

Colorado State Forest Service
Fort Collins District
Memorandum

TO: Jan Hackett

FROM: Norland K. Hall

DATE: August 26, 2004

SUBJECT: WUI Grant Reimbursement

Project No.: 7130-005-SO 07-4

Landowner: Rocky Ridge Music Center

Attached are documents requesting reimbursement. The project has been inspected. I have reviewed the documents and recommend reimbursement of **\$3,600**.

WILDLAND URBAN INTERFACE INCENTIVES D-SPACE PROGRAM ACCOMPLISHMENT REPORT FOR REIMBURSEMENT

2003

Project No. 7130-005-5007-4

Applicant name (please print): Rocky Ridge Music Center

Accomplishment (number of defensible spaces, acres thinned, number of fuel breaks, etc.):

No. of D-spaces= 1 Acres slash disposal= 2 Acres fuel breaks = _____

Acres thinned= 2 Acres pruned= 2

	Amount paid to CSFS	Other Contracted Services ¹	Landowner Services ²	Totals
Labor Cost		6054.25	46.72	A Labor Cost= 6100.97
Operating Exp ^{3,*}				B Oper. Exp.= 1247.98
Revenue Generated (from sale of wood products only) ^{4,*}				C Revenue= 0
Project Cost				D Total Project (A+B-C) = 7348.95
				Amount Originally Approved = 3600.00
	Total Amount paid to CSFS for Products and/or Services =			Amount to be Reimbursed ⁵ (.5XD) = 3600.00

¹ Any contracted services where payment was made for services, other than CSFS.

² Use up to \$ 11.68/hour for Landowner time. This is the maximum allowable.

³ Equipment rental, supplies, etc. needed to complete project. (Tools and Equipment purchases are not reimbursable.)

⁴ Any revenue generated from the sale of wood products is deducted from total project cost.

⁵ Reimbursement amount cannot exceed amount approved. No partial payments.

* Attach receipts (contractor costs, your time ledger, gas, oil, etc. Keep copies for your files.

Landowner Signature: Kathleen Smith-Warren Date: Aug 24, 2004

Mailing Address: 465 Longs Peak Rd City: Estes Park State: CO

Zip: 80517 Community: _____ County: Larimer Phone: 970 586-4031

Practice certified by: [Signature] Date: 8/26/04

Payment Approval: _____ Amount: _____ Date: _____

Return this form along with your completed W9 form to your local **Colorado State Forest Service District Office**. Keep copies for your files. The IRS considers reimbursable funds as ordinary income. Please consult your tax advisor. Also complete the accompanying W9 form and submit with this form.

**Colorado
State
FOREST
SERVICE**

2003 SFA Grants



Rocky Ridge Music Center

465 Longs Peak Road
Estes Park, CO 80517
website: www.rockyridge.org
970-586-4031

Norland K. Hall
Colorado State Forest Service
5075 Campus Delivery
Fort Collins, CO 80523-5075

August 23, 2004

Dear Norland:

I have attached the completed forms and time sheets for the Wildland Urban Interface Incentives D-Space Program (WUI).

We were happy to be chosen to participate and happy with the results which have made our forest safer and healthier.

Regards,

Katharine Smith-Warren
Director of Finance and Development

Wildland D-Space costs
Rocky Ridge Music Center

July 20-Aug 9	hours	rate	total
Jon Bell	84	25	2100
student work crew	199	\$5.00	\$995.00
Luke Harrison	5	9.5	47.5
Jon Opperman	16	8	128
time			3270.5
chipper rental			352.89
chain saw chains			65.04
oil			5.49
gloves			18.33
			3712.25

Aug 10-Aug14

work crew			
Brian Jack 8/3-8/9	15.5	8	124
Brien Jack 8/10-14	21.25	8	170
Jana Pielstick	20	8	160
Janny Joo	11.5	8	92
Rebecca Gray 8/2-13	7	8	56
Jeff Rubin	12	8	96
Luke Harrison 8/13-14	7	9.5	66.5
Jon Opperman			324
materials			104.98
			1193.48

Aug 15-23th

Jon Bell	42	25	1050
Jon Opperman	20	8	160
Luke Harrison	17.5	9.5	166.25
Mark Snyder/owner/bc	4	11.68	46.72
Rebecca Gray	20	8	160
Jesse Garcia	20	8	160
chipper rental			284.12
chipper fuel			31.83
lopper			26.9
mileage to pu chipper and equipmentl			142.5
tires for ox			32.15
truck rental			155.45
saw chain			55.2
marking tape			
			2471.12

7200 project total

spent as of Aug 14

3712.25 July 20-Aug 9
1193.47 Aug 10-14
2471.12 Aug 15-23

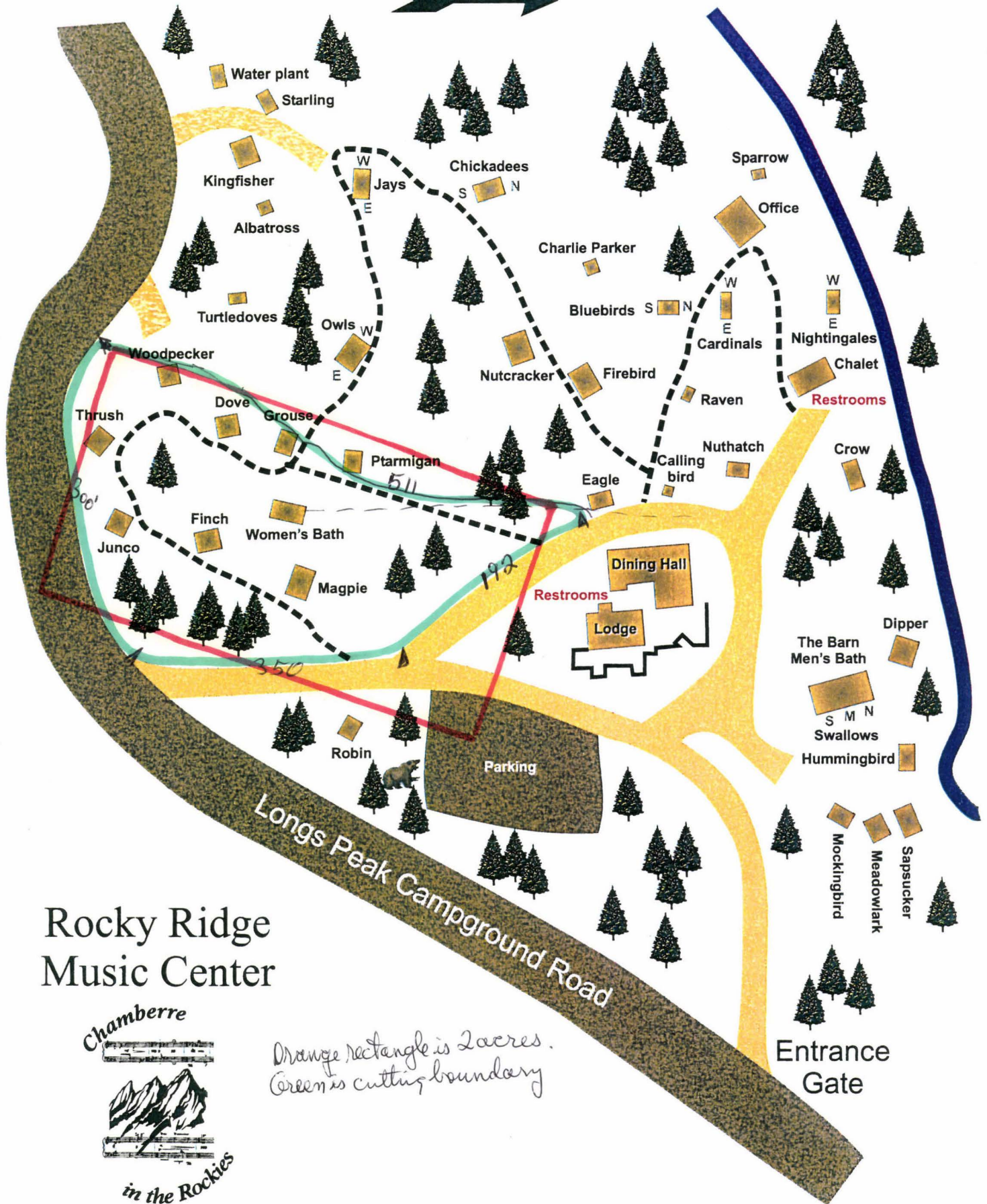
7376.84

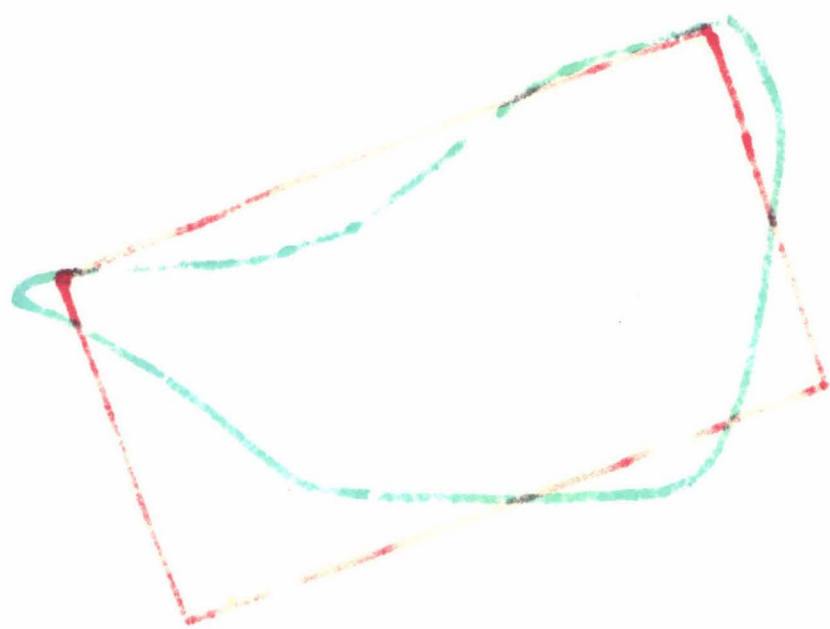
3600 CO State Forest
3776.84 Rocky Ridge

I have incurred the following expenses for completion of the Wildland Urban Interface Incentives D-space Program practice for which I have been funded. These expenses are itemized below. Labor rate to be used if landowner is doing the work = \$11.68/hr.

Kathleen Smith Warren
Landowner Signature

[illegible]







estes park

Rent All^{inc}

**1120 Manford Ave.
Estes Park, Colorado 80517**

CONTRACT / INVOICE

PHONE: 970/586-2158

FAX: 970/586-5207

Hours: Monday — Saturday 7:30 am — 5:30 pm

**RENTAL RATES QUOTED COVER 8 HOUR DAY,
OR 40 HOUR WEEK**

NOTICE: CLOSED SUNDAY AND HOLIDAYS

Rental rates over Sunday or Holidays: Rented Saturday AM, 2 day charge; Rented Saturday noon thru 4 PM, 1½ day charge; Rented Saturday after 4 PM, 1 day charge. Above applies provided equipment returned by 9 AM Monday morning.

RENTAL ONLY — NOT FOR SALE

**CUSTOMER IS RESPONSIBLE
FOR ALL DAMAGE TO TIRES**

HEREINAFTER CALLED THE LESEE

WITNESSETH: Under the general conditions of the lease printed on the reverse side, the Lessee hereby leases from ESTES PARK RENT ALL of Estes Park, Colorado, certain Machinery and other personal property hereinafter called "Equipment", which is described as follows:

INVOICE

**BILL TO: ROCKY RIDGE MUSIC CENTER
4600 VALLEY RD STE 312
LINCOLN NE 68510**

**INVOICE #: 42162
INVOICE DATE: 07/26/2004**

**SHIP TO: ROCKY RIDGE MUSIC CENTER
4600 VALLEY RD STE 312
LINCOLN NE
68510**

**CUSTOMER: 1568
TEL: 586-4031
TERMS: NET 30 DAYS**

PAGE: 1 AS

PRODUCT #	DESCRIPTION	STATUS	QTY	UNIT PRICE	AMOUNT
10515	MIX OIL, 6PK 2.60Z	SOLD	1	5.79	5.79
669	FILES, CHAINSAW	SOLD	2	1.29	2.58
5830	EAR PLUG,FOAM	SOLD	3	.49	1.47

**TOT RENTALS: .00 TOT SALES 9.84 TOT SERVICES: .00 SUBTOTAL: 9.84
NO TAX
TOTAL: 9.84
BALANCE DUE: 9.84**

**NOT RESPONSIBLE FOR LOADING OR
SECURING EQUIPMENT IN VEHICLES, NOR
DAMAGE TO VEHICLE OR EQUIPMENT
DURING TRANSPORT.**

1.5% PER MONTH LATE PAYMENT WILL BE MADE ON ALL AMOUNTS UNPAID AFTER 30 DAYS FROM DUE DATE, RESULTING IN AN ANNUAL PERCENTAGE RATE OF 18%. IN EVENT OF DEFAULT, PURCHASER AGREES THAT COLLECTION COSTS, INCLUDING REASONABLE ATTORNEY FEES, MAY BE RECOVERED.

The Lessee agrees to pay Owner, in Estes Park, Colorado, rentals at the rates above stated in advance for each installment period for the minimum guaranteed rental period and thereafter until the Equipment is returned to Owner's yard in Estes Park, Colorado. If a specific rate is not stated Lessee agrees to pay at the current rate listed on Estes Park Rent All price schedule available for inspection at our office. After its return the Equipment will be checked for shortages and condition; pick-up receipt does not constitute a clearance to Lessee. There are no representations or obligations except as expressed in this Contract which sets for the entire agreement of the parties, and may not be modified except by a writing signed by Lessee and Owner. Lessee hereby acknowledges that Lessee has inspected and examined the Equipment to the satisfaction of Lessee and that the Equipment is received in good order and repair.

The provisions on the back of this form are part of this contract. I have read the terms of this contract and agree to all conditions.

X

LESSEE

by

**SAVE MONEY — RETURN EQUIPMENT CLEAN AND NOT ABUSED OR DAMAGED
WE CHARGE 7 DAYS A WEEK — WE CHARGE FOR TIME OUT, NOT TIME USED**

READ CAREFULLY

COLORADO LAW CONCERNING THEFT OF RENTAL PROPERTY, C.R.S. 73, § 18-4-402, AMENDED BY SESSION LAWS OF COLORADO 1977 18-4-402. THEFT OF RENTAL PROPERTY.

- (1) A person commits theft of rental property if he:
- (a) Obtains the temporary use of personal property of another, which is available only for hire, by means of threat or deception, or knowing that such use is without the consent of the person providing the personal property; or
 - (b) Having lawfully obtained possession for temporary use of the personal property of another which is available only for hire knowingly fails to reveal the whereabouts of or to return said property to the owner thereof or his representative or to the person from whom he has received it within seventy-two (72) hours after the time at which he agreed to return it.
- (2) Theft of rental property is a class 3 misdemeanor where the value of the property involved is less than fifty dollars.
- (3) Theft of rental property is a class 2 misdemeanor where the value of the property involved is fifty dollars or more and is less than two hundred dollars.
- (4) Theft of rental property is a class 4 felony where the value of the property involved is two hundred dollars or more and is less than ten thousand dollars.
- (5) Theft of rental property is a class 3 felony where the value of the property involved is ten thousand dollars or more.

ADDITIONAL LEASE PROVISIONS

This is a bailment and is not to be construed as a sale contract or a conditional sale contract. The intent is that Owner is hereby renting and leasing the Equipment only. It is understood and agreed the Equipment shall remain personal property at all times, notwithstanding the manner of its annexations to realty. The Lease is personal to the Lessee; no rights hereunder may be transferred without Owner's written consent.

The Equipment subject to this Lease includes all replacement parts, additions and accessories.

Lessee agrees to keep the Equipment, during the full period Lessee is renting it from Owner, in Lessee's custody at the place specified, and not remove, sublease or re-rent it without the Owner's consent in writing first obtained. Lessee agrees to keep the Equipment in the same condition as when received. The Lessee agrees to keep the Equipment in repair at the Lessee's expense. The receipt of the Equipment in good order and repair is hereby acknowledged by Lessee. It is expressly understood and agreed that Owner shall not be liable for damages of any kind whatsoever, whether to person or property, or for loss of time or any other loss arising from the use of, or in any way connected with the Equipment, whatsoever, whether to person or property, or for loss of time or any other loss arising from the use of, or in any way connected with the Equipment, or any part thereof, from whatever cause arising. Lessee agrees to hold Owner free from all such damages. The Lessee agrees to pay or reimburse the Owner, on return of the Equipment to the Owner, for all charges incidental to all breakage, shortages, or damage, other than ordinary wear to the Equipment, during the term of this Lease. The Lessee hereby assumes all risks of fire or other casualty, and agrees to indemnify Owner for all damage or loss to the Equipment from fire or other casualty.

Lessor, at Lessor's sole discretion may report property stolen if held three (3) days (72 hrs.) beyond "Due in" date. Lessor at Lessor's sole discretion, may revert all charges to the daily rate if any monthly statement or invoice is not promptly paid. Lessor will not refund on any item out over thirty (30) minutes. Lessor will extend credit for the like amount on any item provided Lessee uses this credit within a period of fifteen (15) days from the out date of Contract.

Lessee further agrees to use the Equipment for only one shift of eight (8) hours per day of twenty-four (24) hour day or more than forty (40) hours in any seven-day week, then such additional time is to be paid for by Lessee at 100% of the stated rental rate for each additional shift or part of a shift.

OPERATORS: Lessee shall cause the equipment to be operated by competent employees only, and shall pay all expenses of operation. Lessee shall not permit the equipment to be used for any purpose for which not designed or intended, or to be neglected or abused.

Lessee agrees to pay any and all state taxes, use taxes and other assessments levied on the Equipment or on account of this Lease, other than general personal property taxes for the State of Colorado.

EXCLUSION OF WARRANTIES OF MERCHANTABILITY AND WARRANTIES OF FITNESS: LIMITATION OF OWNER'S LIABILITY: Lessee is skilled and experienced in the use of and operation of the Equipment and Lessee has made the selection and decision to lease the Equipment based solely on Lessee's own judgement. OWNER DOES NOT MAKE ANY WARRANTY OF MERCHANTABILITY OR FITNESS NOR ANY OTHER WARRANTY. The Equipment is leased with all faults AS - IS AND WHERE - IS. Owner shall not be liable for consequential damages.

NON-WAIVER: Time is of the essence. Owner's failure at any time to require strict performance by Lessee of any of the provisions hereof shall not waive or diminish Owner's right thereafter to demand strict compliance therewith or with any other provision. Waiver of any default shall not waive any other default. Owner's rights hereunder are cumulative and are not alternative.

If Lessee fails to perform anything herein required, or fails to pay any sum when due, or if an attachment is levied against the Equipment, or attempted by a creditor of Lessee, or if bankruptcy or reorganization proceedings are filed by or against Lessee, the Owner may, at its option and without notice, enter the premises in which the Equipment, or any part thereof, is located, and without hindrance, directly or indirectly on the part of Lessee, take possession of the Equipment, and the Lessee hereby agrees to pay all expenses, including reasonable Attorney's fees, that may be incurred by Owner in enforcing this agreement, or in collecting the rent provided herein or in repossessing the Equipment.

DAMAGE WAIVER

DAMAGE WAIVER: By accepting DAMAGE WAIVER, Lessor and Lessee agree that Lessor waives any claim against Lessee for direct physical damage to the leased equipment from any external cause, EXCEPT AS FOLLOWS:

- a) The first 10% or \$500.00 of replacement cost, whichever is higher, of each claim for damage as a result of vandalism, or malicious mischief.
- b) Damage resulting from overloading or exceeding the rated capacity of equipment.
- c) Damage to motors or other electrical appliances or devices caused by artificial electric current.
- d) Damage to tires and tubes caused by blowout, bruises, cuts or other causes inherent in the use of equipment.
- e) Damage resulting from lack of lubrication or other normal servicing of equipment.
- f) Loss due to mysterious disappearance, or shortage disclosed on inventory.
- g) Damage caused by infidelity of Lessee, his employees, or persons to whom the equipment is entrusted.
- h) Use of the equipment in violation of any of the terms of this agreement.
- i) Loss of accessories, such as air hose, tool steel, electric cords, blades, welding cable, liquid fuel tanks, and other similar items are excluded from coverage.

TRUCK/TRAILER AND/OR TRAILER HITCH RENTAL ADDITIONAL TERMS: Lessee waives all claims for personal injuries, property damage to the transported goods, loss of time or inconvenience arising out of the use of the rented vehicle or trailer or any accident or breakdown. Lessee will immediately notify Lessor in the event of any accident. Lessee is responsible for all overhead damages, tire repairs, moving, parking and overload violations, traffic tolls, permits and gasoline. Lessee agrees not to operate the vehicle in a careless or negligent manner, or to operate the vehicle at excessive speed or while intoxicated. Federal law prohibits tampering with or disconnecting any motor vehicle odometer with intent to change the number of miles indicated thereon.

Use by anyone other than the following is prohibited: Lessee, his employer or employees, or persons residing permanently in Lessee's household. No person under 21 years of age may operate the vehicle or trailer and any operator must possess a valid driver's license; Lessee further agrees not to use the rented trailer with any vehicle other than the one specified in this contract. Lessor is not liable for damage to Lessee's bumper or automobile done by detachable hitches or mirrors. Lessee acknowledges that he/she has examined the coupling mechanism and safety chain, that the trailer is securely attached to Lessee's automobile on leaving Lessor's place of business, that Lessee will periodically inspect said equipment and coupling mechanism and maintain them in a safe and secure condition while in use.

Lessor shall provide an automobile liability insurance policy for the benefit of Lessee with limits of coverage equal to statutory requirements for public liability and property damage. Said insurance shall be excess insurance over any other liability insurance coverage available to Lessee, applicable after coverage under such other available insurance. Said insurance DOES NOT provide coverage of Lessee for injury to or death of Lessee or any guest or passenger of Lessee; or for any obligation under any workman's compensation or other disability law, or for any liability of Lessee or any driver while the vehicle is being used for the transportation of persons or property for hire, express or implied; or for any obligation assumed under express or implied contract; or for damages caused to any person by any uninsured motor vehicle; or for medical payments required by persons sustaining injuries while riding, entering or leaving the rented vehicle; or while the vehicle is outside the continental United States; or if used or driven under the influence of drugs or alcohol or in violation of criminal or motor vehicle statutes.



estes park

Rent All inc.

1120 Manford Ave.
Estes Park, Colorado 80517

CONTRACT / INVOICE

PHONE: 970/586-2158

FAX: 970/586-5207

Hours: Monday — Saturday 7:30 am — 5:30 pm

**RENTAL RATES QUOTED COVER 8 HOUR DAY,
OR 40 HOUR WEEK**

NOTICE: CLOSED SUNDAY AND HOLIDAYS

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INVOICE

BILL TO: ROCKY RIDGE MUSIC CENTER
465 LONGS PEAK RD
ESTES PARK CO 80517

INVOICE #: 42566
INVOICE DATE: 08/12/2004

SHIP TO: ROCKY RIDGE MUSIC CENTER
465 LONGS PEAK RD
ESTES PARK CO 80517

CUSTOMER: 1568
TEL: 586-4031
TERMS: NET 30 DAYS

PAGE: 1 SS

SST EXEMPT #: 98-16068, RENTALS AND SALES
LST EXEMPT #: 98-16068, RENTALS AND SALES

PRODUCT # DESCRIPTION	STATUS	QTY	UNIT PRICE	AMOUNT
160516X095 BAR 16" .325 .05	SOLD	1	34.44	34.44
11892 RIM SPROCKET .325 7T	SOLD	1	5.50	5.50
TOT RENTALS: .00	TOT SALES: 39.94	TOT SERVICES: .00	SUBTOTAL:	39.94
			NO TAX	
			TOTAL:	39.94
			BALANCE DUE:	39.94

NOT RESPONSIBLE FOR LOADING OR
SECURING EQUIPMENT IN VEHICLES, NOR
DAMAGE TO VEHICLE OR EQUIPMENT
DURING TRANSPORT.

1.5% PER MONTH LATE PAYMENT WILL BE MADE ON ALL
AMOUNTS UNPAID AFTER 30 DAYS FROM DUE DATE,
RESULTING IN AN ANNUAL PERCENTAGE RATE OF 18%.
IN EVENT OF DEFAULT, PURCHASER AGREES THAT
COLLECTION COSTS, INCLUDING REASONABLE ATTORNEY
FEES, MAY BE RECOVERED.

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The provisions on the back of this form are part of this contract. I have read the terms of this contract and agree to all conditions.

X

LESSEE

by

SAVE MONEY — RETURN EQUIPMENT CLEAN AND NOT ABUSED OR DAMAGED
WE CHARGE 7 DAYS A WEEK — WE CHARGE FOR TIME OUT, NOT TIME USED

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- (1) A person commits theft of rental property if he:
- Obtains the temporary use of personal property of another, which is available only for hire, by means of threat or deception, or knowing that such use is without the consent of the person providing the personal property; or
 - Having lawfully obtained possession for temporary use of the personal property of another which is available only for hire knowingly fails to reveal the whereabouts of or to return said property to the owner thereof or his representative or to the person from whom he has received it within seventy-two (72) hours after the time at which he agreed to return it.
- (2) Theft of rental property is a class 3 misdemeanor where the value of the property involved is less than fifty dollars.
- (3) Theft of rental property is a class 2 misdemeanor where the value of the property involved is fifty dollars or more and is less than two hundred dollars.
- (4) Theft of rental property is a class 4 felony where the value of the property involved is two hundred dollars or more and is less than ten thousand dollars.
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ADDITIONAL LEASE PROVISIONS

This is a bailment and is not to be construed as a sale contract or a conditional sale contract. The intent is that Owner is hereby renting and leasing the Equipment only. It is understood and agreed the Equipment shall remain personal property at all times, notwithstanding the manner of its annexations to realty. The Lease is personal to the Lessee; no rights hereunder may be transferred without Owner's written consent.

The Equipment subject to this Lease includes all replacement parts, additions and accessories.

Lessee agrees to keep the Equipment, during the full period Lessee is renting it from Owner, in Lessee's custody at the place specified, and not remove, sublease or re-rent it without the Owner's consent in writing first obtained. Lessee agrees to keep the Equipment in the same condition as when received. The Lessee agrees to keep the Equipment in repair at the Lessee's expense. The receipt of the Equipment in good order and repair is hereby acknowledged by Lessee. It is expressly understood and agreed that Owner shall not be liable for damages of any kind whatsoever, whether to person or property, or for loss of time or any other loss arising from the use of, or in any way connected with the Equipment, whatsoever, whether to person or property, or for loss of time or any other loss arising from the use of, or in any way connected with the Equipment, or any part thereof, from whatever cause arising. Lessee agrees to hold Owner free from all such damages. The Lessee agrees to pay or reimburse the Owner, on return of the Equipment to the Owner, for all charges incidental to all breakage, shortages, or damage, other than ordinary wear to the Equipment, during the term of this Lease. The Lessee hereby assumes all risks of fire or other casualty, and agrees to indemnify Owner for all damage or loss to the Equipment from fire or other casualty.

Lessor, at Lessor's sole discretion may report property stolen if held three (3) days (72 hrs.) beyond "Due in" date. Lessor at Lessor's sole discretion, may revert all charges to the daily rate if any monthly statement or invoice is not promptly paid. Lessor will not refund on any item out over thirty (30) minutes. Lessor will extend credit for the like amount on any item provided Lessee uses this credit within a period of fifteen (15) days from the out date of Contract.

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OPERATORS: Lessee shall cause the equipment to be operated by competent employees only, and shall pay all expenses of operation. Lessee shall not permit the equipment to be used for any purpose for which not designed or intended, or to be neglected or abused.

Lessee agrees to pay any and all state taxes, use taxes and other assessments levied on the Equipment or on account of this Lease, other than general personal property taxes for the State of Colorado.

EXCLUSION OF WARRANTIES OF MERCHANTABILITY AND WARRANTIES OF FITNESS: LIMITATION OF OWNER'S LIABILITY: Lessee is skilled and experienced in the use of and operation of the Equipment and Lessee has made the selection and decision to lease the Equipment based solely on Lessee's own judgement. OWNER DOES NOT MAKE ANY WARRANTY OF MERCHANTABILITY OR FITNESS NOR ANY OTHER WARRANTY. The Equipment is leased with all faults AS - IS AND WHERE - IS. Owner shall not be liable for consequential damages.

NON-WAIVER: Time is of the essence. Owner's failure at any time to require strict performance by Lessee of any of the provisions hereof shall not waive or diminish Owner's right thereafter to demand strict compliance therewith or with any other provision. Waiver of any default shall not waive any other default. Owner's rights hereunder are cumulative and are not alternative.

If Lessee fails to perform anything herein required, or fails to pay any sum when due, or if an attachment is levied against the Equipment, or attempted by a creditor of Lessee, or if bankruptcy or reorganization proceedings are filed by or against Lessee, the Owner may, at its option and without notice, enter the premises in which the Equipment, or any part thereof, is located, and without hindrance, directly or indirectly on the part of Lessee, take possession of the Equipment, and the Lessee hereby agrees to pay all expenses, including reasonable Attorney's fees, that may be incurred by Owner in enforcing this agreement, or in collecting the rent provided herein or in repossessing the Equipment.

DAMAGE WAIVER

DAMAGE WAIVER: By accepting DAMAGE WAIVER, Lessor and Lessee agree that Lessor waives any claim against Lessee for direct physical damage to the leased equipment from any external cause, EXCEPT AS FOLLOWS:

- The first 10% or \$500.00 of replacement cost, whichever is higher, of each claim for damage as a result of vandalism, or malicious mischief.
- Damage resulting from overloading or exceeding the rated capacity of equipment.
- Damage to motors or other electrical appliances or devices caused by artificial electric current.
- Damage to tires and tubes caused by blowout, bruises, cuts or other causes inherent in the use of equipment.
- Damage resulting from lack of lubrication or other normal servicing of equipment.
- Loss due to mysterious disappearance, or shortage disclosed on inventory.
- Damage caused by infidelity of Lessee, his employees, or persons to whom the equipment is entrusted.
- Use of the equipment in violation of any of the terms of this agreement.
- Loss of accessories, such as air hose, tool steel, electric cords, blades, welding cable, liquid fuel tanks, and other similar items are excluded from coverage.

TRUCK/TRAILER AND/OR TRAILER HITCH RENTAL ADDITIONAL TERMS: Lessee waives all claims for personal injuries, property damage to the transported goods, loss of time or inconvenience arising out of the use of the rented vehicle or trailer or any accident or breakdown. Lessee will immediately notify Lessor in the event of any accident. Lessee is responsible for all overhead damages, tire repairs, moving, parking and overload violations, traffic tolls, permits and gasoline. Lessee agrees not to operate the vehicle in a careless or negligent manner, or to operate the vehicle at excessive speed or while intoxicated. Federal law prohibits tampering with or disconnecting any motor vehicle odometer with intent to change the number of miles indicated thereon.

Use by anyone other than the following is prohibited: Lessee, his employer or employees, or persons residing permanently in Lessee's household. No person under 21 years of age may operate the vehicle or trailer and any operator must possess a valid driver's license; Lessee further agrees not to use the rented trailer with any vehicle other than the one specified in this contract. Lessor is not liable for damage to Lessee's bumper or automobile done by detachable hitches or mirrors. Lessee acknowledges that he/she has examined the coupling mechanism and safety chain, that the trailer is securely attached to Lessee's automobile on leaving Lessor's place of business, that Lessee will periodically inspect said equipment and coupling mechanism and maintain them in a safe and secure condition while in use.

Lessor shall provide an automobile liability insurance policy for the benefit of Lessee with limits of coverage equal to statutory requirements for public liability and property damage. Said insurance shall be excess insurance over any other liability insurance coverage available to Lessee, applicable after coverage under such other available insurance. Said insurance DOES NOT provide coverage of Lessee for injury to or death of Lessee or any guest or passenger of Lessee; or for any obligation under any workman's compensation or other disability law, or for any liability of Lessee or any driver while the vehicle is being used for the transportation of persons or property for hire, express or implied; or for any obligation assumed under express or implied contract; or for damages caused to any person by any uninsured motor vehicle; or for medical payments required by persons sustaining injuries while riding, entering or leaving the rented vehicle; or while the vehicle is outside the continental United States; or if used or driven under the influence of drugs or alcohol or in violation of criminal or motor vehicle statutes.



estes park

Rent All inc.

**1120 Manford Ave.
Estes Park, Colorado 80517**

CONTRACT / INVOICE

PHONE: 970/586-2158

FAX: 970/586-5207

Hours: Monday — Saturday 7:30 am — 5:30 pm

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OR 40 HOUR WEEK**

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FOR ALL DAMAGE TO TIRES**

HEREINAFTER CALLED THE LESEE

WITNESSETH: Under the general conditions of the lease printed on the reverse side, the Lessee hereby leases from ESTES PARK RENT ALL of Estes Park, Colorado, certain Machinery and other personal property hereinafter called "Equipment", which is described as follows:

INVOICE

BILL TO: ROCKY RIDGE MUSIC CENTER

~~4600 VALLEY RD STE 312~~

~~LINCOLN NE 68510~~

*465 Longs Peak Rd
Estes Park CO 80517*

INVOICE #: 42143

INVOICE DATE: 07/24/2004

SHIP TO: ROCKY RIDGE MUSIC CENTER

4600 VALLEY RD STE 312

LINCOLN NE

68510

CUSTOMER: 1568

TEL: 586-4031

TERMS: NET 30 DAYS

PAGE: 1 SS

PRODUCT #	DESCRIPTION	STATUS	QTY	UNIT PRICE	AMOUNT
668	CHAIN, SQUARE TOOTH	SOLD	66	.40	26.40
668	CHAIN, SQUARE TOOTH	SOLD	72	.40	28.80
TOT RENTALS: .00 TOT SALES 55.20 TOT SERVICES: .00					SUBTOTAL: 55.20
					NO TAX
					TOTAL: 55.20
					BALANCE DUE: 55.20

NOT RESPONSIBLE FOR LOADING OR
SECURING EQUIPMENT IN VEHICLES, NOR
DAMAGE TO VEHICLE OR EQUIPMENT
DURING TRANSPORT.

1.5% PER MONTH LATE PAYMENT WILL BE MADE ON ALL
AMOUNTS UNPAID AFTER 30 DAYS FROM DUE DATE,
RESULTING IN AN ANNUAL PERCENTAGE RATE OF 18%.
IN EVENT OF DEFAULT, PURCHASER AGREES THAT
COLLECTION COSTS, INCLUDING REASONABLE ATTORNEY
FEES, MAY BE RECOVERED.

The Lessee agrees to pay Owner, in Estes Park, Colorado, rentals at the rates above stated in advance for each installment period for the minimum guaranteed rental period and thereafter until the Equipment is returned to Owner's yard in Estes Park, Colorado. If a specific rate is not stated Lessee agrees to pay at the current rate listed on Estes Park Rent All price schedule available for inspection at our office. After its return the Equipment will be checked for shortages and condition; pick-up receipt does not constitute a clearance to Lessee. There are no representations or obligations except as expressed in this Contract which sets for the entire agreement of the parties, and may not be modified except by a writing signed by Lessee and Owner. Lessee hereby acknowledges that Lessee has inspected and examined the Equipment to the satisfaction of Lessee and that the Equipment is received in good order and repair.

The provisions on the back of this form are part of this contract. I have read the terms of this contract and agree to all conditions.

X

LESSEE

by

**SAVE MONEY — RETURN EQUIPMENT CLEAN AND NOT ABUSED OR DAMAGED
WE CHARGE 7 DAYS A WEEK — WE CHARGE FOR TIME OUT, NOT TIME USED**

READ CAREFULLY

COLORADO LAW CONCERNING THEFT OF RENTAL PROPERTY, C.R.S. '73, § 18-4-402, AMENDED BY SESSION LAWS OF COLORADO 1977 18-4-402, THEFT OF RENTAL PROPERTY.

- (1) A person commits theft of rental property if he:
 - (a) Obtains the temporary use of personal property of another, which is available only for hire, by means of threat or deception, or knowing that such use is without the consent of the person providing the personal property; or
 - (b) Having lawfully obtained possession for temporary use of the personal property of another which is available only for hire knowingly fails to reveal the whereabouts of or to return said property to the owner thereof or his representative or to the person from whom he has received it within seventy-two (72) hours after the time at which he agreed to return it.
- (2) Theft of rental property is a class 3 misdemeanor where the value of the property involved is less than fifty dollars.
- (3) Theft of rental property is a class 2 misdemeanor where the value of the property involved is fifty dollars or more and is less than two hundred dollars.
- (4) Theft of rental property is a class 4 felony where the value of the property involved is two hundred dollars or more and is less than ten thousand dollars.
- (5) Theft of rental property is a class 3 felony where the value of the property involved is ten thousand dollars or more.

ADDITIONAL LEASE PROVISIONS

This is a bailment and is not to be construed as a sale contract or a conditional sale contract. The intent is that Owner is hereby renting and leasing the Equipment only. It is understood and agreed the Equipment shall remain personal property at all times, notwithstanding the manner of its annexations to realty. The Lease is personal to the Lessee; no rights hereunder may be transferred without Owner's written consent.

The Equipment subject to this Lease includes all replacement parts, additions and accessories.

Lessee agrees to keep the Equipment, during the full period Lessee is renting it from Owner, in Lessee's custody at the place specified, and not remove, sublease or re-rent it without the Owner's consent in writing first obtained. Lessee agrees to keep the Equipment in the same condition as when received. The Lessee agrees to keep the Equipment in repair at the Lessee's expense. The receipt of the Equipment in good order and repair is hereby acknowledged by Lessee. It is expressly understood and agreed that Owner shall not be liable for damages of any kind whatsoever, whether to person or property, or for loss of time or any other loss arising from the use of, or in any way connected with the Equipment, whatsoever, whether to person or property, or for loss of time or any other loss arising from the use of, or in any way connected with the Equipment, or any part thereof, from whatever cause arising. Lessee agrees to hold Owner free from all such damages. The Lessee agrees to pay or reimburse the Owner, on return of the Equipment to the Owner, for all charges incidental to all breakage, shortages, or damage, other than ordinary wear to the Equipment, during the term of this Lease. The Lessee hereby assumes all risks of fire or other casualty, and agrees to indemnify Owner for all damage or loss to the Equipment from fire or other casualty.

Lessor, at Lessor's sole discretion may report property stolen if held three (3) days (72 hrs.) beyond "Due in" date. Lessor at Lessor's sole discretion, may revert all charges to the daily rate if any monthly statement or invoice is not promptly paid. Lessor will not refund on any item out over thirty (30) minutes. Lessor will extend credit for the like amount on any item provided Lessee uses this credit within a period of fifteen (15) days from the out date of Contract.

Lessee further agrees to use the Equipment for only one shift of eight (8) hours per day of twenty-four (24) hour day or more than forty (40) hours in any seven-day week, then such additional time is to be paid for by Lessee at 100% of the stated rental rate for each additional shift or part of a shift.

OPERATORS: Lessee shall cause the equipment to be operated by competent employees only, and shall pay all expenses of operation. Lessee shall not permit the equipment to be used for any purpose for which not designed or intended, or to be neglected or abused.

Lessee agrees to pay any and all state taxes, use taxes and other assessments levied on the Equipment or on account of this Lease, other than general personal property taxes for the State of Colorado.

EXCLUSION OF WARRANTIES OF MERCHANTABILITY AND WARRANTIES OF FITNESS: LIMITATION OF OWNER'S LIABILITY: Lessee is skilled and experienced in the use of and operation of the Equipment and Lessee has made the selection and decision to lease the Equipment based solely on Lessee's own judgement. OWNER DOES NOT MAKE ANY WARRANTY OF MERCHANTABILITY OR FITNESS NOR ANY OTHER WARRANTY. The Equipment is leased with all faults AS - IS AND WHERE - IS. Owner shall not be liable for consequential damages.

NON-WAIVER: Time is of the essence. Owner's failure at any time to require strict performance by Lessee of any of the provisions hereof shall not waive or diminish Owner's right thereafter to demand strict compliance therewith or with any other provision. Waiver of any default shall not waive any other default. Owner's rights hereunder are cumulative and are not alternative.

If Lessee fails to perform anything herein required, or fails to pay any sum when due, or if an attachment is levied against the Equipment, or attempted by a creditor of Lessee, or if bankruptcy or reorganization proceedings are filed by or against Lessee, the Owner may, at its option and without notice, enter the premises in which the Equipment, or any part thereof, is located, and without hindrance, directly or indirectly on the part of Lessee, take possession of the Equipment, and the Lessee hereby agrees to pay all expenses, including reasonable Attorney's fees, that may be incurred by Owner in enforcing this agreement, or in collecting the rent provided herein or in repossessing the Equipment.

DAMAGE WAIVER

DAMAGE WAIVER: By accepting DAMAGE WAIVER, Lessor and Lessee agree that Lessor waives any claim against Lessee for direct physical damage to the leased equipment from any external cause, EXCEPT AS FOLLOWS:

- a) The first 10% or \$500.00 of replacement cost, whichever is higher, of each claim for damage as a result of vandalism, or malicious mischief.
- b) Damage resulting from overloading or exceeding the rated capacity of equipment.
- c) Damage to motors or other electrical appliances or devices caused by artificial electric current.
- d) Damage to tires and tubes caused by blowout, bruises, cuts or other causes inherent in the use of equipment.
- e) Damage resulting from lack of lubrication or other normal servicing of equipment.
- f) Loss due to mysterious disappearance, or shortage disclosed on inventory.
- g) Damage caused by infidelity of Lessee, his employees, or persons to whom the equipment is entrusted.
- h) Use of the equipment in violation of any of the terms of this agreement.
- i) Loss of accessories, such as air hose, tool steel, electric cords, blades, welding cable, liquid fuel tanks, and other similar items are excluded from coverage.

TRUCK/TRAILER AND/OR TRAILER HITCH RENTAL ADDITIONAL TERMS: Lessee waives all claims for personal injuries, property damage to the transported goods, loss of time or inconvenience arising out of the use of the rented vehicle or trailer or any accident or breakdown. Lessee will immediately notify Lessor in the event of any accident. Lessee is responsible for all overhead damages, tire repairs, moving, parking and overload violations, traffic tolls, permits and gasoline. Lessee agrees not to operate the vehicle in a careless or negligent manner, or to operate the vehicle at excessive speed or while intoxicated. Federal law prohibits tampering with or disconnecting any motor vehicle odometer with intent to change the number of miles indicated thereon.

Use by anyone other than the following is prohibited: Lessee, his employer or employees, or persons residing permanently in Lessee's household. No person under 21 years of age may operate the vehicle or trailer and any operator must possess a valid driver's license; Lessee further agrees not to use the rented trailer with any vehicle other than the one specified in this contract. Lessor is not liable for damage to Lessee's bumper or automobile done by detachable hitches or mirrors. Lessee acknowledges that he/she has examined the coupling mechanism and safety chain, that the trailer is securely attached to Lessee's automobile on leaving Lessor's place of business, that Lessee will periodically inspect said equipment and coupling mechanism and maintain them in a safe and secure condition while in use.

Lessor shall provide an automobile liability insurance policy for the benefit of Lessee with limits of coverage equal to statutory requirements for public liability and property damage. Said insurance shall be excess insurance over any other liability insurance coverage available to Lessee, applicable after coverage under such other available insurance. Said insurance DOES NOT provide coverage of Lessee for injury to or death of Lessee or any guest or passenger of Lessee; or for any obligation under any workman's compensation or other disability law; or for any liability of Lessee or any driver while the vehicle is being used for the transportation of persons or property for hire, express or implied; or for any obligation assumed under express or implied contract; or for damages caused to any person by any uninsured motor vehicle; or for medical payments required by persons sustaining injuries while riding, entering or leaving the rented vehicle; or while the vehicle is outside the continental United States; or if used or driven under the influence of drugs or alcohol or in violation of criminal or motor vehicle statutes.

Re-submittals

Jon Bell

July 30 2004

July 21	_____	17.91 ✓	_____	6900
15		48.59 ✓	_____	6900
15	router bit	13.93 ✓	_____	6900
29	chipper fuel	13.55 ✓	_____	} 6900
29	chipper rental	339.34 ✓	_____	
		\$ 326.14		
		433.32		

THE ROCKY RIDGE MUSIC CENTER FOUNDATION

Jon Bell
6900 · Maint/Bldg/Grounds

Wood Chipper rental & Supplies

8/9/2004

1208
433.32

PAYMENT
RECORD

American National Exp. Reimb. 7/21-29/04

433.32

Nation's Rent 303-776-4000 — NO TRUCKS.

EP Rental - car
970-577-9715 — ~~NA~~ NO TRUCKS

Where to Rent
303-444-2151

NA NA
NA

U Save Auto Rental
~~303-466-2446~~ X no good
303-774-9767 X no good

Price King Auto Rental
303-545-6600 X no good

Midtown Rent a car
303-247-1200

week \$139.95
w/ 500 miles
1/2 ton 2WD.

Rent X. 303-443-7520 — No trucks.
Baldy.

Lowes — 303-665-1335 — (Flatbed) \$20.45 for 75 MINUTES
+ \$5/15 mins. after that.

Avis 303-499-1136 — No truck

(Shims = \$155.45)

20.45
5
5
5
5
20
20
20
20
20
20
155.45

Enterprise 303-413-8353 — NA/NA

U-Haul. 3 442-2655 — NA Buggy.
3 N Buggy B221

413-0606 — Argo NA B24

415-0030 — Baseline — NO TRUCKS.

**TEDS
HARDWARE**
Lyons, Co. 823-6531
10,000 + ITEMS

ex times
RR

08/16/04 1:26PM
000222#2210 01

20 14.99
AUTO T1 \$29.98
MOSE ST \$29.98
TAX1 \$2.17
CASH \$32.15

RR chipper fuel

Thank You For Shopping At
Loaf 'N Jug #95
Longmont, Colorado

POSTPAY FUEL SALE: 12.05
Pumped: # 8 DIESEL - SELF
6.415 Gallons @ \$1.879/Gal

SUBTOTAL: 12.05
TAX: 0.00
TOTAL: 12.05
Cash: 20.05
CHANGE: 8.00

0984440 08/18/04 15:29:13
By: CHRIS Drawer: B

THANK YOU COME AGAIN
CORNER STORE #0635

VALERO.COM/MARKETING
VISIT US ONLINE

4:34PM AUG 17 2004

AUTH # 385137
REFR #

DIAMOND CREDIT

ACCOUNT NUMBER
DMXXXXXXXXXXXXXXXX0001
JON S BELL

PUMP PRODUCT PRICE
8 #2 DIESE 1.899

QTY TOTAL
10.414 19.78

4206 UTE HIGHWAY
LYONS, CO

TOP COPY - RECHARGE
BOTTOM COPY - CUSTOMER

Signature

I AGREE TO PAY ABOVE BILL AMOUNT
ACCORDING TO THE CARD ISSUES AGREEMENT

Review with 403151226
Merchant #: 452365742096

Auth: XXXXXXXXX2210
Exp. Date: 08/05
Auth: 392390

08-18-04 03:22pm Jonthe 60019

Thank you! Please come again...

Free-Lax Sub Total 500.00
Sales Tax 21.24
Damage Waiver 30.00
Environmental Fee 7.50
Grand Total 568.74

Payment on 08-18-04 by TUI 204.12

Current Balance for Contact 40.03

Vermeer 80935 Wood Chipper 200.00

Qty Item Unit Price Total

08-18-04 03:22pm Jonthe 60019

Contract # 001122

08-18-04 03:22pm Jonthe 60019

08-18-04 03:22pm Jonthe 60019

Name John Oppermann

Soc. Sec. # 523-57-6943

Address Box 462

☐ Married ☒ Single # Exemptions

City/State/zip Allenspark, CO 80510 Telephone 303-747-2865

Date	Time In	Time Out	Total hours	Running total
8/18/04	8:00	4:30	8:00	8
8/20/04	8:00	4:30	8:00	16
8/23/04	8:00	12:00	4:00	20

Period from 8/18/04 to 8/23/04

Total hours worked 20 X per hour rate 8 = \$ 160

Forestry Hours Jon Bell

Aug	1	—	4
	2	—	7
	3	—	3
	4	—	5
	5	—	9
	6	—	0
	7	—	3
	8	—	6
	9	—	2
	10	—	5
	11	—	9
	12	—	6
	13	—	9
	14	—	4
	15	—	9
	16	—	6
	17	—	11
	18	—	9
	19	—	3
	20	—	4

as of
3:00
5-15-04

ROCKY RIDGE MUSIC CENTER CHECK REQUEST

Please submit requests one week in advance.

I request a check for:

NAME Janny Joo

ADDRESS: _____

CITY, STATE, ZIP _____

PHONE _____

EMAIL 11.5 hrs. @ \$8.00/hr.

SOCIAL SECURITY OR EIN _____

Amount of check _____

Purpose _____

Name of person requesting _____

Date required _____

Mail check _____ return check to me _____

As of
8/15-04.

ROCKY RIDGE MUSIC CENTER CHECK REQUEST

Please submit requests one week in advance.

I request a check for:

NAME Brian Jack

ADDRESS: _____

CITY, STATE, ZIP _____

PHONE _____

EMAIL _____ 23.75 hours @ 8.00/hr.

SOCIAL SECURITY OR EIN _____

Amount of check _____

Purpose _____

Name of person requesting _____

Date required _____

Mail check _____

return check to me _____

ROCKY RIDGE STUDENT WORK CREW TIME SHEET

Jana Pielstick

Name

Junior Session 2 Aug 2-14

		time in	time out	project
Tuesday Aug 3	9	11:20am	8:30 pm	Logging, registration work (loghouse) dining hall set-up, meal crews (lunch/dinner) bathrooms, lodge crew work
Wednesday Aug 4	10	7:00am	5:00pm	Chalet crew, Bathrooms, lodge crew, office crews, flowers, logging, meal crews (lunch/Bfast)
Thursday August 5	8	11:20am	7:20 pm	Meal crews (lunch, dinner), logging
Friday August 6	8	11:20am	7:20pm	meal crews (lunch/dinner), logging, pine moving
Saturday August 7	8	6:50	3:10	painting signs, lodge crew, chalet crew, food crews (bfast/lunch), logging
Sunday August 8		off		
Monday August 9		off		

requirements

8 hours a day 6 days a week

accepted

Jon Bell

Erica Nelson

EN

total hrs worked: 43

3 wks @ \$7

\$21.00

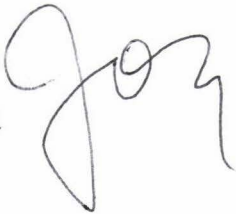
ROCKY RIDGE STUDENT WORK CREW TIME SHEET

Rebecca Gray
Name

Junior Session 2 Aug 2-14

		time in	time out	project	
Tuesday Aug 3	9	11:25	8:30	3 hrs. in office set-up for reg. & meals	
Wednesday Aug 4	5	7:00	12:00	bathtubs, chalk, lodge, 1 hour of logging	1
Thursday August 5	8	11:30	7:30	meals, office, canteen	
Friday August 6	8	11:30	7:30	meals, office, canteen	
Saturday August 7	8	11:30	7:30	painting, meals, & logs (one hour)	1
Sunday August 8	8	6:55 7:00 1:30	9:00 7:130	meals; canteen; lodge; M+M	3 5
Monday August 9	8	6:55	2:55	dishes; logs (for 3 hours)	3

accepted
Jon Bell
Erica Nelson



requirements

8 hours a day 6 days a week

total working hours: 54
logging hours: 5

Name JON BELL

Soc. Sec. # 523-74-6743

Address PO Box 344

☐ Married ☒ Single, # Exemptions 1

City/State/ZIP LYONS CO 80540

Telephone (303) 747-2611

Date	Time In	Time Out	Total hours	Running total
June 29			7	
30			6	
July 1			8	
2			3	
3			2	
4			6	
5			6	
6			7	
7			12	
8			1	
9			4	
10			1	
11			1	
12			6	

Period from June 29 to July 12 2004

TOTAL HOURS WORKED 70 x per hour rate 25 = \$ 1750

8/10 (3.2 Log)

Work Crew:

Thursday, Aug 5

7:00-3:00 - Brian, Janny, Jeff

11:30-7:30 - Ethan, Jana, Becca

All out to Poppys for dinner! (after dinner cleanup)

- Jordan day off

Friday, Aug 6

7:00-3:00 - Brian, Becca, Jeff

11:30-7:30 - Ethan, Janny, Jordan, Jana (Jana help w/ lunch cleanup)

- (Becca in office 1:30-5:00)

Saturday, Aug 7

7:00-3:00 - Ethan, Jana, Jordan

11:30-7:30 - Brian, Becca, Jeff

- Janny day off

Sunday, Aug 8

7:00-3:00 - Janny, Jordan (Jeff on hike)

11:30-7:30 - Becca, Jana, Brian

(brunch @ 11:30 - concert set-up directly after)

- Ethan day off + Jana

Monday, Aug 9

7:00-3:00 - Janny, Becca

11:30-7:30 - Brian, Jeff (Jana)

- turn in time sheet today

- Jordan day off

Aug 10-Aug 16 - Brian, Janny, Becca

Aug 10 - 14

Tues 10th: 7-9:30 (2½) 12-2:30 (2½) (4:45 - 7:45) (3)

Wed 11th: (Janny off)

same as Tues

Thurs 12th: (Brian off)

"

Frid. 13th:

"

14th 3-? + 15th until done

Logging hours:

Hours:

Brian: 8/10 4 log 1.5 bed

23.75

8/11 4.5 log

8/12 (day off) 9 log, 1 dinner

8/13 3.75 log

Janny: 8/10 2 log 1.5 bed

11.5

8/12 2 log/sign 2 concert

8/13 4 sign

Becca: 8/12 2 log/sign 2 concert

8/13 3 sign

(+ 6 hrs from previous time sheet)

as of:
3:00
on
15th


ROCKY RIDGE STUDENT WORK CREW TIME SHEET

Brian Jack
Name

Junior Session 2 Aug 2-14

	time in	time out	project	
Tuesday Aug 3	6:50	2:30	breakfast set-up/clean-up	
	Day off		logging	
Wednesday Aug 4	8.1 6:50	3:00	breakfast set-up/clean-up	2.5
			logging 10-12:30	
			lunch clean-up	
Thursday August 5	8.15 6:45	3:00	logging 9:30-12:30	2.6
Friday August 6	8 6:55	3:00	logging 9:50-12:50	2.6
Saturday August 7	8 11:30	7:30	logging 2:45-4:50	2
Sunday August 8	8 11:30	7:30	logging 2:50-5	2.5
Monday August 9	8.2 11:30	7:50	logging 2:50-4:50	3.5
				15.5

accepted
Jon Bell
Erica Nelson



requirements

8 hours a day 6 days a week

total working hrs: 48.5

logging hrs: 15.5 @ 7.00

File Copy



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

September 30, 2003

Katharin Smith-Warren
Rocky Ridge Music Center
465 Longs Peak Rd.
Estes Park, CO 80202

Ms. Smith-Warren,

Your Wildland Urban Interface Incentives D-Space Program (WUI) grant application has been reviewed and funding approved as shown on the attached copy of your application. Our office received over \$71,000 in grant requests. Needless to say we were not able to fund all projects. In most cases, we were able to partially fund a project.

Before you begin project implementation please contact our office to schedule a site visit to review the project and accomplishment standards and expectations. We hope this alleviates any surprises when the final inspection is completed. Please review the attached standards prior to the site visit.

As you recall, the WUI Grant requires a 50/50 fund match. The project must be completed by September 15, 2004. If it becomes apparent you will not be able to the project by this day, please contact our office as soon as possible.

Enclosed you will also find an Accomplishment Report for Reimbursement, a Cost Documentation form, and a W9. Upon completion of the practice contact our office to schedule a final inspection. All costs and revenues must be documented on the above forms. The W9 must be completed and returned to assure reimbursement. Final reimbursement cannot be processed without completion of these forms.

If you have any questions, please contact our office at (970) 491-8660.

Sincerely,

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

David A. Farmer
Assistant District Forester

Enclosures

WILDLAND URBAN INTERFACE INCENTIVES
D-SPACE PROGRAM - 2003
MANAGEMENT PLAN

CL

AUG 28 2003

Rocky Ridge Music Center
Landowner

465 Long's Peak Rd
Mailing Address

Estes Park
City, State, Zip Code

Same
Project Physical Address:

Project Legal Description: see attached D
Section Township Range
970 586-4031 303 296-7901 17.9
Telephone Plan acres

Prepared by:

Resource Professional

Date

The Wildland Urban Interface Incentives Program management plan,, prepared at my request, reflects objectives that I have for my property to reduce hazardous fuels. It contains implementation recommendations that have been reviewed with me by a natural resource professional. I agree to implement this practice as designed and planned.

Kathleen Smith-Warren
Landowner Signature

8-26-03
Date

CSFS Approval

Date

Colorado
State
FOREST
SERVICE

next to lodge

two little pines

take out lodge poles near aspen
dead aspen & alders

Keep needles out of edges of roofs

Belgian headwork
aspens

lodge poles
take out dead trees & then & alders

separation between crowns of lodge poles
so roots of remaining lodge poles
prune lower limbs if remaining

some have been cut - will spread

Take out trees in corners - will spread

salvage - diversify by encouraging sparse
dry to keep out moisture

lodge poles - indicates lodge poles
around office - thin smaller lodge poles to allow fire

N. Chuska - remove lodge poles to allow fire
take off dead stuff by roof

remove lodge to fire scar near E. bay

chimney's
spokeaster

WILDLAND URBAN INTERFACE INCENTIVES D-SPACE PROGRAM PLAN

OBJECTIVES: What do you want to achieve by this practice? (If more than one objective, list in order of priority).

Example: To reduce the risk of mountain pine beetle, and with the proper slash disposal, improve forest health.

improve health of forest
increase diversity of plants.
lessen fire potential

CURRENT NATURAL RESOURCE CONDITIONS:

Vegetative cover (trees, shrubs, grasses) on the property:

lodge pole pines, aspen, ponderosa pines

Fire hazard rating and risk factors of the area:

we operate a summer camp with children in log cabins spread throughout our 17 acre forest. High Fire risk.

Summary of insect and disease presence, damage, or risk, including information on significant incidents, historical and current:

some dwarf mistletoe

Soil Type(s) and limitations:

unknown

Wetlands present:

stream on border

Wildlife (or sign) present:

chipmunks, ground squirrels, numerous species of birds
deer, elk, bears.

Threatened or Endangered plants or animals that may inhabit the property:

unknown

Noxious weeds present:

unknown

Cultural or historic resources on the property:

lodge building constructed in 1907.
Rocky Ridge is a national historic district and 19 structures
are designated as contributing buildings. We are a Colorado
historic site as well.

Recreational use on the property:

summer music camp.
summer music concerts for the public

WILDLAND URBAN INTERFACE INCENTIVES D-SPACE PROGRAM PLAN DESIGN

Sketch project area and design. Include structures and landmarks. Indicate, by location, fuels reduction practices to be implemented. Where appropriate, illustrate distances. Illustrate road access.

see Attached map

LIST PRACTICE WITH PROJECTED COMPLETION DATE:

PRACTICE/OTHER SPECIFICATIONS	COMPLETION DATE
thinning	Sept Oct 2004
slash disposal (chip)	Sept Oct 2004
defensible space	Sept 2004
pruning	Sept 2004

ATTACHMENT D

LEGAL DESCRIPTION

All of that part of the North one-half (N ½) of Section Thirty-four (34), Township four (4) North, Range Seventy-three (73) West of the Sixth (6th) Principal Meridian described as follows: Beginning at a point in the Southerly line of a 60 foot strip of land conveyed to Larimer County in Book 978 at Page 442 of the Larimer County records, from which point the North ¼ corner of said Section 34 bears North 22 degrees; 11 minutes and 10 seconds West a distance of 1,463.27 feet; thence South 88 degrees, 35 minutes West along said South line of 60 foot strip conveyed to Larimer County, a distance of 32.88 feet; thence along a curve to the left having a radius of 118.61 feet and being tangent to the last described course a distance of 136.21 feet; thence South 67 degrees, 13 minutes East a distance of 100 feet; thence North 22 degrees, 47 minutes East a distance of 121.36 feet to the point of beginning, containing 0.176 acres, Larimer County, Colorado

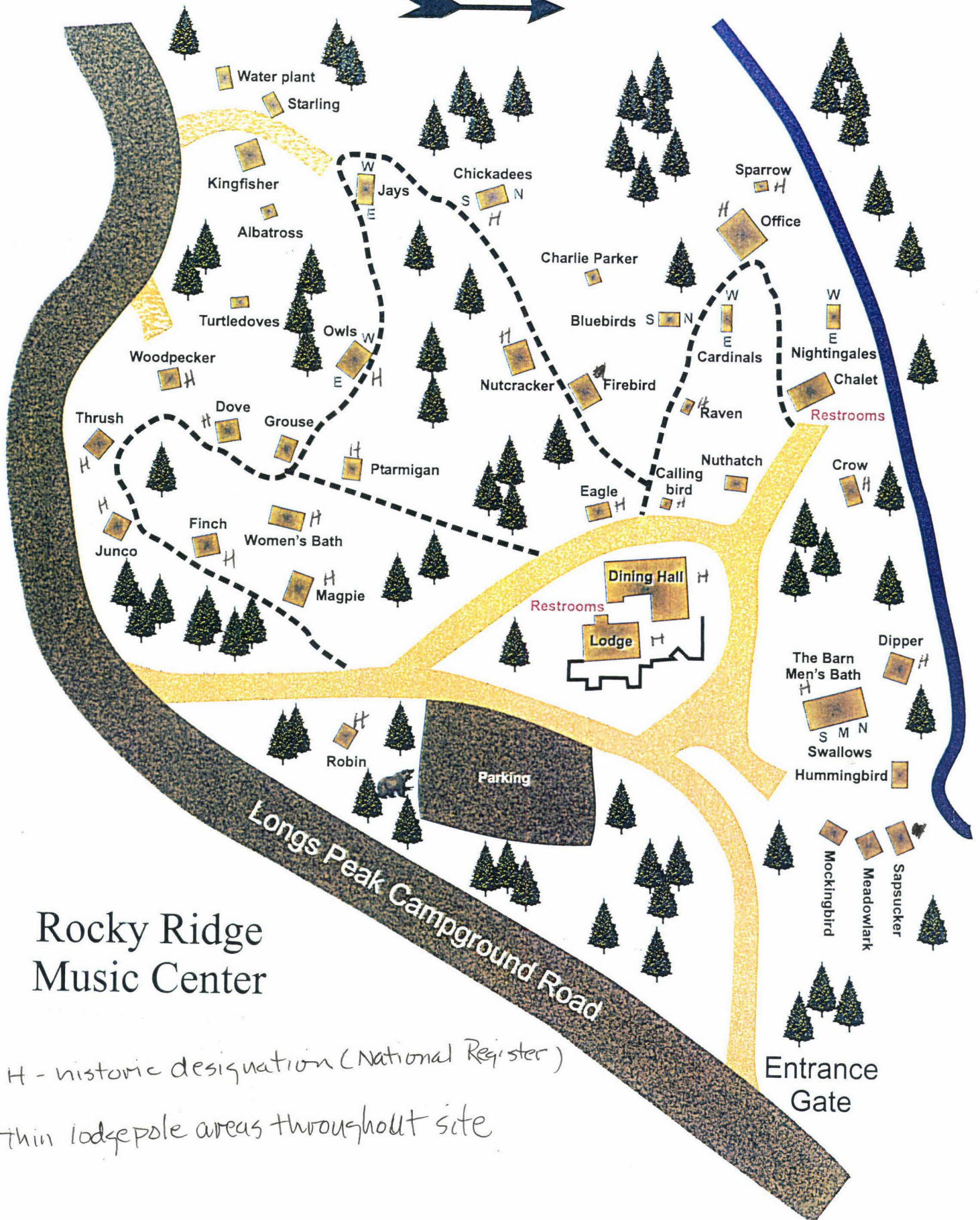
and

All that part of the North one-half (N ½) of Section Thirty-four (34), Township Four (4) North, Range Seventy-three (73) West of the Sixth (6th) Principal Meridian described as follows: Beginning at a point in the Easterly line of a 60 foot strip of land conveyed to Larimer County in Book 978 at Page 442 of the Larimer County records, from which point the North ¼ corner of said Section 34, bears North 11 degrees; 08 minutes and 13 seconds West a distance of 1,776.45 feet; thence North 0 degrees, 20 minutes East a distance of 95 feet; thence along a curve to the right having a radius of 275.58 feet and being tangent to the last described course a distance of 107.98 feet; thence North 22 degrees, 47 minutes East a distance of 24.11 feet; thence South 67 degrees, 13 minutes East a distance of 100 feet; thence South 33 degrees, 56 minutes and 03 seconds West a distance of 221.41 feet to the point of beginning, containing 0.291 acres, Larimer County, Colorado.

DESCRIPTION AND SURVEY BASED ON AND IN ACCORDANCE WITH U.S.G.L.O. DEPENDENT RESURVEY.

That part of SE 1/4 of the NW 1/4 and the SW 1/4 of the NE 1/4 of Section 34, Township 4 North, Range 73 West of the 6th P.M., according to the United States General Land Office dependent resurvey approved August 6, 1928 also such portions of the NE 1/4 of the NW 1/4 and of the NW 1/4 of the NE 1/4 of said Section 34, according to the United States General Land Office dependent resurvey approved August 6, 1928 as lines South of the South line of such Tracts as such line is heretofore established by previous survey known as the old survey more particularly described as follows: Beginning at a point in the North and South center lines of said Section 34, which point is 1,157.57 feet South of the north quarter corner thereof, according to the United States General Land Office dependent resurvey approved August 6, 1928; thence North 88°52'30" West a distance of 378.78 feet more or less to the NE corner of a Tract of land conveyed to Clyde M. Forney and Lenoa M. Forney according to the Larimer County records; thence South 6°12' West along the Easterly boundary of said Tract previously conveyed to Clyde M. Forney and Lenoa M. Forney a distance of 202.9 feet; thence South 28°52' West along the Easterly boundary of said Tract conveyed to Clyde M. Forney and Lenoa M. Forney a distance of 478.93 feet to a point in the Northerly boundary of a strip of land conveyed to Larimer County, Colorado recorded in Book 978 at Page 442 of the Larimer County records; thence South 64°57' East a distance of 27 feet; thence along a curve to the right having a radius of 439.26 feet and being tangent to the last described course a distance of 155.38 feet; thence South 44°41' East a distance of 4.72 feet; thence along a curve to the left having a radius of 113.24 feet and being tangent to the last described course a distance of 142.37 feet; thence North 63°17' East a distance of 103.73 feet; thence along a curve to the right having a radius of 173.24 feet and being tangent to the last described course a distance of 227.12 feet; thence South 41°36' East a distance of 15.19 feet; thence along a curve to the left having a radius of 113.24 feet and being tangent to the last described course a distance of 106.19 feet; thence along curve to the left having a radius 113.24 feet and being tangent to the last described course a distance of 163.81 feet; thence North 0°20' East a distance of 166.09 feet; thence along a curve to the right having a radius of 335.58 feet and being tangent to the last described course a distance of 131.49 feet; thence North 22°47' East a distance of 24.11 feet; thence South 67°13' East a distance of 160 feet; thence North 22°47' East a distance of 100 feet; thence North 67°13' West a distance of 160 feet; thence Northeasterly along a curve to the right having a radius of 178.61 feet and the tangent of said curve bearing North 22°47' East a distance of 205.12 feet; thence North 88°35' East a distance of 237.12 feet; thence along a curve to the left having a radius of 300.55 feet and being tangent to the last described course a distance of 126.77 feet; thence North 64°25' East a distance of 190.44 feet; thence along a curve to the right having a radius of 176.91 feet and being tangent to the last described course a distance of 2 feet to a point of intersection with the North line of 88°52'30" West a distance of 1,036.17 feet to the point of beginning, Larimer County, Colorado, except that portion previously conveyed to Larimer County, Colorado.

N



Rocky Ridge Music Center

H - historic designation (National Register)

thin lodgepole areas throughout site

WILDLAND URBAN INTERFACE INCENTIVES
D-SPACE PROGRAM
APPLICATION FOR COST-SHARE
2003

PROJECT NUMBER: 7130-005-50 07-4

(For Official Use Only)

NAME: Rocky Ridge Music Center
MAILING ADDRESS: 465 Longs Peak Rd.
City: Estes Park State: CO
Zipcode: 80202

TELEPHONE NO: 970 586-4031 303 296-7901

PROJECT LOCATION/LEGAL DESCRIPTION: see attached D

PRACTICES TO BE COMPLETED BY: Sept 30, 2004

Practice Title	Quantity Requested	Quantity Approved	Rate	C/S Amount Requested	C/S Amount Approved
D-Space	# 1	1 each	\$ 1,200	1200	\$1,200.00
Thinning	5 acres	3 Ac	\$ 500	2500	\$1,500.00
Pruning	5 acres		\$ 75	375	
Broadcast Burn	acres		\$ 200		
Slash Disposal - Burn	acres		\$ 100		
Slash Disposal - Haul	acres		\$ 300		
Slash Disposal - Chip	5 acres	3 Ac	\$ 300	1500	\$ 900.00
Fuel Break	acres		\$ 1,200		

Total: \$ 5575.00

Request for cost-share assistance under this program is to meet the objective stated above. If cost-sharing is approved for the practice requested, I agree to cover expenses at the time of implementation, knowing I will be receiving cost-share funds not exceeding 50% of actual cost. **I understand that I will not be reimbursed for any expenses incurred prior to approval of my application.** Work must be completed according to approved plan and application, and meet Colorado State Forest Service guidelines (6.302). There are no partial payments.

LANDOWNER SIGNATURE: Katharine Smith-Warren DATE: 8/26/03

CSFS REVIEW AND APPROVAL: _____ DATE: _____

C/S AMOUNT APPROVED: \$ 3,600.00

Program eligibility is without regard to race, color, religion, national origin, age, gender, sexual orientation, veteran status or disability. For more information contact your local Colorado State Forest Service District Office.

**Colorado
State**
FOREST
SERVICE

2003 SFA Grants

July 15, 2004

Katharin Smith-Warren
Rocky Ridge Music Center
465 Longs Peak Rd.
Estes Park, CO 80202

Dear Katharin:

This is a reminder that your Wildland Urban Interface Incentives D-Space Program (WUI) grant project must be completed by September 15, 2004.

As an aid, I have included a copy of the Colorado State University Cooperative Extension publication "Creating Wildfire-Defensible Zones" no. 6.302. This publication describes the standards for D-Space projects.

As you recall, the WUI Grant requires a 50/50 fund match. In your original packet you received an Accomplishment Report for Reimbursement, a Cost Document form, and a W9. Upon completion of the practice, contact our office to schedule a final inspection. All costs and revenues must be documented on the above forms. The W9 must be completed and returned to assure reimbursement. Final reimbursement cannot be processed without completion of these forms.

If you will be unable to complete the project, please notify us as soon as possible, so that we may adjust your grant and reallocate the remaining funds to other projects.

If you have any questions, please call me at (970) 491-8839, or Mike Hughes (970) 491-8453, or the Fort Collins District office (970) 491-8660.

Sincerely,

Norland K. Hall
Forester

TRIP REPORT

By
Norland K. Hall

Date:

1315 19AUG2004

Contact:

Rocky Ridge Music Center
Katherin Smith-Warren
465 Long's Peak Road
Estes Park, CO 80202

(303) 296-7901

(303) 747-2364

(970) 586-4031

John Bell – Forestry, Grounds, Maintenance

Location:

Property is a portion of:

17.9 AC in Center N1/2, Sec 34, T4N, R73W

Directions To The Property:

From Estes Park go south on Hwy 7 9.0 mi to mm 9.0 "Long's Peak Road", then 0.4 mi. up Long's Peak Road to property.

Purpose:

1. Inspect WUI grant project.

Findings:

1. Increased thinning around buildings looks good.
2. Thinning guides of "3 to 5 ft. between crowns", or "BA 90 to 120" looks like the proper prescription.
3. There are mistletoe and cankers in many of the Lodgepoles.

Consultation:

Recommendations:

1. Complete grant paperwork and mail it to me.

TRIP REPORT

By
Norland K. Hall

Date:

1000 10AUG2004

Contact:

Rocky Ridge Music Center
Katherin Smith-Warren
465 Long's Peak Road
Estes Park, CO 80202

(303) 296-7901
(303) 747-2364
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Purpose:

1. Inspect WUI grant project.

Findings:

1. Generally, an acceptable job of thinning has been done.
2. More needs to be done around buildings.
3. There is mistletoe and cankers in many of the Lodgepoles.

Consultation:

1. Mike Hughes – "Proper thinning of Lodgepole is about Basal Area 90. Less than BA 80 and you will get blowdown, and over BA 120 and you won't get the results you want."
2. Russ Babiack, RMNP Fuels Mgt. Specialist 586-1433. Lodgepole spacing used by RMNP thinning above YMCA was 3-5 ft. crown-to-crown spacing.

Recommendations:

1. Continue thinning around buildings.
2. Too much space between trees will cause blowdown in Lodgepole stands
– you must strike a balance.
3. Remove poor trees first.
4. Thin to BA 90 (80-120) or 3-5 ft. crown-to-crown spacing.

