

Selby, Diana

From: LaFollette, Kathi
Sent: Friday, March 11, 2011 9:52 AM
To: Selby, Diana; Heady, Valerie
Cc: Woods, Scott
Subject: CSFS bids submitted for Redstone Canyon
Attachments: SummitForestryBid.pdf; RockyMountainTreeServiceBid.pdf; COI.2011.pdf

Hi Diana & Valerie,

3/11F/11

Yes, absolutely you can add acreage/project SOW to use the full \$4,700 value to the project if the vendor is interested in more – at the same rate per acre/function as the original quote and SOW up to the full budget max.

Since this project is UNDER \$5,000, it's a little tricky, and here's the next steps to proceed for your team:

1. I'd recommend a Kualo req in the system – setup at \$5,001 dollars with a note that the ACTUAL amount is \$4,700 (or final agreed amt) – which I will adjust back to the desired \$\$ amount as a P.O. is issued.
2. If there are any 53 funds, I will add a couple of extra steps to make the feds happy – and why I'd need to SEE the P.O. at \$5,001
3. Please have the final quote/agreement with SOW PDF attached to the Kualo req from RM Tree Service. A full ISC is NOT necessary if the final SOW is attached.
4. Please have the vendor Certificate of Insurance PDF attached to the Kualo req. (COI template attached, FYI)
5. Please have the Summit Forestry Bid also PDF attached to the Kualo req to show proof of competition and local response.

The feds just dropped the hammer on us for federal expenditures and massive reporting/tracking, and the small business regulations have just ratcheted immensely. Therefore, I'd better help final process this - as our office will be in front of the Auditors explaining process, or lack thereof, if a PO were to fly through Kualo without review under \$5K. Kualo just SHOOTs PO's through under \$5K normally – we never see them.

Happy to help – sorry for any extra work, but it's become crazy as of March 1st. I love my job... and the fun paperwork that goes with it.

Thanks, call if questions.

Kathi LaFollette
Purchasing Agent
Colorado State University
555 South Howes Street
Fort Collins, CO 80523-6010
Phone: (970) 491-0763
kathi.lafollette@colostate.edu

From: Selby, Diana
Sent: Friday, March 11, 2011 9:35 AM

To: scotwood@lamar.colostate.edu; [redacted] Follette, Kathi
Subject: bids submitted for Redstone Canyon

Hi Scott and Kathi,

Attached are the bids submitted by two contractors from the site inspection on 03/09/2011. I am assuming I should just go with the lowest bidder (Rocky Mountain Tree Service) since they have the specified equipment needed. I'd really like to use up the total amount we have available for this project (\$4,700). Can I add an additional amount of cutting/chipping work (\$950) to this project to make the total \$4,700?

Diana

Roan Mtn.

Phil Kessler

288-3128 (Day)

282-1301 (Home)

(970) 481-6147 (cell)

~~phil~~

phil.pumagulch@gmail

Roan Mtn → Time : 2 days

Tawny Lynx → Time :

Cost: \$2,000

Cost: \$825.00

~~Stellar~~ extra → exclude (Stellar Ridge ? Tawny Lynx)

New gate code : 7267

Redstone Canyon Chipping Project

Purpose:

The project has one primary objective:

- Reduce or remove the slash and woody materials as part of a fuels mitigation project

General Description of Work:

A mandatory site inspection is required for this project. Work involves broadcast chipping or complete removal of slash, limbs, and small diameter trees that are stacked along the roadside in two locations within Redstone Canyon.

Unit Description:

Location of units is within the Redstone Canyon subdivision located adjacent to Horsetooth Mountain Open Space, Lory State Park and the community of Masonville in Larimer County, Colorado. All work will take place directly on private lands along two roads in Redstone Canyon; Tawny Lynx and Roan Mountain. Materials consist of primarily ponderosa pine limbs and small diameter trees (<6 inches). Recent thinning activities have occurred in the months of November through February and materials have been drug and stacked alongside roads for easier access. Most materials should still be somewhat green; however, occasional trees that have been cut were previously dead. Unit 1 consists of approximately 3 acres worth of slash material; Unit 2 consists of approximately 7 acres. Unit 3 has 2 acres worth of slash, Unit 4 has 1 acre of slash, and Unit 5 is a large pile consisting of slash from approximately 4 acres.

- **Unit 1: Tawny Lynx Fuelbreak** (3 acres of slash) Unit 1 is located in the NW ¼ of the NW ¼ of Section 23, Township 7 North, Range 70 West, Larimer County, Colorado.
- **Unit 2: Roan Mountain Fuelbreak** (7 acres of slash) Unit 2 is located in the N ½ of the NE ¼ of Section 15, Township 7 North, Range 70 West, Larimer County, Colorado.
- **Unit 3: DeFosse Property** (2 acres of slash) Located adjacent (west) of Roan Mountain Fuelbreak.
- **Unit 4: Steller Ridge Fuels** (1 acre of slash) Located down the road on Steller Ridge from the Tawny Lynx fuelbreak. No turnaround exists on the spur road off of Steller Ridge so Contractor will need to back down onto road. This unit was added to utilize all available funds.
- **Unit 5: Tawny Lynx Slash Pile** (4 acres of slash) Unit 5 is located directly adjacent to Unit 1 (Tawny Lynx Fuelbreak). This unit was added to utilize all available funds. Contractor will chip as much slash from the pile as possible, at least 2 acres of slash or more but will not exceed a total project cost of \$4,700.

Project boundaries are described and/or marked as follows:

Only material stacked alongside roads will be required to be removed or chipped. All slash and larger diameter logs that are scattered in the interior of the project areas or stacks that are obvious firewood material will be left on site. Contractors are required to attend the mandatory site inspection to observe the amount and location of materials. Any questions about what must be chipped and what can be left will be clarified on site.

Management Treatments

1. Use of equipment that chip, grind, or mulch materials and broadcast chips onto forest floor is specified for this project. The Contractor is responsible for determining the proper equipment mix necessary to achieve the desired results and to meet the requirements.
2. Chips will be broadcast onto the forest floor and kept clear of roads or may be removed completely by the Contractor. Significant accumulations of wood chips shall be removed from the roadway on a daily basis.
3. Chip depth will not exceed 3 inches.
4. Slash and material less than 6 inches in diameter will be thoroughly mulched to reduce the amount of woody fuels as much as possible. Any materials too large for specified chipping equipment will be left along roadside for community members to utilize as firewood.

Additional Performance Standards:

1. The Project Administrator may suspend or limit operations if excess damage is occurring due to mud, snow, extreme fire danger, etc., or due to the following situation(s): failure to meet contract specifications.
2. Any soil contaminated by loss of fuel, oil, grease, hydraulic fluid, coolant or other fluids shall be removed

- and placed in covered drums or other acceptable containers for proper disposal by the contractor.
3. Adequate barricades or warning devices shall be placed as necessary for the safety of persons and vehicles.
 4. Damaged gates, fences, structures or signs will be repaired or replaced by the Contractor, at the discretion of the Contract Administrator.
 5. Neither trash nor litter will be left by the Contractor anywhere in Redstone Canyon. Daily hauling of any trash generated by the Contractor is the Contractor's responsibility.
 6. The project site should be left in a safe manner at the end of every work day including safe storage of fuel containers and equipment parked off of main access roads.

Contract Period and Operational Period:

Project period runs from March 11, 2011 through June 1, 2011. The daily operational period is limited to 7:00 a.m. to dusk.

Administration:

- Contractor shall notify the Contract Administrator prior to moving any equipment into the project area and also prior to the start of work.
- The use of sub-contractors must be approved in writing by CSFS prior to contract signing and bid approval.

Damage Penalty:

The Contractor shall conduct all operations in a timely manner and in accordance with this contract. Penalties may be assessed for damages to soils, improvements or other elements of the forest stand. Determination of damage is at the sole discretion of the Project Administrator.

A Damage Deposit in the amount of \$250 shall be deposited by the Contractor upon signing of this contract. The deposit shall be in the form of cash or certified check. Any damage penalties and charges for damages to soils, improvements or other elements of the forest stand not repaired or corrected by the Contractor shall be deducted from the Damage Deposit. If at any time during the performance of this agreement the Damage Deposit balance falls below \$100.00, it shall be brought back to the original full amount through additional payments by Contractor.

Any remaining deposit balances will be released to Contractor promptly upon satisfactory completion of this agreement.

Cost/Bid Agreement:

Costs are based on the bid submitted on Friday, March 11, 2011 by the Contractor, Rocky Mountain Tree Service.

Unit 1: (Tawny Lynx- 3 acres)	Price: \$825
Unit 2: (Roan Mountain- 7 acres)	Price: \$1,500
Unit 3: (DeFosse- 2acres)	Price: \$1,425
Added Units	
Unit 4: (Stellar Ridge- 1 acre)	
Unit 5: (Tawny Lynx Slash pile- 4 acres)	*Added Price: \$950
	Total Price: \$4,700

*A minimum of 3 acres of slash will be chipped on the additional Units 4 and 5 with the possibility of chipping the entire slash pile (4 acres) on Tawny Lynx road. However, contractor will not work/charge beyond \$950 for the added units.

Project Area Map

Map 1. Redstone Canyon Location



Colorado State University Standard Insurance Requirements

A. The contractor shall obtain, and maintain at all times during the term of this contract, insurance in the following kinds and amounts:

- 1) Workers' Compensation Insurance as required by state statute, and Employer's Liability Insurance covering all of contractor's employees acting within the course and scope of their employment.
- 2) Commercial General Liability Insurance written on ISO occurrence form CG 00 01 10/93 or equivalent, covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:
 - a. \$1,000,000 each occurrence;
 - b. \$1,000,000 general aggregate;
 - c. \$1,000,000 products and completed operations aggregate; and
 - d. \$50,000 any one fire.

If any aggregate limit is reduced below \$1,000,000 because of claims made or paid, the contractor shall immediately obtain additional insurance to restore the full aggregate limit and furnish to the State a certificate or other document satisfactory to the State showing compliance with this provision. Notwithstanding this subsection A, if the contractor is a "public entity" within the meaning of the Colorado Governmental Immunity Act CRS 24-10-101, et seq., as amended ("Act"), the contractor shall at all times during the term of this contract maintain such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Act. Upon request by the State, the contractor shall show proof of such insurance satisfactory to the State.

- 3) Automobile Liability Insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit as follows: \$1,000,000 each accident combined single limit.
- 4) (only if checked) Professional liability insurance with minimum limits of liability of not less than \$1,000,000.
- 5) (only if checked) Crime/Employee Dishonesty insurance with minimum limits of liability of not less than \$1,000,000.

B. The Board of Governors of the Colorado State University System acting by and through Colorado State University, a division of the State of Colorado, shall be named as additional insured on the Commercial General Liability and Automobile Liability Insurance policies (leases and construction contracts will require the additional insured coverage for completed operations on endorsements CG 2010 11/85, CG 2037, or equivalent). Coverage required of the contract will be primary over any insurance or self-insurance program carried by the State of Colorado.

C. Contractor shall notify University at least 45 days prior to cancellation or non-renewal of the required insurance coverages.

D. The contractor will require all insurance policies in any way related to the contract and secured and maintained by the contractor to include clauses stating that each carrier will waive all rights of recovery, under subrogation or otherwise, against the State of Colorado, its agencies, institutions, organizations, officers, agents, employees and volunteers.

E. All policies evidencing the insurance coverages required hereunder shall be issued by insurance companies satisfactory to the State.

F. The contractor shall provide certificates showing insurance coverage required by this contract to the State upon execution of this contract. No later than 15 days prior to the expiration date of any such coverage, the contractor shall deliver the State certificates of insurance evidencing renewals thereof. At any time during the term of this contract, the State may request in writing, and the contractor shall thereupon within 10 days supply to the State, evidence satisfactory to the State of compliance with the provisions of this section.

G. Self-insurance programs do not meet the state's or the University's insurance requirements unless the Contractor provides satisfactory evidence of a loss reserve fund of not less than the minimum coverage amount specified herein, plus excess liability coverage as appropriate to the industry; financial statements of the business; and proof of Department of Labor certification of self-insurance program for worker's compensation.

Redstone Canyon- Chipping
COST and INFORMATION PAGE
BIDS DUE: by 9:00 am on Friday, March 11, 2011

All bidders must submit the following information:

- Bid price
- Equipment to be used
- Timing (when can they begin/projected end date)
- 3 References and past examples of similar work

Upon inspecting the site, if you choose not to bid on the project, please submit a formal "no bid" and a reason why you chose not to bid on this project.

All bids must be submitted in writing to Diana Selby via mail, FAX or e-mail by 9:00 am on Friday, March 11, 2011.

Diana Selby
Fort Collins District- Colorado State Forest Service
5060 Campus Delivery, CSU
Fort Collins, CO 80523-5060
Phone: 970-491-8839
FAX: 970-491-8645
E-mail: diana.selby@colostate.edu

Costs/Bids for Unit Prescriptions and Requirements *Unit 3 may be added to project but is not guaranteed as part of this project.

Redstone Canyon- Chipping Project (10 acres worth of slash)

Unit1 (Tawny Lynx) Price: \$ _____

Unit 2 (Roan Mountain) Price: \$ _____

Total Price (Unit 1+2): \$ _____

Unit 3 (DeFosse Property) Price: \$ _____

Total Price (Unit 1 +2) + Unit 3: \$ _____

EQUIPMENT TO BE USED

Attach a memo explaining the type of equipment that will be used for this project.

TIMING - CSFS has specified when the contractor could begin work and duration with an end date during the site inspection. Please allow up to 4-6 weeks to allow time to complete the contract signature and Purchase Order issuance process. Please refer to the scope of work for special circumstances.

Estimated Start Date: _____

Estimated End Date: _____

REFERENCES & PAST EXAMPLES OF SIMILAR WORK

Attach a memo with three references and explaining past examples of work.

Selby, Diana

From: Tony and Julie Mahon <summitforestry@gmail.com>
Sent: Friday, March 11, 2011 7:17 AM
To: Selby, Diana
Subject: Restore bid again, sorry for the mistake

Diana,

I am sorry for sending the last bid incomplete.

Hello Diana, Here is our official bid for Redstone.

Unit 1 Tawny Lynx -\$800

Unit 2 Roan Mtn - \$2800

Unit 3 DeFosse prop - \$1400

We have estimated this work at a cost of \$1400 a day for a 3-4 man chipping crew.

We will be using a large capacity chipper and a 1 ton pick up to complete the work.

We would like to complete the work the 1st week of May when we complete our other project in Redstone.

We can supply you with a few good references as well.

Mike Sax, Pinewood resevoir Fire Board member

Dan Glanz, Buckskin Heights landowner

Mike Hughes, CSFS forester

Theses are all people we have done chipping for. We have many references along the front range from other road side shipping we have done.

Thank you for considering our bid, place contact me if you have any questions,

Tony

Summit Forestry

970-481-0814

summitforestry@gmail.com

Rocky Mountain --- Tree Service



FAX

Date: March 11, 2011
Pages: 3

To: Fort Collins District- Colorado State Forest Service
Diana Selby
Phone: 970-491-8839
Fax: 970-491-8645

From: Rocky Mountain Tree Service
Laura Berard
Phone: 970-635-9040
Fax: same (call first)

Message:

Diana,

The bid you requested follows.

If you have any questions you may call Mark directly at 970-581-9292.
If you cannot reach him, please feel free to give me a call at the office 970-635-9040.

Sincerely,

Laura B.
Rocky Mountain Tree Service

Better Map w/ Roads & gate
compos

Redstone Canyon- Chipping
COST and INFORMATION PAGE
BIDS DUE: by 9:00 am on Friday, March 11, 2011

All bidders must submit the following information:

- Bid price
- Equipment to be used
- Timing (when can they begin/projected end date)
- 3 References and past examples of similar work

Upon inspecting the site, if you choose not to bid on the project, please submit a formal "no bid" and a reason why you chose not to bid on this project.

All bids must be submitted in writing to Diana Selby via mail, FAX or e-mail by 9:00 am on Friday, March 11, 2011.

Diana Selby
Fort Collins District- Colorado State Forest Service
5060 Campus Delivery, CSU
Fort Collins, CO 80523-5060
Phone: 970-491-8839
FAX: 970-491-8645
E-mail: diana.selby@colostate.edu

Costs/Bids for Unit Prescriptions and Requirements *Unit 3 may be added to project but is not guaranteed as part of this project.

Redstone Canyon- Chipping Project (10 acres worth of slash)

3000 Unit 1 (Tawny Lynx) Price: \$ 825⁰⁰

700 Unit 2 (Roan Mountain) Price: \$ 1,500⁰⁰

Total Price (Unit 1+2): \$ 2,325⁰⁰

2 acre Unit 3 (DeFosse Property) Price: \$ 1,425⁰⁰

Total Price (Unit 1 +2) + Unit 3: \$ 3,750⁰⁰

257/acre
214/acre

1875

\$950

3750
- 1800

1950

Ave. = \$312.50/acre

\$4700

EQUIPMENT TO BE USED

Attach a memo explaining the type of equipment that will be used for this project.

Equipment to be used: 1 Truck and 1 chipper

TIMING - CSFS has specified when the contractor could begin work and duration with an end date during the site inspection. Please allow up to 4-6 weeks to allow time to complete the contract signature and Purchase Order issuance process. Please refer to the scope of work for special circumstances.

Estimated Start Date: 3rd or 4th week of March (within a few days of approval)

Estimated End Date: 4th or 5th week of March (within one week of start date)

REFERENCES & PAST EXAMPLES OF SIMILAR WORK

Attach a memo with three references and explaining past examples of work.

References:

Commercial David Sommers 303-522-3671

President Lakeview Development Project
(East side of Boyd Lake)
Loveland, CO

Tree removal including chipping

Various projects over the last several years
spanning a few days to a few weeks in length

Residential_(recent) Josie Navarille 970-785-6046

519 Marion Ave. Platteville, CO

Tree trimming and Chipping

March 9, 2011

Residential_(recent) Sharlynn Whamsley 970-532-3898

(from Berthoud)
work at her house up the Big Thompson Canyon

Tree trimming and removal including chipping

January 15th and March 5, 2011

Redstone Canyon Chipping Project

Purpose:

The project has one primary objective:

- Reduce or remove the slash and woody materials as part of a fuels mitigation project

General Description of Work:

A mandatory site inspection is required for this project. Work involves broadcast chipping or complete removal of slash, limbs, and small diameter trees that are stacked along the roadside in two locations within Redstone Canyon.

Unit Description:

Location of units is within the Redstone Canyon subdivision located adjacent to Horsetooth Mountain Open Space, Lory State Park and the community of Masonville in Larimer County, Colorado. All work will take place directly on private lands along two roads in Redstone Canyon; Tawny Lynx and Roan Mountain. Materials consist of primarily ponderosa pine limbs and small diameter trees (<6 inches). Recent thinning activities have occurred in the months of November through February and materials have been drug and stacked alongside roads for easier access. Most materials should still be somewhat green; however, occasional trees that have been cut were previously dead. Unit 1 consists of approximately 3 acres worth of slash material; Unit 2 consists of approximately 7 acres.

- **Unit 1: Tawny Lynx Fuelbreak** (3 acres of slash) Unit 1 is located in the NW ¼ of the NW ¼ of Section 23, Township 7 North, Range 70 West, Larimer County, Colorado.
- **Unit 2: Roan Mountain Fuelbreak** (7 acres of slash) Unit 2 is located in the N ½ of the NE ¼ of Section 15, Township 7 North, Range 70 West, Larimer County, Colorado.
- ****Unit 3: DeFosse Property** Located adjacent (west) of Roan Mountain Fuelbreak. This unit may be added to the project but is not guaranteed.

Project boundaries are described and/or marked as follows:

Only material stacked alongside roads will be required to be removed or chipped. All slash and larger diameter logs that are scattered in the interior of the project areas or stacks that are obvious firewood material will be left on site. Contractors are required to attend the mandatory site inspection to observe the amount and location of materials. Any questions about what must be chipped and what can be left will be clarified on site.

Management Treatments

1. Use of equipment that chip, grind, or mulch materials and broadcast chips onto forest floor is specified for this project. The Contractor is responsible for determining the proper equipment mix necessary to achieve the desired results and to meet the requirements.
2. Chips will be broadcast onto the forest floor and kept clear of roads or may be removed completely by the Contractor. Significant accumulations of wood chips shall be removed from the roadway on a daily basis.
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Additional Performance Standards:

1. The Project Administrator may suspend or limit operations if excess damage is occurring due to mud, snow, extreme fire danger, etc., or due to the following situation(s): failure to meet contract specifications.
2. Any soil contaminated by loss of fuel, oil, grease, hydraulic fluid, coolant or other fluids shall be removed and placed in covered drums or other acceptable containers for proper disposal by the contractor.
3. Adequate barricades or warning devices shall be placed as necessary for the safety of persons and vehicles.
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5. Neither trash nor litter will be left by the Contractor anywhere in Redstone Canyon. Daily hauling of any trash generated by the Contractor is the Contractor's responsibility.
6. The project site should be left in a safe manner at the end of every work day including safe storage of fuel containers and equipment parked off of main access roads.

* Stellar Ridge

(back down the spur road) 1/2 ac.

* Tawny Lynx 4 slash pile (2 ac.)

As much as pile

not to exceed

4760

Contract Period and Operational Period:

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Administration:

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- The use of sub-contractors must be approved in writing by CSFS prior to contract signing and bid approval.

Damage Penalty:

The Contractor shall conduct all operations in a timely manner and in accordance with this contract. Penalties may be assessed for damages to soils, improvements or other elements of the forest stand. Determination of damage is at the sole discretion of the Project Administrator.

A Damage Deposit in the amount of \$250 shall be deposited by the Contractor upon signing of this contract. The deposit shall be in the form of cash or certified check. Any damage penalties and charges for damages to soils, improvements or other elements of the forest stand not repaired or corrected by the Contractor shall be deducted from the Damage Deposit. If at any time during the performance of this agreement the Damage Deposit balance falls below \$100.00, it shall be brought back to the original full amount through additional payments by Contractor.

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The balance of this page has been left blank intentionally

Project Area Map

Map 1. Redstone Canyon Location



Project Area Map

Map 1. Redstone Canyon Location



LICENSE TO ENTER UPON LAND AND RELEASE OF LIABILITY

THIS LICENSE TO ENTER UPON LAND AND RELEASE OF LIABILITY is an agreement made and entered into this 15th day of November 2010 by and between Peter Leigh Taylor (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: [enter street address and/or legal description of property to be accessed; attach map if possible]:
 9128 Tawny Lynx Rd. Loveland, CO 80538
Parcel # 07230-00-031, Section 23, Township 7, Range 70
2. License Period. This License shall be in effect from 11/15/10 to 11/15/2011 inclusive (the "License Period"). If any dates or times are excluded from the License Period, they are specified here: [N/A].
3. The parties may by mutual written agreement extend the term of this License as necessary to permit the purposes and activities for which it is granted to be completed. **No work shall be commenced until this License has been fully signed.**
4. 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;
 - to perform the following other activities: walk upon, operate equipment, cut and remove brush, limb live trees, fell trees, cut up and slash felled trees, chip and broadcast vegetative debris _____
4. Commencement of Work. Work by CSFS and/or its contractors is expected to commence on or about the Effective Date, but is subject to change due to contractor scheduling, weather conditions, and other factors. CSFS will endeavor to provide notice to Licensor when work has commenced.

5. No License Fee. This license is granted at no cost to CSFS. CSFS is responsible for all costs associated with the performance of the activities authorized herein.

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. Colorado State University and CSFS shall at all times herein maintain general liability insurance in an amount not less than Five Million Dollars (\$5,000,000) per occurrence. A certificate of insurance evidencing such coverage shall be provided to the Licensor together with this Agreement at the time of execution.

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
5060 Campus Delivery
Fort Collins, CO 80523-5060

LICENSOR:

Peter Leigh Taylor
9128 Tawny Lynx Rd.
LOVELAND, CO 80538

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.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

LICENSOR

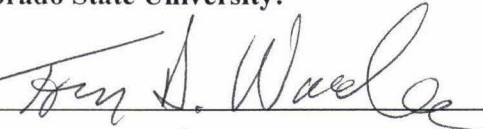
By: 

Print Name & Title:

PETER LEIGH TAYLOR

Date: 11/15/2010

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

By: 

Date: 12-6-10

Jeff Jahnke
Director, Colorado State Forest Service

LICENSE TO ENTER UPON LAND AND RELEASE OF LIABILITY

THIS LICENSE TO ENTER UPON LAND AND RELEASE OF LIABILITY is an agreement made and entered into this 11th day of November 2010 by and between Ann/Robert Plemister (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: [enter street address and/or legal description of property to be accessed; attach map if possible]:
9514 and 9848 Roan Mountain Road
Loveland, CO 80538
2. License Period. This License shall be in effect from 11 November 2010 to 10 November 2011 inclusive (the "License Period"). If any dates or times are excluded from the License Period, they are specified here: [N/A].
3. The parties may by mutual written agreement extend the term of this License as necessary to permit the purposes and activities for which it is granted to be completed. **No work shall be commenced until this License has been fully signed.**
4. 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;
 - to perform the following other activities: walk upon, operate equipment, cut and remove brush, limb live trees, fell trees, cut up and slash felled trees, chip and broadcast vegetative debris
4. Commencement of Work. Work by CSFS and/or its contractors is expected to commence on or about the Effective Date, but is subject to change due to contractor scheduling, weather conditions, and other factors. CSFS will endeavor to provide notice to Licensor when work has

commenced.

- 5. No License Fee. This license is granted at no cost to CSFS. CSFS is responsible for all costs associated with the performance of the activities authorized herein.

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. Colorado State University and CSFS shall at all times herein maintain general liability insurance in an amount not less than Five Million Dollars (\$5,000,000) per occurrence. A certificate of insurance evidencing such coverage shall be provided to the Licensor together with this Agreement at the time of execution.

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
 5060 Campus Delivery
 Fort Collins, CO 80523-5060

LICENSOR:

Ann + Robert Plemister
3136 Rock Park Drive
Fort Collins, CO 80528

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.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

LICENSOR: Ann L. Phemister

By: [Signature]

Print Name & Title:

Ann L. Phemister Property
Robert D. Phemister Owners

Date: 11 November, 2010

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

By: [Signature]

Date: 12-6-10
[Signature] Jeff Jahnke
 Director, Colorado State Forest Service

LICENSE TO ENTER UPON LAND AND RELEASE OF LIABILITY

THIS LICENSE TO ENTER UPON LAND AND RELEASE OF LIABILITY is an agreement made and entered into this 14 day of Nov, 2010 by and between Randy DeFosse (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: [enter street address and/or legal description of property to be accessed; attach map if possible]: 9740 ROAN MOUNTAIN RD LOVELAND, Co. 80538
2. License Period. This License shall be in effect from 11-14-10 to 11-14-11, inclusive (the "License Period"). If any dates or times are excluded from the License Period, they are specified here: [N/A].
3. The parties may by mutual written agreement extend the term of this License as necessary to permit the purposes and activities for which it is granted to be completed. No work shall be commenced until this License has been fully signed.
4. Purpose. This agreement applies to CSFS for the purpose of conducting the following activities (check all that apply)
[X] 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: walk upon, operate equipment, cut and remove brush, limb live trees, fell trees, cut up and slash felled trees, chip and broadcast vegetative debris
4. Commencement of Work. Work by CSFS and/or its contractors is expected to commence on or about the Effective Date, but is subject to change due to contractor scheduling, weather conditions, and other factors. CSFS will endeavor to provide notice to Licensor when work has commenced.

5. No License Fee. This license is granted at no cost to CSFS. CSFS is responsible for all costs associated with the performance of the activities authorized herein.

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. Colorado State University and CSFS shall at all times herein maintain general liability insurance in an amount not less than Five Million Dollars (\$5,000,000) per occurrence. A certificate of insurance evidencing such coverage shall be provided to the Licensor together with this Agreement at the time of execution.

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
5060 Campus Delivery
Fort Collins, CO 80523-5060

LICENSOR:

RANDY DEFOSSE
9740 ROAN MOUNTAIN RD
LOVELAND, CO 80538

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.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

LICENSOR:

By: Randy DeFosse

Print Name & Title:

RANDY DEFOSSE

Date: 11-14-10

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

By: Tony D. Wauder

Date: 12-6-10

JF Jeff Jahnke
Director, Colorado State Forest Service

LICENSE TO ENTER UPON LAND AND RELEASE OF LIABILITY

THIS LICENSE TO ENTER UPON LAND AND RELEASE OF LIABILITY is an agreement made and entered into this 18 day of Nov, 20 10 by and between JANELLE EISEN (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: [enter street address and/or legal description of property to be accessed; attach map if possible]: R2A Parcel 36 -
2. License Period. This License shall be in effect from 11/18/10 to 11/18/11, inclusive (the "License Period"). If any dates or times are excluded from the License Period, they are specified here: [N/A].
3. The parties may by mutual written agreement extend the term of this License as necessary to permit the purposes and activities for which it is granted to be completed. No work shall be commenced until this License has been fully signed.
4. Purpose. This agreement applies to CSFS for the purpose of conducting the following activities (check all that apply)
[X] 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: walk upon, operate equipment, cut and remove brush, limb live trees, fell trees, cut up and slash felled trees, chip and broadcast vegetative debris
4. Commencement of Work. Work by CSFS and/or its contractors is expected to commence on or about the Effective Date, but is subject to change due to contractor scheduling, weather conditions, and other factors. CSFS will endeavor to provide notice to Licensor when work has commenced.

5. No License Fee. This license is granted at no cost to CSFS. CSFS is responsible for all costs associated with the performance of the activities authorized herein.

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. Colorado State University and CSFS shall at all times herein maintain general liability insurance in an amount not less than Five Million Dollars (\$5,000,000) per occurrence. A certificate of insurance evidencing such coverage shall be provided to the Licensor together with this Agreement at the time of execution.

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
5060 Campus Delivery
Fort Collins, CO 80523-5060

LICENSOR:

JANELLE JOSEPH
944 MAPLE AVE.
EVANSTON, IL 60202

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.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

LICENSOR:

By: *Janelle Joseph*

Print Name & Title: JANELLE JOSEPH

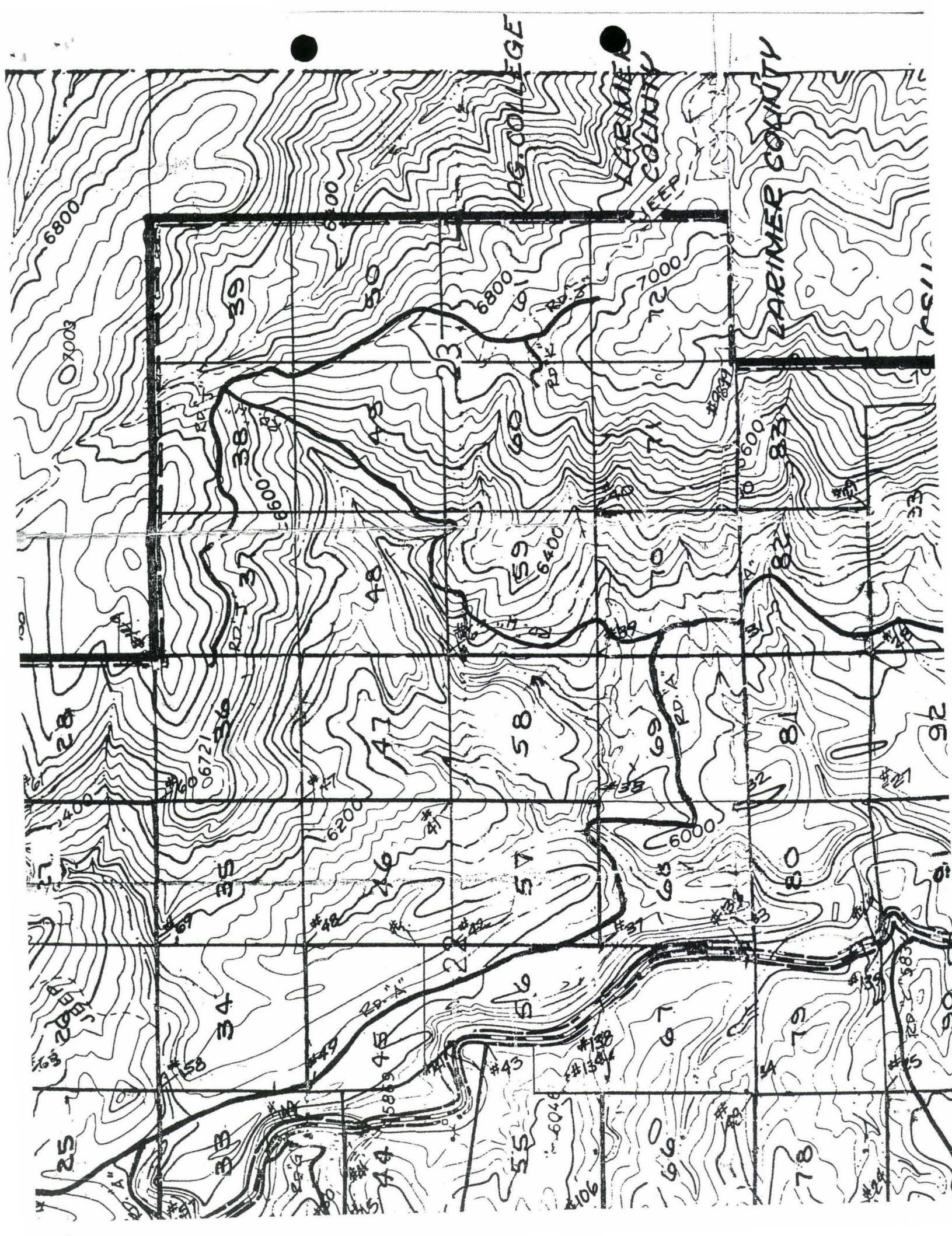
Date: Nov. 18, 2010

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

By: *Tom D. Wailer*

Date: 12-6-10

Jeff Jeff Jahnke
Director, Colorado State Forest Service



LICENSE TO ENTER UPON LAND AND RELEASE OF LIABILITY

THIS LICENSE TO ENTER UPON LAND AND RELEASE OF LIABILITY is an agreement made and entered into this 14 day of NOV, 2010 by and between Thomas Harr (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: [enter street address and/or legal description of property to be accessed; attach map if possible]:
10048 Roan Mtn Road, Loveland CO 80538
2. License Period. This License shall be in effect from 11/14/2010 to 11/14/2011, inclusive (the "License Period"). If any dates or times are excluded from the License Period, they are specified here: [N/A].
3. The parties may by mutual written agreement extend the term of this License as necessary to permit the purposes and activities for which it is granted to be completed. **No work shall be commenced until this License has been fully signed.**
4. 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~~ ^{unwanted} timber from the Property;
 to conduct a timber sale on the property, collect and retain all proceeds, and remove any unsold materials;
 to perform the following other activities: walk upon, operate equipment, cut and remove brush, limb live trees, fell trees, cut up and slash felled trees, chip and broadcast vegetative debris
4. Commencement of Work. Work by CSFS and/or its contractors is expected to commence on or about the Effective Date, but is subject to change due to contractor scheduling, weather conditions, and other factors. CSFS will endeavor to provide notice to Licensor when work has commenced.
5. No License Fee. This license is granted at no cost to CSFS. CSFS is responsible for all costs associated with the performance of the activities authorized herein.

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. Colorado State University and CSFS shall at all times herein maintain general liability insurance in an amount not less than Five Million Dollars (\$5,000,000) per occurrence. A certificate of insurance evidencing such coverage shall be provided to the Licensor together with this Agreement at the time of execution.

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
5060 Campus Delivery
Fort Collins, CO 80523-5060

LICENSOR:

Thomas Harr
10048 Roman Mtn Road
Loveland, CO 80538

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.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

LICENSOR:

By: Thomas A. Harr Jr.

Print Name & Title:

Thomas A. Harr Jr.
Homeowner

Date: 11/14/2010

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

By: Jeff Jahnke

Date: 12-6-10

Jeff Jahnke
Director, Colorado State Forest Service

LICENSE TO ENTER UPON LAND AND RELEASE OF LIABILITY

THIS LICENSE TO ENTER UPON LAND AND RELEASE OF LIABILITY is an agreement made and entered into this 1st day of December 20 10 by and between THE SHIRLEY A. CISMOSKI, TA 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: [enter street address and/or legal description of property to be accessed; attach map if possible]: NE of NE 15-7-70 Ex 88006318, PARCEL # 0715000044 NW CORNER OF THIS PARCEL.
2. License Period. This License shall be in effect from 12/01/2010 to 11/30/2011, inclusive (the "License Period"). If any dates or times are excluded from the License Period, they are specified here: [N/A].
3. The parties may by mutual written agreement extend the term of this License as necessary to permit the purposes and activities for which it is granted to be completed. No work shall be commenced until this License has been fully signed.
4. Purpose. This agreement applies to CSFS for the purpose of conducting the following activities (check all that apply)
[X] 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: walk upon, operate equipment, cut and remove brush, limb live trees, fell trees, cut up and slash felled trees, chip and broadcast vegetative debris
4. Commencement of Work. Work by CSFS and/or its contractors is expected to commence on or about the Effective Date, but is subject to change due to contractor scheduling, weather conditions, and other factors. CSFS will endeavor to provide notice to Licensor when work has commenced.

5. No License Fee. This license is granted at no cost to CSFS. CSFS is responsible for all costs associated with the performance of the activities authorized herein.

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. Colorado State University and CSFS shall at all times herein maintain general liability insurance in an amount not less than Five Million Dollars (\$5,000,000) per occurrence. A certificate of insurance evidencing such coverage shall be provided to the Licensor together with this Agreement at the time of execution.

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
5060 Campus Delivery
Fort Collins, CO 80523-5060

With a copy to:

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

LICENSOR:

THE STIRLEY A. CISMOSKI, TRUST
c/o David R. Cismoski, Trustee
473 WHITNEY BAY
WINDSOR, CO 80550-6170

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.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

LICENSOR:

By: 

Print Name & Title:

DAVID R. CISMOSKI
Trustee

Date: 12/01/2010

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

By: 

Date: 12-6-10

Jeff Jeff Jahnke
Director, Colorado State Forest Service