

COLORADO STATE FOREST SERVICE

RUDY HARBURG

THIS AGREEMENT, made this 12th day of April, 1992, by and between the Colorado State Board of Agriculture on behalf of the Colorado State Forest Service, 936 Lefthand Canyon, Boulder, CO 80302, hereinafter referred to as CSFS, and Rudy Harburg, whose address is 1020 Mapleton, Boulder, CO 80302, hereinafter referred to as the LANDOWNER; and

WHEREAS, CSFS has the expertise to provide the services described below; and

WHEREAS, LANDOWNER desires to implement the practices described below;

NOW, THEREFORE, it is hereby agreed that:

1. LANDOWNER warrants that he is the owner of the property described below, or has obtained permission from the owner of said property to grant all rights and provisions provided in this Agreement. The property is described as follows:

Part of N3/4 W1/2 W1/2 SW1/4 SE1/4, Sec 7, T1N, R70W,
S.P.M., containing slightly 7.5 acres.

2. LANDOWNER grants to CSFS the right of access to the above described property for purposes of:

- A. Preparing the site (2.1 acres) for machine planting and
- B. Machine-planting 1430 seedlings to form a windbreak.

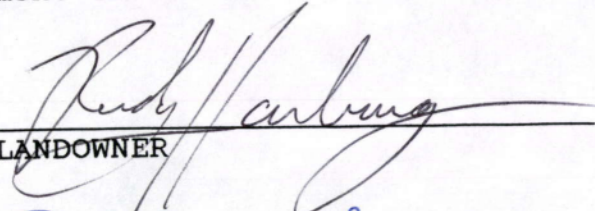
3. CSFS agrees to provide the above services in consideration for:

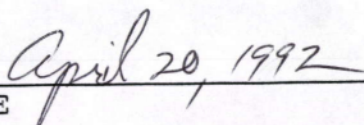
A. Site Preparation - 2.1 acres @ \$100.00/acre	\$ 210.00
B. Machine Planting - 1430 trees @ \$0.40 ea.	<u>572.00</u>
	\$ 782.00

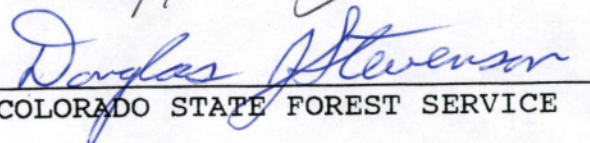
4. This Agreement shall begin on the date first above written and shall remain in force until July 31, 1992.
5. This Agreement may be terminated by either party ten (10) days following written notice to the other party.
6. CSFS and its subcontractors shall maintain during the life of this Agreement, such liability insurance as is required by Colorado law.

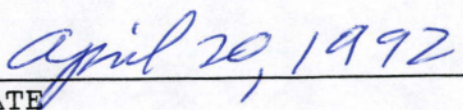
7. This Agreement shall be extended due to inability of CSFS to perform work due to circumstances beyond its control, or as mutually agreed by LANDOWNER and CSFS. All extensions will be in writing and become part of this Agreement.
8. Financial obligations of CSFS payable after the current fiscal year are contingent on funds for that purpose being appropriated, budgeted and otherwise made available.
9. CSFS agrees 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.
10. 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.
11. The signatories hereto aver that to their knowledge no CSFS employee has any personal or beneficial interest whatsoever in the property described herein.

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


LANDOWNER


DATE


COLORADO STATE FOREST SERVICE


DATE

Rudy Harburg

6/16/92

No weed barrier at all on plums

3' squares only on pines in
north ~~center~~ row.

Weed barrier inadequate along
440 feet of PP on northeast & southeast
ends of pine row & east end of south
row.

39.4 MM

19.7 MM

Harburg Inspection Results

441

South Row

Start at 6' wide barrier

41p 23 trees south side PP

144p ~~76~~ trees west side PP

Plum rows not protected.

West row

64p 20 trees properly covered w/
barrier out of 31

III East row

133p 73 trees

7/1/92

1802 ft

1.2 Acres

172 trees

Trees	\$139.32
Tax	<u>4.18</u>
	\$143.50
Mtg	68.80
Site Prep	<u>72.18</u>
	284.48

\$214.36
<u>278.25</u>
490.61
<u>0.75</u>
\$368

\$782⁰⁰ mtg for

1048 ft of row

site-prep, planted,
+ barbed.

369.⁸⁷ weed barrier