

Colorado
State
FOREST
SERVICE

Fort Collins District
5075 Campus Delivery, CSU
Fort Collins, CO 80523-5075
(970) 491-8660
FAX (970) 491-8645

FILE

December 6, 2004

Fred Castor
950 Southridge Greens #43
Fort Collins, CO 80525

Dear Fred,

I hope all is well. Enclosed is a copy of the signed *LICENSE TO ENTER UPON LAND AND RELEASE OF LIABILITY* for your files.

On another note, I have accepted a new position with the Colorado State Forest Service as the Fire Management Field Coordinator for northeastern Colorado. As you can imagine, I have mixed emotions about leaving the Fort Collins District.

Wendy McCartney is my replacement and she will be responsible for the Stringtown project. I have complete confidence that Wendy will see to it that the project is completed. I will continue to be available to help out Wendy if she needs it. I have thoroughly enjoyed working with you over the years and, since I'll still be in Fort Collins, plan to touch base from time to time.

As always, please give me a call if you have any questions.

Respectfully,

David A. Farmer
Acting District Forester

Enclosure

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 Fred Castor and ^{Margie} Doug Bjorlo (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 (map attached): **NE ¼ NE ¼ Section 34 T7N, R71W, 6th Principal Meridian, Larimer County, Colorado, plus Farnsworth Lode #18437.**
- 2. Effective Dates. This License shall be effective beginning on **July 1, 2004** and shall terminate on **December 31, 2007**. 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;
 - to perform the following other activities: **Fuels reduction activities including, but not limited to, tree cutting and removal, thinning, harvesting, and slash treatment. Slash treatment will be** lopped and scattered, chipped, hand piled for burning, and/or machine piled for burning (Check all that apply).
- 4. License Fee. Licensee shall pay a fee to Licensor in the amount of **\$0.00** 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: ~~Alvare~~
~~Fred Castor/Doug Bjorlo~~
c/o Fred Castor
950 Southridge Greens #43
Fort Collins, CO 80525
(970) 377-1761

With a copy to:

Contracts Manager
309 Administration Bldg.
6001 Campus Delivery
Fort Collins, CO 80523-6001

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.

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

LICENSOR:

By: Fred Castor
Fred Castor, Property Owner
Print Name & Title

By: Margie V. Bjorlo
Mar 92 Doug Bjorlo, Property Owner
Print Name & Title

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

By: Jim Hubbard
for **Jim Hubbard**
Director, Colorado State Forest Service

CORPORATIONS:
(A corporate seal or attestation is required.)

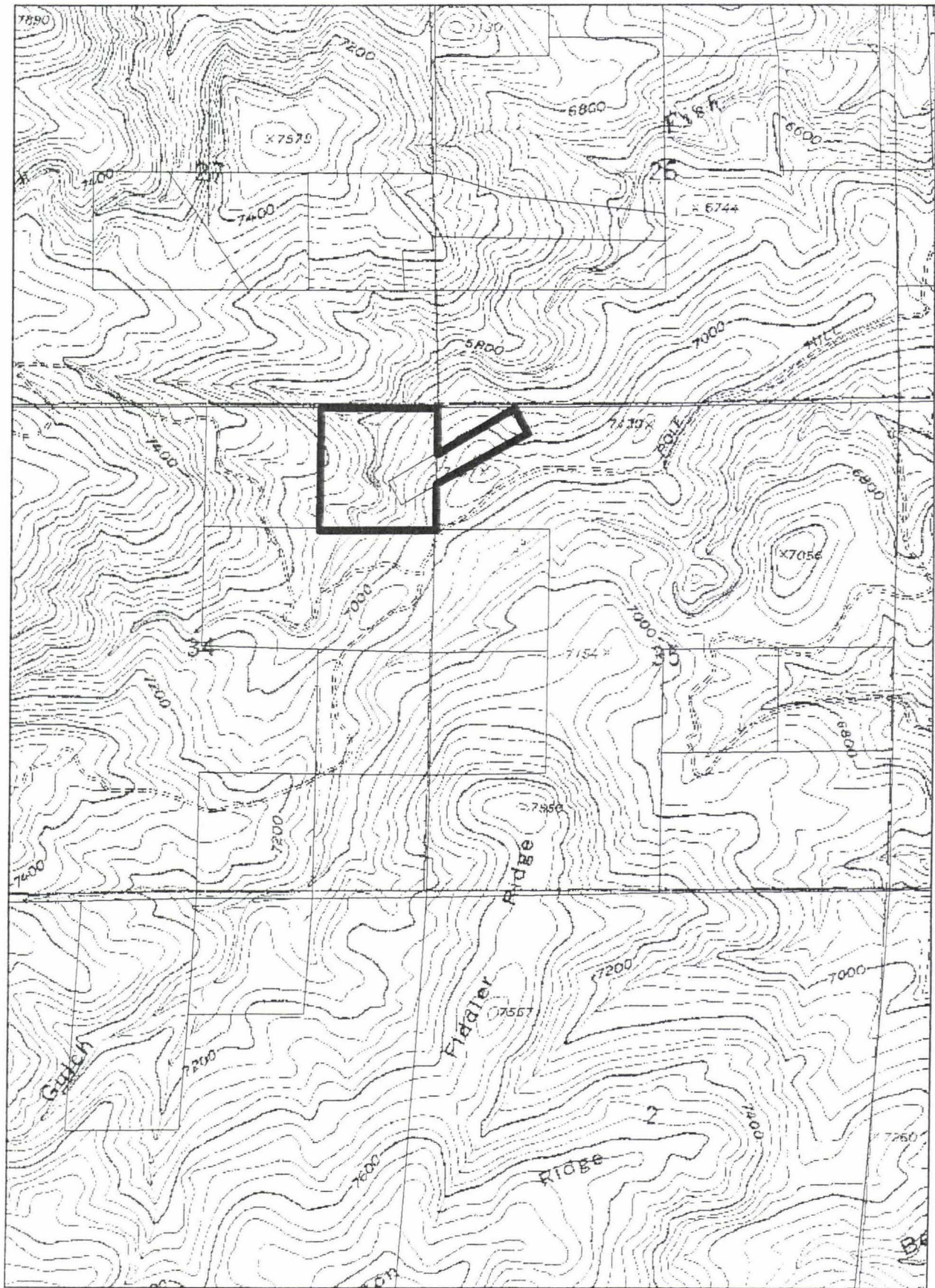
APPROVED AS TO FORM:
By: (not required - RWS)
Robert Schur
University Contracts Manager

Attest (Seal)
By: _____
(Corporate Secretary or Equivalent)

CSFS Fort Collins District contact:
Dave Farmer
CSFS Fort Collins District
5075 Campus Delivery
3843 W. LaPorte Avenue
Colorado State University
Fort Collins, CO 80523
(970) 491-8445
(970) 491-8645 Fax

Stringtown Gulch Fuels Reduction Project

Castor/Bjorlo Property - NE1/4 NE1/4 Sec 34 T7N T71W
plus the Farnsworth Lode #18437





Fort Collins District
5075 Campus Delivery, CSU
Fort Collins, CO 80523-5075
(970) 491-8660
FAX (970) 491-8645

September 23, 2004

Fred Castor
950 Southridge Greens #43
Fort Collins, CO 80525

Dear Fred,

As always, it was good to talk to you today. Enclosed is a copy of the management unit map from your forest management plan and two copies of the *LICENSE TO ENTER UPON LAND AND RELEASE OF LIABILITY*. The license replaces the expired Service Agreement we had and is necessary to continue the Front Range Fuels Treatment Project on your property. After reviewing the License and assuming all is in order, please sign and return both copies to me at the above address. I will then get the CSU/CSFS signatures and return a completed copy to you. We will be one step closer to actually hiring a contractor and get the thinning done.

I had been hoping to get all the property owners in Stringtown together and get one contractor to complete the thinning. Due to the delays in getting everyone to sign the License we may just work with property owners individually or in smaller groups as the Licenses get signed. If we can get all the Licenses signed soon, so much the better. I am anxious to initiate the actual thinning.

In the meantime, please give me a call if you have any questions.

Respectfully,

David A. Farmer
Acting District Forester

Enclosures

LICENSE TO ENTER UPON LAND AND RELEASE OF LIABILITY

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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.

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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;
 - to perform the following other activities: **Fuels reduction activities including, but not limited to, tree cutting and removal, thinning, harvesting, and slash treatment. Slash treatment will be** lopped and scattered, chipped, hand piled for burning, and/or machine piled for burning (Check all that apply).
4. License Fee. Licensee shall pay a fee to Licensor in the amount of **\$0.00** 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.

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

LICENSOR:
Fred Castor/Doug Bjorlo
c/o Fred Castor
950 Southridge Greens #43
Fort Collins, CO 80525
(970) 377-1761

With a copy to:

Contracts Manager
309 Administration Bldg.
6001 Campus Delivery
Fort Collins, CO 80523-6001

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.

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

LICENSOR:

By: _____

Fred Castor, Property Owner
Print Name & Title

By: _____

Doug Bjorlo, Property Owner
Print Name & Title

CORPORATIONS:

(A corporate seal or attestation is required.)

Attest (Seal)

By: _____

(Corporate Secretary or Equivalent)

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

By: _____

Jim Hubbard
Director, Colorado State Forest Service

APPROVED AS TO FORM:

By: _____

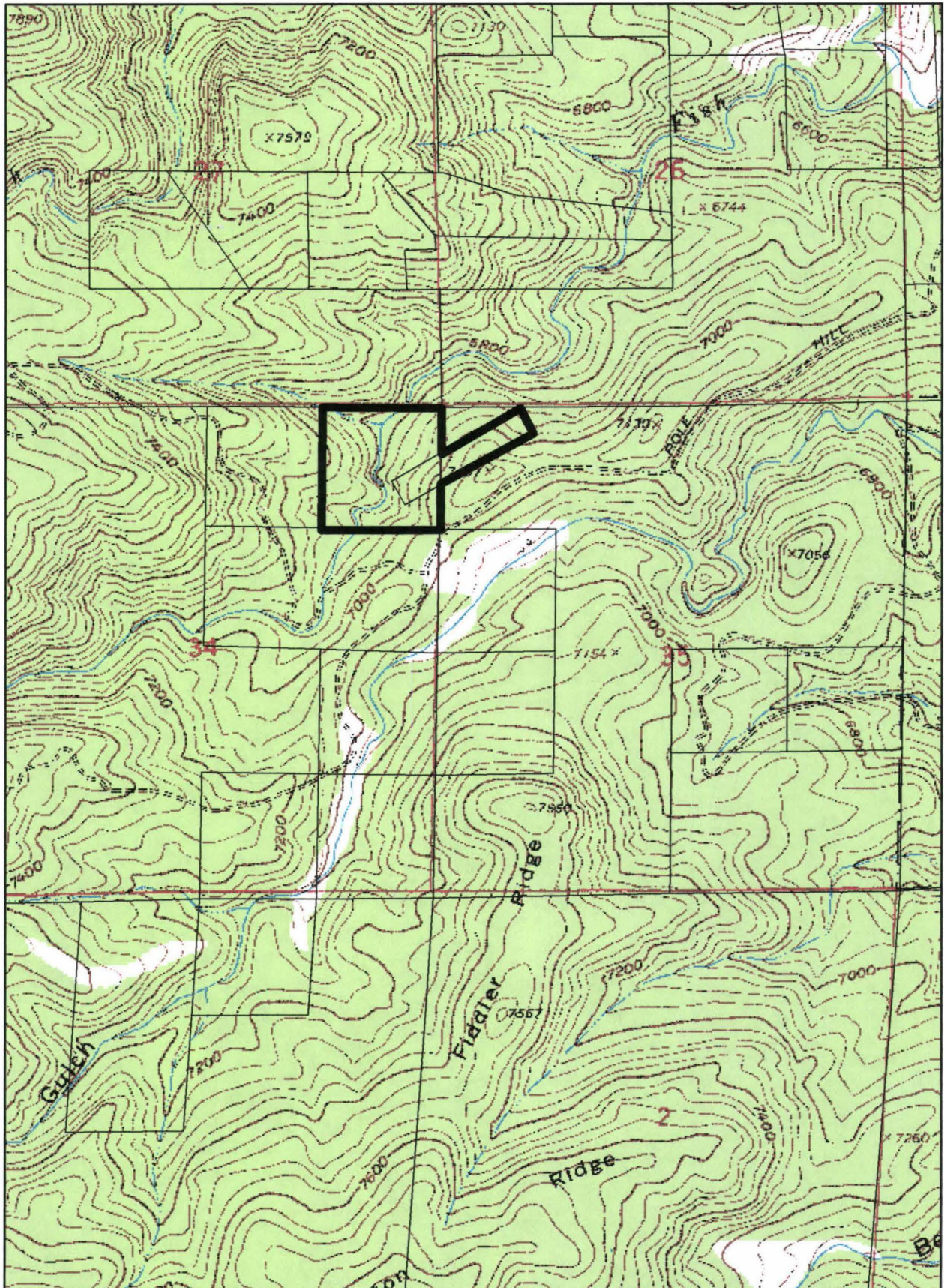
Robert Schur
University Contracts Manager

CSFS Fort Collins District contact:

Dave Farmer
CSFS Fort Collins District
5075 Campus Delivery
3843 W. LaPorte Avenue
Colorado State University
Fort Collins, CO 80523
(970) 491-8445
(970) 491-8645 Fax

Stringtown Gulch Fuels Reduction Project

Castor/Bjorlo Property - NE1/4 NE1/4 Sec 34 T7N T71W
plus the Farnsworth Lode #18437





Fort Collins District
5075-Campus Delivery, CSU
Fort Collins, CO 80523-5075
(970) 491-8445
FAX (970) 491-8645

January 15, 2004

Fred Castor
950 Southridge Greens #43
Fort Collins, CO 80525

Re: Stringtown Fuels Treatment Project

Dear Fred,

As I mentioned in our phone conversation, I need to update our service agreement. Attached are two copies of the service agreement allowing the Colorado State Forest Service (CSFS) access to your property for planning and implementing fuels treatment projects. Please review the agreement and, if you don't have any questions, return one signed copy to me at the above address. Also, please initial Appendix A and Appendix B where designated at the bottom of the page. The second copy is for your records.

Please call me at 491-8445 if you have any questions. As always, I can also be reached at home in the evenings (223-3403).

I am excited about this project and am looking forward to seeing forestry work accomplished in Stringtown Gulch.

Respectfully,

A handwritten signature in cursive script that reads "Dave Farmer".

David A. Farmer
Assistant District Forester

Enclosures