

MEMORANDUM

Colorado State Forest Service
Fort Collins District

Date: 7/1/04

TO: Fox file – Stringtown Gulch Fuels Reduction Project

FROM: Dave Farmer

Subject: Mr. and Mrs. Fox withdrew from the Stringtown Gulch Fuels Reduction Project on 6/23/04 due to concerns of possible damage to property and cutting too many trees.

David A. Farmer

Note: original 'Service Agreement' (pre-License) was never returned with signature. Left on good terms w Mr. + Mrs. Fox.

DAF

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 **Mike and Mary Fox** (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): **NW ¼ SE ¼ Section 25 T7N, R71W, 6th Principal Meridian, Larimer County, Colorado.**
2. Effective Dates. This License shall be effective beginning on **June 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 (lop & scatter, pile and burn, and chipping).
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 gross negligence or intentional acts of the Licensor). Licensor hereby releases the Licensees, and any of them, from any and all liability or responsibility for injuries caused to the Property as a result of the activities allowed under this License (except for injuries caused by the gross negligence or intentional acts of a Licensee, but as to such injuries, nothing herein shall be construed or applied as a waiver of any immunity provided by law). The Parties understand and agree that the liability of the State of Colorado and CSFS is at all times herein governed and controlled by the Governmental Immunity Act, C.R.S. sections 24-10-101, et seq., as now or hereafter amended).

C. 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:

Mike and Mary Fox
PO Box 365
Masonville, CO 80541
(970) 493-0372

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.** Licensors 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 Licensors 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: _____
(Property Owner signature)

Mike and Mary Fox, Property Owners

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:

By: _____
Robert Schur
University Contracts Manager

CSFS Fort Collins District contact:

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