

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

THIS AGREEMENT, made this 31st day of January 1992, by and between Gary Mueller, who resides at 9826 Phillips Road, Lafayette, CO 80026, hereinafter referred to as the LANDOWNER, and the State Board of Agriculture, in behalf of the Colorado State Forest Service, Boulder District, 936 Lefthand Canyon Drive, Boulder, CO 80302 (442-0428), hereinafter referred to as the FOREST SERVICE; and

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

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

NOW, THEREFORE, it is hereby agreed that:

1. LANDOWNER warrants that he/she is the owner of the property described as follows, or has obtained authority from the owner of said property to grant all rights to the FOREST SERVICE provided for in this Agreement. The property is described as follows: the property located at 9826 Phillips Road. SE 1/4, SW 1/4, Sec. 9, T1N, 6th PM in Boulder County, Colorado.

2. LANDOWNER grants to FOREST SERVICE the right of access to the above described property for the following purposes: to prepare a Forest Stewardship Plan.

3. FOREST SERVICE agrees to provide the services specified in Paragraph 2 of this Agreement in consideration for: \$75.00* due upon completion and presentation of plan to LANDOWNER.

4. It is understood between the LANDOWNER and the FOREST SERVICE that this Agreement shall begin on the date first above written, and shall remain in force until June 30, 1992.

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

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

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

8. This Agreement shall be extended due to inability of the FOREST SERVICE to perform the work due to circumstances beyond its control or as mutually agreed to by the LANDOWNER and FOREST SERVICE. All extensions will be written and become a part of this Agreement.

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

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

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

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

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

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

Gary Muller
LANDOWNER

2-1-92
DATE

[Signature]
FORESTER
COLORADO STATE FOREST SERVICE

Jan 30th 1992
DATE

* Cost-share possible through Stewardship Incentive Program. If cost-share is not approved, owner to pay full amount. If cost-share is approved, cost to owner after reimbursement from SIP to be approximately \$18.75.

COLORADO STATE FOREST SERVICE

JAN DOMLESKI

THIS AGREEMENT, made this 4th day of March, 1995, 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 Jan Domleski, whose address is 9826 Phillips Road, Lafayette CO 80026, 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 she 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:

about 5.0 acres,
on the south side of Phillips Road,
lying in the
SE1/4 SW1/4, Sec 9, T1N, R69W, S.P.M.

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

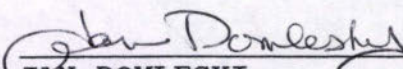
Planting 26 seedlings and applying 75 feet of weed barrier to an existing planting described in the Stewardship Incentives Plan prepared for Gary Mueller and dated April 2, 1992.

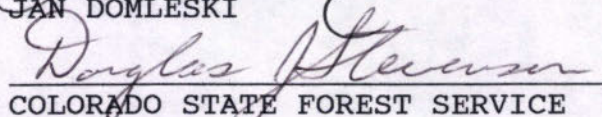
3. CSFS agrees to provide the above services in consideration for:

Seedlings	\$ 21.06
Weed Barrier	25.00
Staples	<u>4.34</u>
	\$ 50.40
Sales Tax (3%)	<u>1.51</u>
TOTAL, MATERIALS: Paid, CSFS Invoice #35817:	\$ 51.91
Labor	
Plant 26 seedlings @ \$2.00 ea.:	\$ 52.00
Lay Weed Barrier ¼-roll @ \$96 ea.:	<u>24.00</u>
TOTAL, LABOR: Due upon completion:	\$ 76.00

4. This Agreement shall begin on the date first above written and shall remain in force until June 30, 1995.
5. This Agreement may be terminated by either party ten (10) days following written notice to the other party.
6. CSFS may designate a subcontractor to do all, or part of the work, fees due such subcontractor to be paid directly by LANDOWNER and deducted from amount due CSFS.
7. CSFS and its subcontractors shall maintain during the life of this Agreement, such liability insurance as is required by Colorado law.
8. This Agreement shall be extended due to inability of 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.
9. Financial obligations of CSFS payable after the current fiscal year are contingent on funds for that purpose being appropriated, budgeted and otherwise made available.
10. 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.
11. The laws of the State of Colorado and rules and regulations issued pursuant thereto shall be applied in the interpretation, execution and enforcement of this Agreement.
12. The signatories hereto aver that 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.



JAN DOMLESKI


COLORADO STATE FOREST SERVICE

March 8, 1995

DATE
3/4/95

DATE



Boulder District
936 Left Hand Canyon Drive
Boulder, Colorado 80302
(303) 442-0428

January 30, 1992

Gary Mueller
9826 Phillips Road
Lafayette, CO 80026

Dear Gary:

As per our visit and discussions on January 29th, enclosed is the agreement between the Colorado State Forest Service to prepare the forest stewardship plan. Please sign both copies. Keep one for your records and return the other to me at your earliest convenience.

If you have any questions about the service agreement, please don't hesitate to call my office. I hope to have the plan prepared in a few weeks. I am currently working on nine plans, so please be patient. I will have details of the project(s) we discussed for 1992 within a week and will send you that portion immediately.

I will contact you when the Stewardship Incentive Program (SIP) form becomes available.

Thanks again for your interest in natural resource management. I look forward to working with you on implementing your stewardship plan.

Sincerely,

A handwritten signature in dark ink, appearing to read "Craig Jones", written over the printed name.

Craig Jones
District Forester

/mm

Enclosures

STEWARDSHIP INCENTIVE PROGRAM
COST-SHARE CALCULATION WORKSHEET

I. Landowner Information

Stewardship Acres: 5

Name Mueller

Address _____

Location: _____

Legal _____

Phone _____

County _____

II. SIP Information

SIP Practice 4 8

Technical Code MUL 484 HEP 422 WH1
842 645
of Units SIP 4 660 (.5 ac)
SIP 8 2 (.3 ac)

Unit Involved (Ac. LF, #, etc.) SIP 4 HEP = LF
SIP 8 WHZ = #

Max C/S allowed SIP 4 HEP 118 SIP 8 280 @ = 560
MUL 388
506

75% x actual cost = _____ (Potential C/S to owner)

Actual C/S to owner = SIP 4 = 500

III. Calculations (Show all work)

SIP 4

Hedge row

Stock 60
Site Prep 100
Planting 60
Misc 50
270

$$270 + 316 = 586$$

MUL

material 250
Instl. 66
316

Total Cost
470
586
1056

Request: 500

SIP 8

2 Thickets

Stock 80
Site Prep 100
Planting 50
Mulch 190
Instl 50
470

Request: 400

Muller '93

Hedgerow: 530 ft
130 ft
660

N. Cherry 100 ✓ 40
Honeylocust 50 ✓ 20

Block Planting: D. fir
(wildlife) CBS

30 28
30 28

Plum Thicket

50 20
260

Costs

$$660 \times 30 = .5 ac$$

$$500 = max. c/s$$

$$.5 \times 775 = 388$$

$$660 \times .18 = 118$$

① Hedgerow

Stock 20 + 40 = ~~20~~ 60

Site Prep 100

Planting 60

\$ 220

$$220 \times .75 = 165$$

Mulch

Material 250

Instl 66

$$\$ 316 \times .75 = 237$$

316

240

586

445

101

= 300

30 ac ~~118~~ ~~280~~

$$.75 = 440$$

$$c/s = 275$$

$$120$$

$$395$$

$$request$$

Wildlife Upland Hab

30 ac ~~118~~ ~~280~~

②

WH 2

2

$$2 \times 280 = 560$$

Stock 80

Site Prep 100

Planting 50

230

Mulch

$$1.5 \times 110 = 165$$

Instl.

50

215

230

215

$$445 \times .75 = 334$$

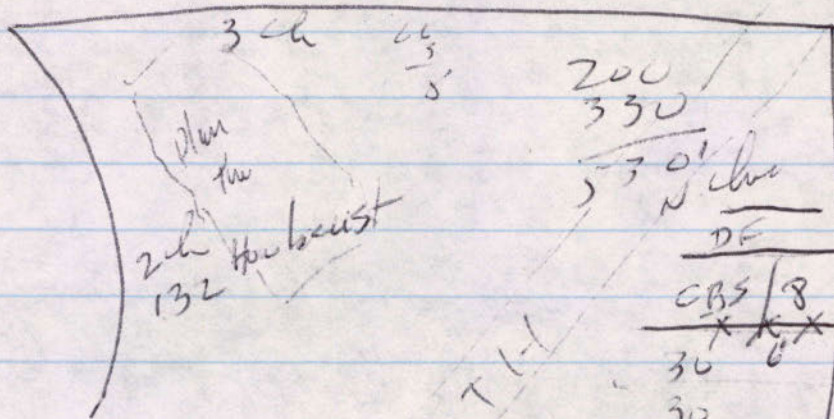
$$300 \text{ c/s request}$$

Mueller

P-14

RD
2415

x x x x x x x



5 ch 66 5
330-5= 6
N. chery

50
10

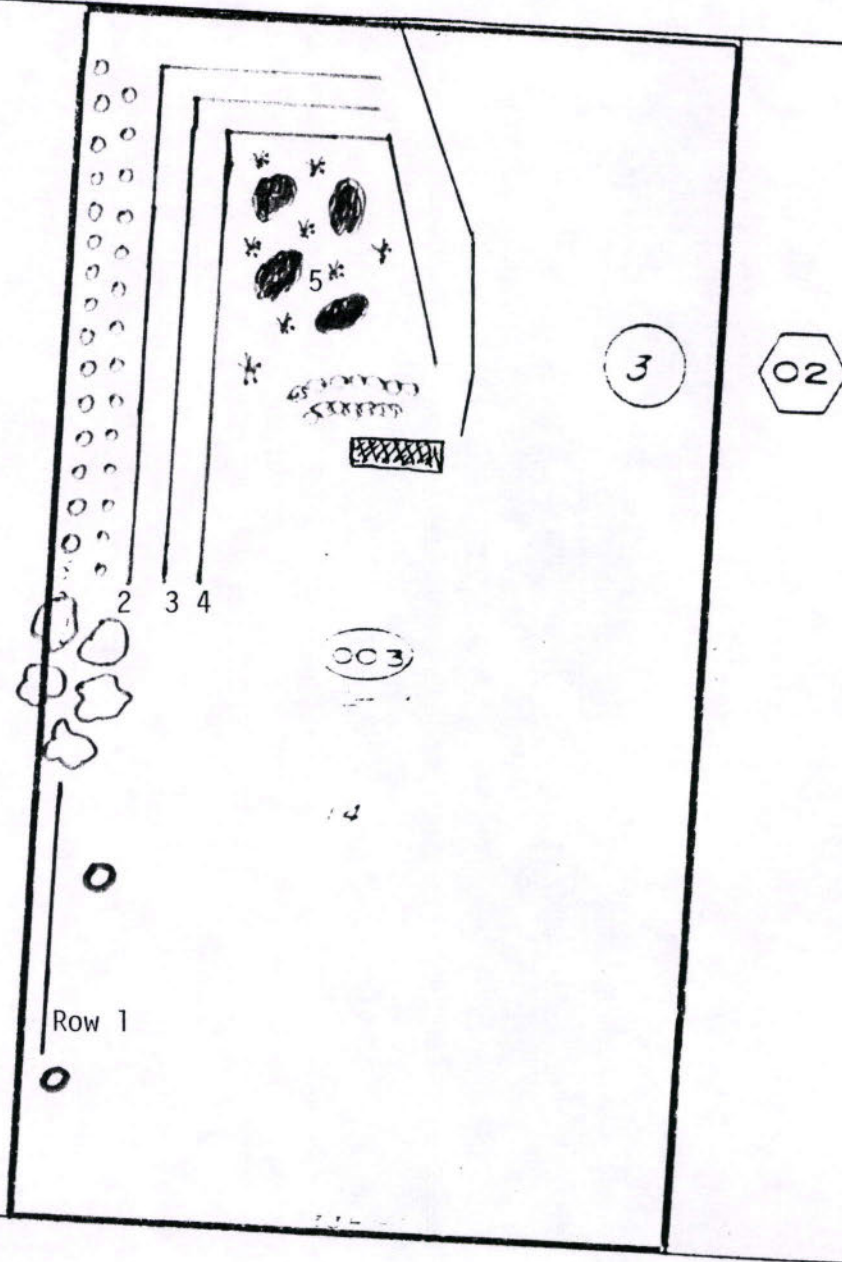
5/66

5/30

N chery 50
Hony 30
DE 30
CBS 100
N. chery
210

6+5
1
1

ROAD



MUELLER PROPERTY

STEWARDSHIP PROJECT PLAN

Planting Plan

1992

NORTH

LEGEND

Property Boundary — Hydrant ○

Driveway/House — [hatched box]

Existing Vegetation [cloud shape]

Planting Plan Items

- Row 1 Native Plum 130 ft. 5 ft spacing
- Row 2 Native Plum 230 ft. 5 ft spacing
- Row 3 RMJ/Pinon Pine 220 ft. 10 ft spacing
- Row 4 Bur Oak 290 ft. 12 ft spacing
- 5 Plum/Chokecherry thickets with scattered Bur Oak

Bye/Clark and Mueller Properties

STEWARDSHIP PROJECT PLAN

Planting Plan

1992

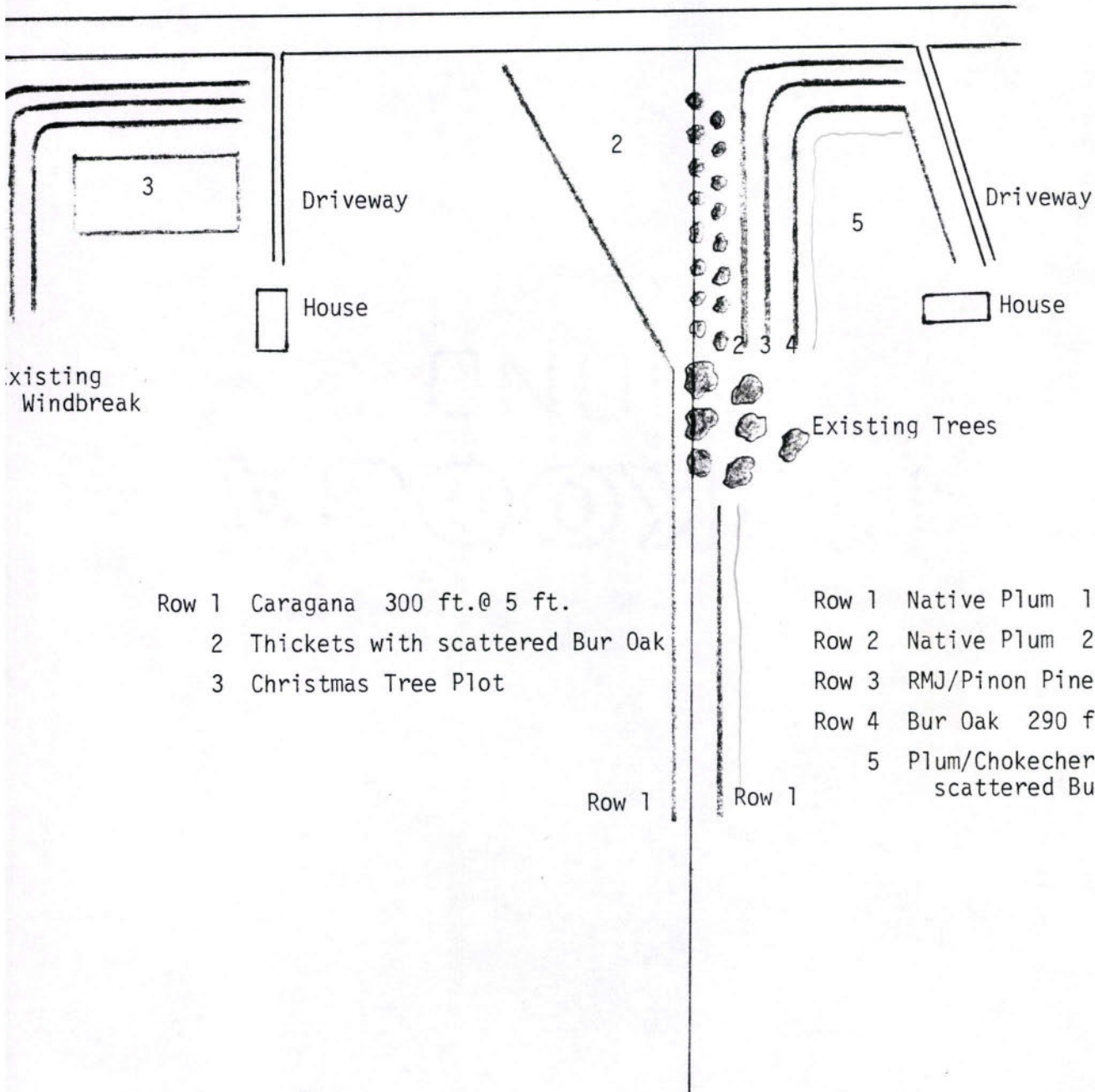
Stewardship Acres: 5 acres

Project Acres: .37 acres

Stewardship Acres: 5 acres

Project Acres: .5 acres

Phillips Road



- Row 1 Caragana 300 ft. @ 5 ft.
- 2 Thickets with scattered Bur Oak
- 3 Christmas Tree Plot

- Row 1 Native Plum 130 ft. @ 5 ft.
- Row 2 Native Plum 230 ft. @ 5 ft.
- Row 3 RMJ/Pinon Pine 220 ft. @ 10 ft.
- Row 4 Bur Oak 290 ft. @ 12 ft.
- 5 Plum/Chokecherry thickets with scattered Bur Oak

PHILLIPS

ROAD

MUELLER PROPERTY
STEWARDSHIP PROJECT PLAN

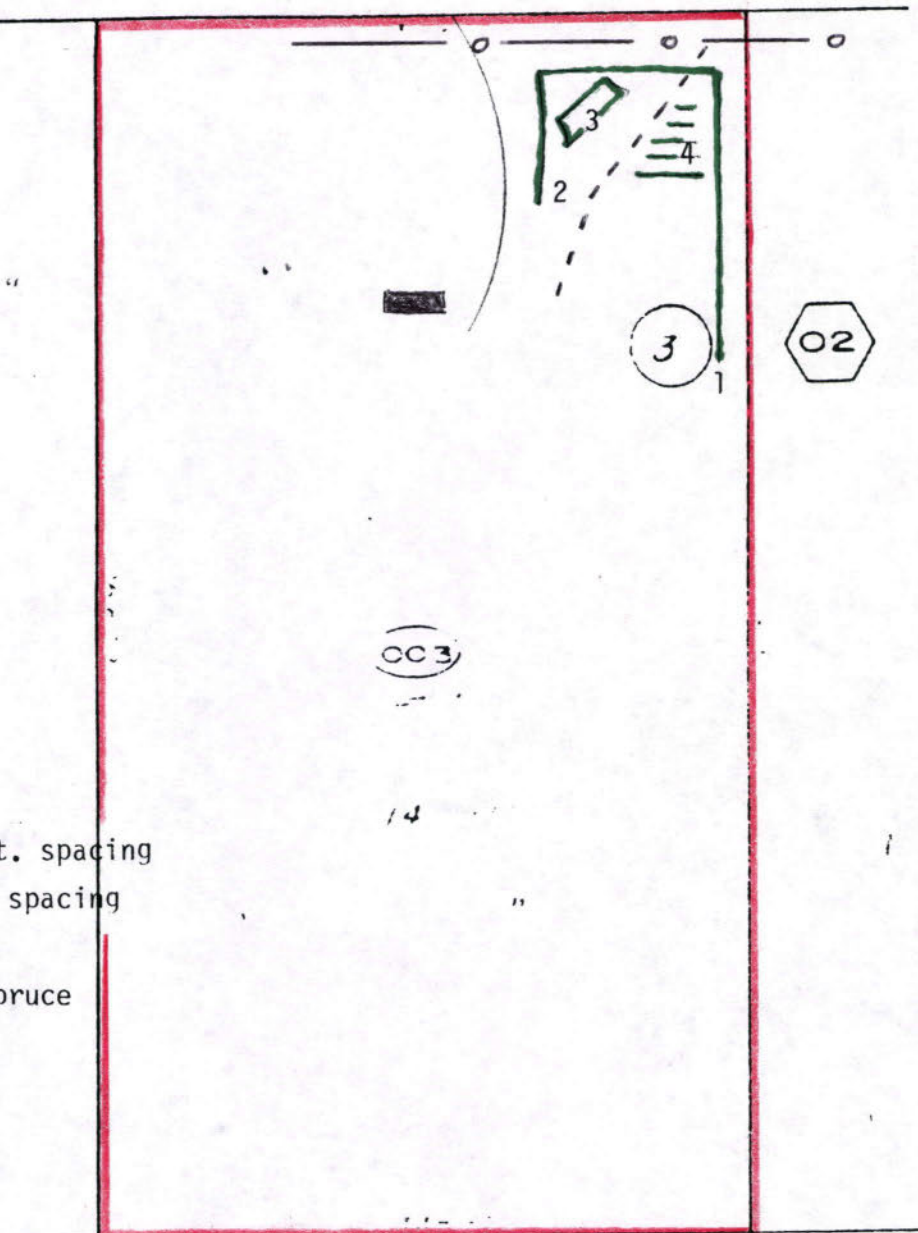
Planting Plan
1993

LEGEND

Property Boundary ———
Driveway/House ———
Trail - - - -
Powerline — o — o

Planting Plan Items

Row 1 Nanking Cherry 530 ft. 5 ft. spacing
Row 2 Honeylocust 132 ft. 10 ft. spacing
3 Thicket #1 Am. Plum
4 Thicket #2 D.-fir/CO Blue Spruce



NORTH

PHILLIPS

ROAD

MUJELLER PROPERTY

STEWARDSHIP PROJECT PLAN

Planting Plan

1993

LEGEND

Property Boundary

Driveway/House

Trail

Powerline

Planting Plan Items

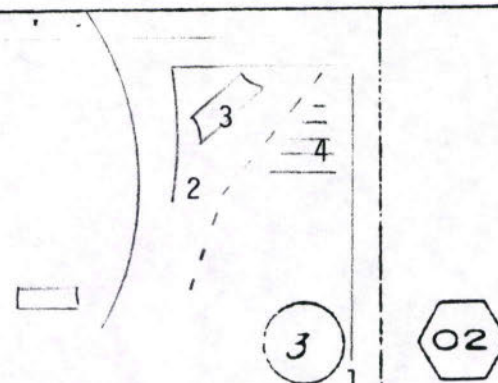
Row 1 Nanking Cherry 530 ft. 5 ft. spacing

Row 2 Honeylocust 132 ft. 10 ft. spacing

3 Thicket #1 Am. Plum

4 Thicket #2 D.-fir/CO Blue Spruce

NORTH



PHILLIPS

ROAD

3

02

003

14

33780

33781

PHILLIPS

ROAD

33782

33783

612714

612715

004

178240

15

003

178241

14

3

02

33880

33881

Stewardship Project Plan
Mueller Property
1992

Stewardship Acres: 5 acres

Project Acres: .5 acres

Rows: .3 acres

Clump: .2 acres

General

This project is being implemented to meet objectives outlined in the Mueller property Forest Stewardship Plan. This initial project is to meet said objectives for 1992.

This windbreak/wildlife habitat planting is to be done in conjunction with the Mueller's neighbor to the west - Wayne Bye/Phyllis Clark (see Bye/Clark Forest Stewardship Plan). Together, the plantings will be implemented to meet objectives of mutual concern by both landowners to improve wildlife habitat as described in their respective plans. The two plantings dovetail so to meet the Mueller's primary object of creating a windbreak with wildlife benefits with the wildlife habitat objectives of the Bye/Clark property.

Planting Design (See map for detail)

The planting will consist of a single shrub row along the west property boundary. This row will extend from a common point with the Bye/Clark planting and extend 130 feet. After a 50 foot break where existing trees are located, the windbreak will consist of three rows curving along the west and north boundaries. It will be located nearly 100 feet from the house. A single row will continue along the driveway. Small clump plantings and random taller trees will be planted in the enclosure formed by the planting, the house and existing vegetation.

Planting Specifications

Spacing between rows: 10 feet between the shrub row and Rocky Mtn. Juniper/Pinon row.
12 feet between the RMJ/PJ row and the Bur Oak row.

In-row spacing: Shrubs 5 feet
RMJ/PJ 10 feet
Bur Oak 12 feet

Maintenance

Fabric mulch will be used in the row plantings. This will maintain a weed free zone around all trees/shrubs and help maintain and conserve moisture. Owner to conduct weed control maintenance in clump planting area. Owner to water as prescribed or install a drip irrigation system. Control for rabbits or other damaging agents as needed. Monitor for insect and disease problems.

Costs

1. Materials

- A. Planting stock - ordered by owner
- B. Fabric mulch (865 ft.) 3 rolls @ \$110/roll = \$330.00

2. Labor

- A. Site preparation \$100.00
- B. Machine planting: (row planting)
118 trees @ \$.40/tree = \$47.20
Owner to plant remainder
- C, Mulch installation: 865 ft. @ \$.10/ft. = \$86.50
- D. Watering: 118 trees @ \$.20/tree = \$23.60
(Optional if done by owner on day of planting)

Total Tree Care Cost: \$587.30

Seedling Tree Cost: Ordered by owner

Forest Stewardship Assistance

All programs and assistance are offered on a nondiscriminatory basis without regard to race, color, national origin, religion, sex, age, marital status, or handicap.



Name Gary/Krista Mueller
Address 9826 Phillips City Lafayette
State Colorado Zip code 80026 Phone 665-2850

I recognize that ownership of my property not only grants me the right to manage this property for my benefit, but also carries with it the responsibility to be a good steward of the land and the natural resources on it. As a good steward I wish to improve the productivity, enhance the natural resources, and preserve future options for the use of this property.

The legal description of my property is SE 1/4, SW 1/4, section 9, township 1N, range 69 W, 6th principal meridian, Boulder County, Colorado. Acres of forest land: _____, acres of land suitable for growing trees: 5, total stewardship acres: _____.

My objectives for forest stewardship management are:

- ☐ healthy forest
- ☒ aesthetics
- ☐ insect and disease control
- ☐ fire prevention and fuel reduction
- ☒ wildlife habitat improvement for (species) pheasants, upland birds
- ☒ soil & water protection or improvement
- ☐ riparian area improvement
- ☐ grazing improvement
- ☐ forest products
- ☐ forest agriculture (property tax) classification
- ☒ conservation planting for:
 - ☒ windbreak or shelterbelt
 - ☐ screening
 - ☐ noise abatement
 - ☒ wildlife habitat for (species) _____
 - ☒ Christmas trees
 - ☐ erosion control
 - ☐ reforestation
- ☐ other (specify) _____

In order to be a good steward of my property I am requesting the assistance of CSFS/SCS/DOW - to help me develop a stewardship plan to guide me in the managing the resources entrusted to me. I understand that this plan may qualify me for Stewardship Incentive Program (SIP) cost sharing.

Gary Mueller
Landowner's signature





1-29-92
date

PHILLIPS

ROAD

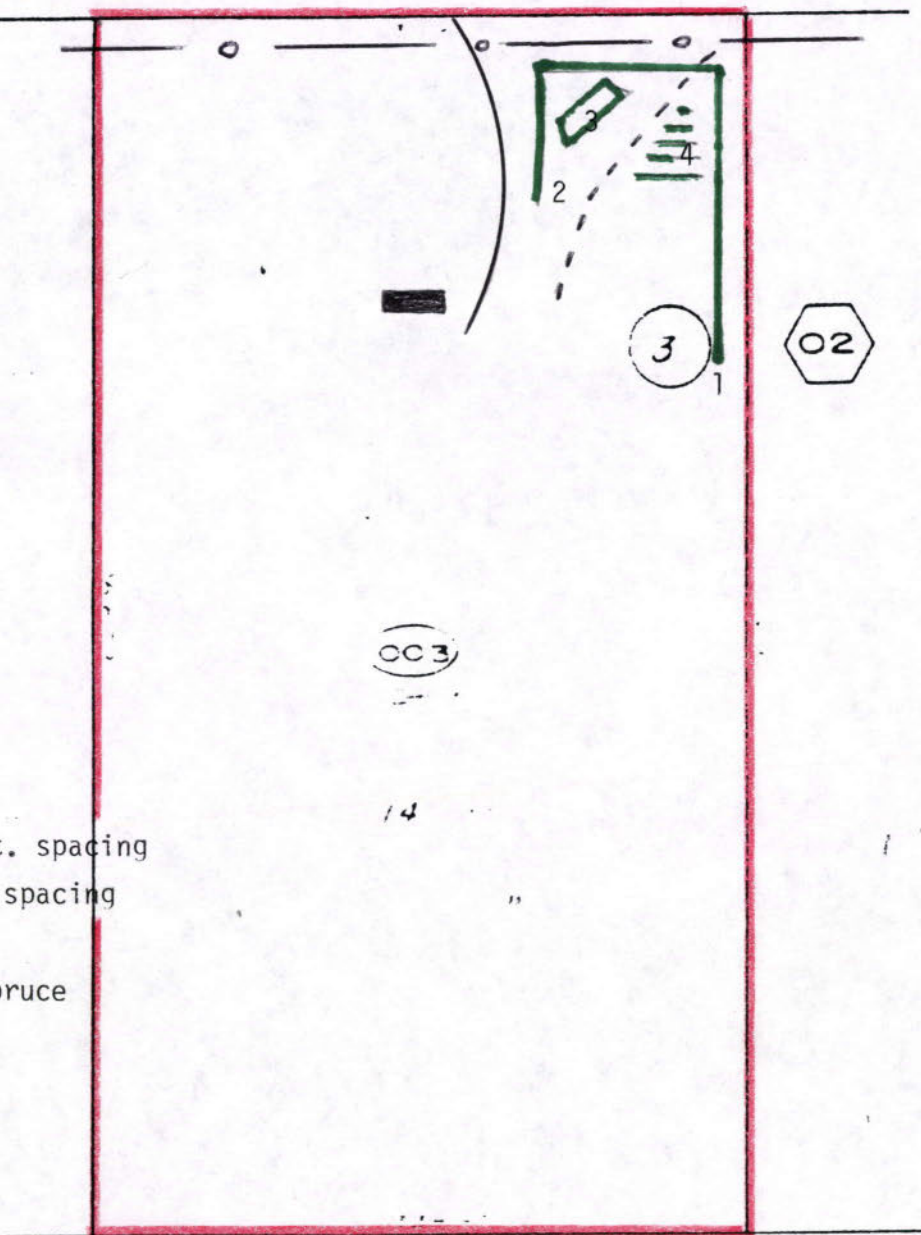
MUELLER PROPERTY
STEWARDSHIP PROJECT PLAN
Planting Plan
1993

LEGEND

- Property Boundary 
Driveway/House 
Trail 
Powerline 

Planting Plan Items

- Row 1 Nanking Cherry 530 ft. 5 ft. spacing
Row 2 Honeylocust 132 ft. 10 ft. spacing
3 Thicket #1 Am. Plum
4 Thicket #2 D.-fir/CO Blue Spruce



NORTH