

# Red Cedar Drive Road Inspection

July 26, 2007

<u>miles from bottom of rd</u>	<u>picture #</u>	<u>comment</u>
0.3	1+2	pothole
0.6	3	crushed culvert on <sup>N</sup> side
0.8	4+5	shallow culvert on S side and road condition on North side
2.4 (from top) - across rd from house #6008	6+7	rd. material pushed over side of rd.

Steeper sections have some washboarding.  
Last recycled asphalt was placed ~ June 7  
Some loose material in the ditches. Most aggregate is on the road.  
One or two less steep sections with washboarding  
Denise will emphasize to operators that they are to avoid over-hanging limbs, put service vehicles in 4-wheel drive, avoid culverts at driveways, and drive at a reasonable speed.

Dave Taylor  
07/26/2007

DW  
7-26-07

Dyce Gayton  
Red Cedar Drive Road Association  
6108 Red Cedar Drive  
Bellvue, CO 80512

April 10, 2006

Denise White  
Colorado State Forest Service  
5060 Campus Delivery  
Fort Collins, CO 80523

Dear Denise White:

The Red Cedar Drive Road Association has reviewed and approved the terms submitted in your letter dated February 27, 2006 for the use of Red Cedar Drive to access the Lory State Park Forest Health and Fuels Reduction Project. So that I can inform other members of the association, please notify me one week in advance of the expected start of the project.

We appreciate the consideration shown by both Colorado State Parks and Colorado State Forest in negotiating the use of Red Cedar Drive.

Sincerely,

/s/ Dyce Gayton

Dyce Gayton  
President  
Red Cedar Drive Road Association

CC: Kathy Seiple



Fort Collins District  
5060 Campus Delivery  
Fort Collins, Colorado 80523-5060  
(970) 491-8660  
FAX: (970) 491-8645

February 27, 2006

Dyce Gayton  
Red Cedar Drive Road Association  
6108 Red Cedar Drive  
Bellvue, CO 80512

Dear Dyce:

I am writing in response to your November letter to Kathy Seiple and our recent conversation regarding the use of Red Cedar Drive. As discussed, the Colorado State Forest Service and Colorado State Parks will be using Red Cedar Drive to access the Lory State Park Forest Health and Fuels Reduction Project. Below are the agreed upon details and stipulations for the use of Red Cedar Drive.

1. The Project includes 67 acres of dwarf mistletoe removal and fuels reduction.
2. Specific activities to reach these goals include creating small clearcuts, thinning live trees, and removing some dead trees.
3. These activities will be completed by mostly mechanical mastication machinery and some chainsaw work.
4. Slash from these operations will be masticated and left in place.
5. Red Cedar Drive will be used by the business under contract with the State of Colorado (Contractor) specifically for the Lory State Park Forest Health and Fuels Reduction Project. This use will include one trip in and out by likely no more than three mechanical mastication machines and likely no more than two trips a day by machine operators and possibly a crew in a pickup type or service vehicle.
6. Use of Red Cedar Drive will also include daily trips by Colorado State Forest Service and Colorado State Parks employees in pickup type or four-wheel drive vehicles to monitor work progress.
7. Semis and trailers used to haul mastication machines will not be driven on Red Cedar Drive. All equipment will be stored on Lory State Park property.
8. The existing condition of Red Cedar Drive is adequate for this project.
9. The condition of Red Cedar Drive will be documented by a State employee and Dyce Gayton prior to use by the Contractor.
10. In exchange for use of the road, Colorado State Parks will give Red Cedar Drive Road Association \$1,000 worth of recycled asphalt.
11. Any damage to Red Cedar Drive by State employees or the Contractor will be repaired as soon as practical or necessary for travel.
12. The use of Red Cedar Drive will only be for State employees and the Contractor.

13. The use of Red Cedar Drive by the State for any future projects will be negotiated with Red Cedar Drive Road Association.

If you have any questions or concerns about these items, please call me as soon as possible at (970) 491-8348. Also please respond with a letter or email if you and the Red Cedar Drive Road Association agree with these details and stipulations.

Thank you for accommodating the State by approving this additional use of Red Cedar Drive and therefore assisting Lory State Park in attaining its goals for fuel reduction. I am certain the residents of Red Cedar Drive will be pleased by the outcome.

Sincerely,

Denise White  
Forester, Fort Collins District

cc: Jeffrey and Janet McClure

## LICENSE TO ENTER UPON LAND AND RELEASE OF LIABILITY

THIS LICENSE TO ENTER UPON LAND AND RELEASE OF LIABILITY is an agreement entered into by and between **Jeffrey and Janet McClure** (Licensor) and the Board of Governors of the Colorado State University System, acting by and through Colorado State University for the Colorado State Forest Service (hereinafter referred to as "CSFS").

WHEREAS, CSFS has requested access to and the right to enter upon the land described herein below (the "Property"), for the purposes described below that are related to the CSFS's mission; and

WHEREAS, Licensor is the owner of the Property, or of the current right to occupancy thereof, and has the right to grant a license to enter upon the Property for the purposes described herein, and desires to grant such right to CSFS upon the terms and conditions set forth in this Agreement;

NOW, therefore, in consideration of the mutual promises and covenants contained herein, receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows.

A. License Grant. The Licensor grants to CSFS, its employees and authorized volunteers, contractors and subcontractors, acting within the scope of their employment or contract (collectively, the "Licensees"), a non-exclusive, paid-up license to enter upon the Property during the term hereof, without prior notice, for the purposes described below. Licensor may revoke such license at any time by written notice to CSFS in accordance with the Notice provisions herein. Said license is subject to the following terms and conditions:

1. Description of Property. This License concerns the following Property: **Larimer County parcel numbers 07110-00-043 and 07111-00-033. Also identified as 111.4 acres in the SE $\frac{1}{4}$  of the NW $\frac{1}{4}$ , the SW $\frac{1}{4}$  of the NE $\frac{1}{4}$ , the NW $\frac{1}{4}$  of the SE $\frac{1}{4}$ , and the NE $\frac{1}{4}$  of the SW $\frac{1}{4}$ , Section 11, Township 7 North, Range 70 West.**
2. Effective Dates. This License shall be effective beginning on **April 2, 2009** and shall terminate on **December 31, 2009**. The parties may by mutual agreement extend the term of this License as necessary to permit the purposes and activities for which it is granted to be completed.
3. Purpose. This agreement applies to CSFS for the purpose of conducting the following activities (*check all that apply*)
  - to cut timber as a fire mitigation measure and to remove the downed timber from the Property;
  - to conduct a timber sale on the property, collect and retain all proceeds, and remove any unsold materials;
  - X to perform the following other activities: **Drive on the Licensor's private unimproved road between the west end of Red Cedar Drive and the northwest gated entrance into Lory State Park. The private road will be used by the business under contract with the State of Colorado (Contractor) specifically for the Lory State Park Forest Health and Fuels Reduction Project. This use will include one trip in and out by no more than five mechanical mastication machines and a few trips a day by machine operators and service vehicles. Use of the private road will also include daily trips by Colorado State Forest Service and Colorado State Parks employees in pickup-type or four-wheel drive vehicles to monitor work progress. Photos will be taken of the road prior to entry of any heavy equipment to document condition. These photos will be discussed with the Licensor to assure concurrence on pre-existing condition. Any and all damages caused by project activities will be fixed to pre-existing conditions or better after completion of the project. Notes and photos documenting pre-existing conditions attached to this license.**

4. License Fee. Licensee shall pay a fee to Licensor in the amount of \$0 for the entire term of this License. Payment shall be remitted within 30 days after the effective date hereof.

B. Release of Liability. CSFS hereby releases the Licensor from all liability or responsibility for injury that the Licensees, or any of them, may suffer as a result of or in connection with his/her entering upon the Property (except for injuries caused by the negligent or intentional acts of the Licensor).

C. Liability of Licensee. The Parties understand and agree that the liability of the State of Colorado, the Board of Governors of the Colorado State University System, and CSFS is at all times herein governed and controlled by the Colorado Governmental Immunity Act, C.R.S. sections 24-10-101, et seq. (as now or hereafter amended), and that contractors to CSFS that are not themselves governmental entities may not be protected under said Act. Contractors shall be required to provide reasonable proof of general liability insurance, prior to undertaking work for CSFS on the Property.

D. Additional Terms and Conditions.

1. **Notices.** All notices required to be given under this License shall be deemed given when actually delivered to the designated representative(s) of the party to be given notice by (i) certified mail, return receipt; or (ii) by hand delivery or courier service, if a signed receipt is obtained upon delivery; or (iii) by facsimile transmission, if confirmation of receipt of the transmission is obtained,. A party may change its designated representative(s) or address at any time by written notice in the same manner as for any other notice. The initial representatives of the parties shall be the persons whose names and addresses are:

**CSFS:**  
Colorado State Forest Service  
Office of the Director  
Attn: Tom Wardle  
203 Forestry Bldg.  
5060 Campus Delivery  
Fort Collins, CO 80523-5060

**LICENSOR:**  
**Jeffrey and Janet McClure**  
**916 Lochview Ct**  
**Fort Collins, CO 80524**

With a copy to:

Office of the General Counsel  
01 Administration Bldg.  
0006 Campus Delivery  
Fort Collins, CO 80523-0006


2. **Non-Assignment.** Except as specifically permitted under section A herein above, CSFS shall not transfer, assign, or otherwise convey the rights granted in this agreement to any other person or party without the express prior written consent of the Licensor(s). Any such conveyance in violation of this paragraph shall be null and void.
3. **Legal Authority.** The Licensor warrants he/she/it possesses the legal authority to enter into this License and has taken all actions required by its procedures, bylaws, and/or applicable law to exercise that authority, and to lawfully authorize its undersigned signatory to execute this License and to bind the Licensor to its terms. The person(s) executing this License on behalf of the Licensor warrant(s) that such person(s) have full authorization to execute this License.
4. **Non-Assignment.** Licensor shall not assign or sublicense any of its obligations under this License without the advance written consent of University. Any unauthorized assignment shall be void.

University shall have the right, but not the obligation to terminate this License, without waiver of any other right or remedy, upon notice of Licensor's assignment or sublicense in violation of this section.

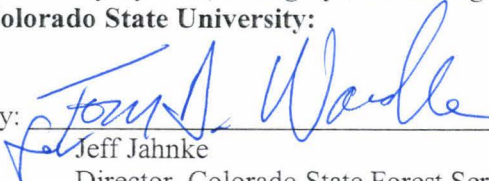
5. **Binding effect.** This License is binding upon the heirs, personal representatives, successors, and permitted assigns of both parties.
6. **Entire Agreement.** This License including the exhibits incorporated herein by reference constitutes the entire agreement between the parties, and supersedes any previous contracts, understandings, or agreements of the parties, whether verbal or written, concerning the subject matter of this License.
7. **Amendment.** No modification or amendment to this License shall be valid unless it is made in a writing signed by the authorized representatives of the parties.
8. **Waiver.** The waiver by either party of a breach or violation of any provision of this License shall not operate as or be construed to be a waiver of any subsequent breach of the same or other provision hereof.
9. **CONTROLLER'S APPROVAL. CRS 24-30-202 (1).** This contract shall not be deemed valid until it has been approved by the Colorado State Controller or designee.
10. **FUND AVAILABILITY. CRS 24-30-202(5.5).** Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.
11. *[Not Applicable to Intergovernmental Contracts]* **VENDOR OFFSET. CRS 24-30-202 (1) and 24-30-202.4.** The State Controller may withhold payment of certain debts owed to State agencies under the vendor offset intercept system for: (a) unpaid child support debt or child support arrearages; (b) unpaid balances of tax, accrued interest, or other charges specified in Article 21, Title 39, CRS; (c) unpaid loans due to the Student Loan Division of the Department of Higher Education; (d) amounts required to be paid to the Unemployment Compensation Fund; and (e) other unpaid debts owing to the State or its agencies, as a result of final agency determination or reduced to judgment, as certified by the State Controller.

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

LICENSOR:

By:   
JEFFREY M. LUKE  
Print Name & Title

**Board of Governors of the Colorado State  
University System, acting by and through  
Colorado State University:**

By:   
Jeff Jahnke  
Director, Colorado State Forest Service

CORPORATIONS:

(A corporate seal or attestation is required.)

APPROVED AS TO FORM:

Attest (Seal)  
By: \_\_\_\_\_  
(Corporate Secretary or Equivalent)

By: standard form - signature not required  
Robert Schur  
Associate Legal Counsel





**Fort Collins District**  
Foothills Campus, CSU  
5060 Campus Delivery  
Fort Collins, Colorado 80523-5060  
(970) 491-8660  
FAX (970) 491-8645

March 30, 2009

Mike Bucher  
Red Cedar Drive Road Association  
Bellvue, CO 80512

Dear Mike:

I am writing to request the use of Red Cedar Drive. The Colorado State Forest Service and Colorado State Parks would like to use Red Cedar Drive to access the Lory State Park Forest Health and Fuels Reduction Project. Below are details and stipulations for the use of Red Cedar Drive based on past agreements between the Red Cedar Drive Road Association and Colorado State Forest Service and Colorado State Parks.

1. The Project includes 172 acres of dwarf mistletoe and bark beetle removal and fuels reduction. Project period runs from May 15, 2009 through September 15, 2009.
2. Specific activities to reach these goals include thinning live trees, and removing some dead trees.
3. These activities will be completed by mostly mechanical mastication machinery and some chainsaw work.
4. Slash from these operations will be masticated and left in place.
5. Red Cedar Drive will be used by the business under contract with the State of Colorado (Contractor) specifically for the Lory State Park Forest Health and Fuels Reduction Project. This use will include one trip in and out by likely no more than three mechanical mastication machines (rubber tired, without chains) and likely no more than two trips a day by machine operators and possibly a crew in a pickup type or service vehicle.
6. Use of Red Cedar Drive will also include daily trips by Colorado State Forest Service and Colorado State Parks employees in pickup type or four-wheel drive vehicles to monitor work progress.
7. Semis and trailers used to haul mastication machines will not be driven on Red Cedar Drive. All equipment will be stored on Lory State Park property.
8. The existing condition of Red Cedar Drive is adequate for this project.
9. The condition of Red Cedar Drive will be documented by a State employee and Mike Bucher prior to use by the Contractor.
10. In exchange for use of the road, Colorado State Parks will pay a company of the Red Cedar Drive Road Association's choice \$1,000 worth of recycled asphalt.
11. Any damage to Red Cedar Drive by State employees or the Contractor will be repaired as soon as practical or necessary for travel.
12. The use of Red Cedar Drive will only be for State employees and the Contractor.

13. The use of Red Cedar Drive by the State for any future projects will be negotiated with Red Cedar Drive Road Association.

If you have any questions or concerns about these items, please call me as soon as possible at (970) 491-8839. Also please respond with a letter or email at your earliest convenience if you and the Red Cedar Drive Road Association agree with these details and stipulations.

Thank you for accommodating the State by approving this additional use of Red Cedar Drive and therefore assisting Lory State Park in attaining its goals for fuel reduction. I am certain the residents of Red Cedar Drive will be pleased by the outcome.

Sincerely,

Diana Selby  
Forester, Fort Collins District

## Hughes,Michael

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**From:** Hughes,Michael  
**Sent:** Wednesday, October 21, 2009 11:19 AM  
**To:** 'Mikeandglo@msn.com'  
**Subject:** Red Cedar Drive

Dear Mike,

My name is Mike Hughes and I am helping Diana Selby out while she is on maternity leave.

She told me, before she left, that the Colorado State Forest Service will pay \$1000 for road base for Red Cedar Drive to the company that you choose. Please contact me when you get the chance so we can discuss how you would like the CSFS to pay your road association.

Take care,

Mike

Michael M. Hughes  
Fort Collins District  
Colorado State Forest Service  
(970) 491-8453  
[www.csfs.colostate.edu](http://www.csfs.colostate.edu)