

S E R V I C E A G R E E M E N T

THIS AGREEMENT, made this 13 day of February 1995, by and between Robert & Anne Mitchell, who resides at P.O. Box 315 Hudson, Colorado 80642, hereinafter referred to as the LANDOWNER, and the State Board of Agriculture, in behalf of the Colorado State Forest Service, Boulder District, 936 Lefthand Canyon Drive, Boulder, CO 80302 (442-0428), hereinafter referred to as the FOREST SERVICE; and

WHEREAS, the FOREST SERVICE has the expertise to provide forest practice services; and

WHEREAS, the LANDOWNER desires to implement forest practices described in this Agreement.

NOW, THEREFORE, it is hereby agreed that:

1. LANDOWNER warrants that he/she is the owner of the property described as follows, or has obtained authority from the owner of said property to grant all rights to the FOREST SERVICE provided for in this Agreement. The property is described as follows: 320 acres located in the SW1/4, W1/2 of the NW1/4, and the W1/20 of the SE 1/4, of section 20, Township 1N, Range 64W, in Weld Co Colorado.

2. LANDOWNER grants to FOREST SERVICE the right of access to the above described property for the following purposes: To collect all data required to develop a stewardship plan which meets the landowners objectives.

3. FOREST SERVICE agrees to provide the services specified in Paragraph 2 of this Agreement in consideration for: A sum not to exceed \$350, Payable upon receipt of said stewardship plan.

4. It is understood between the LANDOWNER and the FOREST SERVICE that this Agreement shall begin on the date first above written, and shall remain in force until April 30th 1995

5. This Agreement may be terminated by either party ten (10) days following written notice to the other party.

6. FOREST SERVICE may assign the rights provided for in this Agreement to a subcontractor of its choice without obtaining the approval of the LANDOWNER.

7. The Colorado State Forest Service shall maintain during the life of this Agreement such liability insurance as is required by Colorado law.

8. This Agreement shall be extended due to inability of the FOREST SERVICE to perform the work due to circumstances

beyond its control or is mutually agreed to by the LANDOWNER and FOREST SERVICE. All extensions will be written and become a part of this Agreement.

9. Financial obligations of FOREST SERVICE payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available.

10. The FOREST SERVICE agrees as part of this Agreement that it will comply with all applicable laws regarding discrimination on the basis of race, creed, color, sex, or handicap including but not limited to Executive Order 11246 as amended or as may be further amended hereafter.

11. The laws of the state of Colorado and rules and regulations issued pursuant thereto shall be applied in the interpretation, execution and enforcement of this Agreement.

12. The signatories hereto aver that they are familiar with 18-8-301, et. seq., (Bribery and Corrupt Influences) and 18-8-401, et. seq., (Abuse of Public Office), C.R.S. 1973, as amended, and that no violation of such provision is present.

13. The signatories aver that to their knowledge no FOREST SERVICE employee has any personal or beneficial interest whatsoever in the services or property described herein.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day first above written.

Anne Mitchell Robertn [Signature] 2-13-95
LANDOWNER DATE

Richard C. Gray 2-13-95
FORESTER DATE
COLORADO STATE FOREST SERVICE

