the known distribution of rare, threatened, and endangered species in Ohio by contacting the Ohio Department of Natural Resources Division of Natural Areas and Preserves at (614) 265-6453). Their Natural Heritage Database contains 16,000 records of Ohio's rare plants and animals. There is a minimum charge of \$25.00 to search the Forest Heritage Database for your property. You can find an application form from the website of the Division of Natural Areas and Preserves. One key consideration for ensuring the survivability of animals in a wild setting is to avoid intense management (timber harvesting for example) during nesting season, from April to late July or early August.

Cultural, Historical, & Archaeological Resources

The Patton property has some history to it, we just don't know exactly what it is. First, the property straddles four sections, Sections 28, 29, 34, and 35, but these sections are relatively recent additions to the Athens County map. Preceding the survey of these 640-acre sections, this part of the county was divided into fractions of various sizes and dimensions. I believe the Patton property occupies parts of four fractions, Fractions 135, 139, 176, and 179. Those fraction numbers appear in the Athens County plat book as late as 1975, within larger full sections. Fractions have all but disappeared from maps since then, but many of their boundary lines persist in the boundary lines of certain pieces of property.

Second, the property is adjacent to the settlement of Brookville, located in a long, tight bend in Luhrig Road. There isn't much left of Brookville, but then there may never have been very much anyway. In 1905, the Patton property was owned by a coal company. Brookville was probably a coalmining town at the time. Three decades prior (1876), the land was held by a

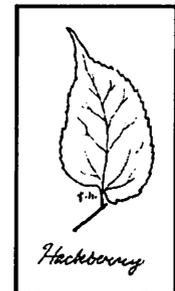
single owner, and if there was a village of Brookville, it was unlabeled in the Athens County plat book. The aerial photograph from 1951 shows a few houses, several small fields or large garden plots, and no evidence of a mining operation. We can surmise that if there was mining in the area of Brookville, it was probably shaft mining completed between the late 1800s (after 1876) and the early 1900s (probably before World War II, and maybe even before World War I).

Third, the Baltimore and Ohio Railroad runs along the southern edge of the Patton property and actually separates the smallest sliver of it (0.072 acres, a parcel with its own parcel identification number) from the main body. At either end of the sharp turn in Luhrig Road you'll find a railroad overpass. These overpasses are solidly built stone structures and may date from the 1800s.

Within the Patton property, there's evidence of earthmoving in the area just above Brookville (within Stand 5). If there was mining on the property, it was probably here. Greg believes there was a mining office in this area as well, but traces of habitation or industry are largely gone. The only other feature worth noting is a tractor with a tree grown around it, located along the edge of the west field. That's a pretty sketchy history, all based on indirect evidence. In any case, the features I've described here are the only known cultural, historical, or archaeological sites or resources on or near the property.

Description of the Woods

When you're working on your land, it can be helpful to break it down into manageable areas or stands. Foresters often divide the woods into stands based on how the land lays and what trees you're likely to find there, as well as on the size, age, quality, and condition of those trees. That's the approach we'll take here. Below are descriptions of different stands in your woods, all keyed to the attached stand map. Terms with which you may be unfamiliar are defined following the descriptions, while recommendations for each stand are summarized in the schedule of activities at the end of this plan.



Stand 1

Area: 7.7 Acres

Stand Type: Early-successional and riparian or bottomland hardwoods

Species: Listed under Stand 3, but largely limited to elm, sycamore, poplar, walnut, maple, dogwood, wild grape, and so on, with little oak or hickory

Location & Site Conditions: Stand 1 is located in the creek bottom on sites that were open or semi-wooded in 1951 and 1966. Although these areas may have been farmed, site conditions are very good due to high levels of moisture and organic matter in the soil.

Description: Stand 1 is a scrub stand made up of young trees, vines, brush, and briars. There are good quality trees here, but a stand like this—reverting as it is from an old field—is often difficult to manage because of uneven growth, intense competition, and lots of brush.

Recommendations: 1) Cut grapevines growing on good quality trees, especially walnut, oak, hickory, and the best cherry, sugar maple, and poplar. You can leave grapevines growing on scrub trees. 2) Cut and control non-native, invasive species (including multiflora rose,

Japanese barberry, European privet, and Japanese honeysuckle) as you can. 3) Undertake general timber stand improvement (TSI) with the advice and assistance of a professional forester. This would include thinning and crop tree release.

Stand 2

Area: 4.7 Acres

Stand Type: Mixed hardwoods

Species: Same as Stand 3

Location & Site Conditions: Stand 2 is located on the site of an old upland field. Site conditions may be good, but not as good as what you'll find in Stand 1.

Description: Stand 2 is probably the same age as Stand 1, but less hospitable site conditions mean less undergrowth. You might even say this stand is intermediate between Stands 1 and 3.

Recommendations: Same as Stands 1 and 3.

Stand 3

Area: 63.1 Acres

Stand Type: Mixed hardwoods

Species: White oak, chestnut oak, black oak, scarlet oak, northern red oak, shagbark hickory, sugar maple, American beech, American basswood, red maple, yellow-poplar, black cherry, white ash, bigtooth aspen, flowering dogwood, black walnut, American sycamore, American elm, pawpaw, wild grape, and the following non-native, invasive species: multiflora rose, Japanese barberry, European privet, and Japanese honeysuckle

Location & Site Conditions: Stand 3 occupies most of the Patton property and is situated on a variety of sites. The unifying factor is that this stand has not been heavily disturbed for many years or decades. In other words, there hasn't been any land clearing, farming, or mining, and little in the way of logging or grazing since perhaps the 1960s or before. Site conditions vary from moist, cool sites in or on high bottoms, coves, lower slopes, and north- and east-facing slopes, to somewhat hotter and drier sites on ridgetops, upper slopes, and south- and west-facing slopes.

Description: Stand 3 is the standard for this property. All other stands have something in common with it, but they are exceptions to it. Put another way, if other parts of the property had not been cleared, farmed, grazed, or mined, and if they were left to develop on their own, they would look like Stand 3.

So what does Stand 3 look like? Stand 3 is a well-stocked, nearly even-aged stand of poletimber and sawtimber. There is some very fine and abundant oak timber, especially white oak, much of which is located on south- and west-facing slopes. The western part of the property appears to have been cut more heavily than the eastern part. If there was a coalmine in Stand 5 during the early part of the twentieth century, that history of heavy cutting makes sense. Timber was probably cut for firewood, mine props, timbers, and construction lumber. In any case, Greg believes the last cutting was 40 to 50 years ago. That appears to have been a heavy cutting.

I made mention of different kinds of sites. You could if you wanted break Stand 3 into smaller stands based on site conditions. On the best sites, you'll find walnut, elm, sycamore, pawpaw, and wild grape. On good sites, you can add sugar maple, beech, basswood, poplar, and cherry. Poorer sites are dominated by oak and hickory. However, my recommendations for management are the same throughout Stand 3, so it may be just as well to call this one stand.

By the way, there's a very large northern red oak in Stand 3. We didn't measure it on the day I visited (March 19, 2009), but the tree diameter of the tree exceeds four feet. I tried to locate it on aerial photographs from 1951 and 1966 and to include that location on the stand map. That location is an approximation.

Recommendations: 1) Cut grapevines growing on good quality trees, especially walnut, oak, hickory, and the best cherry, sugar maple, and poplar. You can leave grapevines growing on scrub trees. 2) Cut and control non-native, invasive species (including multiflora rose, Japanese barberry, European privet, and Japanese honeysuckle) as you can. 3) If it's practicable and if you're interested in doing it, harvest timber with the advice and assistance of a professional forester once timber prices have improved. This would be a thinning or improvement harvest in which you would cut trees that are diseased, dying, decaying, damaged, crooked, forked, multi-stemmed, stunted, or otherwise seriously defective. 4) Follow the harvest with general timber stand improvement (TSI), again with the advice and assistance of a professional forester.

Stand 4

Area: 3.8 Acres

Stand Type: Oak-hickory

Species: White oak, chestnut oak, scarlet oak, black oak, shagbark hickory, bigtooth aspen, and associated species

Location & Site Conditions: Stand 4 is located on the west side of the property and occupies a long, narrow ridgetop. This is a somewhat hot, dry site, but growing conditions are generally good.

Description: Stand 4 is a stand that was either clearcut or cut very heavily in recent years, perhaps 20 years ago. The result is a well-stocked, even-aged stand of saplings and poletimber. Timber quality is very good, and with a little improvement cutting, this stand could be converted into a very productive and valuable stand of timber.

Recommendations: Same as Stand 1.

Stand 5

Area: 7.7 Acres

Stand Type: Mixed hardwoods

Species: Same as Stand 3

Location & Site Conditions: Stand 5 is located in the western part of the property in an intermittent creek bottom. Site conditions are good except that this area appears to have

been heavily disturbed, probably by being mined. The terrain has been altered. Parts of this stand were open ground in 1951, less in 1966.

Description: Stand 5 is similar to Stand 3 except that there is a smaller average diameter here, and site conditions may not be as good due to past disturbance. Also, there's a fair amount of junk in this stand.

Recommendations: 1) Clean up the junk. 2) Otherwise, same as Stand 3.

Stand 6

Area: 4.8 Acres

Stand Type: Non-forest (field)

Location & Site Conditions: Stand 6 is made up of two small fields along Luhrig Road. Site conditions are very good, although soils are somewhat poorly drained.

Recommendations: Cut and control non-native, invasive species in and along the edges of the fields.

Stand 7

Area: 1.9 Acres

Stand Type: Non-forest (utility right-of-way)

Location & Site Conditions: Stand 7 angles across the property from northwest to southeast, dividing several other stands.

Recommendations: Same as Stand 6.

A Key to Terms in the Stand Descriptions

Size

Foresters measure trees in different dimensions, including diameter, height, and volume. **Diameter-at-breast-height** (dbh, measured at 4-1/2 feet above ground level) is one of the easiest measurements to make. Each tree then falls into a specific diameter class or category. These can include:

- **Seedlings**—Less than 1 inch dbh and/or less than 4-1/2 feet tall.
- **Saplings**—Between 1 and 5 inches dbh.
- **Poles or poletimber**—Between 6 and 11 inches dbh.
- **Sawtimber**—Twelve or more inches dbh.

Age

Even-aged—All or most of the trees in the stand are the same age. They may vary in diameter, but most trees of the same species on the same site are also the same height. Stands of pine, yellow-poplar, and oak are usually even-aged.

Uneven-aged—Trees are different ages, hence different heights. Maple, beech, and other shade-tolerant species often form uneven-aged stands.

Two-aged—Trees are of two ages, usually because the woods were grazed for some time, then livestock were removed to allow a second age group to begin growing.

Stocking

Every growing site is capable of supporting a certain amount of growth. Best growth occurs when stocking levels are at optimum levels, in other words, when you have a **well-stocked** or **fully-stocked** stand.

Under-stocked sites are under-utilized, that is, they could be used to grow more trees. Planting may be in order in an understocked stand.

Over-stocking results in less than optimal growth due to intense competition among trees. **Thinning** is needed in overstocked stands if they are to grow and produce at optimum levels.

Form & Quality

Crop tree—A tree that you want to grow because it produces or provides something you want or need to meet your goals. For example, if timber is your “crop,” then your crop trees would include the best and most valuable trees, especially oak, walnut, cherry, poplar, and sugar maple. Likewise, if mast is your “crop,” then your crop trees would include oak, hickory, walnut, and persimmon. Crop trees can be released from competition with their less desired neighbors through a practice known as crop tree release, one of many practices that fall under the heading of timber stand improvement (TSI).

Cull—A tree with little or no commercial value because of rot, cavities, or other serious defects.

Den Tree—A living tree with one or more cavities in which wild animals can make their home.

Open-grown or **field-grown**—Refers to a tree with spreading branches and a short trunk. An open-grown tree is one that has grown in the open with little if any competition from other trees. Sometimes called a “wolf tree,” although this term has become outdated.

Snag—A dead tree still standing in the woods.

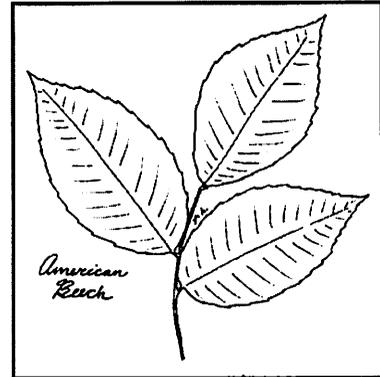
Wildlife tree—A tree that may have little timber value but considerable wildlife value because it produces mast (such as acorns, nuts, or other fruit) or provides cavities for nests or dens. Oak, hickory, beech, and sugar maple usually make good wildlife trees.

Woods-grown—Refers to a tree that is generally straight and tall, its good form due to having grown in competition with other trees.

Landowner Goals

A land management plan consists of three main parts:

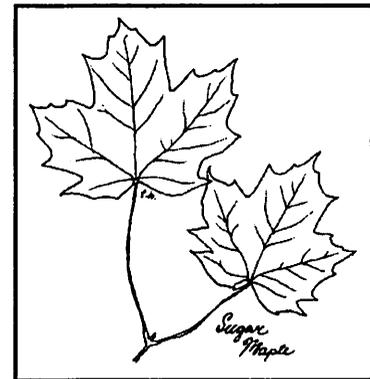
- 1) A description of what you have (above).
- 2) A statement of where you would like to be, in other words, your goals.
- 3) A plan as to how to get from what you have to where you want to be, that is, a series of recommendations and a schedule of activities (below).



Goal: To improve the quality, value, and productivity of the woods and to hold the woods as an investment for the Patton family's future.

Requirements under the Ohio Forest Tax Law (OFTL)

Under the Ohio Forest Tax Law (OFTL) you agree to certain requirements for your continued compliance and enrollment in the program. At the end of the application process (when you pay the \$50.00 application fee), you will sign an agreement with the following provisions:



- 1) You will protect the area from livestock.
- 2) To the best of your ability, you will protect the area from fires.
- 3) You will maintain the visibly marked property and boundary lines as required for certification.
- 4) You will follow the Forest Stewardship Management Plan [also called a forest stewardship plan] prepared for this property.
- 5) When timber is being cut, you will use a master logger to complete the cut, file an operation and management plan (O & M plan) [now called a Timber Harvest Notice of Intent (NOI) and Timber Harvest Plan] with the local Soil and Water Conservation District (SWCD), and apply best management practices (BMPs).
- 6) You will attend eight hours of forestry training, approved by the Chief of the Division of Forestry, within five years of the certification of your forestland. You will retain records of this training for inspection by the Chief or designate. The records shall include notation of the date, place, sponsor, and topic of such training.
- 7) You will comply with all laws, rules, and regulations promulgated by the Chief of the Division of Forestry, which are used in the administration of Sections 5713.22 to 5713.26 of the Ohio Revised Code.

In addition, you must complete a management practice before being accepted into the OFTL program. Your completion of this practice demonstrates your intent to manage your property for purposes outlined by the program. Your required practice:

Cut grapevines growing in good quality trees in Stand 1 (7.7 acres)

OR

Complete crop tree release in at least half of Stand 4 (1.9 acres).

This plan is designed to cover the management of your property for at least the next five years, when a forester will revisit the property to offer advice and assistance, to make sure you are still in compliance with OFTL, and to update the plan if need be. During the period outlined under this plan, you are required to complete a second management project. Your project for the next five years is:

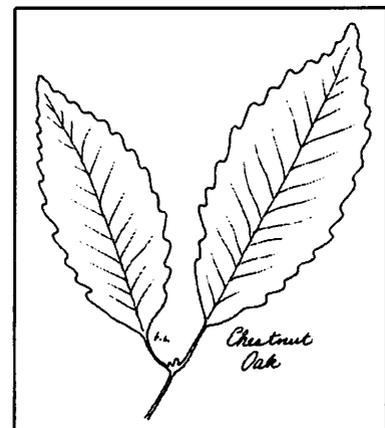
Complete crop tree release in Stand 4 (3.8 acres total) and complete grapevine control in Stand 1 (7.7 acres total).

To retain your status under OFTL, you are required to attend a minimum of eight hours of training approved by the Chief of the Ohio Division of Forestry. The Chief has determined that for all new certifications after July 1, 2007, training to meet this requirement must include a six-hour workshop entitled "Introduction to Woodland Management," designed and taught by Ohio State University (OSU) Extension. For information on the location and scheduling of this workshop, contact OSU Extension at the School of Environment and Natural Resources, 210 Kottman Hall, 2021 Coffey Road, Columbus, OH 43210, or look on the OSU Extension website.

Property Boundary Line Markings

The administrative rules established under the Ohio Forest Tax Law (OFTL) require that landowners wishing to enroll in the program mark their property boundary lines and/or the boundary lines of forestland under consideration. You must maintain your boundary line markings for as long as you're enrolled in the program. Any of the following ways of marking boundary lines is acceptable:

- Blazing of trees with paint
- Installation of posts or stakes
- Installation of a fence—an existing well constructed fence qualifies



If you use paint, posts, or stakes, your marks or markers must be no farther than sixty-six feet apart. The use of flagging, ribbon, or surveyor's tape is not an acceptable way to mark your boundary lines.

Marking your property boundary lines helps to prevent or discourage:

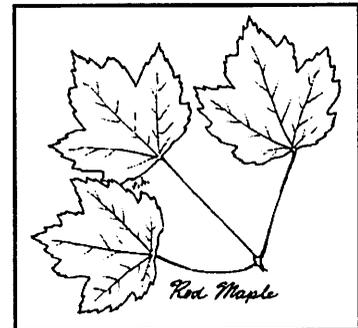
- Timber theft or timber trespass

- Poaching of game and medicinal or edible herbs
- Illegal dumping of trash and junk
- Trespassing by hikers, hunters, anglers, and operators of off-road or all-terrain vehicles
- Cultivation of illegal drug plants

Marking your property boundary lines puts your neighbors and potential trespassers on notice. In effect you're saying, "I know where my property boundary lines are. I know what's mine and where it begins and ends. And I get around in my woods regularly, so watch out."

General Management Recommendations

- 1) **Exclude livestock from the woods** by building and maintaining fences and gates as needed. Be aware that not only are livestock hard on trees and forests, but also forests make poor forage. In other words, livestock and forest management don't go together. If you have cattle, horses, hogs, or goats in the woods, you don't have a forest, you just have a shady pasture.



- 2) **Prevent forest fire** to the best of your ability by maintaining trails and roads as firebreaks and by refraining from burning underbrush or trash in or near the woods, especially during the spring and fall fire seasons.

- 3) **Maintain and improve trails and roads** for good access to all parts of the woods while taking care to reduce or prevent erosion and runoff, all in accordance with Ohio logging best management practices (BMPs). Although BMPs are intended for implementation during and after a logging operation, they can be applied by anyone working in the woods. The key to preventing erosion on forest roads is to get water off the road before it can build up any great force or volume. Any book or other source that talks about BMPs will describe ways of diverting water from roads and trails.

You can read more about BMPs in "Best Management Practices for Logging Operations" (Ohio Division of Forestry Fact Sheet), "BMPs for Erosion Control on Logging Jobs in Ohio" (Ohio Division of Forestry), or "BMPs for Erosion Control for Logging Practices in Ohio" (Ohio State University Extension Bulletin 916). Another excellent source is "A Landowner's Guide to Building Forest Access Roads" (USDA Forest Service NA-TP-06-98). You can also look on the Internet using the keywords "best management practices" and "logging."

- 4) **Mark property boundary lines** as needed using fence posts, fence wire, oil-based paint, and signs so as to prevent or discourage trespassing, dumping, timber theft, and poaching of game and medicinal or edible herbs.
- 5) **Eradicate the worst invasive, exotic plant species** if at all possible. These would include ailanthus or tree-of-heaven (*Ailanthus altissima*), autumn-olive (*Elaeagnus umbellata*), and bush honeysuckle (*Lonicera* species). There are numerous sources for identification and

control of invasive species. See the enclosed fact sheets for more information or look on the Internet using either the common name or Latin name for these unwelcome guests.

- 6) **Cut and control other invasive species**, including multiflora rose (*Rosa multiflora*) and Japanese honeysuckle (*Lonicera japonica*). These are two species that grow profusely in old fields and pasture woods, along the edges of the woods, and in waste places wherever sunlight reaches the ground. Eradicating them may be impracticable, but control often is not.
- 7) **Cut and control wild grapevines** growing on good quality timber- and mast-producing trees such as walnut, cherry, yellow-poplar, oak, hickory, sugar maple, and persimmon. Grapevines can grow over the tops of trees, weighing them down, breaking limbs, and even killing trees. Cutting grapevines will help improve the value and productivity of your woods. There isn't any need to cut grapevines growing on scrub trees such as the typical sassafras, elm, locust, red maple, or Osage-orange. Also, you can leave Virginia creeper and poison-ivy vines growing on trees as they do little if any harm.
- 8) **Undertake timber stand improvement (TSI)** to include numbers 5 through 7 above, as well as the following:
 - **In sapling and poletimber stands**, that is, in stands dominated by trees between 3 and 12 inches in diameter-at-breast-height (dbh): **Thinning and crop tree release**.
 - **In sawtimber stands**, that is, in stands dominated by trees over 12 inches dbh: **Cutting of firewood, deadening of culls, improvement harvesting, intermediate harvesting, or final harvesting** as desired or needed under the direction of a forester.
 - **In all stands**: Favor crop trees, that is, trees that offer a benefit, provide a service or product, or in some other way represent the potential for satisfying one or more of your goals. Although quality is a better indicator of a crop tree than is species, you should still favor valuable trees such as walnut, cherry, yellow-poplar, oak, hickory, sugar maple, persimmon, and so on. I would put comparatively little stock in sassafras, elm, or locust. Even ash may not be very promising as a crop tree, considering the threat of the emerald ash borer.
 - See "Improve Your Woodlot by Cutting Firewood" (USDA Forest Service NA-GR-6), "How to Release Crop Trees in Precommercial Hardwood Stands" (USDA Forest Service NE-INF-80-88), or "The Forest Improvement Handbook" (Indiana Division of Forestry), for more information. Although you may not need firewood, the principles in the first publication mentioned here will get you going in the right direction, that is, towards growing higher quality timber- and mast-producing trees and discrimination against inferior trees.

Harvesting & Selling Timber

Selling timber can be one of the biggest financial decisions you make in your life. It's not something to enter into lightly. If you want a successful timber sale, you should:



- 1) Work with a professional forester who is committed first and foremost to serving **YOU**.
- 2) Have your forester—with your input—select, mark, tally, and estimate volume of trees for sale.
- 3) Sell **ONLY** the trees marked for sale by your forester. Don't make any side deals with the logger or timber buyer.
- 4) Advertise your timber sale to as many timber buyers as possible.
- 5) Sell your timber by way of a sealed-bid process. A sealed-bid sale sets timber buyers up in competition with each other, thereby maximizing the amount you receive for your timber.
- 6) Sell timber **ONLY** by way of a written contract presented by **YOU** to the timber buyer.
- 7) Require payment in full before the logging crew arrives on your property.
- 8) Require proof of workers' compensation and liability insurance coverage from the timber buyer and/or logger.
- 9) Visit the area where logging is going on at the outset of the operation and at least twice a week afterwards.
- 10) Require the logger to implement best management practices (BMPs) for water quality and soil conservation during and at the close of the logging operation.
- 11) Follow up timber harvesting with timber stand improvement (TSI) under the direction of a forester. TSI is designed to improve growing conditions for the best, most promising trees in your woods. Cutting to improve your woods is an investment in the future and helps guarantee better returns at the next harvest.
- 12) **BY NO MEANS HIGH-GRADE YOUR WOODS!** High-grading is an all too common practice whereby the best, most valuable timber is cut while leaving trees with little value in the woods. A high-grade cutting goes by many disguises:
 - **A diameter-limit cut**—In a diameter-limit cut, every tree of any value over a certain diameter—usually 12 to 20 inches—is cut. Diameter-limit cutting is a form of high-grading. **DON'T diameter-limit cut your woods.**

- **Logger's choice**—Allowing a logger or timber buyer his choice of trees to cut usually results in high-grading. **DON'T allow the logger his choice when deciding what trees to cut.**
- **High-grading by species**—Some species of trees—white oak, red oak, walnut, cherry—are in general more valuable than others. If a forester or logger wants to cut trees of these species while leaving beech, gum, locust, elm, sycamore, and other low value species in your woods, he is looking to high-grade your woods. **DON'T high-grade by species.**
- **A so-called “select cut” or “select harvest”**—If someone uses the term “select cut” or “select harvest,” **BEWARE!** What he wants to “select” for cutting are your best, most valuable trees. **DON'T cut timber by a so-called “select cut.”**
- **High-grading by timber quality or value**—As the landowner, one of your objectives should be to improve growing conditions for your best, most promising trees, that is, for your future forest. That means cutting trees that are either: a) mature, or b) in decline, diseased, damaged, stunted, or otherwise defective. **DON'T leave these trees in the woods while cutting your best, most valuable timber.**

DON'T HIGH-GRADE YOUR WOODS!

As your service forester, I am available to help you implement this forest stewardship plan. If you have questions at any time, feel free to contact me. Good luck with managing your property.

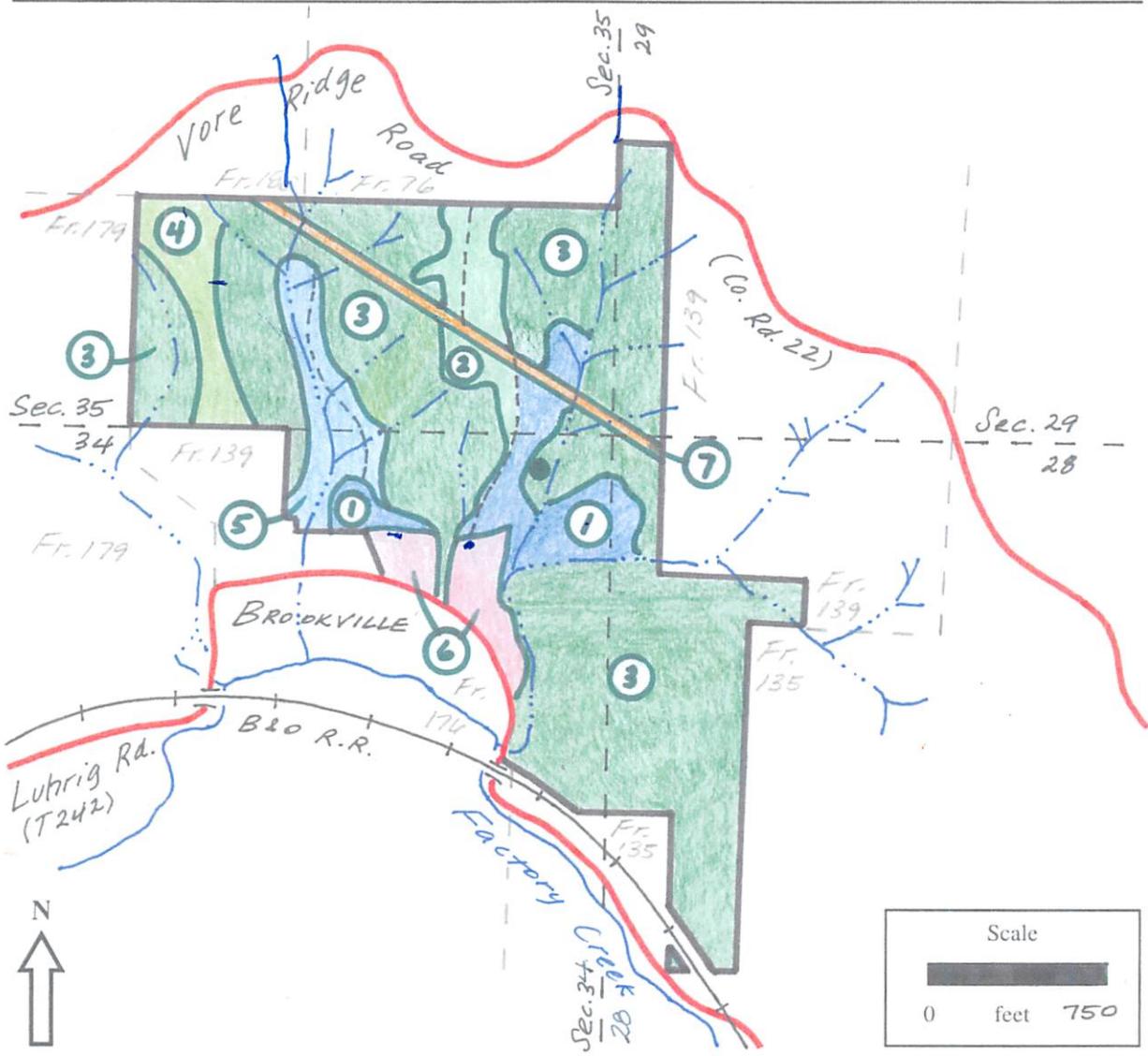
Terence E. Hanley
 Service Forester
 Ohio Department of Natural Resources
 Division of Forestry
 360 East State Street
 Athens, OH 45701
 (740) 589-9909

Schedule of Activities

Stand	Area (Acres)	Year	Activity or Practice
All	93.692	2009	Locate and mark your property boundary lines using a brightly colored, oil-based (or equivalent), brush-type paint applied to trees and fenceposts along the perimeter at a distance of no more than 66 feet between marks
1	7.7	2009	Cut grapevines growing in good quality trees, especially walnut, oak, hickory, and the best cherry, sugar maple, and poplar
OR			
4	1.9	2009	Complete crop tree release
1-5	87.0	2009	Enroll all qualifying acreage into the Ohio Forest Tax Law (OFTL) program
1	7.7	2009-2014	Complete grapevine control
4	3.8	2009-2014	Complete crop tree release
Where needed	Where needed	2009→	Cut and control non-native, invasive species (including multiflora rose, Japanese barberry, European privet, and Japanese honeysuckle) as you can
2, 3, & 5	75.5	2009→	Cut grapevines growing in good quality trees, especially walnut, oak, hickory, and the best cherry, sugar maple, and poplar
2, 3, & 5	75.5	If desired and after timber prices recover	Conduct a timber sale by having a professional forester mark and tally trees for sale; by advertising your sale as widely as possible; by way of a sealed-bid, lump-sum process; and under a sound written contract
2, 3, & 5	75.5	After the sale	Undertake timber stand improvement (TSI) with the advice and assistance of a professional forester

Stand	Area (Acres)	Year	Activity or Practice
All	93.692	2009→	Maintain your property boundary line markings as required for continued compliance with OFTL
1	7.7	Following grapevine control	Undertake general TSI with the advice and assistance of a professional forester
1-5	87.0	2014	Accompany the forester re-inspecting your woods for recertification under OFTL
All	93.692	As needed	Update and adapt your forest stewardship plan

Stand Map



Key

- | | | | | | |
|-------|-----------------------------------|---|-----------------------------|---|--------------------------|
| --- | Section, township, or county line | — | Stand boundary | ■ | Buildings |
| - - - | Fraction line | ① | Stand number | ■ | Current |
| — | Property boundary | — | Stream | ■ | Former |
| ~ | Public road | — | Pond | ■ | Oil/gas well or facility |
| - - - | Private road, trail, or path | — | Wetland | ■ | Cemetery |
| — | Utility right-of-way (Stand 7) | — | High point | ● | Other features |
| — | Parcel boundary | — | Ailanthus or tree-of-heaven | + | Large red oak tree |
| — | Parcel identifier | + | | + | Railroad |
| | | ~ | | ~ | Railroad overpass |

Notes: Not all features listed in the key are necessarily found on the map. Stand boundaries and stand acreages are approximate. This stand map is based on ground checks, aerial photographs, topographic maps, and/or other maps. T. Hanley 5-18-2009

6-1-1951
86-136



Scale
0 feet 750



ATHENS COUNTY AUDITOR TAX PLAT

1 inch = 200 feet

These maps are believed to be correct and are to show ownership only.

Athens Twp. Sec. 34
T9-R14



FORESTRY EQIP PRACTICE CERTIFICATION

Landowner: Greg Patton

EQIP Contract Number 745E34172GX

Year of Certification: 2018

I have reviewed the following forestry practice(s):

Check Box	Contract Identification Number (CIN)	Practice	Stand	Acres
✓	1a	Brush Management (314)	3	6.4
		Herbaceous Weed Control (315)		
		Mulching (484)		
		Tree/Shrub Site Preparation (490)		
		Tree and Shrub Establishment (612)		
		Upland Wildlife Habitat Management (645)		
✓	3a	Forest Stand Improvement (666)	1b, 2b, 5	18.4

I certify that the practices and extent of work identified above has been completed and meet the appropriate practice standard and specifications.

Cameron A. Buehner
Service Forester Signature

3-14-18
Date

Per the agreement between NRCS and the ODNR Division of Forestry, qualified Service Foresters provide technical assistance and practice certification for EQIP forestry practices and their implementation.

If the work does not meet practice specifications, the landowner may not delete the practice from the contract to avoid noncompliance with NRCS requirements or terms and conditions of the contract. The participant should work with the Service Forester to determine what is required to complete the practice according to NRCS standards and specifications.

Project 20 Vendor List - Updated 02/10/2020

*The names on this listing do not constitute an endorsement by the Ohio Division of Forestry

Contractor	Address	County	Phone #	Email	Services Provided
Abele, Jay	1270 W Glenn Cordray Road McConnelsville, OH 43756	All	740-624-3876	sage30@centurylink.net	Invasive species control, grapevine control, crop tree release/chainsaw work, tree planting, boundary line marking
Damron, Jim <i>W.I.S.E. Forestry Services</i>	Rural Route 1 Box 521 Sugar Grove, OH 43155	All	614-582-4343	damrdzine@aol.com	Invasive species control, grapevine control, crop tree release/chainsaw work
Davis, Kris <i>Davis Woodland Management LLC</i>	15034 Mt. Perry Road Mt. Perry, OH 43760	All	740-297-5617	daviswoodlandmgmt@gmail.com	Invasive species control, grapevine control, crop tree release/chainsaw work, tree planting, boundary line marking
Hammond, Chad <i>Old Appalachia Forestry</i>	39630 T.R. 1004 New Matamoras, OH 45767	All	740-516-0278	oldapalachia@outlook.com	Invasive species control, grapevine control, crop tree release/chainsaw work
Hardesty, David	340 Summit Avenue Frametown, WV 26623	All	304-364-8101 304-644-8440	dhardesty1@frontier.com	Grapevine control, crop tree release/chainsaw work
Hatfield, Dale <i>Rawhide Land Service</i>			740-605-2558	rawhidelandservice@gmail.com	Invasive species control, grapevine control, crop tree release/chainsaw work, edgefeathering, tree planting
Hayes, Eric	42714 State Route 7 Coolville, OH 45723	All *Excluding Athens	740-412-6631	jrhayes43@yahoo.com	Invasive species control, grapevine control, crop tree release/chainsaw work, tree planting, boundary line marking
Helmets, Larry <i>Native Landscapes LLC</i>		All	614-514-9514	nativelandscapesohio@gmail.com	Invasive species control, grapevine control, crop tree release/chainsaw work, pollinator habitat & food plot installation, trail maintenance & development, skidsteer with forestry mower
Hershberger, Ivan	33849 State Route 643 Fresno, OH 43824	All	330-473-5196		Invasive species control, grapevine control, crop tree release/chainsaw work, tree planting, boundary line marking
Kindler, Alex & Abby <i>Kindler Forest Management LLC</i>	2605 High and Road Zanesville, OH 43701	All	740-214-4642	kindlerforestry@yahoo.com	Grapevine control, crop tree release/chainsaw work, boundary line marking
Morse, Richard III <i>Ohio Forest Management LLC</i>	P.O. Box 1001 Marietta, OH 45750	All	740-629-2896	ohioforestmanagement@yahoo.com	Invasive species control, grapevine control, crop tree release/chainsaw work, boundary line marking
Passek, Rob	3295 BIS Road Lancaster, OH 43130	Athens	740-689-0131 740-438-6620	daniellepassek@hotmail.com	Invasive species control, grapevine control, tree planting, boundary line marking
Sturges, Jim <i>Williams Forestry and Associates</i>	P.O. Box 1011 Jackson, OH 45640	All	866-497-7460 404-307-4873	jdsdfa@earthlink.net	Invasive species control, grapevine control, crop tree release/chainsaw work, tree planting

Contractor	Address	County	Phone #	Email	Services Provided
Williams Forestry and Associates	Jackson, OH 45400 P.O. Box 1011	All	606-107-6870 666-407-7860	williams@earthlink.net	Invasive species control, grapevine control, crop tree release/chainaw work, tree planting
Russell, Rob	Lancaster, OH 43130 8598 812 Road	Athens	740-438-8820 740-689-0131	ernst@russellrussell.com	Invasive species control, grapevine control, tree planting, boundary line marking
Ohio Forest Management LLC	Mahoning, OH 45730 P.O. Box 501	All	740-559-2500	ohioforestmanagement@ymail.com	Invasive species control, grapevine control, crop tree release/chainaw work, boundary line marking
Forest Management LLC	Zanesville, OH 43701 3805 Highway Road	All	740-524-8843	land@forestmgt.com	Grapevine control, crop tree release/chainaw work, boundary line marking
Herberberger, Ivan	Fresno, OH 43821 33849 State Route 943	All	380-173-2190		Invasive species control, grapevine control, crop tree release/chainaw work, tree planting, boundary line marking
Native Landscapes LLC		All	614-014-8824	native@landscapes.com	tree maintenance & development, site assessment, forest management, release/chainaw work, boundary line marking, tree planting
Hayes, Eric	Coshocton, OH 43732 45714 State Route 7	All	740-412-0891	erichayes@earthlink.net	Invasive species control, grapevine control, crop tree release/chainaw work, tree planting, boundary line marking
Rawls Land Services			740-608-0388	rawls@landservices.com	Invasive species control, grapevine control, crop tree release/chainaw work, site assessment, tree planting
Hebesty, David	Frankstown, PA 15753 340 Summit Avenue	All	704-614-8440 304-158-8170	davidhebesty@earthlink.net	Grapevine control, crop tree release/chainaw work
Old Appalachia Forestry	New Market, OH 45767 3850 E. 100th	All	604-716-0243	oldappalachia@outlook.com	Invasive species control, grapevine control, crop tree release/chainaw work
Woodland Management LLC	Mt. Pleasant, OH 43200 15034 Mt. Perry Road	All	740-307-2813	david@woodlandmgt.com	Invasive species control, grapevine control, crop tree release/chainaw work, tree planting, boundary line marking
W.S. Forestry Services	Sugar Grove, OH 43155 Rural Box 1 Box 231	All	614-682-4843	wss@wsforestry.com	Invasive species control, grapevine control, crop tree release/chainaw work
Apple, Jay	McConnelsville, OH 43260 1370 W. Glass, Carkey Road	All	740-424-3870	applejay30@earthlink.net	Invasive species control, grapevine control, crop tree release/chainaw work, tree planting, boundary line marking

The names in this listing do not constitute an endorsement by the Ohio Division of Forestry
 Project to Reorder List - Updated 03/20/2020

Receipt for payment to KRISTOFER DAVIS

KRISTOFER DAVIS <connect@e.connect.intuit.com>

Fri 10/9/2020 8:47 AM

To: gap222222@msn.com <gap222222@msn.com>

Good morning Greg,

You can find your payment receipt below. Thank you for your business.

-Kris Davis

INVOICE #127

TO

Greg Patton

gap222222@msn.com

\$1,000.00

Paid

[View Receipt](#)



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Re: Invasive species control

greg patton <gap2222222@msn.com>

Thu 8/27/2020 9:46 PM

To: daviswoodlandmgmt@gmail.com <daviswoodlandmgmt@gmail.com>

Kris go ahead please as soon as you can. I assume you will cut and spray as according to the forestry program requirements. When you are done I would like to discuss some spot spraying south of the designated area where some evasive have spread. Yes you can use your utv as needed. Let me know if you have any questions, Greg

Get [Outlook for iOS](#)

From: daviswoodlandmgmt@gmail.com <daviswoodlandmgmt@gmail.com>

Sent: Thursday, August 27, 2020 5:36:58 PM

To: greg patton <gap2222222@msn.com>

Subject: Re: Invasive species control

Good evening Greg,

I was able to make it out to your property today and walked the 6 acre harvest site. Along with the invasive species you mentioned I also found a number of Alianthus trees (Tree of Heaven) within the harvest area which I would also take care of if you chose to hire me. Also, if you hired me I was wondering if you would allow me to use my UTV to access the sites?

As for a quote I can take care of all invasive species for \$1000 total. Payment would be due upon completion. Please let me know if you have any questions about anything. Thanks and I look forward to hearing from you soon.

-Kris Davis

Sent from my iPhone

On Aug 27, 2020, at 9:53 AM, daviswoodlandmgmt@gmail.com wrote:

Ok, thanks Greg.

Sent from my iPhone

On Aug 27, 2020, at 9:48 AM, greg patton <gap2222222@msn.com> wrote:

Sounds good thanks I can be reached at +17408568045 if you want to call on anything

Get Outlook for iOS

From: daviswoodlandmgmt@gmail.com <daviswoodlandmgmt@gmail.com>
Sent: Wednesday, August 26, 2020 10:53:35 PM
To: greg patton <gap2222222@msn.com>
Subject: Re: Invasive species control

Hey Greg,

I apologize for getting back to you so late. I will have time tomorrow to come out and take a look at the project and give you a quote. I am not sure what time this will be but I don't mind looking at it by myself. I believe I will be able to find the area based on your directions and the map that you gave me. I apologize for the short notice. Please let me know if you have any questions. Thanks.

-Kris Davis

Sent from my iPhone

On Aug 26, 2020, at 4:56 PM, greg patton <gap2222222@msn.com> wrote:

Hi just checking in, I would like to get this done sooner than later. Any chance you can see what you would charge?

Get Outlook for iOS

From: daviswoodlandmgmt@gmail.com <daviswoodlandmgmt@gmail.com>
Sent: Monday, August 10, 2020 2:58:01 PM
To: greg patton <gap2222222@msn.com>
Subject: Re: Invasive species control

Will do, thanks Greg.

-Kris

Sent from my iPhone

> On Aug 10, 2020, at 1:45 PM, greg patton <gap2222222@msn.com> wrote:
>

Re: Work completed

greg patton <gap2222222@msn.com>

Thu 9/24/2020 10:23 PM

To: daviswoodlandmgmt@gmail.com <daviswoodlandmgmt@gmail.com>

Thanks Kris I will get a check out tomorrow!

Get Outlook for iOS

From: daviswoodlandmgmt@gmail.com <daviswoodlandmgmt@gmail.com>

Sent: Wednesday, September 23, 2020 11:46:26 AM

To: greg patton <gap2222222@msn.com>

Subject: Re: Work completed

Yes, I got everything up there and even walked along the road and hit anything I saw. Some of the larger shrubs close to the road I ended up hitting with a foliar just because I was up above them and had my backpack sprayer on.

Sent from my iPhone

On Sep 23, 2020, at 9:36 AM, greg patton <gap2222222@msn.com> wrote:

Sounds good Kris were you able to also get north of the trail toward vore ridge road?

Get Outlook for iOS

From: daviswoodlandmgmt@gmail.com <daviswoodlandmgmt@gmail.com>

Sent: Wednesday, September 23, 2020 8:35:13 AM

To: greg patton <gap2222222@msn.com>

Subject: Work completed

Good Morning Greg,

I was able to get things wrapped up yesterday within the 6 acre project area. In 4-6 days you should start seeing the invasives start to either wilt or defoliate. With the herbicide that I use sometimes the plant will appear to be alive but if you shake it the leaves will drop. Along with the listed invasives in the plan I also treated any Ailanthus that I found. Please let me know if you have any questions. I will send you an invoice here soon. Also, I remember that you mentioned conducting some spot treatment South of the site. I can come out and take a look sometime if you wanted to set up a time to meet. I have a few other jobs that I need to complete but if I can't get to this now I could certainly hit this early Spring. Take care.

-Kris Davis

Date: 1/26/2019

Dear Master Logger/Sawmill Operator:

Please find attached a timber sale announcement for your consideration. We have a nice selection of hardwoods that include a large percentage of white oaks. The sale also includes a small sampling of quality black walnut. The timber stands border county roads for easy access. Our property is located about three miles west of Athens, Ohio. We have worked closely with the Division of Forestry for the past six years toward this sale and we look forward to working with you to make this a good experience. Please feel free to call or email if you have any questions.

Greg and Becky Patton

6870 Luhrig Road

Athens, Ohio 45701

Telephone: 740-856-8045

Email: gap2222222@msn.com

I, Travco Lumber Co., do hereby
bid the amount of, \$ 30,200.⁰⁰,

on Gregory & Rebecca Patton's
property.


Doug Bobb

Date: 1/26/2019

TIMBER SALE ANNOUNCEMENT

Interested buyers are invited to inspect and bid on the timber offered for sale, summarized on the following pages, owned by **Gregory A. & Rebecca J. Patton** of Athens, Ohio, and located in **Athens County, Ohio**:

Disclaimer: All volume figures are estimates only. No guarantee of actual volume is given or implied. Prospective buyers should satisfy themselves as to the number, size, species, estimated volume, and quality of timber offered for sale.

Description: Four separate cutting sections amounting to an estimated 70,718 board-feet Doyle and 71 cords of hardwood pulpwood, being sold together as a single sale, and described as follows:

- A. Cutting Section 1: 7.1-acre clearcut, in which all trees larger than 1.0-inch in diameter-at-breast-height must be felled. The clearcut is delineated by orange paint on trees at about chest height and facing the clearcut. **Trees marked with orange paint shall not be cut.** Additionally, 18 trees within the clearcut are marked with pink slashes on the uphill and downhill sides of the trees and with a pink stump mark on the downhill side of the trees. **Trees marked with pink paint are not for sale and shall not be cut.** Cutting Section 1 is estimated to have 33,670 board-feet (Doyle Rule) and 45.4 total cords of hardwood pulpwood.

SUMMARY BY SPECIES								
SPECIES	VOL. PER ACRE	PCT. OF PER ACRE VOL.	TREES PER ACRE	PCT. OF PER ACRE TREES	BASAL AREA/ ACRE	PCT. OF PER ACRE BA	AVG. DBH	TOTAL STAND VOLUME
Black Oak	451	9.4%	9.8	7.4%	9.0	7.9%	13.0	3,160
White Oak	2521	52.4%	60.5	45.6%	58.0	50.9%	13.3	17,650
Chestnut Oak	998	20.8%	29.0	21.9%	29.0	25.4%	13.5	6,987
Northern Red Oak	354	7.4%	2.6	2.0%	6.0	5.3%	20.5	2,476
Scarlet Oak	485	10.1%	3.5	2.7%	6.0	5.3%	17.6	3,398
Hard Maple			5.1	3.8%	1.0	0.9%	6.0	-
Soft Maple			12.0	9.1%	3.0	2.6%	6.8	-
Yellow Buckeye			5.1	3.8%	1.0	0.9%	6.0	-
Hickory			5.1	3.8%	1.0	0.9%	6.0	-
PER ACRE TOTALS	4810	100.0%	132.8	100.0%	114.0	100.0%	12.5	33,670

- B. Cutting Section 2: 2.9-acre clearcut, in which all trees larger than 1.0-inch in diameter-at-breast-height must be felled. The clearcut is delineated by orange paint on trees at about chest height and facing the clearcut. **Trees marked with orange paint shall not be cut.** Additionally, 4 trees within the clearcut are marked with pink slashes on the uphill and downhill sides of the trees and with a pink stump mark on the downhill side of the trees. **Trees marked with pink paint are not for sale and shall not be cut.** Cutting Section 2 is estimated to have 10,258 board-feet (Doyle Rule) and 13.6 total cords of hardwood pulpwood.

SUMMARY BY SPECIES								
SPECIES	VOL. PER ACRE	PCT. OF PER ACRE VOL.	TREES PER ACRE	PCT. OF PER ACRE TREES	BASAL AREA/ ACRE	PCT. OF PER ACRE BA	AVG. DBH	TOTAL STAND VOLUME
Scarlet Oak	126	3.6%	1.8	1.6%	6.7	8.0%	26.1	366
White Oak	2057	58.2%	64.4	56.6%	43.3	52.0%	11.1	5,966
Northern Red Oak	1015	28.7%	9.2	8.1%	13.3	16.0%	16.3	2,944
Black Oak	150	4.2%	3.1	2.7%	3.3	4.0%	14.0	434
Hickories	189	5.3%	8.0	7.0%	6.7	8.0%	12.4	547
Misc.			27.3	24.0%	10.0	12.0%	8.2	-
PER ACRE TOTALS	3537	100.0%	113.8	100.0%	83.3	100.0%	11.6	10,258

GAP

Date: 1/26/2019

- C. Cutting Section 3: 7.2-acre thinning. The thinning is delineated by orange paint on trees at about chest height and facing the cutting section. **Trees delineating the cutting section boundary that are marked with orange paint shall not be cut.** All trees marked with orange slashes or orange "X" on the uphill and downhill sides of the trees and with an orange stump mark on the downhill side of the trees are offered for sale. Trees determined to have some amount of useable volume for either sawlogs or pulpwood, are marked with **orange slashes**. Trees determined to have greater than 50% defect are marked with an **orange "X"** and recorded as cull trees. Cutting Section 3 is estimated to have 16,520 board-feet (Doyle Rule), 10.3 cords of hardwood pulpwood and 14 cull trees marked for sale.

SUMMARY OF VOLUME BY SPECIES AND SIZE CLASS													
Doyle Rule													
DBH	*** SPECIES LISTING ***												Total Volume
	White Oak	Northern Red Oak	Black Oak	Chestnut Oak	Scarlet Oak	Hard Maple	Soft Maple	Hickories	Black Cherry	Buckeye	Beech	Elm	
14	1120	100				460	50	100		100	50	50	2030
16	550		70	110	70	200		100					1100
18	980			100	130	320				160			1690
20	310	700	580		220	180					130		2120
22	230	720							340				1290
24	290	2360				580				360			3590
26													0
28		1940	1230		430								3600
30													0
32	440												440
34													0
36													0
38		660											660
Total	3920	6480	1880	210	850	1740	50	200	340	620	180	50	16520

- D. Cutting Section 4: 3.0-acre group selections. All trees marked with orange slashes or orange "X" on the two sides of the trees and with an orange stump mark on the one side of the tree are offered for sale. Trees determined to have some amount of useable volume for either sawlogs or pulpwood, are marked with **orange slashes**. Trees determined to have greater than 50% defect are marked with an **orange "X"** and recorded as cull trees. Cutting Section 3 is estimated to have 10,270 board-feet (Doyle Rule), 1.7 cords of hardwood pulpwood and 5 cull trees marked for sale.

SUMMARY OF VOLUME BY SPECIES AND SIZE CLASS						
Doyle Rule						
DBH	*** SPECIES LISTING ***					Total Volume
	Sycamore	Black Walnut	Black Cherry	Hickories	Shingle Oak	
14						0
16			100		140	240
18	670	100	260		120	1150
20	620	600	580		350	2150
22	760	380		830		1970
24			220			220
26	520				260	780
28	880	430				1310
30						0
32						0
34						0
36	2450					2450
Total	5900	1510	1160	830	870	10270

Date: 1/26/2019

Prospective buyers are invited to present a written, sealed bid to the Seller and to be present at the opening of all written, sealed bids received by the Seller, to take place on:

Bid Opening Date: March 9, 2019

Bid Opening Time: 2:00 PM

Bid Opening Place: outside shelter house 6870 Luhrig Rd Athens, Ohio

Timber Sale Information

Seller: Gregory A. & Rebecca J. Patton
Address: 6870 Luhrig Road, Athens, OH 45701
Phone Number: Greg's Cell: 740-856-8045

Location of Timber: Cutting Sections 1, 2 & 3: on 100.57 acres owned by the Seller in Athens County, Athens Township, Sections 28, 29, 34 & 35, in parcels A040040005200 and A040040005701. Accessed from Vore Ridge Road or Luhrig Road.

Cutting Section 4: on 13.68 acres owned by the Seller in Athens County, Waterloo Township, Section 4, in parcel N020020014701. Accessed from Luhrig Road.

Timber Marked by: Cameron Bushong, Ohio Division of Forestry Service Forester, 740-274-4934

Type of Sale: Written, sealed bids only—no phone bids accepted. The Seller reserves the right to reject any and all bids.

Timber Sold by: A simple, written timber sale contract presented by the Seller to the Buyer. A copy of the timber sale contract is available upon request.

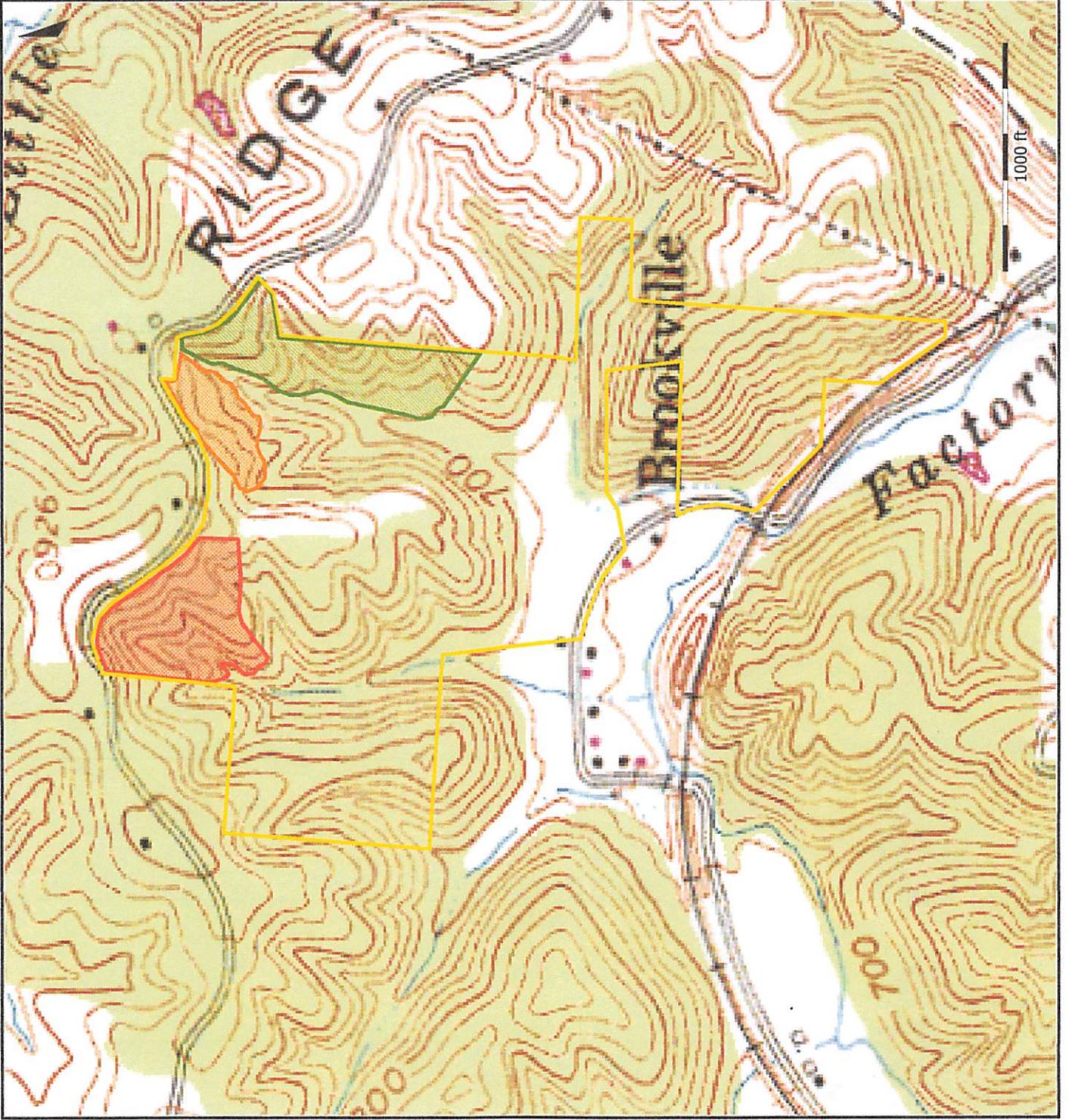
Timber Sale Contract: The Seller declares that he or she has the legal right to advertise and dispose of timber marked and offered for sale. All trees designated for sale will be conveyed to the Buyer by way of a simple, written timber sale contract. The contract must be executed within 10 (ten) days of notice of the awarding of the contract. Payment in full, by cashier's check or some other form of guaranteed payment, must accompany the signing of the contract. Proof of general liability and worker's compensation insurance is required for the awarding of the contract. A copy of the timber sale contract is available upon request.

Term of Contract: Two years from the date of the signing of the timber sale contract.

Payment Schedule: Lump sum payment in full upon the signing of the timber sale contract. The Buyer will be required to present to the Seller at the signing of the contract a refundable performance bond equal to 10 % (ten percent) of the sale price or \$2000.00 (two thousand and 00/00 dollars), whichever is greater. This performance bond will be returned to the Buyer upon successful completion of the timber sale contract.

Other Terms: The Buyer will be required to implement in a manner satisfactory to the Seller, best management practices (BMPs) in accordance with the booklet, "BMPs for Erosion Control for Logging Practices in Ohio," Ohio State University Bulletin 916 (2004).
Prospective buyers may direct questions to the Seller and should contact the Seller to schedule a viewing of the timber offered for sale.
Timber must be cut by a Certified Master Logger.

Greg & Becky Patton - Timber Sale Announcement - Cutting Section 1, 2 & 3



- Patton - Approx Boundary - Athens Twp
 - CS 1 - Clearcut with Reserves - 7.1 ac
 - CS 2 - Clearcut with Reserves - 2.9 ac
 - CS 3 - Thinning - 7.2 ac
- THE PLAINS.tif



Ohio Timber Harvest Planning Program

Ohio Department of Natural Resources,
Division of Forestry



In cooperation with
Ohio's Soil & Water Conservation Districts

Program Purpose: This **voluntary** program is designed to assist woodland landowners, loggers, and foresters with the pre-planning of logging activity. The program is designed to help the responsible parties select Best Management Practices (BMPs) that will reduce soil erosion and maintain the harvest site to state standards found in the Forestry Pollution Abatement Rules and Standards (Ohio Administrative Code 1501:3-12-01 to 1501:3-12-06).

Timber Harvest Notice of Intent (NOI) (For Voluntary Submittal)

Landowner Name(s): Gregory and Rebecca Patton
Mailing Address: 6870 Lukhrig Rd
Athens, OH 45701
Telephone No.: 740-856-8045 **Cell No.:** _____
E-mail Address: gap2222222@msn.com
Is the property to be harvested enrolled in the Ohio Forest Tax Law Program? Yes No

Logging Company Name: Jayson Reffitt Logging
Mailing Address: 38189 Zion Rd Hamden, OH 45834
Contact Person: Jayson
Telephone No.: _____ **Cell No.:** (740) 395-4294
E-mail Address: _____
Certified Master Logging Company? Yes No
Has logger attended BMP training within last 5 years? Yes No

Forester Name(s): Cameron Bushong
Company or Organization Name: _____
Mailing Address: _____
Telephone No.: _____ **Cell No.:** _____
E-mail Address: _____

Name of individual submitting the NOI: Greg Patton

Implementation Schedule:
Number of Acres to be Harvested: 30
Number of Stream Crossings Needed: _____
Proposed Starting Date: 5-15-2019
Proposed Completion Date: 6-7-2019

Location of logging operation:
County: Athens **Township:** Athens + Waterloo **Section:** _____
Name of public road where haul road/landing is located: Uore Ridge Road and Rohrick Rd
Latitude & Longitude of site/job entrance (Optional, indicate if known): _____ ° W _____ ° N

Timber Harvest NOI

If you wish to file a "**Timber Harvest Notice of Intent (NOI)**," complete only pg. 1 of this document and submit the **entire** document to the Soil & Water Conservation District (SWCD) in the County where logging is to occur or to the Ohio DNR Division of Forestry.

The Timber Harvest NOI form serves only as a voluntary notification and **Does Not** provide affirmative defense in the case of a Civil Suit as described in the Ohio Administrative Code (OAC), rule 1501:3-12-05.

Timber Harvest Plan

If you wish to file a complete "**Timber Harvest Plan**" for approval by the local SWCD or the Ohio DNR Division of Forestry, please complete all 4 pages of this document and return the entire, completed document to the SWCD in the county where logging is to occur.

***Note:** Any person owning or responsible for a forestry operation who is managing such an operation in accordance with a "Timber Harvest Plan" currently approved by the SWCD or ODNR Division of Forestry shall be considered in compliance with the state rules for forestry pollution abatement.

In a private civil action for nuisances involving forestry pollution, it is an affirmative defense if the person owning, operating, or otherwise responsible for a silvicultural operation is operating under and in substantial compliance with an approved Timber Harvest Plan.

Guidance for completing the "Timber Harvest Plan"

The Timber Harvest Plan is based on the guidelines found in the book "**BMPs for Erosion Control for Logging Practices in Ohio.**" The management practices detailed in the book form the standards used to determine compliance with Ohio's Forestry Pollution Abatement Rules and Standards. For your convenience, chapter and page number references are provided on the Timber Harvest Plan form. By referring to these pages, you can see photos and/or diagrams as well as written descriptions of the recommended BMPs. To obtain a copy of the BMP book, please contact the local SWCD, the Ohio Department of Natural Resources Division of Forestry at (877) 247-8733 or go online at <http://ohioline.osu.edu/b916/index.html>.

Timber Harvest Plan**A. Nature and scope of logging activity**

Acres of operation: 30 Acres

- Harvest type: Thinning
 Timber Stand Improvement (TSI)
 Clear-cut
 Shelterwood cut
 Selection cut - (single tree or group)
 Diameter limit
 Other: (Please specify): _____

Type of harvesting system to be utilized:

Manual (Chainsaw felling and skidder):

- Rubber tire skidder with Grapple Cable
 Tracked skidder/dozer

Mechanized:

- Cut to length (harvester/forwarder)
 Feller-buncher w/ rubber tire skidder Grapple Cable
 Feller-buncher w/ tracked skidder Grapple Cable

Other:

- Horse skidding Farm tractor skidding Farm tractor w/ forwarding trailer

B. Maps

All Timber Harvest Plans submitted **must** include a complete and legible plan map. Attach a copy of a U. S. Geological Survey (USGS) topographic map and/or a USDA-Natural Resources Conservation Service soils map that encompasses the proposed logging site. On the map, indicate the following: Proposed road systems (haul and skid roads), stream crossings, log loading area(s), property boundaries, and the boundaries of the logging operation. (**Note:** If you need assistance in obtaining or completing map(s), contact the local SWCD office)

C. Watershed information

Indicate the name of the nearest river or stream that the logging site drains to.

(Example: Unnamed tributary flowing to Salt Creek):

Factory Creek

D. Best Management Practices

Check Yes or No; If No, explain the proposed alternative to be used or why the BMP is not applicable.

Yes No 1. Leave a filter strip between perennial streams and roads, landings, etc. (Sect. VII, pgs. 46-48).

Explain alternative:

Yes No 2. Construct skid trails at grades of 20% or less. (Sec. IV, pg. 29. Explain alternative:

Yes No 3. Haul road entrances will be graveled up to 200' from the public highway when necessary to reduce mud on the road. (Sec. III, pg. 28). Explain alternative:

Yes No 4. Log landings will be constructed as small as practical, be adequately drained and constructed outside of any filter strips. (Sec. II, pg. 7). Explain alternative:

Yes No 5. Put dips in all approach roads and skid trails that are upslope of landings to prevent water from running onto the landing. (Sec. II, pg. 7). Explain alternative:

Yes No 6. When roads cannot be out-sloped, ditch water off the road and use properly sized culverts at intervals specified in the BMP handbook. (Sec. III, pgs. 17-25). Explain alternative:

Yes No 7. On non-ditched roads, use broad-based dips and/or grade breaks at intervals specified in the BMP handbook. (Sec. III, pgs. 19-20). Explain alternatives:

Yes No 8. Temporary water bars or turn-outs will be placed on skid trails to control potential erosion during any temporary shutdown periods. (Sec. IV, pgs. 31-35). Explain alternative:

Yes No 9. Permanent water bars will be installed at specific intervals as described in the BMP handbook. (Sec. IV, pgs. 31-35 and Sec. VIII, pgs. 49-50). Explain alternative:

Yes No 10. Stream crossings for Haul and Skid roads shall be avoided when possible. (Sec. VI, pgs. 37-45).

- Streams should be crossed at right angles (90°). Divert water from road prior to the crossing with a water diversion device or break in grade.
- Portable bridges will be used when practical, and culverts used when necessary.
- Streams to be forded shall have banks and stream bottom armored.
- All stream crossings shall be restored.

Explain alternative:

Yes No 11. Logging slash greater than 6" diameter shall be removed from the channel of perennial streams as identified on U.S.G.S. 7.5 minute quadrangles. Slash shall be pulled back from channel and bank. (Sec. VII, pg. 47). Explain alternative:

Yes No 12. Harvest (sale) closeout procedures shall be completed. (Sec. VIII, pgs. 49-57). Water bars will be built on skid trails and haul roads that will not have vehicular traffic. The following areas will be seeded and mulched using the liming, fertilization, seeding, and mulching guidelines found in the BMP handbook: landings, roads within filter strips, stream crossings, haul roads, and skid trails. Indicate the seed mixture that will be used:

Yes No 13. All trash, such as used oil filters, equipment, parts, and other items will be removed from the harvest site. (Sec. II, pg. 7). Explain alternative:

E. Signatures of Responsible Parties

I am aware of the erosion control requirements of Ohio's Forestry Pollution Abatement Rules and Standards. I agree to conduct all logging activities on this site in a manner that will reduce the potential for damage to waters of the state and maintain compliance with all state laws. I grant ODNR and SWCD staff permission to ingress and egress on the land subject to this plan.

Landowner Signature: [Signature] 5-15-2019
(Date)

Logger Signature: [Signature] 5-15-2019
(Date)

Forester Signature: _____
(Date)

Date that the Timber Harvest Plan was received by the SWCD or ODNR: _____

Review & Approval:

Form reviewed by: _____
(SWCD or ODNR Representative) (Date)

Site review conducted by the staff from _____ SWCD _____ ODNR _____ Other

Site reviewed by: _____
(SWCD or ODNR Representative) (Date)

If applicable, the Timber Harvest Plan was reviewed at the _____ meeting of the _____ SWCD Board of Supervisors.
(Date)

_____ Approved

_____ Disapproved for the following reason(s): _____

Signed: _____
Chair, SWCD Board of Supervisors, or ODNR (Date)



Ohio Department of Natural Resources

MIKE DEWINE, GOVERNOR

MARY MERTZ, DIRECTOR

July 10, 2019

Cameron Bushong, Service Forester
Ohio Department of Natural Resources, Division of Forestry
740-274-4934
29371 Wheelabout Road
McArthur, OH 4565

Greg Patton
6870 Luhrig Road
Athens, OH 45701

Greg,

I went out to the timber sale areas on Tuesday, July 9 to look at the completed harvest. Below is a summary of my observations and recommendations for finalizing the harvest.

Included with this letter you will find a tally of trees damaged during the timber sale that were not marked for sale. The tally includes four black walnuts from Cutting Section 4. The rest of the trees tallied are in Cutting Section 3. The volume (board feet Doyle) of damaged trees exceeded 15% of the marked volume in Cutting Section 3, indicating a pattern of carelessness. Most of the damage was caused by skidding, and much of it was entirely avoidable. Moreover, with the wounds on trees being so close to the groundline and the exceptional amount of moisture that has persisted in the soil for over a year, the wounds will be quickly colonized by decaying fungi. There were additional damage trees in Cutting Sections 1 and 2, maybe 4-8 total, but they are not included on the damage tally.

Cutting Section 1:

The 7.2-acre clearcut turned out as intended, for the most part. In the ravines throughout the entire section, there are numerous maple, beech and buckeye saplings and poletimber larger than 1" DBH that were not cut or felled. You need to cut all maple, beech and buckeye larger than 1" DBH throughout the series of ravines as soon as you can. Where the timber that was designated for sale was not cut, you should cut all maple, beech and buckeye larger than 1" DBH. Preferably before spring 2020.

The BMPs in this section are adequate. There are a couple of areas where additional water bars could be installed. Namely, on the first spur ridge to the east of your western property line.

Cutting Section 2:

The 2.9-acre clearcut turned out as intended, for the most part. There was one large clump of hickories I marked with blue slashes within the clearcut that need to be felled. The loggers didn't cut the timber on the steep bank leading to Vore Ridge Road because the telephone line runs through there. Where the timber that was designated for sale was not cut, you should cut all maple, beech and buckeye larger than 1" DBH.

Between the clearcut and Vore Ridge, there are numerous sprouts of bush honeysuckle, privet, autumn-olive and burning bush. You absolutely need to deaden all stems of these invasive plants as soon as possible. Otherwise, they will spread into the clearcuts and impact acceptable regeneration.

The log landing was seeded and mulched, but almost none of the seed has germinated. If the seed doesn't take, it is prudent to reseed (preferably not with fescue), lime and fertilize following the recommendations provided on pages 51-57 of the copy of Ohio Bulletin 916 I provided you. The water bars just east of the log landing need

improved, seeded and mulched. These water bars need to be constructed so that they can withstand the significant amount of water draining from the log landing. Where the main haul road crossed the ravine from Cutting Section 2 into Cutting Section 3, the woody debris and soil were removed, and the crossing was seeded and mulched. However, just to the north of that crossing, equipment working in the ravine filled the drainage way with soil. That soil should be removed.

Cutting Section 3:

As we've discussed, this was the most disappointing cutting section due to the excessive damage on the residual trees; your future timber trees! I expect the damage trees along the haul road to eventually die. I think most of the other damage trees will continue to survive; however, they're future value is significantly diminished, and they are now much more susceptible to disease, fungi and insect attack. The damage trees along the haul road could be cut and sold if it is feasible for you, but the rest of the damage trees are needed to maintain a fully stocked stand. All that being said, the stand can be expected to increase in volume and value for at least another fifteen years.

It is of utmost importance that you go through all of Cutting Section 3 and cut all of the buckeye, beech, red maple 1-inch DBH and larger, and sugar maple 10 inches DBH or smaller. Some of these trees were designated for sale but were not cut during the harvest. There are also at least three sizeable cull trees designated for sale – one each of white oak, red oak and scarlet oak – that were not cut. These trees can be retained and carried through to the final harvest. All other trees that were designated for sale but not cut should be retained.

The BMPs in Cutting Section 3 are not ideal. Where the main haul road comes down the steep ridge and crosses the ravine your property corners in, there are going to be erosion issues. I'm not sure you can fix this without a piece of equipment. You can dig additional water bars and make sure the water bars that are there have a clear outlet off of the road. This entire section should be seeded, limed, fertilized and mulched because it is a critical area. Numerous trees and tree tops were knocked into the ravines and not pulled out. Again, I'm not sure you can safely fix this issue without a piece of equipment.

Cutting Section 4:

This cutting section turned out as intended, with the exception to the four damaged walnuts. You should consider marketing the damaged walnuts or cutting and selling them yourself. They are not going to have any value at the time of the next timber harvest. They aren't especially big trees, but they would have had significant value in the next 10-15 years.

I flagged several stems of privet and bush honeysuckle throughout the sale area. You absolutely need to deaden all stems of these invasive plants as soon as possible. Otherwise, they will spread and impact acceptable regeneration. There are also numerous grapevines that have not been cut. You should cut every grapevine growing in walnut, oak, cherry or hickory.

I marked several trees with blue slashes that should be cut. The walnuts I marked are small enough that if cut with a flush stump less than 12" above the groundline, they should resprout with better quality stems. There are additional trees to cut that were not marked. Focus on cutting trees where there are openings in the canopy created by the harvest to achieve the best possible regeneration you can. I also recommend cutting the tree tops from felled trees, so they are flush with the ground and not 8-10 feet in the air. This will help them decay faster.

Please let me know if you have any questions about anything discussed above. Please keep this letter with your management plan as an addendum to the plan. Although we hoped the harvest would have been better in certain spots, it is still better than 90% of the harvests I see on private land. You have some significant work to do to finish the harvest, but it's achievable. And how about that Snyder's point!?

Your State Service Forester,
Cameron Bushong



THE PLAINS SERVICE CENTER
 69 S PLAINS ROAD
 THE PLAINS, OH 45780
 (740) 797-9686

Conservation Plan

GREGORY PATTON
 6870 LUHRIG RD
 ATHENS, OH 45701

Associated Ag Land

Tract: 11513

Conservation cover for pollinators and beneficial insects (E327A)

The participant will implement 327-Conservation Cover to meet the NRCS practice standard for the duration of the contract (see eFOTG Section IV for practice standards). In addition the participant will adopt additional criteria by implementing and maintaining all of the criteria specified in the Conservation Stewardship Program Job Sheet, E327A.

-- indicates no data is available

Field	Planned Amount	Month	Year	Applied Amount	Date
4	0.4 ac	06	2022	--	--
Total:	3.4 ac	--	--	--	--

Existing Activity Payment-Land Use (E300EAP1)

The CSP participant will receive an existing activity payment (EAP) for managing and maintaining the level of stewardship documented at the time of enrollment. The payment is based on the acres of land in each eligible land use included in the operation times the land use specific payment rate.

-- indicates no data is available

Field	Planned Amount	Month	Year	Applied Amount	Date
4	3.4 ac	09	2020	--	--
4	3.4 ac	09	2021	--	--
4	3.4 ac	09	2022	--	--
4	3.4 ac	09	2023	--	--
4	3.4 ac	09	2024	--	--
Total:	3.4 ac	--	--	--	--

Forest

Tract: 11513

Existing Activity Payment-Land Use (E300EAP1)

The CSP participant will receive an existing activity payment (EAP) for managing and maintaining the level of stewardship documented at the time of enrollment. The payment is based on the acres of land in each eligible land use included in the operation times the land use specific payment rate.

-- indicates no data is available

Field	Planned Amount	Month	Year	Applied Amount	Date
W1	66.9 ac	09	2020	--	--
W2	11.0 ac	09	2020	--	--
W3	22.2 ac	09	2020	--	--
W1	66.9 ac	09	2021	--	--
W2	11.0 ac	09	2021	--	--
W3	22.2 ac	09	2021	--	--
W1	66.9 ac	09	2022	--	--
W2	11.0 ac	09	2022	--	--
W3	22.2 ac	09	2022	--	--
W1	66.9 ac	09	2023	--	--
W2	11.0 ac	09	2023	--	--
W3	22.2 ac	09	2023	--	--
W1	66.9 ac	09	2024	--	--
W2	11.0 ac	09	2024	--	--
W3	22.2 ac	09	2024	--	--
Total:	100.1 ac	--	--	--	--

Existing Activity Payment-Resource Concern (E300EAP2)

The CSP participant will receive an existing activity payment (EAP) for managing and maintaining the level of stewardship documented at the time of enrollment. The payment is based on the number of resource concerns met at the time of application times the resource concern rate.

-- indicates no data is available

Field	Planned Amount	Month	Year	Applied Amount	Date
W1	9.00 no	09	2020	--	--
W1	9.00 no	09	2021	--	--
W1	9.00 no	09	2022	--	--
W1	9.00 no	09	2023	--	--
W1	9.00 no	09	2024	--	--
Total:	45.00 no	--	--	--	--

Reduce forest stand density to create open stand structure (E666F)

The participant will implement 666-Forest Stand Improvement to meet the NRCS practice standard for the duration of the contract (see eFOTG Section IV for practice standards). In addition the participant will adopt additional criteria by implementing and maintaining all of the criteria specified in the Conservation Stewardship Program Job Sheet, E666F.

-- indicates no data is available

Field	Planned Amount	Month	Year	Applied Amount	Date
W3	7.0 ac	06	2021	--	--
Total:	22.2 ac	--	--	--	--

PUBLIC BURDEN STATEMENT

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collections is 0578-0013. The time required to complete this information collection is estimated to average 45/0.75 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection information.

PRIVACY ACT

The above statements are made in accordance with the Privacy Act of 1974 (5 U.S.C 522a). Furnishing this information is voluntary; however failure to furnish correct, complete information will result in the withholding or withdrawal of such technical or financial assistance. The information may be furnished to other USDA agencies, the Internal Revenue Service, the Department of Justice, or other state or federal law enforcement agencies, or in response to orders of a court, magistrate, or administrative tribunal.

USDA NON-DISCRIMINATION STATEMENT

The U.S. Department of Agriculture (USDA) prohibits discrimination against its customers. If you believe you experienced discrimination when obtaining services from USDA, participating in a USDA program, or participating in a program that receives financial assistance from USDA, you may file a complaint with USDA. Information about how to file a discrimination complaint is available from the Office of the Assistant Secretary for Civil Rights. USDA prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex (including gender identity and expression), marital status, familial status, parental status, religion, sexual orientation, political beliefs, genetic information, reprisal, or because all or part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) To file a complaint of discrimination, complete, sign, and mail a program discrimination complaint form, available at any USDA office location or online at www.ascr.usda.gov, or write to:

USDA Office of the Assistant Secretary for Civil Rights

1400 Independence Avenue, SW.

Washington, DC 20250-9410

Or call toll free at (866) 632-9992 (voice) to obtain additional information, the appropriate office or to request documents.

Individuals who are deaf, hard of hearing, or have speech disabilities may contact USDA through the Federal Relay service at (800) 877-8339 or (800) 845-6136 (in Spanish). USDA is an equal opportunity provider, employer, and lender. Persons with disabilities who require alternative means for communication of program information (e.g., Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD).

CONSERVATION PROGRAM CONTRACT

Participant: GREGORY PATTON	Program and Contract Number: CSP 2018 815E34202Q6
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6. NRCS APPROVING OFFICIALS

Application Approval JOSEPH WEBER USDA electronic signature; manual signature not required. Date: 7/13/2020	Contract Obligation Date:
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PRIVACY ACT STATEMENT

The following statements are made in accordance with the Privacy Act of 1974 (5 U.S.C 522a). Furnishing this information is voluntary; however failure to furnish correct, complete information will result in the withholding or withdrawal of such technical or financial assistance. The information may be furnished to other USDA agencies, the Internal Revenue Service, the Department of Justice, or other state or federal law enforcement agencies, or in response to orders of a court, magistrate, or administrative tribunal. This information collection is exempted from the Paperwork Reduction Act under 16 U.S.C. 3801 note and 16 U.S.C. 3846.

NON-DISCRIMINATION STATEMENT

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint](#) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov

USDA is an equal opportunity provider, employer, and lender.

U.S. DEPARTMENT OF AGRICULTURE
Natural Resources Conservation Service (NRCS)

APPENDIX TO FORM NRCS-CPA-1202, "CONSERVATION PROGRAM CONTRACT"

General Contract Provisions

1. DEFINITIONS

The following definitions are applicable to the Conservation Program Contract (CPC) entered into under the program identified in the program-specific section of this appendix. All other words and phrases, unless the context of subject matter otherwise requires, shall have the meanings assigned to them in the regulations governing the applicable program.

1. **Contract or CPC.**—The program documents, including Form NRCS-CPA-1202, "Conservation Program Contract"; the Appendix to Form NRCS-CPA-1202; Form NRCS-CPA-1155, "Conservation Plan or Schedule of Operations"; Form NRCS-CPA-1156, "Revision of Plan/Schedule of Operations or Modification of Contract"; and Form NRCS-CPA-152, "CPC Transfer Agreement." The contract sets forth the terms and conditions for program participation for the programs identified in this Appendix.
2. **The Natural Resources Conservation Service (NRCS).**—An agency of the U.S. Department of Agriculture (USDA). NRCS is administering this contract on behalf of the Commodity Credit Corporation (CCC). Therefore, where this contract refers to "CCC," NRCS may act on its behalf for the purposes of administering this contract.
3. **Participant.**—A person, legal entity, joint operation, Indian Tribe that is a producer, or other eligible party who has applied for participation in the program, has been selected as eligible for participation, and who has entered into this contract as responsible for implementing its terms and conditions. Any participant that will receive any share of a payment made for the implementation of this contract must be a signatory on the contract and eligible for such payment. Any participant on the contract may approve payment applications for the contract unless signatory is specifically not granted or assigned on the contract Forms NRCS-CPA-1202 or NRCS-CPA-152.

2. ELIGIBILITY REQUIREMENTS

- A. The participant must, upon request, provide evidence to NRCS demonstrating that such participant controls the land during the contract period. By signing this contract, the participant certifies that such participant will control the land subject to the contract for the contract period.
- B. Land otherwise eligible for the applicable program shall not be eligible, except as agreed otherwise, in writing, by NRCS, if the land is subject to a deed or other restriction prohibiting the production of agricultural commodities or where a benefit has or will be obtained from a Federal agency in return for the participant's agreement not to produce such commodities on the land during the same time as the land would be enrolled in the program. By offering land for enrollment, the participant certifies as a condition for payment that no such restrictions apply to the subject land.
- C. The participant shall not be eligible for payments for implementation of conservation practices or activities that the participant is required to implement to address noncompliance with 7 CFR Part 12. Contract payment will not be delayed for conservation practices or activities completed while in noncompliance with 7 CFR Part 12 or for the purpose of circumventing the payment eligibility requirements set forth in 7 CFR Part 12.

U.S. DEPARTMENT OF AGRICULTURE
Natural Resources Conservation Service (NRCS)

APPENDIX TO FORM NRCS-CPA-1202, "CONSERVATION PROGRAM CONTRACT"

3. AGREEMENT

A. The participant agrees to—

1. Enroll eligible land into the program for the period of time as specified on Form NRCS-CPA-1202 beginning on the date this contract is executed by NRCS;
2. Comply with the terms and conditions of this contract;
3. Establish, maintain, and replace, as specified in this contract, the conservation practices or activities agreed to in Form NRCS-CPA-1155 and, if applicable, Form NRCS-CPA-1156, including completion of a conservation practice or activity within the first 12 months of the contract. NRCS may extend the timeframe for completion if NRCS determines that the participant is unable to complete the conservation practice or activity for reasons beyond their control;
4. Obtain the authorities, permits, easements, or other approvals necessary for the implementation, operation, and maintenance of the conservation practices or activities in accordance with applicable laws and regulations;
5. Discontinue implementation and notify NRCS immediately if during the construction of any conservation practice or activity a previously unknown, unexpected, or unidentified endangered species, archeological, cultural, or historical site is encountered or the prescribed conditions for mitigation purposes have changed;
6. Not undertake any action on land under the participant's control which tends to defeat the purposes of this contract, as determined by NRCS;
7. Not start any financially assisted conservation practice or activity before this contract is executed by NRCS, unless NRCS approves a waiver;
8. Complete and file Form CCC-901, "Member's Information," or its equivalent, if the participant represents a business classified as a legal entity or joint operation by the USDA under 7 CFR Part 1400 and maintain updated information with the Farm Service Agency as provided in 7 CFR Part 1400;
9. File forms required by NRCS for applicable payment limitation determinations.
10. File forms required by NRCS for adjusted gross income (AGI) determinations;
11. Provide to NRCS, upon request, written concurrence from the landowner that identifies the participant has authority to install structural or vegetative conservation practices or activities;
12. File Form NRCS-CPA-1245, "Practice Approval and Payment Application," or similar NRCS-approved form, upon completion of a contracted conservation practice or activity, in order to receive payment;
13. Retain all records, including receipts, as proof of completion and payments, and other documents related to this contract for a period of three (3) full years after completion of the terms of this contract, and give to the NRCS, the USDA Office of Inspector General and the Comptroller General of the United States, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to this contract; and

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14. Allow access to the land under contract to the NRCS, or its representative, for monitoring progress on this contract. NRCS shall provide reasonable notification to the participant prior to entering the land under contract.

B. NRCS agrees, subject to the availability of funds, to—

1. Approve payment to the participant for completing an eligible conservation practice or activity as scheduled in Forms NRCS-CPA-1155 or NRCS-CPA-1156, if applicable, as described herein.
2. Approve payments based on the actual extent of the conservation practice or activity implemented. NRCS will approve payments based on the payment rate agreed to in Forms NRCS-CPA-1155 or NRCS-CPA-1156. NRCS will only approve payments for conservation practices or activities the participant completes within the contract period of performance and that meet or exceed the requirements described in the NRCS standards and specifications, designs, job sheets or guide sheets;
3. Approve payments submitted on Form NRCS-CPA-1245, or similar NRCS-approved form, based upon the shares to which the parties have agreed as set forth on Form NRCS-CPA-1202.

4. PERIOD OF PERFORMANCE

This contract is effective when signed by the participant and executed by an authorized representative of NRCS. The contract term begins on the date NRCS executes the contract as indicated on the Forms NRCS-CPA-1202 or NRCS-CPA-152 and shall not exceed the maximum length authorized for the program. All required participants must sign this contract within the timeframe established by NRCS. In the event that a statute is enacted during the period of this contract which would materially change the terms and conditions of this contract, the NRCS may require the participant to either modify this contract consistent with the provisions of such statute or agree to contract termination.

5. CONTRACT CORRECTION, MODIFICATION, AND TRANSFER

- A. Contract Correction.—NRCS reserves the right to correct all errors in entering data or the results of computations in this contract. If the participant does not agree to such corrections, NRCS shall terminate the contract.
- B. Contract Modification.—NRCS and the participant may agree to modify this contract upon determination and approval of NRCS that the modification is consistent with the purposes of the program and is in the public interest. Any participant on the contract may approve modifications for the contract on behalf of all participants unless such signature authority is specifically denied on Form NRCS-CPA-1202.
- C. Contract Transfer:
 1. The participant must provide written notice to NRCS within 60 days of any voluntary or involuntary loss of control of any acreage under the contract, including changes in a participant's ownership structure or corporate form. NRCS will terminate the contract, if timely notice is not provided, if an eligible producer is not identified in the notice, or if the new producer is not approved by NRCS to accept the terms and conditions of the contract.

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2. NRCS may approve a transfer of the contract if the new producer meets the program eligibility requirements within a reasonable time frame as determined by NRCS, the new producer agrees to assume the rights and responsibilities for the acreage under the contract, and NRCS determines that the purposes of the program will continue to be met.
3. Until NRCS approves the transfer of contract rights, a new producer is not a participant and may not receive payment for conservation practices or activities commenced prior to approval of the contract transfer.

6. CONTRACT VIOLATION AND TERMINATION

- A. If a participant fails to carry out the terms and conditions of this contract NRCS may terminate this contract. NRCS may require the participant to refund payments received under this contract, or if not terminated, require the participant to accept such adjustments in subsequent payments as are determined to be appropriate by NRCS.
- B. The NRCS may terminate this contract, in whole or in part, without liability, if NRCS determines that continued operation of this contract will result in the violation of a statute or regulation, or if NRCS determines that termination would be in the public interest.
- C. NRCS and the participant may agree to terminate this contract if NRCS determines that the termination is in the public interest.
- D. NRCS may determine that a participant is not in violation of the contract for failure to comply with the contract if the circumstances for failing to comply were beyond the control of the participant, including a disaster or related condition, as determined by the NRCS.
- E. The contract terminates upon death of the participant unless the estate or other successor of the deceased participant, as determined by NRCS, assumes responsibility for the contract and meets applicable eligibility requirements. NRCS may transfer the contract to the estate or deceased participant successor by completing Form NRCS-CPA-152. The transfer agreement is not in effect until approved by NRCS. Payment will be in accordance with guidance provided in applicable provisions of 7 CFR Parts 707 and 1400 as determined by NRCS.

7. PAYMENT COLLECTION AND RECOVERY OF COST

- A. Collection of amounts due from a participant for contract violation, improper payment, or any other reason will follow procedures of 7 CFR Part 1403. NRCS will notify the participant and provide the reason for the collection and the amount owed. Unpaid debts accrue interest due to the NRCS beginning 30 days after the billing date at the current value of funds rate published in the Federal Register by the United States Department of Treasury.
- B. In the event a participant violates the terms of this contract, the participant voluntarily terminates this contract before any contractual payments have been made, or this contract is terminated with cause by NRCS, NRCS will incur substantial costs in administering this contract which may not be possible to quantify with certainty. The participant agrees to pay, at the time of termination, liquidated damages in an amount equal to 10 percent of the total financial assistance obligated to the participant in this contract. The liquidated damage payment is for recovery of administrative costs and technical services and is not a penalty.

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8. OPERATION AND MAINTENANCE OF CONSERVATION PRACTICES OR ACTIVITIES (O&M AGREEMENT)

The participant agrees to operate and maintain (O&M) all conservation practices or activities included within this contract. The participant's O&M responsibilities begin when they complete the conservation practice or activity, as determined by NRCS, and shall continue through the end of the practice or activity lifespan. Failure to carry out O&M may result in NRCS terminating this contract.

9. PROVISIONS RELATING TO TENANTS AND LANDLORDS

No payment will be approved for the current year if NRCS determines that any of the following conditions exist:

1. The landlord or operator has not given the tenants that have an interest in the agricultural operation covered by the contract, or that have a lease that runs through the contract term at the time of sign-up, an opportunity to participate in the benefits of the program.
2. The landlord or operator has adopted any other scheme or device for the purpose of depriving any tenant of any benefits to which such tenant would otherwise be entitled. If any such conditions occur or are discovered after payments have been made, all or any part of the payments, as determined by NRCS, must be refunded and no further payments shall be made.

10. MISREPRESENTATION AND SCHEME OR DEVICE

A participant who is determined to have erroneously represented any fact affecting a determination with respect to this contract and the regulations applicable to this contract, adopted any scheme or device which tends to defeat the purposes of this contract, or made any fraudulent representation with respect to this contract, will not be entitled to payments or any other benefits made under this contract. The participant must refund to NRCS all payments received plus interest. In addition, NRCS may terminate the participant's interest in all conservation program contracts. The provisions of this paragraph of the Appendix shall be applicable in addition to any other criminal and civil fraud statutes.

11. RIGHTS TO APPEAL AND REQUEST EQUITABLE RELIEF

- A. The participant may appeal an adverse decision under this contract in accordance with the appeal procedures set forth at 7 CFR Part 11, Subpart A, and Part 614. Pending the resolution of an appeal, no payments shall be made under this contract. Before a participant seeks judicial review, the participant must exhaust all appeal rights granted within these regulations.
- B. The participant may also request equitable relief as provided under 7 U.S.C. 7996 and 7 CFR Part 635.

12. DRUG-FREE WORKPLACE (2 CFR Part 182 and 2 CFR Part 421)

By signing this contract, the participant certifies that the participant will comply with the requirements of 2 CFR Part 182 and 2 CFR Part 421. If it is later determined that the participant knowingly rendered a false certification, or otherwise violated the requirements of the Drug-Free

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Workplace Act, NRCS, in addition to any other remedies available to NRCS under this contract or in general to the United States, may take action authorized under the Drug-Free Workplace Act.

**Environmental Quality Incentive Program (EQIP) Provisions which includes
EQIP contracts enrolled under the Regional Conservation Partnership
Program (RCPP-EQIP)**

1. GENERAL TERMS

- A. The regulations in 7 CFR Part 1466 and any other applicable regulations are incorporated, by reference, herein. In the event of a conflict between these regulations and the terms of this Appendix, the provisions of the regulations will prevail.
- B. In addition to the documents identified in the general provisions, the contract also incorporates the following documents, to which the participant is bound:
 - Conservation Plan and Plan Maps
 - Operation and Maintenance Plans, as applicable
- C. Definitions.—Refer to 7 CFR Part 1466 for definitions of "Water Management Entity," "Indian Tribe," and, "Historically Underserved Producer" and the component definitions therein, of "Beginning Farmer or Rancher," "Socially Disadvantaged Farmer or Rancher," "Limited Resource Farmer or Rancher," and "Veteran Farmer or Rancher."

2. PROGRAM ELIGIBILITY REQUIREMENTS

- A. Participants must be the operator, owner, or other tenant of an agricultural and/or nonindustrial private forestland (NIPF) operation in the Farm Service Agency (FSA) farm records management system and have effective control of the land for the EQIP contract period.
- B. Participants must demonstrate to the satisfaction of NRCS that they are engaged in agricultural production or forestry management or have an interest in the agricultural or forestry operation associated with the land offered for an EQIP contract.
- C. Participants must be in compliance with the highly erodible land and wetland conservation provisions found in 7 CFR Part 12.
- D. Participants must comply with adjusted gross income (AGI) provisions found at 7 CFR Part 1400 or have an approved AGI waiver prior to contract approval.
- E. Participants must supply information, as required by NRCS, to determine eligibility for EQIP.
- F. Participants who are eligible for EQIP and self-certify as meeting the requirements of any of the historically underserved (HU) designations are eligible for an increased payment rate and advance payments.
 1. Increased Payment Rate.—HU participants must be awarded the applicable payment rate plus an additional rate that is not less than 25 percent above the applicable rate not to exceed 90 percent of the estimated incurred costs, as documented in an approved payment schedule.

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2. **Advance Payments.**—HU participants may elect to receive advance payments for a portion of the anticipated costs associated with purchasing materials or contracting services to implement a conservation practice.

G. The participant shall not be eligible for contract payments for the following:

1. Irrigation practices implemented for the purpose of water conservation or activities on land that does not meet applicable program irrigation history requirements, unless a drought or conservation practice exception applies, or a waiver is granted by NRCS.
2. Conservation practices or activities other than the NRCS-approved conservation practices or activities.

3. AGREEMENT

- A. At least one conservation practice must be scheduled for completion within the first 12 months of the contract. NRCS may extend this timeframe if the participant is unable to complete the conservation practice for reasons beyond the participant's control.
- B. Participant accepts applicable program contract and payment limits as found in 7 CFR Part 1466 for EQIP and this Appendix.
 1. A person or legal entity may not receive, directly or indirectly, payments that in the aggregate exceed \$450,000 for all EQIP contracts entered into during the period of December 20, 2018 through September 30, 2023 (i.e., the years of the 2018 Farm Bill).
 - a. Water management entities may be eligible for a payment limitation waiver not to exceed \$900,000.
 - b. Payments for conservation practices related to organic production under the National Organic Initiative may not exceed a \$140,000 payment limit.
 - c. Contracts with Indian Tribes or Alaska Native Corporations are not subject to payment limits.
 2. Contract limit is the maximum payment amount allowed under a single contract.
 - a. Each EQIP contract with a person or legal entity will be limited to \$450,000.
 - b. EQIP contracts with joint operations (general partnerships or joint ventures), group projects, or water management entities, may have a contract limit of up to \$900,000 with an approved contract limitation waiver.
 - c. The contract limitation will not increase due to the change in business type for contract transfers from a person or legal entity to a joint operation,
 - d. Indian Tribes or Alaska Native Corporations are not subject to contracts limits.
- C. If an EQIP schedule of operations includes an animal waste storage or treatment facility on an animal feeding operation (AFO), the participant agrees to develop an NRCS-approved comprehensive nutrient management plan (CNMP) prior to implementation of any waste storage or treatment facility or associated nutrient management activities, the CNMP will account for resource concerns and conservation practices and activities planned for an AFO associated with storing, treating, land applying, or handling (transferring) of animal waste or organic byproducts, such as animal carcasses.
- D. If an EQIP schedule of operations includes forest-related conservation practices or activities on forest land, the participant agrees to implement conservation practices and activities consistent with an approved forest management plan.

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- E. If an EQIP contract is funded under the EQIP Organic Initiative (16 U.S.C. 3839aa-2(i)), the participant agrees to develop and implement conservation practices that are consistent with an organic system plan.
- F. Participant agrees to not engage the services of a certified technical service provider (TSP) before this contract is executed by NRCS, if payment for TSP services is desired.

4. PAYMENT

- A. NRCS makes EQIP financial assistance payments to producers upon completion of conservation practices and activities, as described in program contracts, and according to NRCS specifications and conservation plans.
- B. In order to be reimbursed for technical services approved under this agreement and performed by a certified TSP hired by the Participant, the Participant must submit invoices from the certified TSP for the work performed and any other documentation needed for NRCS to determine the technical services were completed in accordance with NRCS requirements. The Participant is responsible for ensuring that the TSP services meet program requirements. NRCS will not reimburse the Participant if the technical services provided by the TSP do not meet program requirements. NRCS may seek repayment of any TSP payments made to the Participant if NRCS terminates this Contract, as provided under paragraphs 6 and 7 of this Appendix.
- C. HU participants may elect to receive advance payments of not less than 50 percent of the EQIP conservation practice payment amounts to purchase materials or contract services associated with practice implementation. The scheduled practice or activity for which an advance payment is requested must have an NRCS-approved practice design prior to issuance of the advance payment.
- D. If NRCS makes an advance payment to an HU participant, the participant must expend the advance payment within 90 days of receipt of the funds. If funds provided in advance are not expended during the 90-day period beginning on the date of receipt of the funds, the funds shall be returned within a reasonable timeframe as determined by NRCS. Failure to return funds within a reasonable timeframe will result in the participant being in violation of the terms of the contract, and the contract will be terminated.
- E. The conservation practices associated with advance payment must be completed as scheduled in the EQIP schedule of operations.
- F. Participants may assign payments, including advance payments, directly to vendors.
- G. This Contract is a financial assistance agreement, not a procurement contract. As such, it is not subject to 5 CFR Part 1315, Prompt Payment Act, and is governed by the terms set forth herein.

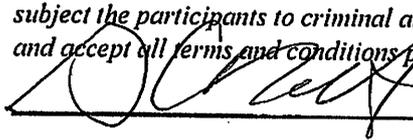
5. PERIOD OF PERFORMANCE

The contract period will last, at a minimum, from the date of obligation through the last scheduled conservation practice or activity (including any additional operation and maintenance necessary to achieve desired conservation benefits), not to exceed 10 years.

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By signing this document, you acknowledge and agree that all the information provided is true and accurate on your behalf. Any false certifications made by participants by signing this Appendix may subject the participants to criminal and civil fraud statutes. You further acknowledge that you have read and accept all terms and conditions provided in this Appendix.

 _____ Date 7.21.2020

NOTE: This information collection is exempted from the Paperwork Reduction Act. The provisions of appropriate criminal and civil fraud, privacy and confidentiality, and other statutes may be applicable to the information provided.

AGREEMENT

TO MANAGE FOREST LANDS TO RULES AND REGULATIONS OF THE CHIEF OF THE DIVISION OF FORESTRY, DEPARTMENT OF NATURAL RESOURCES, STATE OF OHIO, PURSUANT TO SECTION 5713.23, OHIO REVISED CODE.

In consideration of the tax benefits conferred hereby, I, the undersigned being the lawful owner, or his/her authorized representative, of the following described forest land

located in Athens County, Athens Township, Sections 28, 29, 34, & 35, Township 9 North, Range 14 West, Parcel Identification Number A040040005200 (93.6164 acres total, of which 87.0 acres are to be certified) and A040040005201 (0.0715 acres total, of which 0 acres are to be certified), for a total of 93.692 acres, of which 87.0 acres are to be certified, State of Ohio,

do hereby agree that:

1. I will protect the area from livestock.
2. To the best of my ability, I will protect the area from fires.
3. I will maintain the visibly marked property and boundary lines as required for certification.
4. I will follow the Forest Stewardship Management Plan prepared for this property.
5. When timber is being cut, I will use a master logger to complete the cut, file an operation and management plan with the local Soil and Water Conservation District and apply best management practices.
6. I will attend eight hours of forestry training, approved by the Chief, within five years of the certification of my forest land. I will retain records of this training for inspection by the Chief or designate. The records shall include notation of the date, place, sponsor and topic of such training.
7. I will comply with all laws, rules and regulations promulgated by the Chief of the Division of Forestry, which are used in the administration of Sections 5713.22 to 5713.26 of the Ohio Revised Code.

I do further declare that this area shall be devoted exclusively to forestry with a primary objective of timber production and may include its allied fields of maple syrup production, wildlife conservation, recreation, aesthetics, etc. where these do not interfere with the productiveness of the forest.

I understand the following:

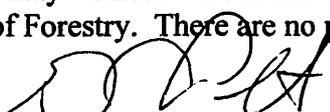
1. When certified forest land is divided or split into two or more ownerships, the certification is cancelled.
2. When ownership of certified forest land changes through sale, deed transfer, or any other means, the certification is cancelled.
3. A notice of violation may be issued for any of the following reasons: (1) The certified eligible tract, lot, or parcel, or portion thereof, is converted to a use which precludes or is inconsistent with management of the land for forest crop production of a merchantable forest product; (2) The owner fails to comply with the approved management plan for such tract, lot, or parcel at any time during the commitment period.

I understand that there is a non-refundable application fee of fifty dollars for the certification of this property.

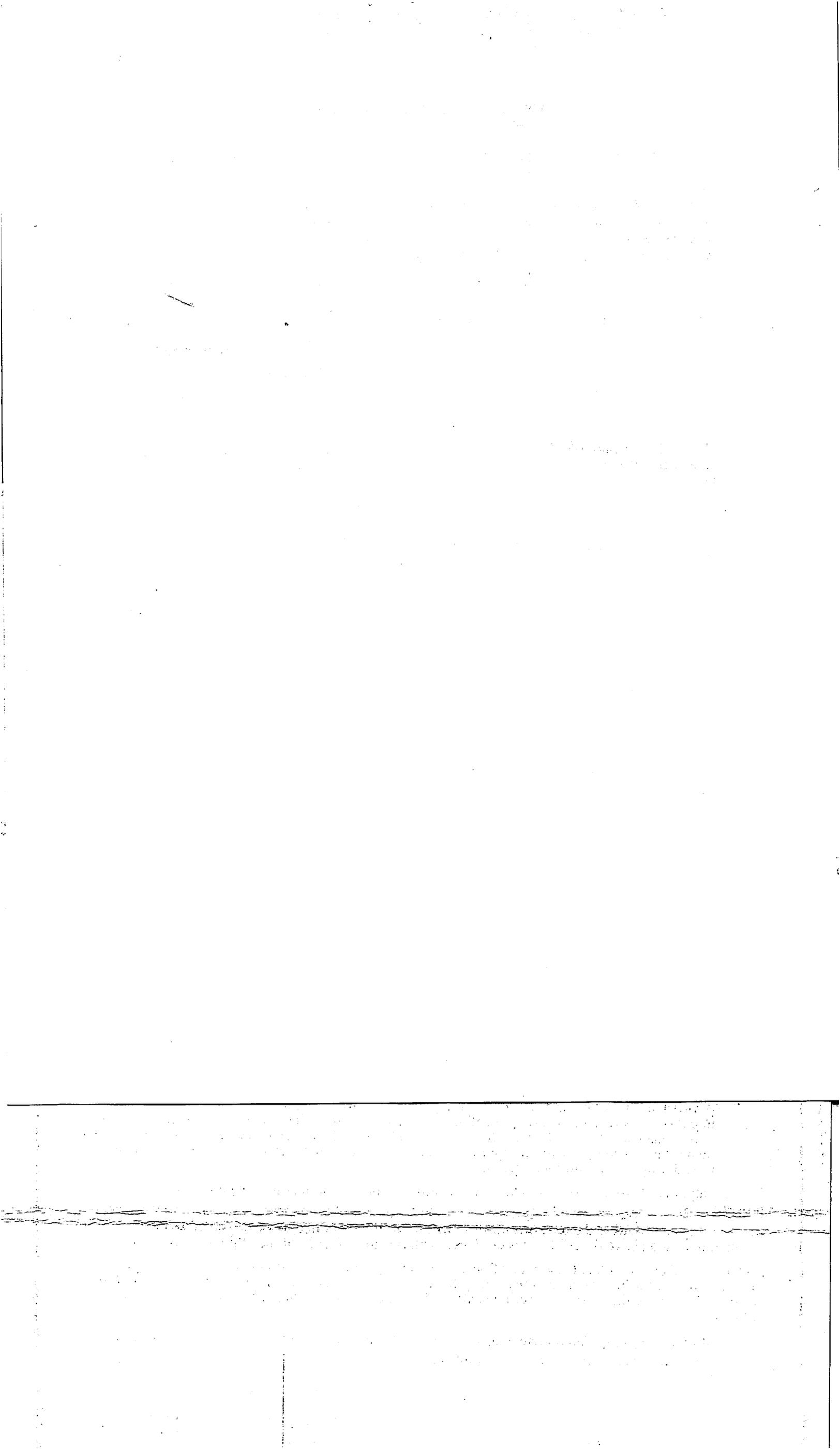
In observing and keeping the covenants above mentioned, I am entitled to a tax reduction of fifty percent on the forest land above described in accordance with Section 5713.23 of the Ohio Revised Code.

I understand that if I violate these regulations, the Chief of the Division of Forestry shall notify me of the violations. I further understand that I may have six months to correct these violations. My failure to correct them during the six-month period shall void this declaration. Thereafter, this tract shall be taxed at the full rate.

I may withdraw from this Agreement at any time by certifying my intention to the Chief of the Division of Forestry. There are no penalties for withdrawal.

 _____ Date 10/02/09
Signature & date Gregory A. Patten







Ohio Department of Natural Resources

TED STRICKLAND, GOVERNOR

SEAN D. LOGAN, DIRECTOR

Division of Forestry
David Lytle, Ph.D., Chief
2045 Morse Road, Building H-1
Columbus, Ohio 43229
Phone: (614) 265-6694 Fax (614) 447-9231
www.ohiodnr.com/forestry

October 8, 2009

Athens County Auditor
Courthouse Annex
15 South Court Street, Room 330
Athens, Ohio 45701

Dear Auditor:

Enclosed herewith find Certificate of Classification of Forest Lands #17108 in Athens County belonging to Gregory A. and Rebecca J. Patton, 43235 Leroy Circle, Leesburg, Virginia 20176, pursuant to Sections 5713.22 to 5713.26 of the Revised Code of Ohio.

Sincerely,

A handwritten signature in black ink, appearing to read "David Lytle".

David Lytle, Ph.D.
State Forester and Chief
Division of Forestry

DL/jg

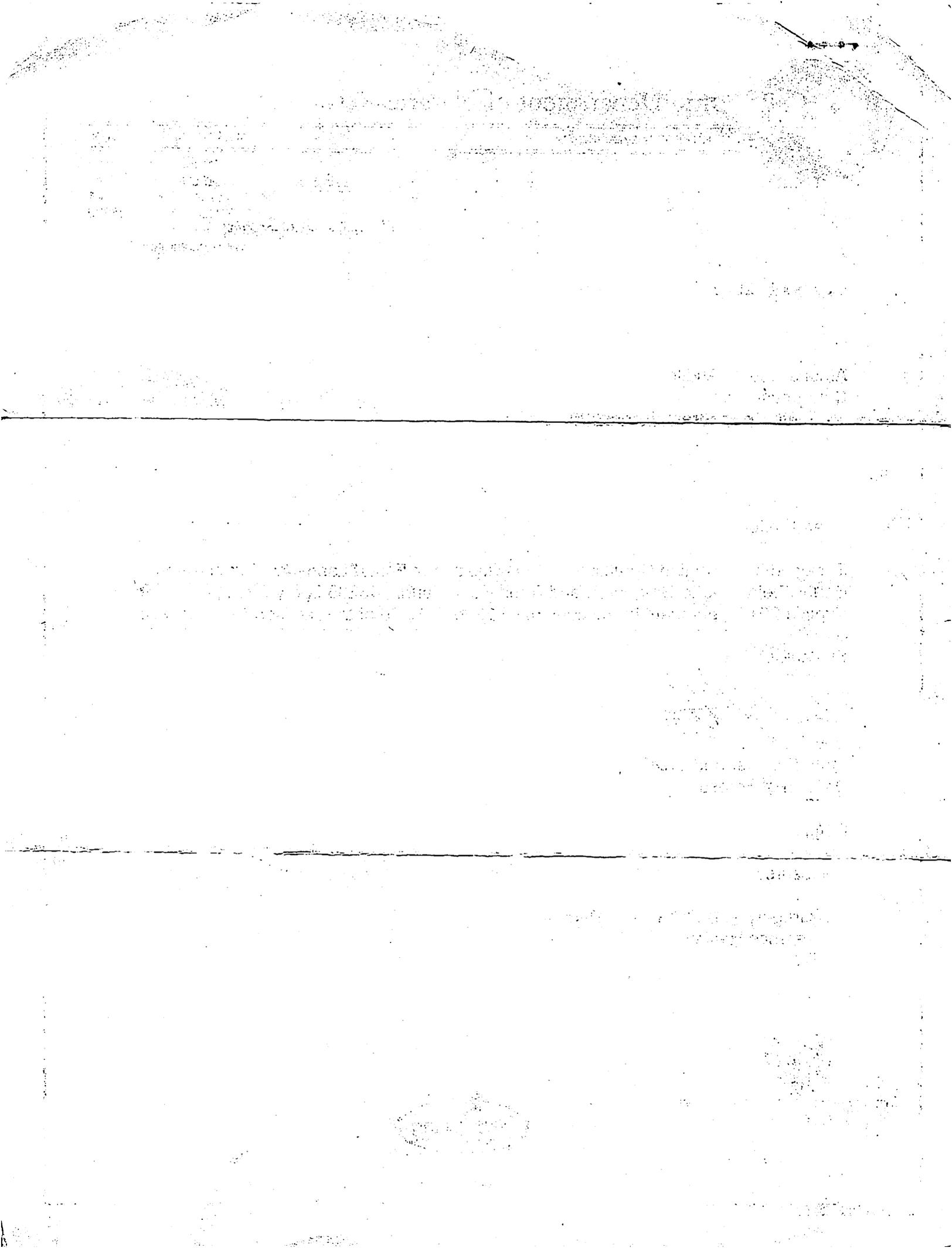
Enclosures

cc: Gregory A. & Rebecca J. Patton
Terence Hanley
file



ohiodnr.com





CERTIFICATE OF CLASSIFICATION OF FOREST LANDS

Number 17108 To: County Auditor of Athens County

Sections 5713.22 - .26 of the Ohio Revised Code

I hereby certify that Gregory A. and Rebecca J. Patton

of 43235 Leroy Circle, Leesburg, Virginia 20176

is (are) the owner(s) of 87.0 acres of forest land bounded and described as follows:

COUNTY ATHENS **TOWNSHIP** ATHENS

Being 87.0 acres of forest land situated in parcel A04-00400052-00,

Athens Township, Athens County, State of Ohio

RECEIVED

FEB 05 2021

Jill Thompson
Athens County Auditor

and that said land has qualified for classification as forest land under the provisions of Sections 5713.22-.26 of the Ohio Revised Code.

Dated this eighth day of October 20 09

Chief, Division of Forestry



