

INSTRUCTIONS: Make all purchases in the name of the COLORADO STATE FOREST SERVICE. Attach this completed form to each invoice or document that results in a cost to CSFS and forward to the State Office for processing. Complete vendor address is necessary to process payment. Include Social Security number if requesting payment to an individual. Both signatures at bottom of this form must be completed before processing.

Make payment to: <u>Woodland Mgt Consultants</u>	Comments or Special Instructions:
Date Prepared: <u>12-11-98</u>	
Prepared by: <u>Kathy Porter</u>	
Assigned PO/DPO Number: <u>PO# 524597</u>	GSA Julian Date: _____ GSA S/N: _____
	Invoice #: _____ Bill To: _____

Item #	Account	Subcode	Invoice #	Invoice Date	Description of Supplies or Services	Amount
1	1-93450	4550		11-7-98	25% of Stumpage Pl on	712.50
2					CSFS Invoice	
3					#48475	
4						
5						
6						
7						
8						

Receipt Certification:

Date: 12-11-98
Nike B. M.
 Signature

Expenditure Approval:

Date: 12-11-98
Nike B. M.
 Authorized Signature

TOTAL

\$ 712.50

Kathy,

1689.90

Please hold back

16 hrs. @ $\$26/\text{hr}$ = 416
and

200 miles @ $.158\text{¢}/\text{mile}$ 31.60

447.60

Thanks, *W. H. H.*

To:

Invoice No.

48475

DWIGHT C. CLARK - LOGGING


5531 W CTY RD 20

LOVELAND CO 80537

Colorado
State
 FOREST
 SERVICE

Date: DECEMBER 7, 1998

Item	Unit Cost	Total
T11N, R77W, SEC 36, LARIMER COUNTY		
1 STUMPAGE PAYMENT LA GARDER CREEK STATE LAND SECTION		2850.00
2		
3 DIRECT EXPENSES		
4 DISTRICT HOURS: 16 X \$26 =	416.00	
5 MILEAGE 200 X .158 =	31.60	
6	447.60	
7 WOODLAND MGT (11/7/98)	712.59	
8	1160.10	
9 NET TO SLB	1689.90	
Tax Exempt No.	2850.00	Sales Tax

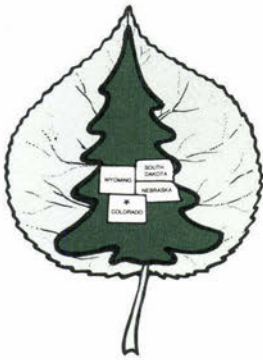
CSFS Originator 
 Payment Due By THANK YOU

Remit to:

Total	2850.00
CK-CA-MO Amount Paid:	2850.00
Amount Due	0
Ck# 6624 & 6625	Dated 11/7/98
Rcv'd By KRP	F.Y. 98/99
Funding	Amount
1-93450	4550 712.50
1-93210	0641 447.60
1-93210	0645 1689.90

Deposit No.

Date



Woodland Management Consultants
P.O. Box 10
Fort Collins, Colorado 80522
(970) 221-1336

November 7, 1998

Mike Hughes
Colorado State Forest Service
Foothills Campus
Ft. Collins, CO 80523-0575

Dear Mike,

Enclosed please find check #6624-\$2700 and check # 6625-\$150 from Dwight Clark. This is the final stumpage payment for LaGarde Creek. The slash piles will be burned this winter, which will complete all contractual obligations.

Also enclosed is my invoice for this income.

Sincerely,

Bill Gherardi

Forester, Woodland Management Consultants

Enclosures

CSFS RECEIVING REPORT

CSFS #820 (REV. 7/92)

INSTRUCTIONS: Make all purchases in the name of the COLORADO STATE FOREST SERVICE. Attach this completed form to each invoice or document that results in a cost to CSFS and forward to the State Office for processing. Complete vendor address is necessary to process payment. Include Social Security number if requesting payment to an individual. Both signatures at bottom of this form must be completed before processing.

Make payment to: <u>Woodland Mgt Consultants</u>	Comments or Special Instructions:
Date Prepared: <u>10-29-98</u>	
Prepared by: <u>Kathy R. Porter</u>	
Assigned PO/DPO Number: <u>PO 524597</u>	
GSA Julian Date: _____	GSA S/N: _____
Invoice #: _____	Bill To: _____

Item #	Account	Subcode	Invoice #	Invoice Date	Description of Supplies or Services	Amount
1		4550		9-28-98	25% of Stampage paid on CSFS	575.00
2					Inv # 48457	
3						
4						
5						
6						
7						
8						

Receipt Certification:

Date: 10-29-98
Kathy R. Porter
Signature

Expenditure Approval:

Date: _____

Authorized Signature

TOTAL

\$ 575.00

10-14-98

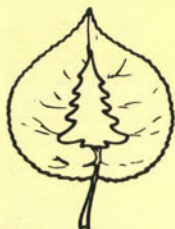
Kathy,

Please hold back

4 hrs @ 26^{00} /hr

Thanks,

John



**Woodland
Management Consultants**

P.O. Box 10
Fort Collins, Colorado 80522
303-221-1336

No.

DATE 9-28-98

TO

COLORADO STATE FOREST SERVICE

ADDRESS

FOOTHILLS CAMPGS

CITY

STATE

ZIP

FT. COLLINS

CO

80523

QTY.	DESCRIPTION	UNIT PRICE		AMOUNT	
	PO# 524597-25%(2300)			515	00
PLEASE PAY FROM THIS INVOICE				SUB TOTAL	
				TAX	
				TOTAL	515 00

To:

Invoice No.

48457

DWIGHT C CLARK - LOGGING

5531 W COUNTY RD 20

LOVELAND CO 80527

Colorado
State
 FOREST
 SERVICE

Date: OCTOBER 29, 1998

Item	Unit Cost	Total
1 T11N, R77W, SEC 35, LARIMER COUNTY		
1 STUMPAGE PAYMENT LA GARDE GREEK STATE LAND		2300.00
2		
3		
4 Direct Expenses		
5 District: 41 hours x \$26/hr = 104.00		
6 Woodland Mgt 19.28.98 575.00		
7 679.00		
8 Net to SLB 1621.00		
9 2300.00		
Tax Exempt No.	Sales Tax	

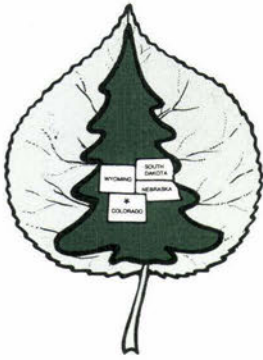
CSFS Originator 
 Payment Due By THANK YOU

Remit to:

Total	2300.00
CK-CA-MO Amount Paid:	2300.00
Amount Due	0
Ck# 6579	Dated 9/26/98
Rcv'd By MH	F.Y. 98/99
Funding	Amount
1-93450	4550 575.00
1-93210	0641 104.00
1-93210	0645 1621.00

Deposit No.

Date



Woodland Management Consultants
P.O. Box 10
Fort Collins, Colorado 80522
(970) 221-1336

August 31, 1998

Mike Hughes
Colorado State Forest Service
Foothills Campus
Ft. Collins, CO 80523-5075

Dear Mike,
Enclosed please find check # 6532 for \$2352 from Dwight Clark
for timber harvested from LaGarde Creek. Also enclosed is my
invoice for this payment.

If you have any questions, please call me.

Sincerely,

Bill Gherardi

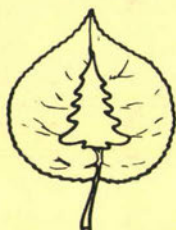
Forester, Woodland Management Consultants

Enclosures

Kathy,

Please hold back 16 hours
plus any of your time

Thanks,
WML



**Woodland
Management Consultants**

P.O. Box 10
Fort Collins, Colorado 80522
303-221-1336

No.

DATE 8-31-98

TO

COLORADO STATE FOREST SERVICE

ADDRESS

FOOTHILLS CAMPUS

CITY

FT. COLLINS

STATE

CO

ZIP

80523

QTY.	DESCRIPTION	UNIT PRICE	AMOUNT
	PO # 524597 - 25% (2352)		588.00
PLEASE PAY FROM THIS INVOICE		SUB TOTAL	
		TAX	
		TOTAL	588.00

To: Dwight Clark Logging
5531 W 5TH RD
Longmont CO 80501

Invoice No. 47621

Colorado
State
FOREST
SERVICE

Date: 9-3-98

Item	Unit Cost	Total
1 <u>for Clark Creek TMA, R7TW, Sec 36</u>		
2 <u>Storage Payment</u>		<u>2352.00</u>
3 <u>Direct Expenses:</u>		
4 <u>District: 17 hrs x 26/hr =</u>		
5 <u>Woodland Mgt (8-31-98) =</u>		<u>442.00</u>
6 <u>Subtotal</u>	<u>1030-</u>	
7 <u>Net to SLB</u>	<u>1322-</u>	
8		
9		

Tax Exempt No. _____

Sales Tax _____

Total 2794.00

CK-CA-MO Amount Paid: 2352.00

Amount Due 0

CSFS Originator Mark R. Porter

Payment Due By Thank You

Ck# 6532 Dated 9-29-98

Rcv'd By DAH F.Y. 98-99

Remit to:

Funding	Amount
<u>1-93450</u>	<u>4550 588.00</u>
<u>1-93210</u>	<u>0641 942.00</u>
<u>1-93210</u>	<u>0645 1322.00</u>

Deposit No. _____

Date _____

CSFS RECEIVING REPORT

CSFS #820 (REV. 7/92)

INSTRUCTIONS: Make all purchases in the name of the COLORADO STATE FOREST SERVICE. Attach this completed form to each invoice or document that results in a cost to CSFS and forward to the State Office for processing. Complete vendor address is necessary to process payment. Include Social Security number if requesting payment to an individual. Both signatures at bottom of this form must be completed before processing.

Make payment to: Woodland Mgt Cont.
Date Prepared: 9-3-98
Prepared by: K Porter
Assigned PO/DPO Number: 524 597

Comments or Special Instructions:

GSA Julian Date: _____ GSA S/N: _____

Invoice #: _____ Bill To: _____

Item #	Account	Subcode	Invoice #	Invoice Date	Description of Supplies or Services	Amount
1			8	8-31-98	256 of Tarpaper ^{CSFS} I #47621	588.00
2						
3						
4						
5						
6						
7						
8						

Receipt Certification:

Date: _____

Signature _____

Expenditure Approval:

Date: _____

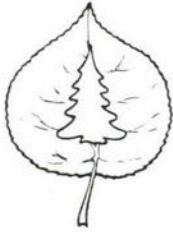
Authorized Signature _____

TOTAL \$ 588.00

Kathy,

Please take out
32 hours @ $\frac{\$}{24/hr}$

Thanks,
Mhu



**Woodland
Management Consultants**

P.O. Box 10
Fort Collins, Colorado 80522
303-221-1336

No.

DATE 12-8-1997

TO

Colorado State Forest Service

ADDRESS

Foothills Campus

CITY

Ft. Collins,

STATE

CO

ZIP

80523

QTY.	DESCRIPTION	UNIT PRICE	AMOUNT
	PO # P513911-25%(\$3740)		935 00
PLEASE PAY FROM THIS INVOICE		SUB TOTAL	
		TAX	
		TOTAL	935 00

INSTRUCTIONS: Make all purchases in the name of the COLORADO STATE FOREST SERVICE. Attach this completed form to each invoice or document that results in a cost to CSFS and forward to the State Office for processing. Complete vendor address is necessary to process payment. Include Social Security number if requesting payment to an individual. Both signatures at bottom of this form must be completed before processing.

Make payment to: Woodland Mgt Consultants
Date Prepared: 12-22-97
Prepared by: K Porter
Assigned PO/DPO Number: P518400

Comments or Special Instructions:

GSA Julian Date: _____ GSA S/N: _____

Invoice #: _____ Bill To: _____

Item #	Account	Subcode	Invoice #	Invoice Date	Description of Supplies or Services	Amount
1	1-93450	4550		12-8-97	25% of \$3740.00 Stampage	935.00
2						
3						
4						
5						
6						
7						
8						

Receipt Certification:

Date: 12-22-97
K Porter
Signature

Expenditure Approval:

Date: 12-12-97
[Signature]
Authorized Signature

TOTAL \$ 935.00


To: _____
DWIGHT C CLARK-LOGGING _____
5531 W CTY RD 20 _____
LOVELAND CO 80537 _____

Invoice No. 44538

Colorado
State
FOREST
SERVICE

Date: DECEMBER 22, 1997

Item	Unit Cost	Total
1 LA GARDE CREEK T11N, R77W, SEC 36 LARIMER COUNTY		
2 STUMPAGE PAYMENT		3740.00
3		
4		
5 DIRECT EXPENSES:		
6 INV WOODLAND MFG 12/8/97 935.00		
7 DISTRICT EXPENSE: 32 X \$24 768.00		
8 TOTAL 1804.00		
9		
NET TO SLB 1936.00		
Tax Exempt No. _____	Sales Tax	


CSFS Originator _____
Payment Due By THANK YOU

Remit to:

Total	3740.00
CK-CA-MO Amount Paid:	3740.00
Amount Due	0
Ck# 6356	Dated 12/6/97
Rcv'd By MH	F.Y. 97/98
Funding	Amount
1-93210 0641	768.00 1804.00
1-93210 0645	1936.00
1-93450 04550	935.00

Deposit No.

Date



07/01/97

P518400

PURCHASING DEPARTMENT

FORT COLLINS, CO 80523-6010

PHONE (970) 491-5105 FAX (970) 491-5523

START 07/01/97 END 06/30/98

PURCHASE ORDER

TERMS

F.O.B.

QUOTE NO./QUOTE DATE

EXPECTED DELIVERY DATE

N

B900290

JOHN C. TYLER

PURCH. CONTACT

(970) 491-5107

PHONE

Q213835

5060

DEPT. NO.

V0000170050

V
E
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D
O
R

WOODLAND MGMT CONSULTANTS
P O BOX 10
FORT COLLINS CO 80522

S
H
I
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T
O

CSFS FORT COLLINS DISTRICT
1052 FOOTHILLS CAMPUS
REFERENCE P.O. P518400
FORT COLLINS CO 80523

76. Collins

ACCOUNT NUMBER		PERCENT	AMOUNT	ACCOUNT NUMBER		PERCENT	AMOUNT
NO.	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE		EXTENSION	
			SERVICE AGREEMENT				
001	1.00	LOT	RENEWAL OF SERVICE AGREEMENT TO CONTINUE TO DEVELOP AND IMPLEMENT MANAGEMENT PLANS ON S36 T11N R77W PER EXTENSION AGREEMENT DATED 05/19/97 PERIOD: JULY 1, 1997 - JUNE 30, 1998 RENEWAL P512942 FINANCIAL OBLIGATIONS OF THE STATE AND CSU PAYABLE AFTER THE CURRENT STATE FISCAL YEAR (EXCEPT AS SHOWN ON THE SAID CSU PURCHASE ORDER) FOR SERVICES AND/OR PRODUCTS TO BE PROVIDED UNDER THE AGREEMENT ARE CONTINGENT UPON FUNDS FOR THAT PURPOSE BEING APPROPRIATED, BUDGETED AND OTHERWISE MADE AVAILABLE AS EVIDENCED BY THE ISSUANCE OF ANOTHER CSU PURCHASE ORDER. IN ADDITION, THE PARTIES RECOGNIZE THAT AS A RESULT OF THE 1992 PASSAGE OF "THE TAXPAYER'S BILL OF RIGHTS" AMENDMENT TO THE COLORADO	7,813.0000		7,813.00	

WHEN YOU RECEIVE THE ABOVE ITEM(S)
COMPLETE, SIGN, DATE & RETURN THIS
COPY W/ COPY OF PACKING SLIP TO S.O.
SIGNED _____
DATE REC'D _____

TOTAL

CONTINUED

PAYMENTS				PAYMENTS						
C _P F	DIS CODE	INVOICE NUMBER	INVOICE DATE	PAY AMOUNT	C _P F	DIS CODE	INVOICE NUMBER	INVOICE DATE	PAY AMOUNT	APPROVED FOR PAYMENT
										\$ _____
										DATE _____
										INITIALS _____

DEPARTMENT



DATE

PURCHASE ORDER

07/01/97

P518400

PURCHASE ORDER

PURCHASING DEPARTMENT

FORT COLLINS, CO 80523-6010

PHONE (970) 491-5105 FAX (970) 491-5523

START 07/01/97 END 06/30/98

TERMS

F.O.B.

QUOTE NO./QUOTE DATE

EXPECTED DELIVERY DATE

PURCH. CONTACT

PHONE

DEPT. NO.

V0000170050

V
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D
O
R

WOODLAND MGMT CONSULTANTS

*** PO CONTINUATION ***

*** PAGE NUMBER BELOW ***

S
H
I
P
T
O

CSFS FORT COLLINS DISTRICT

1052 FOOTHILLS CAMPUS

REFERENCE P.O. P518400

FORT COLLINS CO 80523

ACCOUNT NUMBER			PERCENT	AMOUNT	ACCOUNT NUMBER			PERCENT	AMOUNT
NO.	QUANTITY	UNIT	DESCRIPTION			UNIT PRICE		EXTENSION	
			CONSTITUTION, ALL STATE CONTRACTS ARE REQUIRED TO TERMINATE AT THE END OF EACH FISCAL YEAR WITH RENEWAL RIGHTS AT THE SOLE DISCRETION OF THE STATE. THEREFORE, ANY PROVISION OF THIS AGREEMENT NOTWITHSTANDING, THIS AGREEMENT SHALL TERMINATE ON JUNE 30 OF EACH YEAR, UNLESS RENEWED AT THAT TIME AT THE SOLE DISCRETION OF CSU.						
			FS						
			1-93450-4550						

TOTAL

\$

7,813.00

PAYMENTS

C/P	DIS	INVOICE NUMBER	INVOICE DATE	PAY AMOUNT

PAYMENTS

C/P	DIS	INVOICE NUMBER	INVOICE DATE	PAY AMOUNT	APPROVED FOR PAYMENT
					\$
					DATE
					INITIALS

DEPARTMENT

2


EXTENSION OF CONTRACT PERIOD

Per Clause 8 of the Service Agreement dated February 11, 1992, the termination date stated in Clause 4 is hereby extended to:

June 30, 1998.

In witness where of the parties to the original agreement hereto have executed this Amendment to that Agreement on May 19, 1997.

LANDOWNER


Assistant District Forester

CONTRACTOR


Woodland Management Consultants



Woodland Management Consultants
P.O. Box 10
Fort Collins, Colorado 80522
(303) 221-1336

May 15, 199~~5~~6

[Handwritten signature]

Work Plan

Legal : 11 North, Range 77 West, Section 36.

Common Name : LaGarde Creek

Prescription : Commercial thin and salvage of fire killed pine.

Practice Size : 20 acres salvage; 200 acres thinning.

Species : Lodgepole pine.

Products : Roundwood.

Volume : 350 cords dead, 1500 cords green roundwood.

Direct Cost : \$7813.

Value : \$31250.

Duration : 2 years.

Other Benefits : Release pole timber. Promote forage production.
Release seedlings in burn area.

Why : Reduce spread of mistletoe and promote regeneration
to utilize site potential.

Submitted by : Bill Gherardi
Woodland Management Consultants

2310
w/ Plan
1730
(11/91)

AGREEMENT

THIS AGREEMENT, made this 11th day of February, 19 92,
by and between the State Board of Agriculture in behalf of the Colorado State
Forest Service, Fort Collins District, Bldg. 1052, Foothills Campus, CSU, Fort
Collins CO 80523, hereinafter
referred to as the LANDOWNER, and Bill Gherardi, dba Woodland Management
Consultants, PO Box 10, Port Collins, CO 80524
221-1336, hereinafter referred to as the CONTRACTOR; and

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

WHEREAS, the LANDOWNER desires to implement forest practices as 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 CONTRACTOR provided for in this
Agreement. The property is described as follows:

Section 36, T11N, R77W, and Section 16, T10N, R76W, 6th PM Larimer
County, Colorado.

2. LANDOWNER grants to CONTRACTOR the right to access to the above
described property for the following purposes.
 - Prepare a Forest Management Plan and Annual Work Plans. (The
Management Plan will cover both sections.)
 - Preparing, selling to subcontractors, and administering forest
products sales (including slash disposal).
 - Stumpage payments will be made to the LANDOWNER by all sales
subcontractors. The LANDOWNER will bill forest products sale
subcontractors after notification by the CONTRACTOR.
 - Provide for collection of an application fee from each
subcontractor: \$15 for sales from \$250 to \$999 and \$25 for sales
over \$1000.
 - A performance bond of 10% of the stumpage value will be provided
by each subcontractor to the LANDOWNER but it shall be the
responsibility of the CONTRACTOR to see that the bond is posted
prior to any sales activity.
3. CONTRACTOR agrees to provide the services specified in Paragraph 2
of this Agreement in consideration for:

25% of the revenue from forest products sales resulting from the
Forest Management Plan and Annual Work Plans, payable in semi-annual
installments per invoices submitted to the LANDOWNER by the
CONTRACTOR

4. It is understood between the LANDOWNER and the CONTRACTOR that this Agreement shall begin on the date first above written, and shall remain in force until December 31, 1994.

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

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

7. At the time of execution of this Agreement, CONTRACTOR has in force state workman's compensation insurance and a liability insurance policy with liability limits of \$150,000/\$400,000. ~~These liability limits shall be the limit of liability for contractor and all employees of the CONTRACTOR.~~

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

9. Financial obligations of CSFS are contingent upon funds for that purpose being collected from Forest Products subcontractors.

10. The CONTRACTOR 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 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 18-6-401, 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 his/her knowledge no CSFS 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.

LANDOWNER

CONTRACTOR

Ray McElroy

Woodland Mt. Consultants
by Bill Shewdi

TIMBER SALE CONTRACT

Agreement entered into this 14TH day of JANUARY, 1996 between WOODLAND MGT. CONSULTANTS
PO BOX 10 of FR. COLLINS CO 80522
(Address) (Post Office) (State)
hereinafter is called the seller, and DWIGHT CLARK LOGGING of 5531 W. CTY. RD 20
(Name of Purchaser) (Address)
LOVELAND CO 80537, hereinafter called the purchaser.
(Post Office) (State)

Witnesseth:

The seller being the legal owner, or the lawful authorized agent, agrees to sell; and, the purchaser agrees to buy the following described timber upon the terms and conditions hereinafter stated.

I. Location and Description

The cruise volume of the marked or designated timber is estimated at PURCHASERS ESTIMATE from approximately 100 acres designated on-the-ground by the seller (see Exhibit A) prior to cutting and located in:

Township	Range	Section	County	State
<u>11 NORTH</u>	<u>77 WEST</u>	<u>36</u>	<u>LAIMER</u>	<u>COLORADO</u>

The timber has been designated for sale on the basis of PRESCRIBED tree marking. All PRESCRIBED trees are to be cut and paid for as outlined in Section III. The UNPRESCRIBED trees are not to be cut and remain the property of the seller. The marking will consist of: HEALTHY FULL CROWN LEAVE TREES ON A SPACING OF 2 TIMES TREE DBH IN FEET.

Sale boundaries are marked in the following manner: FENCE LINE, EXISTING ROADS & CLEARCUT UNIT BOUNDARIES.

II. Contract

It is agreed upon between the seller and the purchaser that this contract begins JANUARY 14, 1996 and terminates on NOVEMBER 30, 1996. (Merchantable material, cut and left in the woods; and/or designated trees left uncut shall be paid for as specified in Section III. Any timber and/or other products left in the woods after the termination date will revert to the landowner. Undesignated trees which are cut and/or removed without the consent of the seller constitutes an illegal trespass).

III. Payment

INSTRUCTIONS: Make all purchases in the name of the COLORADO STATE FOREST SERVICE. Attach this completed form to each invoice or document that results in a cost to CSFS and forward to the State Office for processing. Complete vendor address is necessary to process payment. Include Social Security number if requesting payment to an individual. Both signatures at bottom of this form must be completed before processing.

Make payment to: Woodland Mgt Consult
 Date Prepared: 12-4-96
 Prepared by: Kathy Porter
 Assigned PO/DPO Number: PO# 512942

Comments or Special Instructions:

GSA Julian Date: _____ GSA S/N: _____

Invoice #: _____ Bill To: _____

Item #	Account	Subcode	Invoice #	Invoice Date	Description of Supplies or Services	Amount
1	1-92550	4550		110996	25% of 517.50 Stampage	129.37
2				120496	25% of 1260.00 Stampage	315.00
3						
4						
5						
6						
7						
8						

Receipt Certification:

Date: 12-4-96
Kathy R Porter
 Signature

Expenditure Approval:

Date: 12-4-96
Walter Smith
 Authorized Signature

TOTAL

\$444.37

To:

Invoice No. 42340LESTER OR SHARON CRABTREEBOX 799, HWY 230LARAMIE WY 82070

Colorado
State
 FOREST
 SERVICE

Date: DECEMBER 2, 1996

Item	FCSL 96-3	S36, T11N, R77W, LARIMER COUNTY,,	Unit Cost	Total
1	STUMPAGE PAYMENT, LA GARDE CREEK			262.50
2				
3				
4	DIRECT COSTS:	GHERARDI INV 11/9/96	65.62	
5		NET TO SLB	196.88	
6				
7				
8				
9				
Tax Exempt No. _____			Sales Tax	

CSFS Originator

Payment Due By THANK YOU

Remit to:

Total		262.50
CK-CA-MO Amount Paid:		262.50
Amount Due		0
Ck#	1841	Dated 11/4/96
Rcv'd By	MH	F.Y. 96/97
Funding		Amount
1-92550	4550	65.62
1-93210	0641	196.88

Deposit No.

Date

White-Customer copy; Yellow-State Office copy; Pink-Project copy

To:

Invoice No. 42339RICHARD OR DEBORAH CRABTREE3003 N COUNTY RD 23PO BOX 252BELLVUE CO 80512

Colorado
State
 FOREST
 SERVICE

Date: DECEMBER 2, 1996

Item	S36 T11N R77W, 6TH PM COLORADO FCSL96-2	Unit Cost	Total
1	STUMPAGE PAYMENT LA GARDE CREEK		255.00
2			
3			
4			
5	DIRECT COSTS: GHERARDI INV 11/9/96	63.75	
6	NET TO SLB	191.25	
7			
8			
9			
Tax Exempt No. _____		Sales Tax	

CSFS Originator

Payment Due By THANK YOU

Remit to:

Total		255.00
CK-CA-MO Amount Paid:		255.00
Amount Due		255.00
Ck#	5328	Dated 10/31/96
Rcv'd By	MH	F.Y. 96/97
Funding		Amount
1-92550	4550	63.75
1-93210	0641	191.25

Deposit No.

Date

White-Customer copy; Yellow-State Office copy; Pink-Project copy

INSTRUCTIONS: Make all purchases in the name of the COLORADO STATE FOREST SERVICE. Attach this completed form to each invoice or document that results in a cost to CSFS and forward to the State Office for processing. Complete vendor address is necessary to process payment. Include Social Security number if requesting payment to an individual. Both signatures at bottom of this form must be completed before processing.

Make payment to: <u>Woodland Mgt Consultants</u>	Comments or Special Instructions:
Date Prepared: <u>10-24-96</u>	
Prepared by: <u>K. Porter</u>	
Assigned PO/DPO Number: <u>P 512942</u>	
GSA Julian Date: _____ GSA S/N: _____	
Invoice #: _____ Bill To: _____	

Item #	Account	Subcode	Invoice #	Invoice Date	Description of Supplies or Services	Amount
1	1-92550	4550	✓	9/9/96	25% of 367.50 Stumpage	91.87
2	1-92550	4550		10/7/96	" " 292.50 "	73.12
3						
4						
5						
6						
7						
8						

Receipt Certification:

Date: 10-24-96K. Porter
Signature

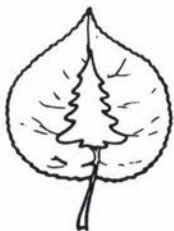
Expenditure Approval:

Date: _____

Authorized Signature

TOTAL

\$164.99



**Woodland
Management Consultants**

P.O. Box 10
Fort Collins, Colorado 80522
303-221-1336

No.

DATE SEPT 9, 1996

TO

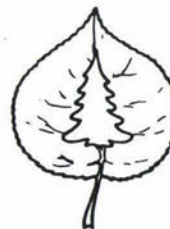
ADDRESS COLORADO STATE FOREST SERVICE

FOOT HILLS CAMPUS

CITY STATE ZIP

FT. COLLINS, CO CO 80521

QTY.	DESCRIPTION	UNIT PRICE	AMOUNT
	RICHARD CRABTREE - 105		
	LESTER CRABTREE 262 ⁵⁰		
	<u>Σ 367⁵⁰</u>		
	PER PO# P512942 -		
	25% (367 ⁵⁰)		91 87
PLEASE PAY FROM THIS INVOICE		SUB TOTAL	
		TAX	
		TOTAL	91 87



**Woodland
Management Consultants**

P.O. Box 10
Fort Collins, Colorado 80522
303-221-1336

No.

DATE 10/1/96

TO

ADDRESS COLORADO STATE FOREST SERVICE

FOOTHILLS CAMPUS

CITY STATE ZIP

FT. COLLINS CO 80525

QTY.	DESCRIPTION	UNIT PRICE	AMOUNT
	PO# P512942 -		
	R CRABTREE - 90 ⁰⁰		
	L. CRABTREE 202 ⁵⁰		
	25% - 292 ⁵⁰		73 12
PLEASE PAY FROM THIS INVOICE		SUB TOTAL	
		TAX	
		TOTAL	73 12

To:

Invoice No. 42327RICHARD CRABTREEPO BOX 252BELLVUE CO 80512

Colorado
State
 FOREST
 SERVICE

Date: OCTOBER 23, 1996

Item	FCSL 96-2	S36 T11N R77W, 6TH PM COLO	Unit Cost	Total
1	STUMPAGE PAYMENT LA GARDE CREEK			90.00
2				
3	DIRECT COSTS: 1 HR @ 24.00	24.00		
4	GHERARDI INV 10/7/96	22.50		
5		46.50		
6	NET TO SLB	43.50		
7				
8				
9				
Tax Exempt No. _____		Sales Tax		

CSFS Originator

Payment Due By THANKYOU

Remit to:

Total		90.00
CK-CA-MO Amount Paid:		90.00
Amount Due		0
Ck#	5087	Dated 10/2/96
Rcv'd By	MH	F.Y. 96/97
Funding		Amount
1-92550	4550	22.50
1-92550	0641	24.00
1-93210	0641	43.50

Deposit No.

Date

White-Customer copy; Yellow-State Office copy; Pink-Project copy

To:

Invoice No. 42326LESTER CRABTREEBOX 799, HWY 230LARAMIE WY 82070

Colorado
State
 FOREST
 SERVICE

Date: OCTOBER 24, 1996

Item	FCSL 96-3 S36 T11N R77W LARIMER COUNTY 6TH PM COLO	Unit Cost	Total
1	STUMPAGE PAYMENT, LA GARDE CREEK		202.50
2			
3	DIRECT COSTS: 1 HOUR @ 24	24.00	
4	GHERARDI INV 10/7/96	50.62	
5		74.62	
6	NET TO SLB	127.88	
7			
8			
9			
Tax Exempt No. _____		Sales Tax	

CSFS Originator

Payment Due By THANK YOU

Remit to:

Total		202.50
CK-CA-MO Amount Paid:		202.50
Amount Due		0
Ck# 1755	Dated 10/1/96	
Rcv'd By MH	F.Y. 96/97	
Funding		Amount
1-92550	4550.	50.62
1-92550	0641	24.00
1-93210	0641	127.88

Deposit No.

Date

White-Customer copy; Yellow-State Office copy; Pink-Project copy

To:

Invoice No. **40884**

BILL GHERARDI

1413 ASH DR

FORT COLLINS CO 80521

Colorado
State
 FOREST
 SERVICE
Date: OCTOBER 23, 1996

Item		Unit Cost	Total
1	FCSL 96-3 S36 711N R77W, LARIMER COUNTY 6TH PM STUMPAGE PAYMENT, LA GARDE CREEK (FOR LESTER CRABTREE)		262.50
2			
3	DIRECT COSTS: 6 HOURS @ \$24	144.00	
4	120 MILES @ \$.15	18.00	
5	GHERARDI INV 9/9/96	65.62	
6		227.62	
7	NET TO SLB	34.88	
8			
9			
Tax Exempt No. _____		Sales Tax	

CSFS Originator

Payment Due By THANK YOU

Remit to:

Total		262.50
CK-CA-MO Amount Paid:		262.50
Amount Due		0
Ck# 8964	Dated	090996
Rcv'd By MH	F.Y.	96/97
Funding		Amount
1-92550	4550	65.62
1-92550	0641	162.00
1-93210	0641	34.88

Deposit No.

Date

White-Customer copy; Yellow-State Office copy; Pink-Project copy

To:

Invoice No. **40868**

RICHARD CRABTREE

PO BOX 2520

BELLVUE CO 80512

Colorado
State
 FOREST
 SERVICE
Date: OCTOBER 23, 1996

Item	FCSL 96-2	S36 T11N R77W, 6TH PM COLO	Unit Cost	Total
1	STUMPAGE PAYMENT LA GARDE CREEK			105.00
2				
3				
4	DIRECT COSTS:	2 HOURS @ 24	48.00	
5		120 MILES @ \$.15	18.00	
6		GHERARDI INV 9/9/96	26.25	
7			92.25	
8		NET TO SLB	12.75	
9				
Tax Exempt No. _____			Sales Tax	

CSFS Originator

Payment Due By THANK YOU

Remit to:

Total		105.00
CK-CA-MO Amount Paid:		105.00
Amount Due		<i>2</i>
Ck#	5031	Dated 9/2/96
Rcv'd By	MH	F.Y. 96/97
Funding		Amount
1-92550	4550	26.25
1-92550	0641	66.00
1-93210	0641	12.75

Deposit No.

Date

White-Customer copy; Yellow-State Office copy; Pink-Project copy

CSFS RECEIVING REPORT

CSFS #820 (REV. 7/92)

INSTRUCTIONS: Make all purchases in the name of the COLORADO STATE FOREST SERVICE. Attach this completed form to each invoice or document that results in a cost to CSFS and forward to the State Office for processing. Complete vendor address is necessary to process payment. Include Social Security number if requesting payment to an individual. Both signatures at bottom of this form must be completed before processing.

Make payment to: Woodland Mgt Consultants
Date Prepared: 8-9-96
Prepared by: K. Porter
Assigned PO/DPO Number: P512942

Comments or Special Instructions:

GSA Julian Date: _____ GSA S/N: _____

Invoice #: _____ Bill To: _____

Item #	Account	Subcode	Invoice #	Invoice Date	Description of Supplies or Services	Amount
1	1-92550	4550		080396	25% of \$360 - Stampage	90.00
2					Payment on CSFS Inv.	
3					#40697 of 8/9/96.	
4						
5					FCSL #96-3	
6					SE6, T11N, R77W, Larimer	
7					County, 6th P.M.	
8						

Receipt Certification

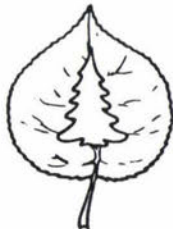
Date: 8-9-96Signature: [Signature]

Expenditure Approval:

Date: 8-12-96Authorized Signature: [Signature]

TOTAL

\$ 90.00



**Woodland
Management Consultants**

P.O. Box 10
Fort Collins, Colorado 80522
303-221-1336

No.

DATE 8/3/96

TO

COLORADO STATE FOREST SERVICE

ADDRESS

FOOTHILLS CAMPUS

CITY

FT. COLLINS

STATE

CO

ZIP

80521

QTY.	DESCRIPTION	UNIT PRICE	AMOUNT	
	PO# PS10099-25% (360)		90	00
	-512942			
PLEASE PAY FROM THIS INVOICE		SUB TOTAL		
		TAX		
		TOTAL	90	00


To:

Invoice No. 40697LESTER CRABTREEBOX 799, HWY 230LARAMIE WY 82070

Colorado
State
 FOREST
 SERVICE

Date: AUGUST 9, 1996

Item	FCSL 96-3 S36, T11N, R77W, LARIMER COUNTY 6TH PM	Unit Cost	Total
1	STUMPAGE PAYMENT, LA GARDE CREEK		360.00
2			
3			
4	DIRECT COSTS: 8 HOURS @ \$24.00	192.00	
5	GHERARDI INV # 8/3/96	<u>90.00</u>	
6		282.00	
7	NET TO SLB	78.00	
8			
9			
Tax Exempt No. _____		Sales Tax	


 CSFS Originator
 Payment Due By THANK YOU

Remit to:

Total		360.00
CK-CA-MO Amount Paid:		360.00
Amount Due		0
Ck#	1610	Dated 8/1/96
Rcv'd By	KRP	F.Y. 96/97
Funding		Amount
1-93210	0641	78.00
1-92550	0641	192.00
1-92550	4550	90.00

Deposit No.

Date



**Woodland
Management Consultants**

P.O. Box 10
Fort Collins, Colorado 80522
303-221-1336

No.

DATE 8/3/96

TO

COLORADO STATE FOREST SERVICE

ADDRESS

FOOTHILLS CAMPUS

CITY

STATE

ZIP

FT. COLLINS

CO

80521

QTY.	DESCRIPTION	UNIT PRICE	AMOUNT
	PO# <u>PS10099 - 25% (360)</u>		90 00
	<u>- 512942</u>		
PLEASE PAY FROM THIS INVOICE		SUB TOTAL	
		TAX	
		TOTAL	90 00



PURCHASING DEPARTMENT
FORT COLLINS, CO 80523-6010
PHONE (970) 491-5105 FAX (970) 491-5523

DATE

PURCHASE ORDER

07/15/96

P512942

PURCHASE ORDER

START 07/01/96 END 06/30/97

TERMS	F.O.B.	QUOTE NO./QUOTE DATE	EXPECTED DELIVERY DATE
PURCH. CONTACT	PHONE	DEPT. NO.	V0000170050

WOODLAND MGMT CONSULTANTS
*** PO CONTINUATION ***
*** PAGE NUMBER BELOW ***

S COLO STATE FOREST SERVICE
H FOOTHILLS CAMPUS
P FT COLLINS DISTRICT OFFICE
T REFERENCE P.O. P512942
O FORT COLLINS CO 80523

ACCOUNT NUMBER	PERCENT	AMOUNT	ACCOUNT NUMBER	PERCENT	AMOUNT

NO.	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	EXTENSION
			<p>PURCHASE ORDER. IN ADDITION, THE PARTIES RECOGNIZE THAT AS A RESULT OF THE 1992 PASSAGE OF "THE TAXPAYER'S BILL OF RIGHTS" AMENDMENT TO THE COLORADO CONSTITUTION, ALL STATE CONTRACTS ARE REQUIRED TO TERMINATE AT THE END OF EACH FISCAL YEAR WITH RENEWAL RIGHTS AT THE SOLE DISCRETION OF THE STATE. THEREFORE, ANY PROVISION OF THIS AGREEMENT NOTWITHSTANDING, THIS AGREEMENT SHALL TERMINATE ON JUNE 30 OF EACH YEAR, UNLESS RENEWED AT THAT TIME AT THE SOLE DISCRETION OF CSU.</p> <p>JB</p> <p>WHEN YOU RECEIVE THE ABOVE ITEM(S) COMPLETE, SIGN, DATE & RETURN THIS COPY W/COPY OF PACKING SLIP TO S.O.</p> <p>SIGNED _____</p> <p>DATE REC'D _____</p>		

TOTAL \$ 7,813.00

PAYMENTS				PAYMENTS			
P.F.	DIS CODE	INVOICE NUMBER	INVOICE DATE	P.F.	DIS CODE	INVOICE NUMBER	INVOICE DATE

DEPARTMENT

To:

Invoice No. 40692

LESTER CRABTREE

BOX 799, HWY 230

LARAMIE WY 82070

Colorado
State
 FOREST
 SERVICE

Date: JULY 15, 1996

Item	FCSL 96-3 S36, T11N, R77W, LARIMER COUNTY, 6TH PM	Unit Cost	Total
1	PERFORMANCE BOND, LA GARDE CREEK		125.00
2	PERMIT APPLICATION FEE,		25.00
3			
4			
5			
6			
7			
8			
9			
Tax Exempt No. _____		Sales Tax	

Kathy R. Porter
 CSFS Originator

Payment Due By THANK YOU

Remit to:

COLORADO STATE FOREST SERVICE
 FORT COLLINS DISTRICT
 BUILDING 1052 FOOTHILLS CAMPUS
 COLORADO STATE UNIVERSITY
 FORT COLLINS CO 80523-5075

Total		150.00
CK-CA-MO Amount Paid:		150.00
Amount Due		0
Ck# 15-036650584		Dated 070796
Rcv'd By MH		F.Y. 96/97
Funding		Amount
1-93210	0646	25.00
0-19606	2060	125.00

Deposit No.

Date

White-Customer copy; Yellow-State Office copy; Pink-Project copy

TIMBER SALE CONTRACT

Agreement entered into this 15th day of JULY, 1996 between WOODLAND M&T CONSULTANTS,
PO BOX 10, of FT. COLLINS, CO 80522
 hereinafter is called the seller, and LESTER CRABTREE, of BOX 799 HWY 230,
LARAMIE, WY 82070, hereinafter called the purchaser.

Witnesseth:

The seller being the legal owner, or the lawful authorized agent, agrees to sell; and, the purchaser agrees to buy the following described timber upon the terms and conditions hereinafter stated.

I. Location and Description

The cruise volume of the marked or designated timber is estimated at 80 CORDS from approximately 10 acres designated on-the-ground by the seller (see Exhibit A) prior to cutting and located in:

Township 11 NORTH Range 77 WEST Section 36 County LARAMIE State CO

The timber has been designated for sale on the basis of PRESCRIPTION tree marking. All PRESCRIBED trees are to be cut and paid for as outlined in Section III. The DEAD TREES MEETING THE MINIMUM UTILIZATION SPECIFICATIONS AS LISTED IN SECTION III. trees are not to be cut and remain the property of the seller. The marking will consist of:

Sale boundaries are marked in the following manner:

II. Contract

It is agreed upon between the seller and the purchaser that this contract begins JULY 1, 1996 and terminates on AUGUST 30, 1996. (Merchantable material, cut and left in the woods; and/or designated trees left uncut shall be paid for as specified in Section III. Any timber and/or other products left in the woods after the termination date will revert to the landowner. Undesignated trees which are cut and/or removed without the consent of the seller constitutes an illegal trespass).

III. Payment

The purchaser agrees to pay the seller for the timber defined as follows:

SPECIES & PRODUCT	ESTIMATED QUANTITY & UNIT	MINIMUM SPECIFICATIONS					PAYMENT RATE PER UNIT OF MEASURE
		TREES		PIECE REQUIRED TO BE REMOVED			
		DBH (INCHES)	NO. OF MIN. PIECES	LENGTH (FEET)	DIB (INCHES)	PERCENT SOUND	
DEAD	80 CORDS	2.0	1	8	1.0	100	\$15/CORD

Payment is to be made prior to entry of each block, per Exhibit B. The scaling and measurement shall be handled and recorded as follows:
PURCHASER LOAD TICKETS.

The title for the timber and other products remain in the seller's name until paid for by the purchaser.

IV. Performance Bond

The purchaser shall furnish a performance bond in the amount of \$125 or cash in lieu thereof to be deposited in escrow at PO BOX 10. [Upon satisfactory completion of all contract requirements, in performance bond or cash + interest will be returned to the purchaser. Upon unsatisfactory completion of the contract requirements the performance bond or cash + interest will be turned over to the seller. (Forfeiture of bond by the contractor may limit eligibility on future contracts.)]

V. Other Provisions [See Reserve Side for Continuation of Provisions]

- NO HUNTING/FISHING ON SECTION 36 OR ADJACENT PRIVATE LANDS.
- APPLICATION OF \$25 IS NON-REFUNDABLE

APPROVAL AND EXECUTION

I(we) agree to the terms, duties and conditions stated on both the front and back sides of this page and upon approval will comply therewith.

Ken R. Crabtree Contractor Date 7/1/96
Woodland M&T Consultants Landowner Date

OTHER PROVISIONS CONTINUED:

The PURCHASER agrees to cut and remove said timber in strict accordance with the following conditions:

- a. Stumps will not exceed 6 inches in height on the uphill side.
- b. PURCHASER will use existing roads, and they shall be kept free of logs, brush and debris resulting from the PURCHASER's operations. Any road used by the PURCHASER in connection with this sale that is damaged or injured beyond ordinary wear and tear through such use shall be restored by him to its original condition. All roads will be given proper closing maintenance before they are accepted as completed for closure.
- c. New roads for the sale will be designated on the ground by _____

Purchaser agrees to cut all merchantable trees (as defined in Section III) in road right-of-way, dispose of stumps by _____
and to lop and scatter all slash from cut trees within the clearing limits, outside of the road right-of-way.
- d. Procurement of rights-of-way affecting timber or lands outside the sale area shall be handled by the PURCHASER.
- e. PURCHASER shall protect property such as fields, fences, telephone, light, and power lines, building, ditches, bridges, etc., against unnecessary damage, and shall repair damage caused by him by restoring them immediately to the condition found prior to damage.
- f. As far as practical, all logging and hauling operations shall be in an orderly and progressive manner, exercising all possible protection to young growth and shall give due consideration to disturbances which will affect soil movement or impair and aggravate water movement.
- g. Slash disposal is the responsibility of the PURCHASER. All slash is to be lopped and scattered not to exceed a depth of 18" above the ground level with limbs not to exceed 8 feet in length. All slash created by spur road or skid trail or landing construction shall either be piled or shall be uniformly scattered off of the construction site. Slash is to be disposed of as the sale progresses. The PURCHASER agrees to comply with all local fire laws.
- h. No witness trees shall be cut in this timber sale.
- i. In the event of fire killed trees or insect infested trees, the Seller agrees to sell, and Buyer agrees to buy, the wood that is salvageable and merchantable at a stumpage value as negotiated between the seller and the buyer at the signing of the contract at the time the salvageable wood is processed on the sale area or removed from the sale area in tree length form.
- j. All trash & refuse generated by PURCHASER during his operation will be removed prior to contract termination.

VI. General Description

- a. This agreement, or any interest therein, may not be assigned by the PURCHASER without prior consent to the SELLER.
- b. This agreement shall be binding upon the heirs, administrators, executors, successors, or assigns of both parties.
- c. PURCHASER agrees to indemnify and hold harmless the SELLER from any and all damages, claims, or demands upon the part of third parties on account of any action by PURCHASER, his agents, servants, or employees, under this agreement, and furthermore, to respect and protect all right-of-way, easements, and servitudes belonging to any other party or parties, and enjoin not injure, damage, or waste the same in any way whatsoever, and does hereby indemnify and hold harmless the SELLER therefrom.
- d. In the event of dispute we agree to accept the decision of an arbitration board of three members; one to be selected by the SELLER, one by the PURCHASER, and the third to be selected by the first two.

The arbiters must reach an agreement within 30 days.
- e. Purchaser agrees that all necessary licenses, permits, liability and workmen's compensation insurance will be his responsibility to insure compliance with all government laws, rules, and regulations.

INSTRUCTIONS: Make all purchases in the name of the COLORADO STATE FOREST SERVICE. Attach this completed form to each invoice or document that results in a cost to CSFS and forward to the State Office for processing. Complete vendor address is necessary to process payment. Include Social Security number if requesting payment to an individual. Both signatures at bottom of this form must be completed before processing.

Make payment to: <u>Woodland Mgt Consultants</u>	Comments or Special Instructions:
Date Prepared: <u>7-15-96</u>	
Prepared by: <u>K. Porter</u>	
Assigned PO/DPO Number: <u>PO # P510099</u>	GSA Julian Date: _____ GSA S/N: _____
	Invoice #: _____ Bill To: _____

Item #	Account	Subcode	Invoice #	Invoice Date	Description of Supplies or Services	Amount
1	1-9 ²⁵⁵⁰ 4550	4550	NA	070896	1/4 of Stumpage Payment on CSFS Inv# 40691	45.00
2						
3						
4						
5						
6						
7						
8						

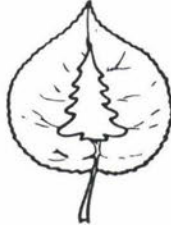
Receipt Certification:

Date: 7-15-96
Kathy L. Porter
 Signature

Expenditure Approval:

Date: 7-15-96
[Signature]
 Authorized Signature

TOTAL \$ 45.00



**Woodland
Management Consultants**

P.O. Box 10
Fort Collins, Colorado 80522
303-221-1336

No.

DATE 7/8/96

TO

COLORADO STATE FOREST SERVICE
ADDRESS

FOOTHILLS CAMPUS

CITY

STATE

ZIP

FT- COLLINS

CO

80521

QTY.	DESCRIPTION	UNIT PRICE	AMOUNT
	PO# P510099 -		
	(180) 25%		45.00
PLEASE PAY FROM THIS INVOICE			
			SUB TOTAL
			TAX
			TOTAL

45.00

To:

Invoice No. 40691RICHARD BRABTREEPO BOX 252BELLVUE CO 80512

Colorado
State
 FOREST
 SERVICE

Date: JULY 15, 1996

Item	FCSL 96-2 S36, T11N, R77W, 6TH PM COLORADO	Unit Cost	Total
1	STUMPAGE PAYMENT LA GARDE CREEK		180.00
2			
3			
4	DIRECT COSTS: 2 HOURS @\$24.00	48.00	
5	SHERARDI IN\$# 7/8/96	45.00	
6		93.00	
7	NET TO SLB	87.00	
8			
9			
Tax Exempt No. _____		Sales Tax	

CSFS Originator

Payment Due By THANK YOU

Remit to:

Total		180.00
CK-CA-MO Amount Paid:		
Amount Due		180.00
Ck# 4927	Dated 7/1/96	
Rcv'd By MH	F.Y. 96/97	
Funding		Amount
1-93210	0641	87.00
1-92550	0641	48.00
1-92550	4550	45.00

Deposit No.

Date

White-Customer copy; Yellow-State Office copy; Pink-Project copy

To:

Invoice No. 39954

RICHARD OR DEBORAH CRABTREE


PO BOX 252

BELLVUE CO 80512

**Colorado
State**
FOREST
SERVICE

Date: APRIL 29, 1996

Item	FCSL 96-2 S36, T11N, R77W, 6TH PM COLORADO	Unit Cost	Total
1	PERMIT APPLICATION FEE, LA GARDE CREEK/CRABTREE		25.00
2			
3			
4			
5			
6			
7			
8			
9			
Tax Exempt No. _____		Sales Tax	

 CSFS Originator Payment Due By <u>THANK YOU</u>		Total	25.00
		CK-CA-MO Amount Paid:	25.00
		Amount Due	0
		Ck# 4631	Dated 4/22/96
		Rcv'd By KRP	F.Y. 95/96
Remit to: COLORADO STATE FOREST SERVICE FORT COLLINS DISTRICT BUILDING 1052 FOOTHILLS CAMPUS COLORADO STATE UNIVERSITY FORT COLLINS CO 80523-5075		Funding	Amount
		1-93210	0646 25.00

Deposit No.

Date

White-Customer copy; Yellow-State Office copy; Pink-Project copy

To:

WOODLAND MANAGEMENT CONSULTANTS

PO BOX 10

FT COLLINS CO 80522

Invoice No. 39953

Colorado
State
 FOREST
 SERVICE

Date: APRIL 29, 1996

Item	FCSL 96-1 S36, T11N, R77W, 6TH PM COLORADO	Unit Cost	Total
1	PERMIT APPLICATION FEE, LA GARDE CREEK/DWIGHT CLARK		25.00
2			
3			
4			
5			
6			
7			
8			
9			
Tax Exempt No. _____		Sales Tax	


 CSFS Originator

Payment Due By THANK YOU

Remit to:

 COLORADO STATE FOREST SERVICE
 FORT COLLINS DISTRICT
 BUILDING 1052 FOOTHILLS CAMPUS
 COLORADO STATE UNIVERSITY
 FORT COLLINS CO 80523-5075

Total		25.00
CK-CA-MO Amount Paid:		25.00
Amount Due		0
Ck# 3339	Dated 4/25/96	
Rcv'd By KRP	F.Y. 95/96	
Funding		Amount
1-93210	0646	25.00

Deposit No.

Date

White-Customer copy; Yellow-State Office copy; Pink-Project copy

CSFS RECEIVING REPORT

CSFS #820 (REV. 7/92)

INSTRUCTIONS: Make all purchases in the name of the COLORADO STATE FOREST SERVICE. Attach this completed form to each invoice or document that results in a cost to CSFS and forward to the State Office for processing. Complete vendor address is necessary to process payment. Include Social Security number if requesting payment to an individual. Both signatures at bottom of this form must be completed before processing.

Make payment to: Woodland Mgt Consultants
 Date Prepared: 3-29-96
 Prepared by: Kathy R Porter
 Assigned PO/DPO Number: # 510099

Comments or Special Instructions:

GSA Julian Date: _____ GSA S/N: _____

Invoice #: _____ Bill To: _____

Item #	Account	Subcode	Invoice #	Invoice Date	Description of Supplies or Services	Amount
1	1-92550	4550		02/19/96	25% Stumpage Pl on Inv. 39930	1575.00
2	1-92550	4550		02/26/96	21 " " " " 39931	15.00
3						
4						
5						
6						
7						
8						

Receipt Certification:

Date: 3-29-96
Kathy R Porter
 Signature

Expenditure Approval:

Date: 3-29-96
Kathy R Porter
 Authorized Signature

TOTAL \$ 1590.00

TIMBER SALE CONTRACT

Agreement entered into this 22nd day of APRIL, 1996 between WOODLAND MGT. CONSULTANTS (Name of Seller) PO Box 10 (Address), of FT COLLINS CO 80522 (Post Office) (State) hereinafter is called the seller, and RICHARD CRABTREE (Name of Purchaser), of PO Box 25 (Address) BELLEVUE CO 80512 (Post Office) (State), hereinafter called the purchaser.

Witnesseth:

The seller being the legal owner, or the lawful authorized agent, agrees to sell; and, the purchaser agrees to buy the following described timber upon the terms and conditions hereinafter stated.

I. Location and Description

The cruise volume of the marked or designated timber is estimated at 100 CORDS from approximately 10 ACRES acres designated on-the-ground by the seller (see Exhibit A) prior to cutting and located in:

Township 11 NORTH Range 77 WEST Section 36 County LARIMER State CO

The timber has been designated for sale on the basis of PRESCRIPTION tree marking. All PRESCRIBED trees are to be cut and paid for as outlined in Section III. The trees are not to be cut and remain the property of the seller. The marking will consist of: DEAD TREES MEETING THE MINIMUM UTILIZATION SPECIFICATIONS AS LISTED IN SECTION III.

Sale boundaries are marked in the following manner:

II. Contract

It is agreed upon between the seller and the purchaser that this contract begins APRIL 22, 1996 and terminates on NOVEMBER 30, 1996. (Merchantable material, cut and left in the woods; and/or designated trees left uncut shall be paid for as specified in Section III. Any timber and/or other products left in the woods after the termination date will revert to the landowner. Undesignated trees which are cut and/or removed without the consent of the seller constitutes an illegal trespass).

III. Payment

The purchaser agrees to pay the seller for the timber defined as follows:

SPECIES & PRODUCT	ESTIMATED QUANTITY & UNIT	MINIMUM SPECIFICATIONS					PAYMENT RATE PER UNIT OF MEASURE
		TREES		PIECE REQUIRED TO BE REMOVED			
		DBH (INCHES)	NO. OF MIN. PIECES	LENGTH (FEET)	DIB (INCHES)	PERCENT SOUND	
DEAD- Roundwood	100 CORDS	2.0	1	8	1.0	100	\$15/PC CORD

Payment is to be made prior to entry of each block, per Exhibit B. The scaling and measurement shall be handled and recorded as follows: PURCHASE TICKETS

The title for the timber and other products remain in the seller's name until paid for by the purchaser.

IV. Performance Bond

The purchaser shall furnish a performance bond in the amount of \$150,000.00 or cash in lieu thereof to be deposited in escrow at [NA] (Upon satisfactory completion of all contract requirements, in performance bond or cash + interest will be returned to the purchaser. Upon unsatisfactory completion of the contract requirements the performance bond or cash + interest will be turned over to the seller. (Forfeiture of bond by the contractor may limit eligibility on future contracts.))

V. Other Provisions [See Reserve Side for Continuation of Provisions]

- (1) NO HUNTING/FISHING ON SECTION OR ADJACENT PRIVATE LANDS.
- (2) ROAD MAINTENANCE WILL BE SHARED WITH DWIGHT CLARK LOGGING.
- (3) DELIVER 350-16' FOOT RAILS TO DIAMOND TAIL RANCH.
- (4) APPLICATION OF FEE OF \$25 IS NON-REFUNDABLE.

APPROVAL AND EXECUTION

I(we) agree to the terms, duties and conditions stated on both the front and back sides of this page and upon approval will comply therewith.

Richard G. Crabtree (Contractor) Date 4/22/96 Bill Head (Landowner) Date 4/22/96

#4631-25-APP FEE

OTHER PROVISIONS CONTINUED:

The PURCHASER agrees to cut and remove said timber in strict accordance with the following conditions:

- a. Stumps will not exceed 6 inches in height on the uphill side.
- b. PURCHASER will use existing roads, and they shall be kept free of logs, brush and debris resulting from the PURCHASER's operations. Any road used by the PURCHASER in connection with this sale that is damaged or injured beyond ordinary wear and tear through such use shall be restored by him to its original condition. All roads will be given proper closing maintenance before they are accepted as completed for closure.
- c. New roads for the sale will be designated on the ground by _____

Purchaser agrees to cut all merchantable trees (as defined in Section III) in road right-of-way, dispose of stumps by _____
and to lop and scatter all slash from cut trees within the clearing limits, outside of the road right-of-way.
- d. Procurement of rights-of-way affecting timber or lands outside the sale area shall be handled by the PURCHASER.
- e. PURCHASER shall protect property such as fields, fences, telephone, light, and power lines, building, ditches, bridges, etc., against unnecessary damage, and shall repair damage caused by him by restoring them immediately to the condition found prior to damage.
- f. As far as practical, all logging and hauling operations shall be in an orderly and progressive manner, exercising all possible protection to young growth and shall give due consideration to disturbances which will affect soil movement or impair and aggravate water movement.
- g. Slash disposal is the responsibility of the PURCHASER. All slash is to be lopped and scattered not to exceed a depth of 18" above the ground level with limbs not to exceed 8 feet in length. All slash created by spur road or skid trail or landing construction shall either be piled or shall be uniformly scattered off of the construction site. Slash is to be disposed of as the sale progresses. The PURCHASER agrees to comply with all local fire laws.
- h. No witness trees shall be cut in this timber sale.
- i. In the event of fire killed trees or insect infested trees, the Seller agrees to sell, and Buyer agrees to buy, the wood that is salvageable and merchantable at a stumpage value as negotiated between the seller and the buyer at the signing of the contract at the time the salvageable wood is processed on the sale area or removed from the sale area in tree length form.
- j. All trash & refuse generated by PURCHASER during his operation will be removed prior to contract termination.

VI. General Description

- a. This agreement, or any interest therein, may not be assigned by the PURCHASER without prior consent to the SELLER.
- b. This agreement shall be binding upon the heirs, administrators, executors, successors, or assigns of both parties.
- c. PURCHASER agrees to indemnify and hold harmless the SELLER from any and all damages, claims, or demands upon the part of third parties on account of any action by PURCHASER, his agents, servants, or employees, under this agreement, and furthermore, to respect and protect all right-of-way, easements, and servitudes belonging to any other party or parties, and enjoin not injure, damage, or waste the same in any way whatsoever, and does hereby indemnify and hold harmless the SELLER therefrom.
- d. In the event of dispute we agree to accept the decision of an arbitration board of three members; one to be selected by the SELLER, one by the PURCHASER, and the third to be selected by the first two.

The arbiters must reach an agreement within 30 days.

- e. Purchaser agrees that all necessary licenses, permits, liability and workmen's compensation insurance will be his responsibility to insure compliance with all government laws, rules, and regulations.

Agreement entered into this 14th day of JANUARY, 1996 between WOODLAND MGT. CONSULTANTS
(Name of Seller)
PO BOX 10, of FT COLLINS, CO 80522
(Address) (Post Office) (State)
hereinafter is called the seller, and DWIGHT CLARK LOGGING, of 5531 W. CTRY. RD 20,
(Name of Purchaser) (Address)
LOVELAND, CO 80537, hereinafter called the purchaser.
(Post Office) (State)

The seller being the legal owner, or the lawful authorized agent, agrees to sell; and, the purchaser agrees to buy the following described timber upon the terms and conditions hereinafter stated.

The cruise volume of the marked or designated timber is estimated at PURCHASERS ESTIMATE from approximately 100 acres designated on-the-ground by the seller (see Exhibit A) prior to cutting and located in:

The timber has been designated for sale on the basis of PRESCRIBED tree marking. All PRESCRIBED trees are to be cut and paid for as outlined in Section III. The UNPRESCRIBED trees are not to be cut and remain the property of the seller. The marking will consist of: HEALTHY, FULL CROWN LEAVE TAPES ON A SPACING OF 2 TIMES TREE DIA IN FEET.

II. Contract

III. Payment

SPECIES & PRODUCT	ESTIMATED QUANTITY & UNIT	MINIMUM SPECIFICATIONS					PAYMENT RATE PER UNIT OF MEASURE
		TREES		PIECE REQUIRED TO BE REMOVED			
		DBH (INCHES)	NO. OF MIN. PIECES	LENGTH (FEET)	DIB (INCHES)	PERCENT SOUND	
LODGEPOLE- Roundwood	100 ACRES	3.0	1	8	2.0	100	\$252 ⁰⁰ PER ACRE

The title for the timber and other products remain in the seller's name until paid for by the purchaser.

The purchaser shall furnish a performance bond in the amount of 10% of Bid or cash in lieu thereof to be deposited in escrow at _____. [Upon satisfactory completion of all contract requirements, in performance bond or cash + interest will be returned to the purchaser. Upon unsatisfactory completion of the contract requirements the performance bond or cash + interest will be turned over to the seller. (Forfeiture of bond by the contractor may limit eligibility on future contracts.)]

- (1) SEE ATTACHED ROAD USE AGREEMENT.
- (2) ALL PAYMENTS TO BE MADE TO THE OREGON STATE FOREST SERVICE.
- (3) UNOOLAND MGT. CONSULTANTS WILL ADMINISTER THIS SALE.

I/we agree to the terms, duties and conditions stated on both the front and back sides of this page and upon approval will comply therewith.

Wright Clark 2/18/96 Contractor Date

Bill Thameri 1/14/96 Landowner Date

for Woodlino Mat. Consultants

OTHER PROVISIONS CONTINUED:

The PURCHASER agrees to cut and remove said timber in strict accordance with the following conditions:

- a. Stumps will not exceed 6 inches in height on the uphill side.
- b. PURCHASER will use existing roads, and they shall be kept free of logs, brush and debris resulting from the PURCHASER's operations. Any road used by the PURCHASER in connection with this sale that is damaged or injured beyond ordinary wear and tear through such use shall be restored by him to its original condition. All roads will be given proper closing maintenance before they are accepted as completed for closure.
- c. New roads for the sale will be designated on the ground by _____

Purchaser agrees to cut all merchantable trees (as defined in Section III) in road right-of-way, dispose of stumps by _____
and to lop and scatter all slash from cut trees within the clearing limits, outside of the road right-of-way.
- d. Procurement of rights-of-way affecting timber or lands outside the sale area shall be handled by the PURCHASER.
- e. PURCHASER shall protect property such as fields, fences, telephone, light, and power lines, building, ditches, bridges, etc., against unnecessary damage, and shall repair damage caused by him by restoring them immediately to the condition found prior to damage.
- f. As far as practical, all logging and hauling operations shall be in an orderly and progressive manner, exercising all possible protection to young growth and shall give due consideration to disturbances which will affect soil movement or impair and aggravate water movement.
- g. Slash disposal is the responsibility of the PURCHASER. All slash is to be lopped and scattered not to exceed a depth of 18" above the ground level with limbs not to exceed 8 feet in length. All slash created by spur road or skid trail or landing construction shall either be piled or shall be uniformly scattered off of the construction site. Slash is to be disposed of as the sale progresses. The PURCHASER agrees to comply with all local fire laws.
- h. No witness trees shall be cut in this timber sale.
- i. In the event of fire killed trees or insect infested trees, the Seller agrees to sell, and Buyer agrees to buy, the wood that is salvageable and merchantable at a stumpage value as negotiated between the seller and the buyer at the signing of the contract at the time the salvageable wood is processed on the sale area or removed from the sale area in tree length form.
- j. All trash & refuse generated by PURCHASER during his operation will be removed prior to contract termination.

VI. General Description

- a. This agreement, or any interest therein, may not be assigned by the PURCHASER without prior consent to the SELLER.
- b. This agreement shall be binding upon the heirs, administrators, executors, successors, or assigns of both parties.
- c. PURCHASER agrees to indemnify and hold harmless the SELLER from any and all damages, claims, or demands upon the part of third parties on account of any action by PURCHASER, his agents, servants, or employees, under this agreement, and furthermore, to respect and protect all right-of-way, easements, and servitudes belonging to any other party or parties, and enjoin not injure, damage, or waste the same in any way whatsoever, and does hereby indemnify and hold harmless the SELLER therefrom.
- d. In the event of dispute we agree to accept the decision of an arbitration board of three members; one to be selected by the SELLER, one by the PURCHASER, and the third to be selected by the first two.

The arbiters must reach an agreement within 30 days.

- e. Purchaser agrees that all necessary licenses, permits, liability and workmen's compensation insurance will be his responsibility to insure compliance with all government laws, rules, and regulations.

EXHIBIT B

PAYMENT SCHEDULE

Item	Amount	Date Due
Bid Guarantee	\$ 200 <i>OK 6/25/96 7/12/96</i>	August 14, 1995
Performance Bond	2500 <i>7/18/96 letter of credit</i>	FEBRUARY September 14, 1995
Stumpage Payments		
1	6100 <i>2/18/96 OK #4177</i>	FEBRUARY September 14, 1995
2	6300	AFTER 25% OF AREA IS HARVESTED
3	6300	AFTER 50% OF AREA IS HARVESTED
4	6300	AFTER 75% OF AREA IS HARVESTED



LETTER OF CREDIT

ISSUE DATE: 1-25-96

ILOC #84

BENEFICIARY:

Colorado State Forest Service
SR Box 116
59228 Hwy 14
Walden, CO 80480

APPLICANT:

Dwight C. Clark
Suzanne A. Clark
5531 W. Co. Rd 20
Loveland, CO 80537-8891

EXPIRATION DATE: 11-30-96

AMOUNT: \$2,500.00

Gentlemen:

We hereby establish our Irrevocable Letter of Credit Number 84 in your favor for the account of Dwight C. and Suzanne A. Clark in the amount of \$2,500.00 available upon presentation of your draft(s) drawn on American Bank, PO Box 923, Loveland, CO 80539 at sight under the following condition:

Present this original Irrevocable Letter of Credit.
Present documentation of non-performance on LaGarde Creek Timber sale

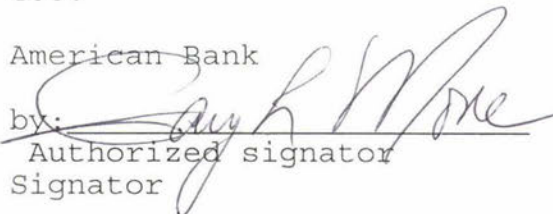
We engage with you that draft(s) drawn under and in accordance with the terms of this Letter of Credit shall be duly honored upon presentation and delivery of documents as specified above if drawn and negotiated on or before the expiration date indicated above.

Draft(s) must be marked "Drawn on American Bank, Irrevocable Letter of Credit Number 84".

Except so far as otherwise stated, this Irrevocable Letter of Credit is subject to the "Uniform Customs and Practice for Documentary Credit (1983 Revision)". International Chamber of Commerce Publication No. 400.

American Bank

by:


Authorized signator
Signator

Gary L. Moore, Executive V. President
Name and Title of Authorized

**p.o. box 923
(970) 669-1776
300 e. 29th st.
loveland, colorado 80538**

To:

Invoice No. 39930Dwight C Clark Logging5531 w cty rd 20Loveland CO 80537

Colorado
State
 FOREST
 SERVICE

Date: March 29, 1996

Item	Unit Cost	Total
sale FCSL96-1 S36, T11n, R77W, 6th PM, Colorado		
¹ Bid bond to be applied toward stumpage La Garde Creek		200.00
² 1st stumpage payment		6100.00
³		
⁴		
⁵		
⁶ DIRECT COSTS: 3 hours @ \$24/hr 72.00		
⁷ Bill Gherardi's Inv 2/19/96 1575.00		
⁸ total 1647.00		
⁹ Net to SLB 4653.00		
Tax Exempt No. _____	Sales Tax	

CSFS Originator *[Signature]*Payment Due By Thank You

Remit to:

Total		6300.00
CK-CA-MO Amount Paid:		6300.00
Amount Due		0
Ck# 5255 & 5477	Dated 081395 & 021896	
Rcv'd By MH	F.Y. 95/96	
Funding		Amount
1-92550	4550	1575.00
1-92550	0641	72.00
1-93210	0641	4653.00

Deposit No.

Date

To:

Invoice No. **39931**RICHARD CRABTREEPO BOX 252BELLVUE CO 80512

Colorado
State
 FOREST
 SERVICE

Date: MARCH 29, 1996

Item	Unit Cost	Total
SALE FCSL95-2 X S36, T11N, R77W, 65H PM, COLORADO		
1 FINAL PAYMENT LA GARDE CREEK SALE FO 10/1/95		60.00
2		
3		
4		
5 Direct Costs: Gherardi Inv of 2-26-96 -- 15.00		
6 Net SLB -- 45.00		
7		
8		
9		
Tax Exempt No. _____	Sales Tax	
Total		60.00
CK-CA-MO Amount Paid:		60.00
Amount Due		0
Ck# 4538	Dated 2/16/96	
Rcv'd By MF	F.Y. 95/96	
Funding		Amount
1-92550	4550	15.00
1-93210	0641	45.00

CSFS Originator

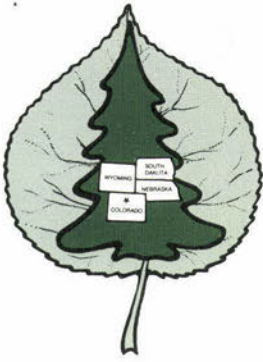
Payment Due By THANK YOU

Remit to:

Deposit No.

Date

White-Customer copy; Yellow-State Office copy; Pink-Project copy



Woodland Management Consultants
P.O. Box 10
Fort Collins, Colorado 80522
(303) 221-1336

February 26, 1996

Mike Hughes
Colorado State Forest Service
Colorado State University
Footills Campus
Ft. Collins, CO 80523

FEB 27 1996

Dear Mike,
Enclosed please find the final payment from Richard Crabtree for
the LaGarde Salvage Sale.

Also find a copy of the management plan for Section 36,12 N., 72 W.
Please review this plan for meeting the criteria set forth in our
service agreement.

If you have any questions on these items, please give me a call.
Thanks for your attention to these matters.

Sincerely,

Bill Gherardi
Forester, Woodland Management Consultants

Enclosures



JUL 17 1995

DATE

PURCHASE ORDER

07/13/95

P510099

PURCHASING DEPARTMENT

FORT COLLINS, CO 80523-6010

PHONE (970) 491-5105 FAX (970) 491-5523

START 07/01/95 END 06/30/96

PURCHASE ORDER

TERMS

F.O.B.

QUOTE NO./QUOTE DATE

EXPECTED DELIVERY DATE

N

NOT APPLICABLE

PURCH. CONTACT

PHONE

DEPT. NO.

JOHN C. TYLER

(970) 491-5107

Q296529

5060

V0000170050

WOODLAND MGMT CONSULTANTS

P O BOX 10

FORT COLLINS CO 80524

COLORADO STATE FOREST SERVICE

1052 FOOTHILLS CAMPUS

REFERENCE P.O. P510099

FT. COLLINS CO 80523

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Mike Hughes

ACCOUNT NUMBER			PERCENT	AMOUNT	ACCOUNT NUMBER	PERCENT	AMOUNT
NO.	QUANTITY	UNIT	DESCRIPTION			UNIT PRICE	EXTENSION
			SERVICE AGREEMENT				
001	1.00	LOT	RENEWAL OF SERVICE AGREEMENT: DEVELOP AND IMPLEMENT MANAGEMENT PLANS ON: SUG, T11N, R77W. PER ATTACHED AGREEMENT 1-92550-4550			7,813.0000	7,813.00
002			PERIOD: JULY 1, 1995 TO JUNE 30, 1996 RENEWAL P507485 FINANCIAL OBLIGATIONS OF THE STATE AND CSU PAYABLE AFTER THE CURRENT STATE FISCAL YEAR (EXCEPT AS SHOWN ON THE SAID CSU PURCHASE ORDER) FOR SERVICES AND/OR PRODUCTS TO BE PROVIDED UNDER THE AGREEMENT ARE CONTINGENT UPON FUNDS FOR THAT PURPOSE BEING APPROPRIATED, BUDGETED AND OTHERWISE MADE AVAILABLE AS EVIDENCED BY THE ISSUANCE OF ANOTHER CSU PURCHASE ORDER. IN ADDITION, THE PARTIES RECOGNIZE THAT AS A RESULT OF THE 1992 PASSAGE OF "THE TAXPAYER'S BILL OF RIGHTS" AMENDMENT TO THE COLORADO				

TOTAL

CONTINUED

PAYMENTS

PAYMENTS

C.F.	DIS CODE	INVOICE NUMBER	INVOICE DATE	PAY AMOUNT	C.F.	DIS CODE	INVOICE NUMBER	INVOICE DATE	PAY AMOUNT	APPROVED FOR PAYMENT
										\$
										DATE
										INITIALS

DEPARTMENT



07/13/95

P510099

PURCHASING DEPARTMENT

FORT COLLINS, CO 80523-6010

PHONE (970) 491-5105 FAX (970) 491-5523

START 07/01/95 END 06/30/96

PURCHASE ORDER

TERMS

F.O.B.

QUOTE NO./QUOTE DATE

EXPECTED DELIVERY DATE

PURCH. CONTACT

PHONE

DEPT. NO.

V0000170050

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WOODLAND MGMT CONSULTANTS

*** PO CONTINUATION ***

*** PAGE NUMBER BELOW ***

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COLORADO STATE FOREST SERVICE

1052 FOOTHILLS CAMPUS

REFERENCE P.O. P510099

FT. COLLINS CO 80523

ACCOUNT NUMBER	PERCENT	AMOUNT	ACCOUNT NUMBER	PERCENT	AMOUNT

NO.	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	EXTENSION
			<p>CONSTITUTION, ALL STATE CONTRACTS ARE REQUIRED TO TERMINATE AT THE END OF EACH FISCAL YEAR WITH RENEWAL RIGHTS AT THE SOLE DISCRETION OF THE STATE. THEREFORE, ANY PROVISION OF THIS AGREEMENT NOTWITHSTANDING, THIS AGREEMENT SHALL TERMINATE ON JUNE 30 OF EACH YEAR, UNLESS RENEWED AT THAT TIME AT THE SOLE DISCRETION OF CSU.</p> <p>R3</p>		

WHEN YOU RECEIVE THE ABOVE ITEM(S) COMPLETE, SIGN, DATE & RETURN THIS COPY W/COPY OF PACKING SLIP TO S.O.

SIGNED _____

DATE REC'D _____

TOTAL

\$

7,813.00

PAYMENTS

P.F.	DIS CODE	INVOICE NUMBER	INVOICE DATE	PAY AMOUNT

PAYMENTS

C.P.F.	DIS CODE	INVOICE NUMBER	INVOICE DATE	PAY AMOUNT	APPROVED FOR PAYMENT
					\$ _____
					DATE _____
					INITIALS _____

DEPARTMENT

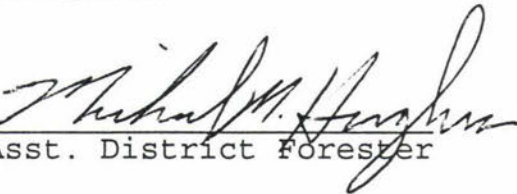
EXTENSION OF CONTRACT PERIOD

Per Clause 8 of the Service Agreement dated February 11, 1992,
the termination date stated in Clause 4 is hereby extended to:

June 30, 1996.

In witness whereof the parties to the original agreement hereto
have executed this Amendment to that Agreement on June 9, 1995.

LANDOWNER


Asst. District Forester

CONTRACTOR


Woodland Management Consultants

Check # 4532

to replace check # 4468 Lost

Thanks Crabtree

To: RICHARD CRABTREE
3003 N CNTY RD 23
PO BOX 252
BELLVUE CO 80512


Invoice No. 38141

**Colorado
State**
FOREST
SERVICE

Date: 1/11/96

Item	SALE FCSL95-2 S36, T11N, R77W, 6THPM, COLORADO	Unit Cost	Total
1	STUMPAGE PAYMENT #1 LA GARDE CREEK SALE OF 10/1/95		520.00
2			
3			
4			
5			
6			
7			
8			
9			
Tax Exempt No. _____		Sales Tax	

*original check
had stop payment
ordered*

CSFS Originator 		Total	520.00
Payment Due By <u>THANK YOU</u>		CK-CA-MO Amount Paid:	520.00
Remit to:		Amount Due	0
COLORADO STATE FOREST SERVICE		Ck# <u>4468</u> <u>4539</u>	Dated <u>12/1/95-2-16-96</u>
FORT COLLINS DISTRICT		Rcv'd By <u>KRP</u>	F.Y. <u>95/96</u>
BUILDING 1052 FOOTHILLS CAMPUS		Funding	Amount
COLORADO STATE UNIVERSITY		<u>1-92550</u>	<u>4550</u> <u>130-</u>
FORT COLLINS CO 80523-5060		<u>1-92550</u>	<u>0641</u> <u>72-</u>
		<u>1-93210</u>	<u>0641</u> <u>318-</u>

*Rec'd
2-21-96
sent 5.0
2-21-96*

Deposit No. _____ Date _____

To:

Invoice No. **38141**RICHARD CRABTREE3003 N CNTY RD 23PO BOX 252BELLVUE CO 80512

Colorado
State
 FOREST
 SERVICE

Date: ~~1/11~~ 1/11/96

Item	SALE FCSL95-2 S36, T11N, R77W, 6THPM, COLORADO	Unit Cost	Total
1	STUMPAGE PAYMENT #1 LA GARDE CREEK SALE OF 10/1/95		520.00
2			
3			
4	DIRECT COSTS - 3 HOURS @ \$24/HR	72.00	
5	GHERARDI INV OF 12/26/96	130.00	
6		202.00	
7	NET TO SLB	318.00	
8			
9			

Tax Exempt No. _____

Sales Tax

Total		520.00
CK-CA-MO Amount Paid:		520.00
Amount Due		0
Ck# 4468	Dated	12/1/95
Rcv'd By KRP	F.Y.	95/96
Funding		Amount
1-92550	4550	130.00
1-92550	0641	72.00
1-93210	0641	318.00

CSFS Originator

Payment Due By THANK YOU

Remit to:

Deposit No.

Date

CSFS RECEIVING REPORT

CSFS #820 (REV. 7/92)

INSTRUCTIONS: Make all purchases in the name of the COLORADO STATE FOREST SERVICE. Attach this completed form to each invoice or document that results in a cost to CSFS and forward to the State Office for processing. Complete vendor address is necessary to process payment. Include Social Security number if requesting payment to an individual. Both signatures at bottom of this form must be completed before processing.

Make payment to:

Woodland Mgt Consultants

Date Prepared:

1-9-96

Prepared by:

R. King

Assigned PO/DPO Number:

P 510099

Comments or Special Instructions:

GSA Julian Date:

GSA S/N:

Invoice #:

Bill To:

Item #	Account	Subcode	Invoice #	Invoice Date	Description of Supplies or Services	Amount
1	1-92550	4550		122695	25% Stumpage Pelon Inv	130-
2					#38141 St. Lands	
3						
4						
5						
6						
7						
8						

Receipt Certification:

Date:

1-9-96

Signature

R. King

Expenditure Approval:

Date:

1-12-96

Authorized Signature

Michael R. Beale

TOTAL

\$ 130-



**Woodland
Management Consultants**

No.

P.O. Box 10
Fort Collins, Colorado 80522
303-221-1336

DATE 12-26-1995

TO Colorado State Forest Service

ADDRESS

Foothills Campus

CITY

STATE

ZIP

Ft. Collins

CO

80523

QTY.	DESCRIPTION	UNIT PRICE		AMOUNT	
	PO # P510099- 25% of \$520			\$130	00
PLEASE PAY FROM THIS INVOICE				SUB TOTAL	
				TAX	
				TOTAL	\$ 13000

To:

Invoice No. **38130**

Richard Crabtree

3003 n. County Rd. 23

P.O. Box 252

Bellvue, CO 80512

**Colorado
State**
FOREST
SERVICE

Date: November 17, 1995

Item	Sale #FCSL95-1 S36 T11N, R76W, 6th PM, Colorado	Unit Cost	Total
1	Stumpage Payment #2 La Garde Creek Sale of 7/3/95		795.00
2			
3			
4			
5	Direct Costs: 3 Hours @ \$24/hr	72.00	
6	Gheradi Inv. of 10/2/95	198.75	
7		270.75	
8	Net to SLB	524.25	
9			
Tax Exempt No. _____		Sales Tax	XXXXXX



CSFS Originator

Payment Due By **THANK YOU**

Remit to:

Total		795.00
CK-CA-MO Amount Paid:		795.00
Amount Due		0.00
Ck#	4156	Dated 9/28/95
Rcv'd By	MMH	F.Y. 95/96
Funding		Amount
1-92550	4550	198.75
1-92550	0641	72.00
1-93210	0641	524.25

Deposit No.

Date

White-Customer copy; Yellow-State Office copy; Pink-Project copy

CSFS RECEIVING REPORT

CSFS #820 (REV. 7/92)

INSTRUCTIONS: Make all purchases in the name of the COLORADO STATE FOREST SERVICE. Attach this completed form to each invoice or document that results in a cost to CSFS and forward to the State Office for processing. Complete vendor address is necessary to process payment. Include Social Security number if requesting payment to an individual. Both signatures at bottom of this form must be completed before processing.

Make payment to: Woodland Mgt. Consultants
Date Prepared: 11-17-95
Prepared by: M. Hughes
Assigned PO/DPO Number: P510099 7-1-95 #7813.00

Comments or Special Instructions:

GSA Julian Date: _____ GSA S/N: _____

Invoice #: _____ Bill To: _____

Item #	Account	Subcode	Invoice #	Invoice Date	Description of Supplies or Services	Amount
1	1-92550	4550		10-2-95		198 ⁷⁵
2						
3						
4						
5						
6						
7						
8						

Receipt Certification:

Date: 11-17-95
M. Hughes
Signature

Expenditure Approval:

Date: _____

Authorized Signature

TOTAL \$ 198⁷⁵

TIMBER SALE CONTRACT

Agreement entered into this 1ST day of OCTOBER, 1995 between WOODLAND MGT. CONSULTANTS
PO BOX 10, of FT. COLLINS, CO 80522
(Address) (Post Office) (State)
hereinafter is called the seller, and RICHARD CRABTREE, of PO BOX 252
BELLVUE, CO 80512, hereinafter called the purchaser.
(Post Office) (State)

Witnesseth:

The seller being the legal owner, or the lawful authorized agent, agrees to sell; and, the purchaser agrees to buy the following described timber upon the terms and conditions hereinafter stated.

I. Location and Description

The cruise volume of the marked or designated timber is estimated at 100 CORDS from approximately 10 ACRES acres designated on-the-ground by the seller (see Exhibit A) prior to cutting and located in:

Township 11 NORTH Range 77 WEST Section 36 County LARIMER State COLORADO

The timber has been designated for sale on the basis of PRESCRIPTION tree marking. All PRESCRIBED trees are to be cut and paid for as outlined in Section III. The DEAD TREES MEETING THE MINIMUM UTILIZATION SPECIFICATIONS AS LISTED IN SECTION III trees are not to be cut and remain the property of the seller. The marking will consist of:

Sale boundaries are marked in the following manner:

II. Contract

It is agreed upon between the seller and the purchaser that this contract begins OCTOBER 1, 1995 and terminates on DECEMBER 30, 1995. (Merchantable material, cut and left in the woods; and/or designated trees left uncut shall be paid for as specified in Section III. Any timber and/or other products left in the woods after the termination date will revert to the landowner. Undesignated trees which are cut and/or removed without the consent of the seller constitutes an illegal trespass).

III. Payment

The purchaser agrees to pay the seller for the timber defined as follows:

SPECIES & PRODUCT	ESTIMATED QUANTITY & UNIT	MINIMUM SPECIFICATIONS					PAYMENT RATE PER UNIT OF MEASURE
		TREES		PIECE REQUIRED TO BE REMOVED			
		DBH (INCHES)	NO. OF MIN. PIECES	LENGTH (FEET)	DIB (INCHES)	PERCENT SOUND	
DEAD - Roundwood	100 CORDS	2.0	1	8	1.0	100	\$15/PER CORD

Payment is to be made prior to entry of each block, per Exhibit B. The scaling and measurement shall be handled and recorded as follows: PURCHASER TICKETS

The title for the timber and other products remain in the seller's name until paid for by the purchaser.

IV. Performance Bond

The purchaser shall furnish a performance bond in the amount of N/A or cash in lieu thereof to be deposited in escrow at N/A [Upon satisfactory completion of all contract requirements, in performance bond or cash + interest will be returned to the purchaser. Upon unsatisfactory completion of the contract requirements the performance bond or cash + interest will be turned over to the seller. (Forfeiture of bond by the contractor may limit eligibility on future contracts.)]

V. Other Provisions [See Reserve Side for Continuation of Provisions]

- (1) NO HUNTING/FISHING ON SECTION 36 OR ADJACENT PRIVATE LAND
(2) ROAD MAINTENANCE IS THE PURCHASER'S RESPONSIBILITY.

APPROVAL AND EXECUTION

I(we) agree to the terms, duties and conditions stated on both the front and back sides of this page and upon approval will comply therewith.

Richard E. Crabtree 9.29.95 William Shandi 10/1/95
Contractor Date Landowner Date
for Woodland Mgt. Consultants

OTHER PROVISIONS CONTINUED:

The PURCHASER agrees to cut and remove said timber in strict accordance with the following conditions:

- a. Stumps will not exceed 6 inches in height on the uphill side.
- b. PURCHASER will use existing roads, and they shall be kept free of logs, brush and debris resulting from the PURCHASER's operations. Any road used by the PURCHASER in connection with this sale that is damaged or injured beyond ordinary wear and tear through such use shall be restored by him to its original condition. All roads will be given proper closing maintenance before they are accepted as completed for closure.
- c. New roads for the sale will be designated on the ground by _____

Purchaser agrees to cut all merchantable trees (as defined in Section III) in road right-of-way, dispose of stumps by _____
and to lop and scatter all slash from cut trees within the clearing limits, outside of the road right-of-way.
- d. Procurement of rights-of-way affecting timber or lands outside the sale area shall be handled by the PURCHASER.
- e. PURCHASER shall protect property such as fields, fences, telephone, light, and power lines, building, ditches, bridges, etc., against unnecessary damage, and shall repair damage caused by him by restoring them immediately to the condition found prior to damage.
- f. As far as practical, all logging and hauling operations shall be in an orderly and progressive manner, exercising all possible protection to young growth and shall give due consideration to disturbances which will affect soil movement or impair and aggravate water movement.
- g. Slash disposal is the responsibility of the PURCHASER. All slash is to be lopped and scattered not to exceed a depth of 18" above the ground level with limbs not to exceed 8 feet in length. All slash created by spur road or skid trail or landing construction shall either be piled or shall be uniformly scattered off of the construction site. Slash is to be disposed of as the sale progresses. The PURCHASER agrees to comply with all local fire laws.
- h. No witness trees shall be cut in this timber sale.
- i. In the event of fire killed trees or insect infested trees, the Seller agrees to sell, and Buyer agrees to buy, the wood that is salvageable and merchantable at a stumpage value as negotiated between the seller and the buyer at the signing of the contract at the time the salvageable wood is processed on the sale area or removed from the sale area in tree length form.
- j. All trash & refuse generated by PURCHASER during his operation will be removed prior to contract termination.

VI. General Description

- a. This agreement, or any interest therein, may not be assigned by the PURCHASER without prior consent to the SELLER.
- b. This agreement shall be binding upon the heirs, administrators, executors, successors, or assigns of both parties.
- c. PURCHASER agrees to indemnify and hold harmless the SELLER from any and all damages, claims, or demands upon the part of third parties on account of any action by PURCHASER, his agents, servants, or employees, under this agreement, and furthermore, to respect and protect all right-of-way, easements, and servitudes belonging to any other party or parties, and enjoin not injure, damage, or waste the same in any way whatsoever, and does hereby indemnify and hold harmless the SELLER therefrom.
- d. In the event of dispute we agree to accept the decision of an arbitration board of three members; one to be selected by the SELLER, one by the PURCHASER, and the third to be selected by the first two.

The arbiters must reach an agreement within 30 days.

- e. Purchaser agrees that all necessary licenses, permits, liability and workmen's compensation insurance will be his responsibility to insure compliance with all government laws, rules, and regulations.

To:

Invoice No. 37238

RICHARD CRABTREE
3003 N COUNTY RD 23
PO BOX 252
BELLVUE CO 80512

Colorado
State
 FOREST
 SERVICE

Date: ~~MMXX~~ AUGUST 15, 1995

Item	SALE #FCSL95-1 S36 T11N, R76W, 6TH PM, COLORADO	Unit Cost	Total
1	STUMPAGE PAYMENT #1 LA GARDE CREEK SALE OF 7/3/95		360.00
2			
3			
4			
5	DIRECT COSTS: 3 HOURS @ \$24	72.00	
6	GHERARDI INV OF 6/27/95	90.00	
7		162.00	
8	NET TO SLB	198.00	
9			
Tax Exempt No. _____		Sales Tax	

FCSL95-1
 Keep
 3 hrs x \$24⁰⁰/hr
 \$75.00

CSFS Originator

Payment Due By THANK YOU

Remit to:

Total		360.00
CK-CA-MO Amount Paid:		360.00
Amount Due		0
Ck#	3881	Dated 7/1/95
Rcv'd By	MH	F.Y. 95/96
Funding		Amount
1-92550	4550	90.00
1-92550	0641	72.00
1-93210	0641	198.00

Deposit No.

Date

INSTRUCTIONS: Make all purchases in the name of the COLORADO STATE FOREST SERVICE. Attach this completed form to each invoice or document that results in a cost to CSFS and forward to the State Office for processing. Complete vendor address is necessary to process payment. Include Social Security number if requesting payment to an individual. Both signatures at bottom of this form must be completed before processing.

Make payment to: <u>Woodland Mat Consultants</u>	Comments or Special Instructions:
Date Prepared: <u>8-15-95</u>	
Prepared by: <u>K. Porter</u>	GSA Julian Date: _____ GSA S/N: _____
Assigned PO/DPO Number: <u>7-1-95 510099 - \$7813.00</u> <u>P507485-00.01 -</u>	
Invoice #: _____ Bill To: _____	

Item #	Account	Subcode	Invoice #	Invoice Date	Description of Supplies or Services	Amount
1	1-92550 1-92550	4550		062795		90.00
2						
3						
4						
5						
6						
7						
8						

Receipt Certification:

Date: 8-15-95Signature: K. Porter

Expenditure Approval:

Date: 8-15-95

Authorized Signature

TOTAL

\$ 90.00

Plz Sign

✓



**Woodland
Management Consultants**

P.O. Box 10
Fort Collins, Colorado 80522
303-221-1336

No.

DATE 6/27/95

TO

COLORADO STATE FOREST

ADDRESS

FOOTHILLS CAMPGS

CITY

FT. COLLINS CO

STATE

80523

ZIP

QTY.	DESCRIPTION	UNIT PRICE		AMOUNT	
	PO# P 507485 ⁵¹⁰⁰⁹⁹ - CO. 01 -				
	25% (360)			90	00
PLEASE PAY FROM THIS INVOICE		SUB TOTAL			
		TAX			
		TOTAL		90	00

Agreement entered into this 3RD day of JULY, 19 95 between WOODLAND M.T. CONSULTANTS,
(Name of Seller)
PO BOX 10, of FT. COLLINS, CO
(Address) (Post Office) (State)
hereinafter is called the seller, and RICHARD CRABTREE, of PO BOX 252,
(Name of Purchaser) (Address)
BELLVUE, CO 80512, hereinafter called the purchaser.
(Post Office) (State)

The seller being the legal owner, or the lawful authorized agent, agrees to sell; and, the purchaser agrees to buy the following described timber upon the terms and conditions hereinafter stated.

The cruise volume of the marked or designated timber is estimated at 100 cords from approximately 10 acres designated on-the-ground by the seller (see Exhibit A) prior to cutting and located in:

The timber has been designated for sale on the basis of PRESRIPTION tree marking. All PREScribed trees are to be cut and paid for as outlined in Section III. The _____ trees are not to be cut and remain the property of the seller. The marking will consist of: DEAD TREES MEETING THE MINIMUM UTILIZATION SPECIFICATIONS AS LISTED IN SECTION III.

It is agreed upon between the seller and the purchaser that this contract begins JULY 3, 1995 and terminates on SEPTEMBER 30, 1995. (Merchantable material, cut and left in the woods; and/or designated trees left uncut shall be paid for as specified in Section III. Any timber and/or other products left in the woods after the termination date will revert to the landowner. Undesignated trees which are cut and/or removed without the consent of the seller constitutes an illegal trespass).

SPECIES & PRODUCT	ESTIMATED QUANTITY & UNIT	MINIMUM SPECIFICATIONS					PAYMENT RATE PER UNIT OF MEASURE
		TREES		PIECE REQUIRED TO BE REMOVED			
		DBH (INCHES)	NO. OF MIN. PIECES	LENGTH (FEET)	DIB (INCHES)	PERCENT SOUND	
DEAD - ROUNDWOOD	100 CORDS	2.0	1	8	1.0	100	\$15/PER CORD

The purchaser shall furnish a performance bond in the amount of \$19 or cash in lieu thereof to be deposited in escrow at _____. [Upon satisfactory completion of all contract requirements, in performance bond or cash + interest will be returned to the purchaser. Upon unsatisfactory completion of the contract requirements the performance bond or cash + interest will be turned over to the seller. (Forfeiture of bond by the contractor may limit eligibility on future contracts.)]

(1) NO HUNTING / FISHING ON SECTION 36 OR ADJACENT PRIVATE LANDS.
(2) ALL ROADS TO SECTION 36 WILL BE MAINTAINED BY PURCHASER.

Richard Crabtree 7/3/95
Contractor Date

William Shandigan 7/3/95
Landowner Date
Woodland Mgt. Consultants

OTHER PROVISIONS CONTINUED:

The PURCHASER agrees to cut and remove said timber in strict accordance with the following conditions:

- a. Stumps will not exceed 6 inches in height on the uphill side.
- b. PURCHASER will use existing roads, and they shall be kept free of logs, brush and debris resulting from the PURCHASER's operations. Any road used by the PURCHASER in connection with this sale that is damaged or injured beyond ordinary wear and tear through such use shall be restored by him to its original condition. All roads will be given proper closing maintenance before they are accepted as completed for closure.
- c. New roads for the sale will be designated on the ground by _____

Purchaser agrees to cut all merchantable trees (as defined in Section III) in road right-of-way, dispose of stumps by _____
and to lop and scatter all slash from cut trees within the clearing limits, outside of the road right-of-way.
- d. Procurement of rights-of-way affecting timber or lands outside the sale area shall be handled by the PURCHASER.
- e. PURCHASER shall protect property such as fields, fences, telephone, light, and power lines, building, ditches, bridges, etc., against unnecessary damage, and shall repair damage caused by him by restoring them immediately to the condition found prior to damage.
- f. As far as practical, all logging and hauling operations shall be in an orderly and progressive manner, exercising all possible protection to young growth and shall give due consideration to disturbances which will affect soil movement or impair and aggravate water movement.
- g. Slash disposal is the responsibility of the PURCHASER. All slash is to be lopped and scattered not to exceed a depth of 18" above the ground level with limbs not to exceed 8 feet in length. All slash created by spur road or skid trail or landing construction shall either be piled or shall be uniformly scattered off of the construction site. Slash is to be disposed of as the sale progresses. The PURCHASER agrees to comply with all local fire laws.
- h. No witness trees shall be cut in this timber sale.
- i. In the event of fire killed trees or insect infested trees, the Seller agrees to sell, and Buyer agrees to buy, the wood that is salvageable and merchantable at a stumpage value as negotiated between the seller and the buyer at the signing of the contract at the time the salvageable wood is processed on the sale area or removed from the sale area in tree length form.
- j. All trash & refuse generated by PURCHASER during his operation will be removed prior to contract termination.

VI. General Description

- a. This agreement, or any interest therein, may not be assigned by the PURCHASER without prior consent to the SELLER.
- b. This agreement shall be binding upon the heirs, administrators, executors, successors, or assigns of both parties.
- c. PURCHASER agrees to indemnify and hold harmless the SELLER from any and all damages, claims, or demands upon the part of third parties on account of any action by PURCHASER, his agents, servants, or employees, under this agreement, and furthermore, to respect and protect all right-of-way, easements, and servitudes belonging to any other party or parties, and enjoin not injure, damage, or waste the same in any way whatsoever, and does hereby indemnify and hold harmless the SELLER therefrom.
- d. In the event of dispute we agree to accept the decision of an arbitration board of three members; one to be selected by the SELLER, one by the PURCHASER, and the third to be selected by the first two.

The arbiters must reach an agreement within 30 days.

- e. Purchaser agrees that all necessary licenses, permits, liability and workmen's compensation insurance will be his responsibility to insure compliance with all government laws, rules, and regulations.



**Woodland
Management Consultants**

P.O. Box 10
Fort Collins, Colorado 80522
303-221-1336

No.

DATE JUNE 9, 1995

TO

COLORADO STATE FOREST SERVICE

ADDRESS

FOOTHILLS CAMPU5

CITY

FT. COLLINS

STATE

CO

ZIP

80523

QTY.	DESCRIPTION	UNIT PRICE	AMOUNT
	PO # P507485-CO.01 -		
	25% (\$800)		200 00
PLEASE PAY FROM THIS INVOICE		SUB TOTAL	
		TAX	
		TOTAL	200 00

CSFS RECEIVING REPORT

CSFS #820 (REV. 7/92)

INSTRUCTIONS: Make all purchases in the name of the COLORADO STATE FOREST SERVICE. Attach this completed form to each invoice or document that results in a cost to CSFS and forward to the State Office for processing. Complete vendor address is necessary to process payment. Include Social Security number if requesting payment to an individual. Both signatures at bottom of this form must be completed before processing.

Make payment to: ~~Woodland Mgt Consult.~~Date Prepared: 6-19-95Prepared by: R PorterAssigned PO/DPO Number: 507485

Comments or Special Instructions:

GSA Julian Date: _____ GSA S/N: _____

Invoice #: _____ Bill To: _____

Item #	Account	Subcode	Invoice #	Invoice Date	Description of Supplies or Services	Amount
1				060995	25% Storage of \$800	200-
2					on CSFS Inv 36748	
3						
4						
5						
6						
7						
8						

Receipt Certification:

Date: 6-19-95R Porter
Signature

Expenditure Approval:

Date: 6-22-95

Authorized Signature

TOTAL \$ 200-Ply Sign

To:

Invoice No.

36748

richard crabtree

3003 N COUNTY RD 23

PO BOX 252

BELLVUE CO 80512

Colorado
State
 FOREST
 SERVICE

Date: JUNE 21, 1995

Item	Unit Cost	Total
1 ^{UM} S36, T11N, R76W, ⁶ TH PM, COLORADO		
2 STAMP PAGE PAYMENT #1 LA GARDE CREEK SALE OF 5/1/95 ⁵		800.00
3		
4 DIRECT COSTS: 3 HOURS @ \$24 = 72.00		
5 GHERARDI INV OF 6/9/95 200.00		
6 272.00		
7 NET TO SLB 528.00		
8		
9		
Tax Exempt No. _____	Sales Tax	

CSFS Originator

Payment Due By **THANK YOU**

Remit to:

Total		800.00
CK-CA-MO Amount Paid:		800.00
Amount Due		0
Ck# 3830	Dated 6/6/95	
Rcv'd By RLM	F.Y. 94/95	
Funding		Amount
1-92550	4550	200.00
1-92550	0641	72.00
1-93210	0641	528.00

Deposit No.

Date

White-Customer copy; Yellow-State Office copy; Pink-Project copy

CSFS REQUEST FOR SUPPLIES OR SERVICES (other than GSA)

OLD P.O. #

P507485 - CO.01

CSFS #805 (Rev. 4/93)

Date: 6-12-95		Requested by: M. Hughes			Resale to:		CSFS Invoice #:		
Vendor: <u>Woodland Mgt. Consultants</u> <u>P.O. Box 10</u> <u>Fort Collins, CO 80522</u> <u>(303) 221-1336</u> (PLEASE PROVIDE COMPLETE ADDRESS.)					Ship To: _____ _____ _____ _____ (PLEASE PROVIDE COMPLETE ADDRESS.)				
Reason for Vendor Selection: _____ Sole Source (attach completed Sole Source Justification form) _____ Previous Supplier _____ Other					Terms:				
Shipping Instructions: _____ FOB Fort Collins, Colorado _____ FOB			Delivery Date:		Deliver to: Initials _____ Bldg _____ Room _____ Phone _____				
#	Account	Subcode	Qty	UOM	Description of Supplies or Services	Unit Price	Item Total		
1									
2									
3									
4									
5									
6									
7									
8									
9									
10									
SPECIAL INSTRUCTIONS:					Expenditure Approval: Authorized Signature: _____ Date: _____			Subtotal: \$ _____ Discount: \$ _____ TOTAL: \$ _____	

Range
10 76
West
Section
16
Pass
Creek

Valerie Haddy/Mehaffey(Fort Collins)

CSFS 5060

INDIVIDUAL NAME

Valerie Heady

COMPLETE PHONE NUMBER

(970) 491-6303

DATE OF ORDER

DELIVERY REQUIRED BY

5/16/95

CENTRAL RECEIVING DELIVER TO:

BLDG:

ROOM:

VENDOR

Dwight-Clark logging
5531 W Cty Rd 20
Loveland CO 80537

SHIP
TO

COLORADO STATE UNIVERSITY
REFERENCE **DPO 462160**
CENTRAL RECEIVING
FORT COLLINS, CO. 80523

OR

COLORADO STATE UNIVERSITY
TAX EXEMPT NUMBER IS
98-02381

DPO 462160

SHOW THIS NUMBER ON ALL PACKAGES, CASES, INVOICES, DELIVERY SLIPS, PACKING SLIPS, ETC.

INVOICE TO:

COLORADO STATE UNIVERSITY
ACCOUNTS PAYABLE
FORT COLLINS, CO 80523

**DPO NUMBER MUST BE SHOWN
ON ALL INVOICES.**



**Colorado
State
University**

**NOT VALID FOR MATERIAL PURCHASES OVER \$350.00
OR SERVICE PURCHASES OVER \$1,000.00
SEE REVERSE SIDE OF THIS FORM FOR TERMS AND CONDITIONS**

MAY 18 1995

F, la Gherard

DISTRIBUTION ACCOUNT	SUBCODE	INVOICE NUMBER	INVOICE DATE	QTY	UNIT	DESCRIPTION	UNIT PRICE	EXTENSION	IRS	FOR ACCOUNTS PAYABLE USE ONLY
019606	2060					Refund of Performance Bond paid on CSFS Invoice		471.00		
						#33887. Deposit #40013, of 10/5/94. Detail				
						in CSFS State Office, 203 Forestry.				
							TOTAL	471.00		

INTERNAL SIGNATURES

DATE _____

EXPENDITURE AND PURCHASE APPROVED BY

DATE _____

16 May 95

AUTHORIZED SIGNATURE

REV.3/92

CENTRAL RECEIVING

CSFS REQUEST FOR SUPPLIES OR SERVICES (other than GSA)

CSFS #805 (Rev. 4/93)

Date: 6-9-95	Requested by: Michael M. Hughes	Resale to:	CSFS Invoice #:					
Vendor: <u>WOODLAND MANAGEMENT CONSULTANTS</u> <u>P.O. Box 10</u> <u>Fort Collins, CO 80522</u> <u>970-221-1336</u> (PLEASE PROVIDE COMPLETE ADDRESS.)		Ship To: _____ _____ _____ _____ (PLEASE PROVIDE COMPLETE ADDRESS.)						
Reason for Vendor Selection: _____ Sole Source (attach completed Sole Source Justification form) _____ Previous Supplier _____ Other		Terms:						
Shipping Instructions: _____ FOB Fort Collins, Colorado _____ FOB		Delivery Date: _____ Deliver to: Initials _____ Bldg _____ Room _____ Phone _____						
#	Account	Subcode	Qty	UOM	Description of Supplies or Services	Unit Price	Item Total	
1	1-92550	4550			Continuing management plan			
2					prescription work on:			
3					S 36, T 11 N, R 77 W			
4								
5					Per attached agreement			
6								
7								
8								
9								
10								
SPECIAL INSTRUCTIONS:					Expenditure Approval: _____ Authorized Signature: <u>Michael M. Hughes</u> Date: <u>6-13-95</u>		Subtotal: \$ _____ Discount: \$ _____ TOTAL: \$ <u>7813</u>	

To:

Invoice No.

36733

RICHARD CRABTREE

2002 N COUNTY RD 23

PO BOX 252

BELLVUE CO 80512

**Colorado
State**
FOREST
SERVICE

Date: MAY 18, 1995

Item	Unit Cost	Total
1 PERFORMANCE BOND FOR SALE OF 5/1/95 LA GARDE CREEK , T11N,R77W		150.00
2 SEC 36, 6TH PM LARIMER COUNTY, CO		
3		
4		
5		
6		
7		
8		
9		
Tax Exempt No. _____	Sales Tax	

Total 150.00

CK-CA-MO Amount Paid: 150.00

Amount Due 0

CSFS Originator

Payment Due By THANK YOU

Remit to:

COLORADO STATE FOREST SERVICE
FORT COLLINS DISTRICT
BUILDING 1052 FOOTHILLS CAMPUS
COLORADO STATE UNIVERSITY
FORT COLLINS CO 80523-5060

Ck# 3646 Dated 5/1/95

Rcv'd By RLM F.Y. 94/95

Funding	Amount
0-19606	2060 150.00

Deposit No.

Date

White-Customer copy; Yellow-State Office copy; Pink-Project copy

Refund Requested
5-8-97
Georges Gulch
Folder
HGP

To: WOODLAND MANAGEMENT CONSULTANTS
PO BOX 10
FORT COLLINS CO 80522

Invoice No. 36732



Date: MAY 18, 1995

Item	Unit Cost	Total
1 PERMIT FEE FOR ST LAND SALE OF 5/1/95, LA GARDE CREEK		25.00
2 T11N, R77W, SEC 36, LARIMER CTY, CO		
3		
4		
5		
6		
7		
8		
9		
Tax Exempt No. _____	Sales Tax	

Total	25.00
CK-CA-MO Amount Paid:	25.00
Amount Due	0


CSFS Originator

Payment Due By THANK YOU

Remit to:

COLORADO STATE FOREST SERVICE
FORT COLLINS DISTRICT
BUILDING 1052 FOOTHILLS CAMPUS
COLORADO STATE UNIVERSITY
FORT COLLINS CO 80523-5060

Ck# 3249	Dated 5/3/95
Rcv'd By RLM	F.Y. 94/95
Funding	Amount
1-93210	0646 25.00

Deposit No.

Date

To:

Invoice No.

36710

DWIGHT CLARK - LOGGING

5531 W CTY RD 20

LOVELAND CO 80537

Colorado
State
 FOREST
 SERVICE

Date: MAY 3, 1995

Item	Unit Cost	Total
1 S36, T11N R77W, 6TH PM LARIMER COUNTY - LA GARDE CREEK ST LAND		
2 STATE LAND PERMIT FEE, SALE OF 1/2/95		25.00
3 STATE LAND PERMIT FEE, SALE OF 3/4/95		25.00
4 STUMPAGE, SALE OF 3/4/95 --310 CORDS	15/CRD	4650.00
5		
6		
7		
8		
9		
T		
Sales Tax		
Total		4700.00

CSFS Originator

Payment Due By UPON RECEIPT

Remit to:

Thru 4/4 CK/CAMO Amount Paid: 4650.00
 Amount Due ~~50.00~~
 Ck# #1-5107 3249 Dated 050395
 Rcv'd By RLM F.Y. 94/95
 #1-042195

Funding	Amount
1-92550	4550. 1165.00
1-92550	0641 384.00
1-93210	0641 3101.00
1-93210	0646 50.00

Deposit No. 15188 Date 5-4-95

*Welding
by
Consult*

White-Customer copy; Yellow-State Office copy; Pink-Project copy

TIMBER SALE CONTRACT

Agreement entered into this 1ST day of MAY, 1995 between WOODLAND MGT. CONSULTANTS, PD BOX 10, of FT COLLINS, COLORADO 80522 hereinafter is called the seller, and RICHARD CRABTREE, of PD BOX 1232, LAPORTE, COLORADO 80537, hereinafter called the purchaser.

Witnesseth:

The seller being the legal owner, or the lawful authorized agent, agrees to sell; and, the purchaser agrees to buy the following described timber upon the terms and conditions hereinafter stated.

I. Location and Description

The cruise volume of the marked or designated timber is estimated at 100 CORDS from approximately 20 acres designated on-the-ground by the seller (see Exhibit A) prior to cutting and located in:

Township 11 NORTH Range 77 WEST Section 36 County LARIMER State COLORADO

The timber has been designated for sale on the basis of PRESCRIPTION tree marking. All PRESCRIBED trees are to be cut and paid for as outlined in Section III. The trees are not to be cut and remain the property of the seller. The marking will consist of: THE DEAD TREES MEETING THE MINIMUM UTILIZATION SPECIFICATIONS AS LISTED IN SECTION III.

Sale boundaries are marked in the following manner:

II. Contract

It is agreed upon between the seller and the purchaser that this contract begins MAY 1, 1995 and terminates on JUNE 29, 1995. (Merchantable material, cut and left in the woods; and/or designated trees left uncut shall be paid for as specified in Section III. Any timber and/or other products left in the woods after the termination date will revert to the landowner. Undesignated trees which are cut and/or removed without the consent of the seller constitutes an illegal trespass).

III. Payment

The purchaser agrees to pay the seller for the timber defined as follows:

SPECIES & PRODUCT	ESTIMATED QUANTITY & UNIT	MINIMUM SPECIFICATIONS					PAYMENT RATE PER UNIT OF MEASURE
		TREES		PIECE REQUIRED TO BE REMOVED			
		DBH (INCHES)	NO. OF MIN. PIECES	LENGTH (FEET)	DIB (INCHES)	PERCENT SOUND	
DEAD - Roundwood	100 CORDS	2.0	1	8	1.0	100	\$15/PER CORD

Payment is to be made prior to entry of each block, per Exhibit B. The scaling and measurement shall be handled and recorded as follows: PURCHASER LOAD TICKETS

The title for the timber and other products remain in the seller's name until paid for by the purchaser.

IV. Performance Bond

The purchaser shall furnish a performance bond in the amount of \$100,000 7/1/95 or cash in lieu thereof to be deposited in escrow at [Upon satisfactory completion of all contract requirements, in performance bond or cash + interest will be returned to the purchaser. Upon unsatisfactory completion of the contract requirements the performance bond or cash + interest will be turned over to the seller. (Forfeiture of bond by the contractor may limit eligibility on future contracts.)]

V. Other Provisions [See Reserve Side for Continuation of Provisions]

(1) NO HUNTING/FISHING ON SECTION 36 OR ADJACENT PRIVATE LANDS.
(2) ALL ROADS TO BE MAINTAINED BY PURCHASER

APPROVAL AND EXECUTION

I(we) agree to the terms, duties and conditions stated on both the front and back sides of this page and upon approval will comply therewith.

Richard Crabtree 5-1-95 Uelin Shurst 5/1/95 Contractor Date Landowner Date Woodland Mgt. Consultants

OTHER PROVISIONS CONTINUED:

The PURCHASER agrees to cut and remove said timber in strict accordance with the following conditions:

- a. Stumps will not exceed 6 inches in height on the uphill side.
- b. PURCHASER will use existing roads, and they shall be kept free of logs, brush and debris resulting from the PURCHASER's operations. Any road used by the PURCHASER in connection with this sale that is damaged or injured beyond ordinary wear and tear through such use shall be restored by him to its original condition. All roads will be given proper closing maintenance before they are accepted as completed for closure.
- c. New roads for the sale will be designated on the ground by _____

Purchaser agrees to cut all merchantable trees (as defined in Section III) in road right-of-way, dispose of stumps by _____
and to lop and scatter all slash from cut trees within the clearing limits, outside of the road right-of-way.
- d. Procurement of rights-of-way affecting timber or lands outside the sale area shall be handled by the PURCHASER.
- e. PURCHASER shall protect property such as fields, fences, telephone, light, and power lines, building, ditches, bridges, etc., against unnecessary damage, and shall repair damage caused by him by restoring them immediately to the condition found prior to damage.
- f. As far as practical, all logging and hauling operations shall be in an orderly and progressive manner, exercising all possible protection to young growth and shall give due consideration to disturbances which will affect soil movement or impair and aggravate water movement.
- g. Slash disposal is the responsibility of the PURCHASER. All slash is to be lopped and scattered not to exceed a depth of 18" above the ground level with limbs not to exceed 8 feet in length. All slash created by spur road or skid trail or landing construction shall either be piled or shall be uniformly scattered off of the construction site. Slash is to be disposed of as the sale progresses. The PURCHASER agrees to comply with all local fire laws.
- h. No witness trees shall be cut in this timber sale.
- i. In the event of fire killed trees or insect infested trees, the Seller agrees to sell, and Buyer agrees to buy, the wood that is salvageable and merchantable at a stumpage value as negotiated between the seller and the buyer at the signing of the contract at the time the salvageable wood is processed on the sale area or removed from the sale area in tree length form.
- j. All trash & refuse generated by PURCHASER during his operation will be removed prior to contract termination.

VI. General Description

- a. This agreement, or any interest therein, may not be assigned by the PURCHASER without prior consent to the SELLER.
- b. This agreement shall be binding upon the heirs, administrators, executors, successors, or assigns of both parties.
- c. PURCHASER agrees to indemnify and hold harmless the SELLER from any and all damages, claims, or demands upon the part of third parties on account of any action by PURCHASER, his agents, servants, or employees, under this agreement, and furthermore, to respect and protect all right-of-way, easements, and servitudes belonging to any other party or parties, and enjoin not injure, damage, or waste the same in any way whatsoever, and does hereby indemnify and hold harmless the SELLER therefrom.
- d. In the event of dispute we agree to accept the decision of an arbitration board of three members; one to be selected by the SELLER, one by the PURCHASER, and the third to be selected by the first two.

The arbiters must reach an agreement within 30 days.

- e. Purchaser agrees that all necessary licenses, permits, liability and workmen's compensation insurance will be his responsibility to insure compliance with all government laws, rules, and regulations.

CSFS ACCOUNTING REQUEST

CSFS #813
Revised 7/92DATE: 5/10/95

TO: State Office Accounting

FROM: Ray McHaffey
(signature of CSFS employee initiating request)

Please initiate the following transaction. Copies of all appropriate supporting documents are attached.

THIS IS A REQUEST FOR (CHECK ONE):

☐ JOURNAL ENTRY/ACCOUNT TRANSFER:

Transfer \$ _____

Reason for transfer: _____

Document type/#: _____ FY _____

Vendor/employee name: _____

Debit funding _____ - _____ Credit funding(_____ - _____)
(Account-Subcode) (Account-Subcode)Signature _____ Signature _____
(Account Manager) (Account Manager)☒ CUSTOMER PAYMENT REFUND:

Send refund in amount of \$ 471.⁰⁰ to
customer listed below.

Received on CSFS Invoice # 33887 FY 94/95Name: Dwight Clark - LoggingAddress: 5531 W. City Rd. 20Loveland CO 80537

Reason for refund: Refund of bond. Satisfactory
performance for sale of 9/1/94. Sale is closed.

LA GARDE CREEK
BURN AREA

DWIGHT CLARK LOGGING

5/3/95

1427	10/31/94	BURN
1428	10/31/94	BURN
1429	11/1/94	BURN
1430	11/2/94	BURN
1431	11/7/94	BURN
1432	11/7/94	BURN
1433	11/10/94	BURN
1434	11/10/94	BURN
1435	11/15/94	BURN
1436	11/16/94	BURN - 10
1437	11/21/94	BURN
1438	11/28/94	BURN
1439	11/25/94	BURN
1440	11/29/94	BURN
1441	11/30/94	BURN
1442	11/30/94	BURN
1443	12/5/94	BURN
1444	12/6/94	BURN
1445	12/7/94	BURN
1446	12/7/94	BURN ~ 20
1447	12/12/94	BURN
1448	12/13/94	BURN
1449	12/14/94	BURN
1450	12/15/94	BURN
1451	12/16/94	BURN
1452	12/19/94	BURN
1453	12/20/94	BURN
1454	12/21/94	BURN
1455	12/22/94	BURN
1456	12/22/94	BURN - 30
1457	12/22/94	BURN
1458	12/27/94	BURN
1459	12/29/94	BURN
1460	12/30/94	BURN
1461	1/3/95	BURN
1462	1/4/95	BURN
1463	1/5/95	BURN
1464	1/6/95	BURN
1465	1/10/95	BURN
1466	1/11/95	BURN - 40
1467	1/12/95	BURN
1468	1/13/95	BURN
1469	1/16/95	BURN
1470	1/17/95	BURN
1471	1/18/95	BURN
1472	1/20/95	BURN
1473	1/23/95	BURN
1474	1/24/95	BURN
1475	1/25/95	BURN
1476	1/26/95	BURN - 50
1477	1/27/95	BURN
1478	1/30/95	BURN

LA GARDE CREEK
BURN AREA

DWIGHT CLARK LOGGING

5/3/95

1479	1/31/95	BURN
1480	2/1/95	BURN
1481	2/2/95	BURN
1482	2/3/95	BURN
1483	2/6/95	BURN
1484	2/7/95	BURN
1485	2/8/95	BURN
1486	2/9/95	BURN - 6'
1487	2/13/95	BURN
1488	2/14/95	BURN
1489	2/17/95	BURN
1490	2/21/95	BURN
1491	2/22/95	BURN
1492	2/23/95	BURN
1493	2/24/95	BURN
1494	2/27/95	BURN
1495	2/28/95	BURN
1496	3/2/95	BURN - 7'
1497	3/3/95	BURN
1498	3/6/95	BURN
1499	3/7/95	BURN
1500	3/13/95	BURN
1501	3/14/95	BURN
1502	3/15/95	BURN
1503	3/17/95	BURN
1504	3/20/95	BURN
1505	3/21/95	BURN
1506	3/23/95	BURN - 8'
1507	3/22/95	BURN
1508	3/27/95	BURN
1509	3/28/95	BURN
1510	3/30/95	BURN
1511	3/31/95	BURN 85

CSFS RECEIVING REPORT

CSFS #820 (REV. 7/92)

INSTRUCTIONS: Make all purchases in the name of the COLORADO STATE FOREST SERVICE. Attach this completed form to each invoice or document that results in a cost to CSFS and forward to the State Office for processing. Complete vendor address is necessary to process payment. Include Social Security number if requesting payment to an individual. Both signatures at bottom of this form must be completed before processing.

Make payment to: Woodland Management Consultants
 Date Prepared: 5-2-95
 Prepared by: Kathy Porter
 Assigned PO/DPO Number: 507485

Comments or Special Instructions:

GSA Julian Date: _____ GSA S/N: _____

Invoice #: _____ Bill To: _____

Item #	Account	Subcode	Invoice #	Invoice Date	Description of Supplies or Services	Amount
1				042495	25% of Stumpage (less \$25 permit fee)	
2					\$5125.00	1283.75
3					as corrected by Ray	
4						
5						
6						
7						
8						

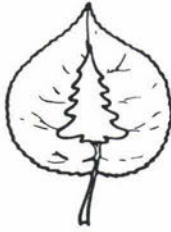
Receipt Certification:

Date: 5-2-95
Kathy R Porter
 Signature

Expenditure Approval:

Date: 5-3-95
Ray McHaffey
 Authorized Signature

TOTAL \$ 1283.75



**Woodland
Management Consultants**

P.O. Box 10
Fort Collins, Colorado 80522
303-221-1336

No.

DATE April 20, 1995

TO

ADDRESS

CITY

STATE

ZIP

QTY.	DESCRIPTION	UNIT PRICE	AMOUNT
	P. # P507485-0.01-		
			1115
			1137
PLEASE PAY FROM THIS INVOICE			
			SUB TOTAL
			TAX
			TOTAL

To:

Invoice No. 36711RICHARD CRABTREE3003 N COUNTY RD 23PO BOX 252BELLVUE CO 80512

Colorado
State
 FOREST
 SERVICE

Date: MAY 3, 1995

Item	Unit Cost	Total
1 S36, T11N, R77W, 6TH PM LARIMER COUNTY, LA GARDE CREEK ST LAND		
2 ST LAND PERMIT FEE--SALE OF 3/4/95		25.00
3 STUMPAGE PAYMENT #1 " " "		475.00
4		
5 DIRECT COSTS 1 HOUR @ 24/HR 24.00		
6 GHERARDI INV OF 4/24/95 118.75		
7		142.75
8 NET STUMPAGE TO SLB 332.25		
9 PERMIT FEE TO SLB 25.00		
Tax Exempt No. _____	Sales Tax	

CSFS Originate Kelly R Porter
 Payment Due By THANK YOU

Remit to:

Total		500.00
CK-CA-MO Amount Paid:		500.00
Amount Due		0
Ck# 3776	Dated 3/29/95	
Rcv'd By RLM	F.Y. 94/95	
Funding		Amount
1-93210	0646	25.00
1-93210	0641	332.25
1-92550	0641	24.00
1-92550	4550	118.75

Deposit No.

Date

White-Customer copy; Yellow-State Office copy; Pink-Project copy

To:

Invoice No.

36710

DWIGHT CLARK - LOGGING

5531 W CTY RD 20

LOVELAND CO 80537

**Colorado
State**
FOREST
SERVICE

Date: MAY 3, 1995

Item	Unit Cost	Total
1 S36, T11N R77W, 6TH PM LARIMER COUNTY - LA GARDE CREEK ST LAND		
2 STATE LAND PERMIT FEE, SALE OF 1/2/95		25.00
3 STATE LAND PERMIT FEE, SALE OF 3/4/95		25.00
4 STUMPAGE, SALE OF 3/4/95 --310 CORDS	15/CRD	4650.00
5		
6 DIRECT COSTS 16 HOURS @ 24/HR	384.00	
7 GHERARDI INVOICE OF 4/24/95	1165.00	
8	1549.00	
9 NET STUMPAGE TO SLB 3101.00 \$50 DUE IS FOR PERMIT FEES		
Tax Exempt No. _____	Sales Tax	

Total 4700.00

Thank You ~~CK~~ CA-MO Amount Paid: 4650.00

Amount Due 50.00

Ck#1-5107 Dated #1-042195

Rcv'd By RLM F.Y. 94/95

Remit to:

COLORADO STATE FOREST SERVICE
FORT COLLINS DISTRICT
BUILDING 1052 FOOTHILLS CAMPUS
COLORADO STATE UNIVERSITY
FORT COLLINS CO 80523-5060

Funding	Amount
1-92550	4550
1-92550	0641
1-93210	0641
1-93210	0646

Deposit No.

Date

DWIGHT C. CLARK-LOGGING 4/88

R369769

5531 W. CTY. RD. 20 PH. 667-3649
LOVELAND, CO 80537

5107

Pay To
The Order Of

4 - 21 19 95 82-216/1070
 Colo State Forest
 Forty Six Hundred Fifty and 00/100
 \$ 4650.00
 Dollars

AMERICAN BANK
300 E. 29TH ST. (303) 669-1776
LOVELAND, COLORADO 80538

For

1070021631 017 8921 5107

TIMBER SALE CONTRACT

Agreement entered into this 4TH day of MARCH, 1995 between WOODLAND MGT. CONSULTANTS (Name of Seller)
PO Box 10 (Address), of FORT COLLINS (Post Office), COLORADO (State) 80522
 hereinafter is called the seller, and RICHARD CRATCHEE (Name of Purchaser), of PO Box 1332 (Address)
LAPORTE (Post Office), CO (State) 80537, hereinafter called the purchaser.

Witnesseth:

The seller being the legal owner, or the lawful authorized agent, agrees to sell; and, the purchaser agrees to buy the following described timber upon the terms and conditions hereinafter stated.

I. Location and Description

The cruise volume of the marked or designated timber is estimated at 100 CORDS from approximately 10 acres designated on-the-ground by the seller (see Exhibit A) prior to cutting and located in:

Township	Range	Section	County	State
<u>11 NORTH</u>	<u>77 WEST</u>	<u>36</u>	<u>LARIMER</u>	<u>COLORADO</u>

The timber has been designated for sale on the basis of PRESCRIPTION tree marking. All PRESCRIBED trees are to be cut and paid for as outlined in Section III. The trees are not to be cut and remain the property of the seller. The marking will consist of: DEAD TREES MEETING THE MINIMUM UTILIZATION SPECIFICATIONS AS LISTED UNDER SECTION III.

Sale boundaries are marked in the following manner:

II. Contract

It is agreed upon between the seller and the purchaser that this contract begins MARCH 4, 1995 and terminates on APRIL 30, 1995. (Merchantable material, cut and left in the woods; and/or designated trees left uncut shall be paid for as specified in Section III. Any timber and/or other products left in the woods after the termination date will revert to the landowner. Undesignated trees which are cut and/or removed without the consent of the seller constitutes an illegal trespass).

III. Payment

The purchaser agrees to pay the seller for the timber defined as follows:

SPECIES & PRODUCT	ESTIMATED QUANTITY & UNIT	MINIMUM SPECIFICATIONS					PAYMENT RATE PER UNIT OF MEASURE
		TREES		PIECE REQUIRED TO BE REMOVED			
		DBH (INCHES)	NO. OF MIN. PIECES	LENGTH (FEET)	DIB (INCHES)	PERCENT SOUND	
DEAD - Roundwood	100 CORDS	2.0	1	8	1.0	100	\$15 PER CORD

Payment is to be made prior to entry of each block, per Exhibit B. The scaling and measurement shall be handled and recorded as follows: PURCHASER LOAD TICKETS.

The title for the timber and other products remain in the seller's name until paid for by the purchaser.

IV. Performance Bond

The purchaser shall furnish a performance bond in the amount of NA or cash in lieu thereof to be deposited in escrow at [Upon satisfactory completion of all contract requirements, in performance bond or cash + interest will be returned to the purchaser. Upon unsatisfactory completion of the contract requirements the performance bond or cash + interest will be turned over to the seller. (Forfeiture of bond by the contractor may limit eligibility on future contracts.)]

V. Other Provisions [See Reserve Side for Continuation of Provisions]

(1) NO HUNTING/FISHING ON SECTION 36 OR ADJACENT PRIVATE LANDS.
 (2) ALL ROADS WILL BE MAINTAINED IN A SERVICEABLE CONDITION.

APPROVAL AND EXECUTION

I(we) agree to the terms, duties and conditions stated on both the front and back sides of this page and upon approval will comply therewith.

<u>Richard Cratchee</u>	<u>3/6/95</u>	<u>William Shendi</u>	<u>3/5/95</u>
Contractor	Date	Landowner	Date
		<u>Woodland Mgt. Consultants</u>	

OTHER PROVISIONS CONTINUED:

The PURCHASER agrees to cut and remove said timber in strict accordance with the following conditions:

- a. Stumps will not exceed 6 inches in height on the uphill side.
- b. PURCHASER will use existing roads, and they shall be kept free of logs, brush and debris resulting from the PURCHASER's operations. Any road used by the PURCHASER in connection with this sale that is damaged or injured beyond ordinary wear and tear through such use shall be restored by him to its original condition. All roads will be given proper closing maintenance before they are accepted as completed for closure.
- c. New roads for the sale will be designated on the ground by _____

Purchaser agrees to cut all merchantable trees (as defined in Section III) in road right-of-way, dispose of stumps by _____
_____ and to lop and scatter all slash from cut trees within the clearing limits, outside of the road right-of-way.
- d. Procurement of rights-of-way affecting timber or lands outside the sale area shall be handled by the PURCHASER.
- e. PURCHASER shall protect property such as fields, fences, telephone, light, and power lines, building, ditches, bridges, etc., against unnecessary damage, and shall repair damage caused by him by restoring them immediately to the condition found prior to damage.
- f. As far as practical, all logging and hauling operations shall be in an orderly and progressive manner, exercising all possible protection to young growth and shall give due consideration to disturbances which will affect soil movement or impair and aggravate water movement.
- g. Slash disposal is the responsibility of the PURCHASER. All slash is to be lopped and scattered not to exceed a depth of 18" above the ground level with limbs not to exceed 8 feet in length. All slash created by spur road or skid trail or landing construction shall either be piled or shall be uniformly scattered off of the construction site. Slash is to be disposed of as the sale progresses. The PURCHASER agrees to comply with all local fire laws.
- h. No witness trees shall be cut in this timber sale.
- i. In the event of fire killed trees or insect infested trees, the Seller agrees to sell, and Buyer agrees to buy, the wood that is salvageable and merchantable at a stumpage value as negotiated between the seller and the buyer at the signing of the contract at the time the salvageable wood is processed on the sale area or removed from the sale area in tree length form.
- j. All trash & refuse generated by PURCHASER during his operation will be removed prior to contract termination.

VI. General Description

- a. This agreement, or any interest therein, may not be assigned by the PURCHASER without prior consent to the SELLER.
- b. This agreement shall be binding upon the heirs, administrators, executors, successors, or assigns of both parties.
- c. PURCHASER agrees to indemnify and hold harmless the SELLER from any and all damages, claims, or demands upon the part of third parties on account of any action by PURCHASER, his agents, servants, or employees, under this agreement, and furthermore, to respect and protect all right-of-way, easements, and servitudes belonging to any other party or parties, and enjoin not injure, damage, or waste the same in any way whatsoever, and does hereby indemnify and hold harmless the SELLER therefrom.
- d. In the event of dispute we agree to accept the decision of an arbitration board of three members; one to be selected by the SELLER, one by the PURCHASER, and the third to be selected by the first two.

The arbiters must reach an agreement within 30 days.

- e. Purchaser agrees that all necessary licenses, permits, liability and workmen's compensation insurance will be his responsibility to insure compliance with all government laws, rules, and regulations.

To:

Invoice No.

36021

DWIGHT CLARK -- LOGGING

5531 W CTY RD 20

LOVELAND CO 80537

Colorado
State
 FOREST
 SERVICE

Date: MARCH 15, 1995

Item	S36, T11N, R77W, 6TH PM, LARIMER COUNTY	Unit Cost	Total
1	STUMPAGE PAYMENT FOR STATE LAND SALE ON LA GARDE CREEK		4050.00
2	(Saw of 3/4/95)		
3			
4	DIRECT COSTS		
5	16 HOURS X \$24/HR	384.00	
6	GHERARDI INC. 3/10/95	1012.50	
7		1396.50	
8	NET TO SLB	2653.50	
9			
Tax Exempt No. _____		Sales Tax	

CSFS Originator

Payment Due By **THANK YOU**

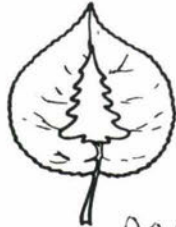
Remit to:

Total		4050.00
CK-CA-MO Amount Paid:		4050.00
Amount Due		0
Ck#	5046	Dated 3/9/95
Rcv'd By	KRP	F.Y. 94/95
Funding		Amount
1-92550	4550	1012.50
1-92550	0641	384.00
1-93210	0641	2653.50

Deposit No.

Date

White-Customer copy; Yellow-State Office copy; Pink-Project copy



**Woodland
Management Consultants**

No.

P.O. Box 10
Fort Collins, Colorado 80522
303-221-1336

DATE 3-10-95

TO

RAY MEHAFFEY

COLORADO STATE FOREST SERVICE

ADDRESS

FOOTHILLS CAMPUS

CITY

FT. COLLINS

STATE

CO

ZIP

80523

QTY.	DESCRIPTION	UNIT PRICE	AMOUNT
	PO # P507485 -		
	4050 X 25%		1012 50
PLEASE PAY FROM THIS INVOICE		SUB TOTAL	
		TAX	
		TOTAL	1012 50

INSTRUCTIONS: Make all purchases in the name of the COLORADO STATE FOREST SERVICE. Attach this completed form to each invoice or document that results in a cost to CSFS and forward to the State Office for processing. Complete vendor address is necessary to process payment. Include Social Security number if requesting payment to an individual. Both signatures at bottom of this form must be completed before processing.

Make payment to: Woodland Management Consultants
Date Prepared: 3-13-95
Prepared by: K Porter
Assigned PO/DPO Number: #507485

Comments or Special Instructions:

GSA Julian Date: _____ GSA S/N: _____

Invoice #: _____ Bill To: _____

Item #	Account	Subcode	Invoice #	Invoice Date	Description of Supplies or Services	Amount
1				031095	25% of ST page \$4050.00	1012.50
2						
3						
4						
5						
6						
7						
8						

Receipt Certification:

Date: 3-13-95
K Porter
Signature

Expenditure Approval:

Date: 3/13/95
Ray Murphy
Authorized Signature

TOTAL \$ 1012.50

TIMBER SALE CONTRACT

Agreement entered into this 4TH day of MARCH, 1995 between WOODLAND MGT. CONSULTANTS, PO BOX 10, of FORT COLLINS, COLORADO hereinafter is called the seller, and DWIGHT CLARK LOGGING, of 5531 W. CITY RD 20, LOVELAND, CO 80535 hereinafter called the purchaser.

Witnesseth:

The seller being the legal owner, or the lawful authorized agent, agrees to sell; and, the purchaser agrees to buy the following described timber upon the terms and conditions hereinafter stated.

I. Location and Description

The cruise volume of the marked or designated timber is estimated at 325 CORDS from approximately 57 acres designated on-the-ground by the seller (see Exhibit A) prior to cutting and located in:

Township 11 NORTH Range 77 WEST Section 36 County LARIMER State COLORADO

The timber has been designated for sale on the basis of PRESCRIPTION tree marking. All PRESCRIBED trees are to be cut and paid for as outlined in Section III. The trees are not to be cut and remain the property of the seller. The marking will consist of: DEAD TREES MEETING THE MINIMUM UTILIZATION SPECIFICATIONS AS LISTED IN SECTION III.

Sale boundaries are marked in the following manner:

II. Contract

It is agreed upon between the seller and the purchaser that this contract begins MARCH 4, 1995 and terminates on APRIL 30, 1995. (Merchantable material, cut and left in the woods; and/or designated trees left uncut shall be paid for as specified in Section III. Any timber and/or other products left in the woods after the termination date will revert to the landowner. Undesignated trees which are cut and/or removed without the consent of the seller constitutes an illegal trespass).

III. Payment

The purchaser agrees to pay the seller for the timber defined as follows:

SPECIES & PRODUCT	ESTIMATED QUANTITY & UNIT	MINIMUM SPECIFICATIONS					PAYMENT RATE PER UNIT OF MEASURE
		TREES		PIECE REQUIRED TO BE REMOVED			
		DBH (INCHES)	NO. OF MIN. PIECES	LENGTH (FEET)	DIB (INCHES)	PERCENT SOUND	
DEAD-ROUNDWOOD	325 CORDS	5.0	1	16	4	50	\$15/PER CORD

Payment is to be made prior to entry of each block, per Exhibit B. The scaling and measurement shall be handled and recorded as follows: PURCHASER LOAD TREES

The title for the timber and other products remain in the seller's name until paid for by the purchaser.

IV. Performance Bond

The purchaser shall furnish a performance bond in the amount of NA or cash in lieu thereof to be deposited in escrow at [Upon satisfactory completion of all contract requirements, in performance bond or cash + interest will be returned to the purchaser. Upon unsatisfactory completion of the contract requirements the performance bond or cash + interest will be turned over to the seller. (Forfeiture of bond by the contractor may limit eligibility on future contracts.)]

V. Other Provisions [See Reserve Side for Continuation of Provisions]

- (1) PURCHASER AGREES TO MAINTAIN ACCESS ROAD.
(2) NO HUNTING / FISHING ON SECTION 36.

APPROVAL AND EXECUTION

I(we) agree to the terms, duties and conditions stated on both the front and back sides of this page and upon approval will comply therewith.

Dwight Clark Contractor Date [Signature] William Shind Landowner Date 3/5/95 Woodland Mgt. Consultants

OTHER PROVISIONS CONTINUED:

The PURCHASER agrees to cut and remove said timber in strict accordance with the following conditions:

- a. Stumps will not exceed 6 inches in height on the uphill side.
- b. PURCHASER will use existing roads, and they shall be kept free of logs, brush and debris resulting from the PURCHASER's operations. Any road used by the PURCHASER in connection with this sale that is damaged or injured beyond ordinary wear and tear through such use shall be restored by him to its original condition. All roads will be given proper closing maintenance before they are accepted as completed for closure.
- c. New roads for the sale will be designated on the ground by _____

Purchaser agrees to cut all merchantable trees (as defined in Section III) in road right-of-way, dispose of stumps by _____
_____ and to lop and scatter all slash from cut trees within the clearing limits, outside of the road right-of-way.
- d. Procurement of rights-of-way affecting timber or lands outside the sale area shall be handled by the PURCHASER.
- e. PURCHASER shall protect property such as fields, fences, telephone, light, and power lines, building, ditches, bridges, etc., against unnecessary damage, and shall repair damage caused by him by restoring them immediately to the condition found prior to damage.
- f. As far as practical, all logging and hauling operations shall be in an orderly and progressive manner, exercising all possible protection to young growth and shall give due consideration to disturbances which will affect soil movement or impair and aggravate water movement.
- g. Slash disposal is the responsibility of the PURCHASER. All slash is to be lopped and scattered not to exceed a depth of 18" above the ground level with limbs not to exceed 8 feet in length. All slash created by spur road or skid trail or landing construction shall either be piled or shall be uniformly scattered off of the construction site. Slash is to be disposed of as the sale progresses. The PURCHASER agrees to comply with all local fire laws.
- h. No witness trees shall be cut in this timber sale.
- i. In the event of fire killed trees or insect infested trees, the Seller agrees to sell, and Buyer agrees to buy, the wood that is salvageable and merchantable at a stumpage value as negotiated between the seller and the buyer at the signing of the contract at the time the salvageable wood is processed on the sale area or removed from the sale area in tree length form.
- j. All trash & refuse generated by PURCHASER during his operation will be removed prior to contract termination.

VI. General Description

- a. This agreement, or any interest therein, may not be assigned by the PURCHASER without prior consent to the SELLER.
- b. This agreement shall be binding upon the heirs, administrators, executors, successors, or assigns of both parties.
- c. PURCHASER agrees to indemnify and hold harmless the SELLER from any and all damages, claims, or demands upon the part of third parties on account of any action by PURCHASER, his agents, servants, or employees, under this agreement, and furthermore, to respect and protect all right-of-way, easements, and servitudes belonging to any other party or parties, and enjoin not injure, damage, or waste the same in any way whatsoever, and does hereby indemnify and hold harmless the SELLER therefrom.
- d. In the event of dispute we agree to accept the decision of an arbitration board of three members; one to be selected by the SELLER, one by the PURCHASER, and the third to be selected by the first two.

The arbiters must reach an agreement within 30 days.

- e. Purchaser agrees that all necessary licenses, permits, liability and workmen's compensation insurance will be his responsibility to insure compliance with all government laws, rules, and regulations.

TIMBER SALE CONTRACT

Agreement entered into this 2ND day of JANUARY, 1995 between WOODLAND MGT. CONSULTANTS (Name of Seller)
PO BOX 10 (Address), of FORT COLLINS (Post Office), CO 80522 (State)
 hereinafter is called the seller, and DWIGHT CLARK LOGGING (Name of Purchaser), of 5531 W. CTY RD 20 (Address),
LOVELAND (Post Office), CO 80535 (State), hereinafter called the purchaser.

Witnesseth:

The seller being the legal owner, or the lawful authorized agent, agrees to sell; and, the purchaser agrees to buy the following described timber upon the terms and conditions hereinafter stated.

I. Location and Description

The cruise volume of the marked or designated timber is estimated at 300 CORDS from approximately 57 acres designated on-the-ground by the seller (see Exhibit A) prior to cutting and located in:

Township 11 NORTH Range 77 WEST Section 36 County LARIMER State CO

The timber has been designated for sale on the basis of PRESCRIPTION tree marking. All PRESCRIBED trees are to be cut and paid for as outlined in Section III. The trees are not to be cut and remain the property of the seller. The marking will consist of: DEAD TREES MEETING THE MINIMUM UTILIZATION SPECIFICATIONS AS LISTED IN SECTION III.

Sale boundaries are marked in the following manner:

II. Contract

It is agreed upon between the seller and the purchaser that this contract begins JANUARY 2, 1995 and terminates on MARCH 30, 1995. (Merchantable material, cut and left in the woods; and/or designated trees left uncut shall be paid for as specified in Section III. Any timber and/or other products left in the woods after the termination date will revert to the landowner. Undesignated trees which are cut and/or removed without the consent of the seller constitutes an illegal trespass).

III. Payment

The purchaser agrees to pay the seller for the timber defined as follows:

SPECIES & PRODUCT	ESTIMATED QUANTITY & UNIT	MINIMUM SPECIFICATIONS					PAYMENT RATE PER UNIT OF MEASURE
		TREES		PIECE REQUIRED TO BE REMOVED			
		DBH (INCHES)	NO. OF MIN. PIECES	LENGTH (FEET)	DIB (INCHES)	PERCENT SOUND	
DEAD	300 CORDS	5.0	1	16	4	50	\$15 PER CORD

Payment is to be made prior to entry of each block, per Exhibit B. The scaling and measurement shall be handled and recorded as follows: PURCHASER LOAD TICKETS

The title for the timber and other products remain in the seller's name until paid for by the purchaser.

IV. Performance Bond

The purchaser shall furnish a performance bond in the amount of NA or cash in lieu thereof to be deposited in escrow at [Upon satisfactory completion of all contract requirements, in performance bond or cash + interest will be returned to the purchaser. Upon unsatisfactory completion of the contract requirements the performance bond or cash + interest will be turned over to the seller. (Forfeiture of bond by the contractor may limit eligibility on future contracts.)]

V. Other Provisions [See Reserve Side for Continuation of Provisions]

- PURCHASER AGREES TO MAINTAIN ACCESS ROAD.
- NO HUNTING/FISHING ON SECTION 36.

APPROVAL AND EXECUTION

I(we) agree to the terms, duties and conditions stated on both the front and back sides of this page and upon approval will comply therewith.

[Signature] Contractor Date 3/9/95 4050 # 5096
William Shundi Landowner Date 1/2/95
for Woodland Mgt Consultants

OTHER PROVISIONS CONTINUED:

The PURCHASER agrees to cut and remove said timber in strict accordance with the following conditions:

- a. Stumps will not exceed 6 inches in height on the uphill side.
- b. PURCHASER will use existing roads, and they shall be kept free of logs, brush and debris resulting from the PURCHASER's operations. Any road used by the PURCHASER in connection with this sale that is damaged or injured beyond ordinary wear and tear through such use shall be restored by him to its original condition. All roads will be given proper closing maintenance before they are accepted as completed for closure.
- c. New roads for the sale will be designated on the ground by _____

Purchaser agrees to cut all merchantable trees (as defined in Section III) in road right-of-way, dispose of stumps by _____
and to lop and scatter all slash from cut trees within the clearing limits, outside of the road right-of-way.
- d. Procurement of rights-of-way affecting timber or lands outside the sale area shall be handled by the PURCHASER.
- e. PURCHASER shall protect property such as fields, fences, telephone, light, and power lines, building, ditches, bridges, etc., against unnecessary damage, and shall repair damage caused by him by restoring them immediately to the condition found prior to damage.
- f. As far as practical, all logging and hauling operations shall be in an orderly and progressive manner, exercising all possible protection to young growth and shall give due consideration to disturbances which will affect soil movement or impair and aggravate water movement.
- g. Slash disposal is the responsibility of the PURCHASER. All slash is to be lopped and scattered not to exceed a depth of 18" above the ground level with limbs not to exceed 8 feet in length. All slash created by spur road or skid trail or landing construction shall either be piled or shall be uniformly scattered off of the construction site. Slash is to be disposed of as the sale progresses. The PURCHASER agrees to comply with all local fire laws.
- h. No witness trees shall be cut in this timber sale.
- i. In the event of fire killed trees or insect infested trees, the Seller agrees to sell, and Buyer agrees to buy, the wood that is salvageable and merchantable at a stumpage value as negotiated between the seller and the buyer at the signing of the contract at the time the salvageable wood is processed on the sale area or removed from the sale area in tree length form.
- j. All trash & refuse generated by PURCHASER during his operation will be removed prior to contract termination.

VI. General Description

- a. This agreement, or any interest therein, may not be assigned by the PURCHASER without prior consent to the SELLER.
- b. This agreement shall be binding upon the heirs, administrators, executors, successors, or assigns of both parties.
- c. PURCHASER agrees to indemnify and hold harmless the SELLER from any and all damages, claims, or demands upon the part of third parties on account of any action by PURCHASER, his agents, servants, or employees, under this agreement, and furthermore, to respect and protect all right-of-way, easements, and servitudes belonging to any other party or parties, and enjoin not injure, damage, or waste the same in any way whatsoever, and does hereby indemnify and hold harmless the SELLER therefrom.
- d. In the event of dispute we agree to accept the decision of an arbitration board of three members; one to be selected by the SELLER, one by the PURCHASER, and the third to be selected by the first two.

The arbiters must reach an agreement within 30 days.

- e. Purchaser agrees that all necessary licenses, permits, liability and workmen's compensation insurance will be his responsibility to insure compliance with all government laws, rules, and regulations.

CSFS RECEIVING REPORT

CSFS #820 (REV. 7/92)

INSTRUCTIONS: Make all purchases in the name of the COLORADO STATE FOREST SERVICE. Attach this completed form to each invoice or document that results in a cost to CSFS and forward to the State Office for processing. Complete vendor address is necessary to process payment. Include Social Security number if requesting payment to an individual. Both signatures at bottom of this form must be completed before processing.

Make payment to: <u>WoodLand Management Consultants</u>	Comments or Special Instructions:
Date Prepared: <u>1-18-95</u>	
Prepared by: <u>Kathy R Porter</u>	
Assigned PO/DPO Number: <u># 507485 507485</u>	GSA Julian Date: _____ GSA S/N: _____
	Invoice #: _____ Bill To: _____

Item #	Account	Subcode	Invoice #	Invoice Date	Description of Supplies or Services	Amount
1				1-12-95	25% of Stumpage \$4050.00	1012.50
2						
3						
4						
5						
6						
7						
8						

Receipt Certification:

Date: 1-18-95
Kathy R Porter
Signature

Expenditure Approval:

Date: 1/18/95
Ray McHaffey
Authorized Signature

TOTAL

\$ 1012.50



**Woodland
Management Consultants**

No.

P.O. Box 10
Fort Collins, Colorado 80522
303-221-1336

TO

RAY MEHAFFEY

DATE

1/12/95

COLORADO STATE FOREST SERVICE

ADDRESS

FOOTHILLS CAMPUS

CITY

FT. COLLINS

STATE

CO

ZIP

80523

QTY.	DESCRIPTION	UNIT PRICE	AMOUNT
	PO # P507485		
	\$ 4050 x 25% -	\$ 1012	50
PLEASE PAY FROM THIS INVOICE		SUB TOTAL	
		TAX	
		TOTAL	1012 50

To:

Invoice No.

35375

DWIGHT CLARK LOGGING
5331 W CTY RD 20
LOVELAND CO 80537

Colorado
State
FOREST
SERVICE

Date:

1-18-95

Item	Unit Cost	Total
1 STATE LAND LAGARDE CREEK Fuelwood	15.11/d	4050.00
Stampage Payment #1 (270 loads)		
2 536, T11N, R77W Larimer County		
3		
4 Direct Cost		
5 8 hrs x 24/hr 192.00		
6 1-12-95 Cherard, Invoice 1012.50		
7 1,204.50		
8 Net to SLB 2,845.50		
9		
Tax Exempt No.	Sales Tax	

CSFS Originator

Payment Due By

Remit to:

Kathy R Porter
Thank You

Total	4050.00
CK-CA MO Amount Paid:	4050.00
Amount Due	0
Ck# 9815	Dated 1-2-95
Rcv'd By KRP	F.Y. 94-95
Funding	Amount
1-92550 4550	1012.50
1-92550 0641	192.00
1-97210 0641	2845.50

Deposit No.

Date

1-18-95

White-Customer copy; Yellow-State Office copy; Pink-Project copy

To:

Invoice No. 33887DWIGHT CLARK-LOGGING5531 W CTY RD 20LOVELAND CO 80537

Colorado
State
 FOREST
 SERVICE

Date: OCTOBER 4, 1994

Item	STATE LAND LAGARDE CREEK FUELWOOD S36, T11N R77W	Unit Cost	Total
1	LARIMER COUNTY, COLORADO		
2	PERFORMANCE BOND		471.00
3	APPLICATION FEE		25.00
4			
5			
6			
7			
8			
9			
Tax Exempt No. _____		Sales Tax	

Anthony R. Porter
 CSFS Originator

Payment Due By THANK YOU

Remit to:

Total		496.00
CK-CA-MO Amount Paid:		496.00
Amount Due		10
Ck# 9684	Dated 9/23/94	
Rcv'd By RIM	F.Y. 94/95	
Funding <input checked="" type="checkbox"/>		Amount
019606 1-96060	2060 0641	471.00
1-93210	0646 0641	25.00

Deposit No. 40013Date 10-5-94

To:

Invoice No. 33887

DWIGHT CLARK-LOGGING

5531 W CTY RD 20

LOVELAND CO 80537

**Colorado
State**
FOREST
SERVICE

Date: OCTOBER 4, 1994

Item	STATE LAND LAGARDE CREEK FUELWOOD S36, T11N R77W	Unit Cost	Total
1	LARIMER COUNTY, COLORADO		
2	PERFORMANCE BOND		471.00
3	APPLICATION FEE		25.00
4			
5			
6			
7			
8			
9			
Tax Exempt No. _____		Sales Tax	


 CSFS Originator
 Payment Due By THANK YOU

Remit to:

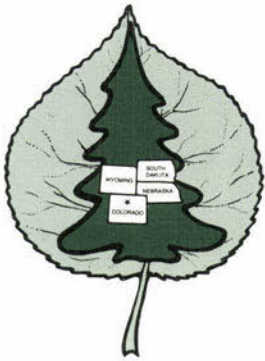
COLORADO STATE FOREST SERVICE
 FORT COLLINS DISTRICT
 BUILDING 1052 FOOTHILLS CAMPUS
 COLORADO STATE UNIVERSITY
 FORT COLLINS CO 80523-5060

Total		496.00
CK-CA-MO Amount Paid:		496.00
Amount Due		/0
Ck# 9684	Dated 9/23/94	
Rcv'd By RLM	F.Y. 94/95	
Funding		Amount
1-96060	0641	471.00
1-93210	0641	25.00

Deposit No.

Date

White-Customer copy; Yellow-State Office copy; Pink-Project copy



Woodland Management Consultants
P.O. Box 10
Fort Collins, Colorado 80522
(303) 221-1336

Calvin
I have contract
Please deposit bond check.
Thanks,
Ray

SEPT. 23, 1994

RAY MEHAFFEY
COLORADO STATE FOREST SERVICE
FOOTHILLS CAMPUS
FT. COLLINS, CO 80525

DEAR RAY,

ENCLOSED PLEASE FIND A TIMBER SALE CONTRACT FOR
LAGARDE CREEK FIREWOOD. THE CHECK FROM DWIGHT CLARK
IS FOR THE PERFORMANCE BOND PLUS THE APPLICATION FEE.

SINCERELY,

Bill Shensi

FORESTER,
WOODLAND MANAGEMENT CONSULTANTS

ENCLOSURES

TIMBER SALE CONTRACT

Agreement entered into this 1ST day of SEPTEMBER, 1994 between WOODLAND MGT. CONSULTANTS (Name of Seller)
PO BOX 10 (Address), of FORT COLLINS (Post Office), CO 80522 (State)
 hereinafter is called the seller, and DWIGHT CLARK LOGGING (Name of Purchaser), of 5531 W. CTR. RD 20 (Address),
LOVELAND (Post Office), CO 90535 (State), hereinafter called the purchaser.

Witnesseth:

The seller being the legal owner, or the lawful authorized agent, agrees to sell; and, the purchaser agrees to buy the following described timber upon the terms and conditions hereinafter stated.

I. Location and Description

The cruise volume of the marked or designated timber is estimated at 314 CORDS from approximately 57 acres designated on-the-ground by the seller (see Exhibit A) prior to cutting and located in:

Township	Range	Section	County	State
<u>11 N.</u>	<u>77 W.</u>	<u>36</u>	<u>LARIMER</u>	<u>CO</u>

The timber has been designated for sale on the basis of PRESCRIPTION tree marking. All PRESCRIBED trees are to be cut and paid for as outlined in Section III. The _____ trees are not to be cut and remain the property of the seller. The marking will consist of: DEAD TREES MEETING THE MINIMUM UTILIZATION SPECIFICATIONS AS LISTED ON SECTION III.

Sale boundaries are marked in the following manner: _____

II. Contract

It is agreed upon between the seller and the purchaser that this contract begins SEPTEMBER 1, 1994 and terminates on NOVEMBER 30, 1994. (Merchantable material, cut and left in the woods; and/or designated trees left uncut shall be paid for as specified in Section III. Any timber and/or other products left in the woods after the termination date will revert to the landowner. Undesignated trees which are cut and/or removed without the consent of the seller constitutes an illegal trespass).

III. Payment

The purchaser agrees to pay the seller for the timber defined as follows:

SPECIES & PRODUCT	ESTIMATED QUANTITY & UNIT	MINIMUM SPECIFICATIONS					PAYMENT RATE PER UNIT OF MEASURE
		TREES		PIECE REQUIRED TO BE REMOVED			
		DBH (INCHES)	NO. OF MIN. PIECES	LENGTH (FEET)	DIB (INCHES)	PERCENT SOUND	
DEAD- Roundwood	314 CORDS	5.0	1	16	4	50	\$ 15 PER CORD

Payment is to be made prior to entry of each block, per Exhibit B. The scaling and measurement shall be handled and recorded as follows: PURCHASER LOAD TICKETS

The title for the timber and other products remain in the seller's name until paid for by the purchaser.

IV. Performance Bond

The purchaser shall furnish a performance bond in the amount of \$471 or cash in lieu thereof to be deposited in escrow at COLORADO STATE FOREST SERVICE - FOOTHILLS CAMPUS [Upon satisfactory completion of all contract requirements, in performance bond or cash + interest will be returned to the purchaser. Upon unsatisfactory completion of the contract requirements the performance bond or cash + interest will be turned over to the seller. (Forfeiture of bond by the contractor may limit eligibility on future contracts.)]

V. Other Provisions [See Reserve Side for Continuation of Provisions]

- (1) INITIAL PAYMENT IS BOND - \$471 PLUS \$25 APPLICATION FEE OR \$496, THE BOND IS FULLY REFUNDABLE UPON TERMS OF THIS CONTRACT.
- (2) PURCHASER AGREES TO MAINTAIN ACCESS ROAD IN A SERVICEABLE CONDITION, AND PAY A ROAD USE FEE OF \$10 PER LOAD TO DUNCAN ENERGY.
- (3) NO HUNTING / FISHING ON SECTION 36 AND ANY LAND ADJACENT TO ACCESS ROAD.

APPROVAL AND EXECUTION

I(we) agree to the terms, duties and conditions stated on both the front and back sides of this page and upon approval will comply therewith.

<u>Dwight Clark</u>	<u>9/2/94</u>	<u>William Stensli</u>	<u>9/1/94</u>
Contractor	Date	Landowner	Date
		<u>Woodland Mgt. Consultants</u>	

OTHER PROVISIONS CONTINUED:

The PURCHASER agrees to cut and remove said timber in strict accordance with the following conditions:

- a. Stumps will not exceed 6 inches in height on the uphill side.
- b. PURCHASER will use existing roads, and they shall be kept free of logs, brush and debris resulting from the PURCHASER's operations. Any road used by the PURCHASER in connection with this sale that is damaged or injured beyond ordinary wear and tear through such use shall be restored by him to its original condition. All roads will be given proper closing maintenance before they are accepted as completed for closure.
- c. New roads for the sale will be designated on the ground by N/A
- Purchaser agrees to cut all merchantable trees (as defined in Section III) in road right-of-way, dispose of stumps by _____ and to lop and scatter all slash from cut trees within the clearing limits, outside of the road right-of-way.
- d. Procurement of rights-of-way affecting timber or lands outside the sale area shall be handled by the PURCHASER.
- e. PURCHASER shall protect property such as fields, fences, telephone, light, and power lines, building, ditches, bridges, etc., against unnecessary damage, and shall repair damage caused by him by restoring them immediately to the condition found prior to damage.
- f. As far as practical, all logging and hauling operations shall be in an orderly and progressive manner, exercising all possible protection to young growth and shall give due consideration to disturbances which will affect soil movement or impair and aggravate water movement.
- g. Slash disposal is the responsibility of the PURCHASER. All slash is to be lopped and scattered not to exceed a depth of 18" above the ground level with limbs not to exceed 8 feet in length. All slash created by spur road or skid trail or landing construction shall either be piled or shall be uniformly scattered off of the construction site. Slash is to be disposed of as the sale progresses. The PURCHASER agrees to comply with all local fire laws.
- h. No witness trees shall be cut in this timber sale.
- i. In the event of fire killed trees or insect infested trees, the Seller agrees to sell, and Buyer agrees to buy, the wood that is salvageable and merchantable at a stumpage value as negotiated between the seller and the buyer at the signing of the contract at the time the salvageable wood is processed on the sale area or removed from the sale area in tree length form.
- j. All trash & refuse generated by PURCHASER during his operation will be removed prior to contract termination.

VI. General Description

- a. This agreement, or any interest therein, may not be assigned by the PURCHASER without prior consent to the SELLER.
- b. This agreement shall be binding upon the heirs, administrators, executors, successors, or assigns of both parties.
- c. PURCHASER agrees to indemnify and hold harmless the SELLER from any and all damages, claims, or demands upon the part of third parties on account of any action by PURCHASER, his agents, servants, or employees, under this agreement, and furthermore, to respect and protect all right-of-way, easements, and servitudes belonging to any other party or parties, and enjoin not injure, damage, or waste the same in any way whatsoever, and does hereby indemnify and hold harmless the SELLER therefrom.
- d. In the event of dispute we agree to accept the decision of an arbitration board of three members; one to be selected by the SELLER, one by the PURCHASER, and the third to be selected by the first two.

The arbiters must reach an agreement within 30 days.

- e. Purchaser agrees that all necessary licenses, permits, liability and workmen's compensation insurance will be his responsibility to insure compliance with all government laws, rules, and regulations.

1

EXHIBIT A

TwP 11 N.
Atvbe 27 w.

8200.

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39

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X8827

Free

msR 1:8000

Wid, Etkend.

$$\begin{array}{r} 8476 \\ \hline \end{array}$$




PURCHASING DEPARTMENT
 FORT COLLINS, CO 80523
 PHONE (303) 491-5105 FAX (303) 491-5523

START 07/01/93 END 06/30/94

PURCHASE ORDER

TERMS N	F.O.B. NOT APPLICABLE	QUOTE NO./QUOTE DATE	EXPECTED DELIVERY DATE
PURCH. CONTACT JOHN C. TYLER	PHONE (303) 491-5107	DEPT. NO. Q258448 5060	V0000170050

V
E
N
D
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R

WOODLAND MGMT CONSULTANTS
 P O BOX 10
 FORT COLLINS CO 80524

S
H
I
P
T
O

JUL 12 1993

Tom Ostermann

ACCOUNT NUMBER	PERCENT	AMOUNT	ACCOUNT NUMBER	PERCENT	AMOUNT

NO.	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	EXTENSION
001	1.00	LOT	SERVICE AGREEMENT RENEWAL SERVICE AGREEMENT DEVELOP AND IMPLEMENT MANAGEMENT PLANS ON: S36, T11N, R77W S16, T10N, R76W PER AGREEMENT DATED 2/11/92 (ATTACHED) PERIOD: JULY 1, 1993 TO JUNE 30, 1994 1-92550-4550	15,998.4400	15,998.44
002			RENEWAL P503581 \$18,000 LESS \$2,001.56 PAID 92/93. FINANCIAL OBLIGATIONS OF THE STATE AND CSU PAYABLE AFTER THE CURRENT STATE FISCAL YEAR (EXCEPT AS SHOWN ON THE SAID CSU PURCHASE ORDER) FOR SERVICES AND/OR PRODUCTS TO BE PROVIDED UNDER THE AGREEMENT ARE CONTINGENT UPON FUNDS FOR THAT PURPOSE BEING APPROPRIATED.		

WHEN YOU RECEIVE THE ABOVE ITEM(S) COMPLETE, SIGN, DATE & RETURN THIS COPY W/COPY OF PACKING SLIP TO S.O.
 SIGNED _____
 DATE REC'D _____

TOTAL			CONTINUED		
-------	--	--	-----------	--	--

PAYMENTS					PAYMENTS					APPROVED FOR PAYMENT
CP#	DIS CODE	INVOICE NUMBER	INVOICE DATE	PAY AMOUNT	CP#	DIS CODE	INVOICE NUMBER	INVOICE DATE	PAY AMOUNT	



PURCHASING DEPARTMENT
FORT COLLINS, CO 80523
PHONE (303) 491-5105 FAX (303) 491-5523

DATE: 06/28/93 PURCHASE ORDER: P504376

START 07/01/93 END 06/30/94

PURCHASE ORDER

TERMS	F.O.B.	QUOTE NO./QUOTE DATE	EXPECTED DELIVERY DATE
PURCH. CONTACT	PHONE	DEPT. NO.	V0000170050

V
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WOODLAND MGMT CONSULTANTS
*** PO CONTINUATION ***
*** PAGE NUMBER BELOW ***

S
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ACCOUNT NUMBER			PERCENT	AMOUNT	ACCOUNT NUMBER			PERCENT	AMOUNT

NO.	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	EXTENSION
			<p>BUDGETED AND OTHERWISE MADE AVAILABLE AS EVIDENCED BY THE ISSUANCE OF ANOTHER CSU PURCHASE ORDER. IN ADDITION, THE PARTIES RECOGNIZE THAT AS A RESULT OF THE 1992 PASSAGE OF "THE TAXPAYER'S BILL OF RIGHTS" AMENDMENT TO THE COLORADO CONSTITUTION, ALL STATE CONTRACTS ARE REQUIRED TO TERMINATE AT THE END OF EACH FISCAL YEAR WITH RENEWAL RIGHTS AT THE SOLE DISCRETION OF THE STATE. THEREFORE, ANY PROVISION OF THIS AGREEMENT NOTWITHSTANDING, THIS AGREEMENT SHALL TERMINATE ON JUNE 30 OF EACH YEAR, UNLESS RENEWED</p> <p>RS</p>		

TOTAL \$ 15,998.44

PAYMENTS				PAYMENTS			
CP#	DIS CODE	INVOICE NUMBER	INVOICE DATE	PAY AMOUNT	CP#	DIS CODE	INVOICE NUMBER

\$
DATE
INITIALS

FT Cochrans Dist

RAM JUL 12 1993

EXTENSION on
PO for Bill G.

Now

To:

Invoice No. 31318BIG HORN LUMBER1100 S PINE STREETPO BOX 479LARAMIE WY 82070

Colorado
State
 FOREST
 SERVICE

Date: MARCH 25, 1994

Item	Unit Cost	Total
1 LA GARDE CREEK ST LAND S36, T11N, R77W, LARIMER COUNTY		45368.75
2 STUMPAGE PAYMENTS 2-4		
3		
4 DIRECT COSTS\$		
5 12 HOURS @ 24/HR 288.00		
6 MILEAGE 240 X .07 16.80		
7 GHERARDI'S INVOICE OF 3/24/94 11342.19		
		11646.99
8 NET TO SLB 33721.76		
9		
Tax Exempt No. _____	Sales Tax	

CSFS Originator

Payment Due By THANK YOU

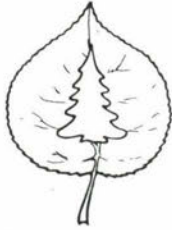
Remit to:

Total		45368.75
CASHIERS	CK-CA-MQ XXXXX	Amount Paid: 45368.75
		Amount Due 0
Ck# 28271	Dated 3/22/94	
Rcv'd By RLM	F.Y. 93/94	
Funding		Amount
1-92550	4550	11342.19
1-92550	0641	304.80
1-93210	0641	33721.76

Deposit No.

Date

White-Customer copy; Yellow-State Office copy; Pink-Project copy



**Woodland
Management Consultants**

P.O. Box 10
Fort Collins, Colorado 80522
303-221-1336

No.

DATE 3-24-94

TO

COLORADO STATE FOREST SERVICE

ADDRESS

FOOTHILLS CAMPUS

CITY

STATE

ZIP

FT. COLLINS

CO

80525

QTY.	DESCRIPTION	UNIT PRICE	AMOUNT
	PER PURCHASE ORDER # P504376 -		
	25% OF 45368.75		11342.19
PLEASE PAY FROM THIS INVOICE		SUB TOTAL	
		TAX	
		TOTAL	11342.19

CSFS RECEIVING REPORT

CSFS #820 (REV. 7/92)

INSTRUCTIONS: Make all purchases in the name of the COLORADO STATE FOREST SERVICE. Attach this completed form to each invoice or document that results in a cost to CSFS and forward to the State Office for processing. Complete vendor address is necessary to process payment. Include Social Security number if requesting payment to an individual. Both signatures at bottom of this form must be completed before processing.

Make payment to: Woodland Mgmt Consultants Comments or Special Instructions:
Date Prepared: 3-24-94
Prepared by: Kathy Porter
Assigned PO/DPO Number: #P504376
GSA Julian Date: _____ GSA S/N: _____
Invoice #: _____ Bill To: _____

Item #	Account	Subcode	Invoice #	Invoice Date	Description of Supplies or Services	Amount
1	1-92550	4550		3-24-94	Forest Mgmt	11342.19
2						
3						
4						
5						
6						
7						
8						

Receipt Certification:

Date:

3-24-94
Kathy R Porter
Signature

Expenditure Approval:

Date: _____

Authorized Signature _____

TOTAL

\$ 11,342.19

Kathy/Ray -
 Copies of 2 invoices that I'm processing je's for
 amounts of payments against Woodland Mgmt
 PO# 504376 when deposit is made, amounts of Bill
 G's invoices should be deposited to 192550-4550.
 Thanks -
 Jaell
 2.16.94


To:
 DWIGHT C CLARK - LOGGING
 5531 W CTY RD 20
 LOVELAND CO 80537

Invoice No. 30301

**Colorado
 State**
 FOREST
 SERVICE

Date: AUGUST 11, 1993

Item	Unit Cost	Total
1 PASS CREEK STATE LAND SALE #2 S16, T10N, R76W STUMPAGE		2961.25
2		
3 BIRE		
4 DIRECT COSTS 4.5 HOURS @ \$22/HOUR = 99.00		
5 GHERARDI'S INVOICE OF 8/2/93 * 740.31		
6	839.31	
7 NET TO SLB	2121.94	
8		
9		
Tax Exempt No. _____	Sales Tax	XXXXXX


 CSFS Originator

Payment Due By THANK YOU

Remit to:

* je's → for Woodland Mgmt
 PO# 504376
 192550-0641 740.31 <192550-4550>

8-11-93

Total		2961.25
CK-CA-MO Amount Paid:		2961.25
Amount Due		XXXXXX
Ck# 9073	Dated	8/1/93
Rcv'd By KRP	F.Y.	93/94
Funding		Amount
1-92550	0641	839.31
1-93210	0641	2121.94

Deposit No. 223301

Date 8/13/93

To:

Invoice No. 31286RICHARD CRABTREEPO BOX 1352LAPORTE CO 80535

Colorado
State
 FOREST
 SERVICE

Date: NOVEMBER 19, 1993

Item	Unit Cost	Total
¹ PASS CREEK STATE LAND SALE #3 S16, T10N, R76W STUMPAGE		1000.00
²		
³		
⁴ DIRECT COSTS: 3 HOURS AT \$22/HR 66.00		
⁵ GHERARDI INV OF 10/25/93* 250.00		
⁶	316.00	
⁷ NET TO SLB 684.00		
⁸		
⁹		
Tax Exempt No. _____	Sales Tax	

CSFS Originator

Payment Due By THANK YOU

Remit to:

* je of _____ for Woodland Mgmt
 192550-0641 250.00 PO# 504376
 <192550-4550>

XC TO

Total		1000.00
CK-CA-MO Amount Paid:		1000.00
Amount Due		0
Ck#	Dated	
2296	10/25/93	
Rcv'd By	F.Y.	
RLM	93/94	
Funding		Amount
1-92550	0641	316.00
1-93210	0641	684.00

Deposit No. 27622Date 11-23-93

Valerie Heady/Mehaffey(ft Collins)

CSFS 5060

COMPLETE PHONE NUMBER

Valerie Heady

(303) 491 6303

DATE OF ORDER

DELIVERY REQUIRED BY

11/18/93

CENTRAL RECEIVING DELIVER TO:

BLDG:

ROOM:



**Colorado
State
University**

INVOICE TO:
COLORADO STATE UNIVERSITY
ACCOUNTS PAYABLE
FORT COLLINS, CO 80523

**DPO NUMBER MUST BE SHOWN
ON ALL INVOICES.**

DPO

337191

SHOW THIS NUMBER ON ALL PACKAGES, CASES, INVOICES, DELIVERY SLIPS, PACKING SLIPS, ETC.

COLORADO STATE UNIVERSITY
TAX EXEMPT NUMBER IS
98-02381

**NOT VALID FOR MATERIAL PURCHASES OVER \$350.00
OR SERVICE PURCHASES OVER \$1,000.00
SEE REVERSE SIDE OF THIS FORM FOR TERMS AND CONDITIONS**

VENDOR

Crabtree, Richard
po Box 1352
LaPorte CO 80535

NOV 19 1993

SHIP
TO

COLORADO STATE UNIVERSITY
REFERENCE DPO 337191
CENTRAL RECEIVING
FORT COLLINS, CO. 80523

OR

DISTRIBUTION ACCOUNT	SUBCODE	INVOICE NUMBER	INVOICE DATE	QTY	UNIT	DESCRIPTION	UNIT PRICE	EXTENSION	IRS	FOR ACCOUNTS PAYABLE USE ONLY
196060	0604					REFUND for Performance Bond paid on CSFS Invoice		100.00		
						#30302. Deposit #23301, of 8/13/93. Detail in				
						CSFS State Office, 203 Forestry.				
							TOTAL	100.00		

INTERNAL SIGNATURES

DATE _____

EXPENDITURE AND PURCHASE APPROVED BY

DATE 18 Nov 93

AUTHORIZED SIGNATURE

Valerie O. Heady 11/18/93 X16303

CENTRAL RECEIVING

REV.3/92

100-10000-10000

100-10000-10000

100-10000-10000

100-10000-10000

100-10000-10000

CSFS ACCOUNTING REQUEST

CSFS #813
Revised 7/92DATE: 11/18/93

TO: State Office Accounting

FROM: Ray McHaffey
(signature of CSFS employee initiating request)

Please initiate the following transaction. Copies of all appropriate supporting documents are attached.

THIS IS A REQUEST FOR (CHECK ONE):

☐ JOURNAL ENTRY/ACCOUNT TRANSFER:

Transfer \$ _____

Reason for transfer: _____

Document type/#: _____ FY _____

Vendor/employee name: _____

Debit funding _____ - _____ Credit funding(_____ - _____)
(Account-Subcode) (Account-Subcode)Signature _____ Signature _____
(Account Manager) (Account Manager)☒ CUSTOMER PAYMENT REFUND:

Send refund in amount of \$ 100⁰⁰ to
customer listed below.

Received on CSFS Invoice # 30302 FY 93/94Name: Richard CrabtreeAddress: P.O. Box 1352La Porte,CO 80535

Reason for refund: Refund of bond to completion
of Sale

To:

Invoice No.

31286

RICHARD CRABTREE

PO BOX 1352

LAPORTE CO 80535

Colorado
State
 FOREST
 SERVICE

Date: NOVEMBER 19, 1993

Item	Unit Cost	Total
1 PASS CREEK STATE LAND SALE #3 S16, T10N, R76W STUMPAGE		1000.00
2		
3		
4 DIRECT COSTS: 3 HOURS AT \$22/HR 66.00		
5 GHERARDI INV OF 10/25/93 250.00		
6 316.00		
7 NET TO SLB 684.00		
8		
9		
Tax Exempt No. _____	Sales Tax	
Total		1000.00
CK-CA-MO Amount Paid:		1000.00
Amount Due		0
Ck# 2296	Dated 10/25/93	
Rcv'd By RLM	F.Y. 93/94	
Funding		Amount
1-92550	0641	316.00
1-93210	0641	684.00

CSFS Originator

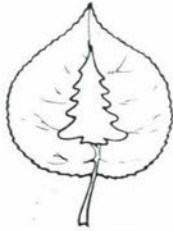
Payment Due By THANK YOU

Remit to:

Deposit No.

Date

White-Customer copy; Yellow-State Office copy; Pink-Project copy



**Woodland
Management Consultants**

No.

P.O. Box 10
Fort Collins, Colorado 80522
303-221-1336

DATE October 25, 1993

TO Ray Mehaffey
Colorado State Forest Service
ADDRESS Foothills Campus
Colorado State University

CITY Ft. Collins STATE CO ZIP 80523

QTY.	DESCRIPTION	UNIT PRICE	AMOUNT
	Forest Management Services per		
	Purchase Order # P504376		250.00
PLEASE PAY FROM THIS INVOICE		SUB TOTAL	
		TAX	
		TOTAL	250.00

INSTRUCTIONS: Make all purchases in the name of the COLORADO STATE FOREST SERVICE. Attach this completed form to each invoice or document that results in a cost to CSFS and forward to the State Office for processing. Complete vendor address is necessary to process payment. Include Social Security number if requesting payment to an individual. Both signatures at bottom of this form must be completed before processing.

Make payment to: <u>Woodland Mgt Consultants</u>	Comments or Special Instructions:
Date Prepared: <u>11-18-93</u>	
Prepared by: <u>K. Porter</u>	
Assigned PO/DPO Number: <u>P504376</u>	
GSA Julian Date: _____ GSA S/N: _____	
Invoice #: _____ Bill To: _____	

Item #	Account	Subcode	Invoice #	Invoice Date	Description of Supplies or Services	Amount
1	1-92550	4550		102593	Forest Mgt Svc.	250.00
2					Pass Creek SL Sale #3	
3					S 16, T10N, R76W	
4						
5						
6						
7						
8						

Receipt Certification:

Date: 11-18-93
Kathy R. Porter
Signature

Expenditure Approval:

Date: 11-18-93
Ray McHaffey
Authorized Signature

TOTAL

\$ 250.00

To:

Invoice No.

30302

RICHARD CRABTREE

3003 N CTY RD 23

BELLVUE CO 80512

PO Box 1352

LaPorte CO 80535

**Colorado
State**
FOREST
SERVICE

Date: AUGUST 11, 1993

Item	Unit Cost	Total
1 PASS CREEK STATE LAND SALE #3 S16, T10N, R76W		
2 PERFORMANCE BOND		100.00
3 FILING FEE (PERMIT)		15.00
4		
5		
6		
7		
8		
9		
Tax Exempt No. _____	Sales Tax	

Total 115.00

CK-CA-MO Amount Paid: 115.00

Amount Due 0

CSFS Originator

Payment Due By THANK YOU

Remit to:

COLORADO STATE FOREST SERVICE
FORT COLLINS DISTRICT
BUILDING 1052 FOOTHILLS CAMPUS
COLORADO STATE UNIVERSITY
FORT COLLINS CO 80523-5060

Ck# 2344 Dated 8/9/93

Rcv'd By KRP F.Y. 93/94

Funding	Amount
1-96060 0604	100.00
1-93210 0646	15.00

Deposit No.

Date

Pass Creek #3

Witnesseth:

224- 9453

I. Location and Description

The cruise volume of the marked or designated timber is estimated at 100 cords from approximately 6 acres designated on-the-ground by the seller (see Exhibit A) prior to cutting and located in:

Township 10 N Range 76 W Section 16 County LARIMER State CO

The timber has been designated for sale on the basis of DESIGNATED tree marking. All DESIGNATED trees are to be cut and paid for as outlined in Section III. The _____ trees are not to be cut and remain the property of the seller. The marking will consist of: PATCH CUTS WITH BOUNDARY TREES MARKED WITH FLAGGING.

Sale boundaries are marked in the following manner: SOUTH LINE IS FENCE, EAST BOUNDARY
IS BLUE FLAGGING.

II. Contract

It is agreed upon between the seller and the purchaser that this contract begins AUGUST 9, 1988 and terminates on OCTOBER 30, 1993. (Merchantable material, cut and left in the woods; and/or designated trees left uncut shall be paid for as specified in Section III. Any timber and/or other products left in the woods after the termination date will revert to the landowner. Undesignated trees which are cut and/or removed without the consent of the seller constitutes an illegal trespass).

III. Payment

The purchaser agrees to pay the seller for the timber defined as follows:

SPECIES & PRODUCT	ESTIMATED QUANTITY & UNIT	MINIMUM SPECIFICATIONS					PAYMENT RATE PER UNIT OF MEASURE
		TREES		PIECE REQUIRED TO BE REMOVED			
		DBH (INCHES)	NO. OF MIN. PIECES	LENGTH (FEET)	DIB (INCHES)	PERCENT SOUND	
LAD- Roundwood	100 cords	5.0	1	16	4.0	50	\$10 PER CORD

Payment is to be made prior to entry of each block, per Exhibit B. The scaling and measurement shall be handled and recorded as follows:

The title for the timber and other products remain in the seller's name until paid for by the purchaser.

IV. Performance Bond

The purchaser shall furnish a performance bond in the amount of 100 or cash in lieu thereof to be deposited in escrow at _____. [Upon satisfactory completion of all contract requirements, in performance bond or cash + interest will be returned to the purchaser. Upon unsatisfactory completion of the contract requirements the performance bond or cash + interest will be turned over to the seller. (Forfeiture of bond by the contractor may limit eligibility on future contracts.)]

V. Other Provisions [See Reserve Side for Continuation of Provisions]

- (1) ALL SLASH WILL BE PILED.
- (2) NO HUNTING / FISHING ON SECTION 16.
- (3) PRIOR TO START OF WORK - PURCHASER WILL FURNISH TO SELLER A PERFORMANCE BOND - \$100 + \$15 FILING FEE.

APPROVAL AND EXECUTION

I/we agree to the terms, duties and conditions stated on both the front and back sides of this page and upon approval will comply therewith.

Richard Crabtree 8-9-93 William Shendi 8/9/93
Contractor Date Landowner Date
for Woodhead Mgt. Consultants

OTHER PROVISIONS CONTINUED:

The PURCHASER agrees to cut and remove said timber in strict accordance with the following conditions:

- a. Stumps will not exceed 6 inches in height on the uphill side.
- b. PURCHASER will use existing roads, and they shall be kept free of logs, brush and debris resulting from the PURCHASER's operations. Any road used by the PURCHASER in connection with this sale that is damaged or injured beyond ordinary wear and tear through such use shall be restored by him to its original condition. All roads will be given proper closing maintenance before they are accepted as completed for closure.
- c. New roads for the sale will be designated on the ground by _____

Purchaser agrees to cut all merchantable trees (as defined in Section III) in road right-of-way, dispose of stumps by _____
and to lop and scatter all slash from cut trees within the clearing limits, outside of the road right-of-way.

- d. Procurement of rights-of-way affecting timber or lands outside the sale area shall be handled by the PURCHASER.
- e. PURCHASER shall protect property such as fields, fences, telephone, light, and power lines, building, ditches, bridges, etc., against unnecessary damage, and shall repair damage caused by him by restoring them immediately to the condition found prior to damage.
- f. As far as practical, all logging and hauling operations shall be in an orderly and progressive manner, exercising all possible protection to young growth and shall give due consideration to disturbances which will affect soil movement or impair and aggravate water movement.
- g. Slash disposal is the responsibility of the PURCHASER. All slash is to be lopped and scattered not to exceed a depth of 18" above the ground level with limbs not to exceed 8 feet in length. All slash created by spur road or skid trail or landing construction shall either be piled or shall be uniformly scattered off of the construction site. Slash is to be disposed of as the sale progresses. The PURCHASER agrees to comply with all local fire laws.
- h. No witness trees shall be cut in this timber sale.
- i. In the event of fire killed trees or insect infested trees, the Seller agrees to sell, and Buyer agrees to buy, the wood that is salvageable and merchantable at a stumpage value as negotiated between the seller and the buyer at the signing of the contract at the time the salvageable wood is processed on the sale area or removed from the sale area in tree length form.
- j. All trash & refuse generated by PURCHASER during his operation will be removed prior to contract termination.

VI. General Description

- a. This agreement, or any interest therein, may not be assigned by the PURCHASER without prior consent to the SELLER.
- b. This agreement shall be binding upon the heirs, administrators, executors, successors, or assigns of both parties.
- c. PURCHASER agrees to indemnify and hold harmless the SELLER from any and all damages, claims, or demands upon the part of third parties on account of any action by PURCHASER, his agents, servants, or employees, under this agreement, and furthermore, to respect and protect all right-of-way, easements, and servitudes belonging to any other party or parties, and enjoin not injure, damage, or waste the same in any way whatsoever, and does hereby indemnify and hold harmless the SELLER therefrom.
- d. In the event of dispute we agree to accept the decision of an arbitration board of three members; one to be selected by the SELLER, one by the PURCHASER, and the third to be selected by the first two.

The arbiters must reach an agreement within 30 days.

- e. Purchaser agrees that all necessary licenses, permits, liability and workmen's compensation insurance will be his responsibility to insure compliance with all government laws, rules, and regulations.

CSFS ACCOUNTING REQUEST

CSFS #813
Revised 7/92DATE: August 10, 1993

TO: State Office Accounting

FROM: Ray McHaffey
(signature of CSFS employee initiating request)

Please initiate the following transaction. Copies of all appropriate supporting documents are attached.

THIS IS A REQUEST FOR (CHECK ONE):

☐ JOURNAL ENTRY/ACCOUNT TRANSFER:

Transfer \$ _____

Reason for transfer: _____

Document type/#: _____ FY _____

Vendor/employee name: _____

Debit funding _____ - _____ Credit funding(_____ - _____)
(Account-Subcode) (Account-Subcode)Signature _____ Signature _____
(Account Manager) (Account Manager)☒ CUSTOMER PAYMENT REFUND:

Send refund in amount of \$ 320.⁰⁰ to
customer listed below.

Received on CSFS Invoice # 30284 FY 92/93Name: Dwight Clark LoggingAddress: 5531 W. Cty Rd. 20
Loveland, CO 80537Reason for refund: Sale Completed.

To:

Invoice No.

30301

DWIGHT C CLARK - LOGGING

5531 W CTY RD 20

LOVELAND CO 80537

Colorado
State
 FOREST
 SERVICE

Date: AUGUST 11, 1993

Item	Unit Cost	Total
1 PASS CREEK STATE LAND SALE #2 S16, T10N, R76W STUMPAGE		2961.25
2		
3 BYRE		
4 DIRECT COSTS 4.5 HOURS @ \$22/HOUR = 99.00		
5 GHERARDI'S INVOICE OF 8/2/93 740.31		
6 839.31		
7 NET TO SLB 2121.94		
8		
9		
Tax Exempt No. _____	Sales Tax	2961.25

Kathy R. Porter
 CSFS Originator

Payment Due By THANK YOU

Remit to:

Total		2961.25
CK-CA-MO Amount Paid:		2961.25
Amount Due		2961.25
Ck# 9073	Dated	8/1/93
Rcv'd By KRP	F.Y.	93/94
Funding		Amount
1-92550	0641	839.31
1-93210	0641	2121.94

Deposit No.

Date

White-Customer copy; Yellow-State Office copy; Pink-Project copy

Valerie Heady/Mehaffey(Ft Collins)

CSFS 5060

INDIVIDUAL NAME

Valerie Heady

COMPLETE PHONE NUMBER

(303) 491-6303

DATE OF ORDER

DELIVERY REQUIRED BY

8/18/93

CENTRAL RECEIVING DELIVER TO:

BLDG:

ROOM:



**Colorado
State
University**

INVOICE TO:
COLORADO STATE UNIVERSITY
ACCOUNTS PAYABLE
FORT COLLINS, CO 80523

**DPO NUMBER MUST BE SHOWN
ON ALL INVOICES.**

DPO

323940

SHOW THIS NUMBER ON ALL PACK-
AGES, CASES, INVOICES, DELIVERY
SLIPS, PACKING SLIPS, ETC.

COLORADO STATE UNIVERSITY
TAX EXEMPT NUMBER IS
98-02381

**NOT VALID FOR MATERIAL PURCHASES OVER \$350.00
OR SERVICE PURCHASES OVER \$1,000.00
SEE REVERSE SIDE OF THIS FORM FOR TERMS AND CONDITIONS**

VENDOR

Dwight Clakk Logging
5531 W Cty Rd 20
Loveland, CO 80537

SHIP
TO

COLORADO STATE UNIVERSITY
REFERENCE DPO 323940
CENTRAL RECEIVING
FORT COLLINS, CO. 80523

OF

AUG 20 1993

DISTRIBUTION ACCOUNT	SUBCODE	INVOICE NUMBER	INVOICE DATE	QTY	UNIT	DESCRIPTION	UNIT PRICE	EXTENSION	IRS	FOR ACCOUNTS PAYABLE USE ONLY
196060	0604					REFUND of Performance Bond paid on CSFS Invoice #30284. Deposit #21344, of 6/25/93. Detail in CSFS State Office, 203 Forestry.		320.00		
							TOTAL	320.00		

INTERNAL SIGNATURES

DATE _____

Valerie Heady 8/18/93 x16303

EXPENDITURE AND PURCHASE APPROVED BY

DATE _____

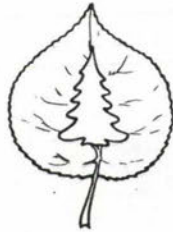
18 Aug 93

AUTHORIZED SIGNATURE

REV.3/92

CENTRAL RECEIVING

046356



**Woodland
Management Consultants**

No.

P.O. Box 10
Fort Collins, Colorado 80522
303-221-1336

DATE August 2, 1993

TO

Ray Mehaffey

Colorado State Forest Service

ADDRESS

Foothills Campus

Colorado State University

CITY

Ft. Collins

STATE

CO

ZIP

80523

QTY.	DESCRIPTION	UNIT PRICE	AMOUNT
	Forest Management Services per		
	Purchase Order # P504376		740 31
PLEASE PAY FROM THIS INVOICE		SUB TOTAL	
		TAX	
		TOTAL	740 31

TIMBER SALE CONTRACT

Agreement entered into this 1st day of June, 1993 between Woodland Mgt. Consultants,
PO Box 10, of Ft. Collins, CO 80522
(Address) (Post Office) (State)
 hereinafter is called the seller, and Dwight Clark Logging, of 5531 W. Cty. Rd. 20,
Loveland, CO 80537, hereinafter called the purchaser.
(Name of Purchaser) (Address) (Post Office) (State)

Witnesseth:

The seller being the legal owner, or the lawful authorized agent, agrees to sell; and, the purchaser agrees to buy the following described timber upon the terms and conditions hereinafter stated.

I. Location and Description

The cruise volume of the marked or designated timber is estimated at 60mbf & 110 cords from approximately 11.2 acres designated on-the-ground by the seller (see Exhibit A) prior to cutting and located in:

Township 10 North Range 70 West Section SE 1/4 16 County Larimer State Colorado

The timber has been designated for sale on the basis of cut tree tree marking. All designated trees are to be cut and paid for as outlined in Section III. The undesigned trees are not to be cut and remain the property of the seller. The marking will consist of: Patch cuts are marked in orange; road centerlines are flagged with pink ribbon.

Sale boundaries are marked in the following manner: South section line is fenced, east property line is blue flag line.

II. Contract

It is agreed upon between the seller and the purchaser that this contract begins June 1, 1993 and terminates on August 30, 1993. (Merchantable material, cut and left in the woods; and/or designated trees left uncut shall be paid for as specified in Section III. Any timber and/or other products left in the woods after the termination date will revert to the landowner. Undesignated trees which are cut and/or removed without the consent of the seller constitutes an illegal trespass).

III. Payment

The purchaser agrees to pay the seller for the timber defined as follows:

SPECIES & PRODUCT	ESTIMATED QUANTITY & UNIT	MINIMUM SPECIFICATIONS					PAYMENT RATE PER UNIT OF MEASURE	
		TREES		PIECE REQUIRED TO BE REMOVED				
		DBH (INCHES)	NO. OF MIN. PIECES	LENGTH (FEET)	DIB (INCHES)	PERCENT SOUND		
Lodgepole-sawlogs	60 mbf	8.0	1	16	5	50	\$35 per mbf	2100
Lodgepole-roundwood	110 cds.	5.0	1	16	4	50	\$10 per cord	1100

Payment is to be made prior to entry of each block, per Exhibit B. The scaling and measurement shall be handled and recorded as follows: Purchaser load tickets on a monthly basis.

The title for the timber and other products remain in the seller's name until paid for by the purchaser.

IV. Performance Bond

The purchaser shall furnish a performance bond in the amount of \$320 or cash in lieu thereof to be deposited in escrow at CSFS-Foothills Campus [Upon satisfactory completion of all contract requirements, in performance bond or cash + interest will be returned to the purchaser. Upon unsatisfactory completion of the contract requirements the performance bond or cash + interest will be turned over to the seller. (Forfeiture of bond by the contractor may limit eligibility on future contracts.)]

V. Other Provisions [See Reserve Side for Continuation of Provisions]

1. Slash in patch cuts and landings will be piled and burned by Purchaser.
2. All hunting and fishing is prohibited on the entire section 16.

APPROVAL AND EXECUTION

I(we) agree to the terms, duties and conditions stated on both the front and back sides of this page and upon approval will comply therewith.

Dwight Clark 5-29-93 William Sherardi 5/29/93
Contractor Date Landowner Date
for Woodland Mgt. Consultants

OTHER PROVISIONS CONTINUED:

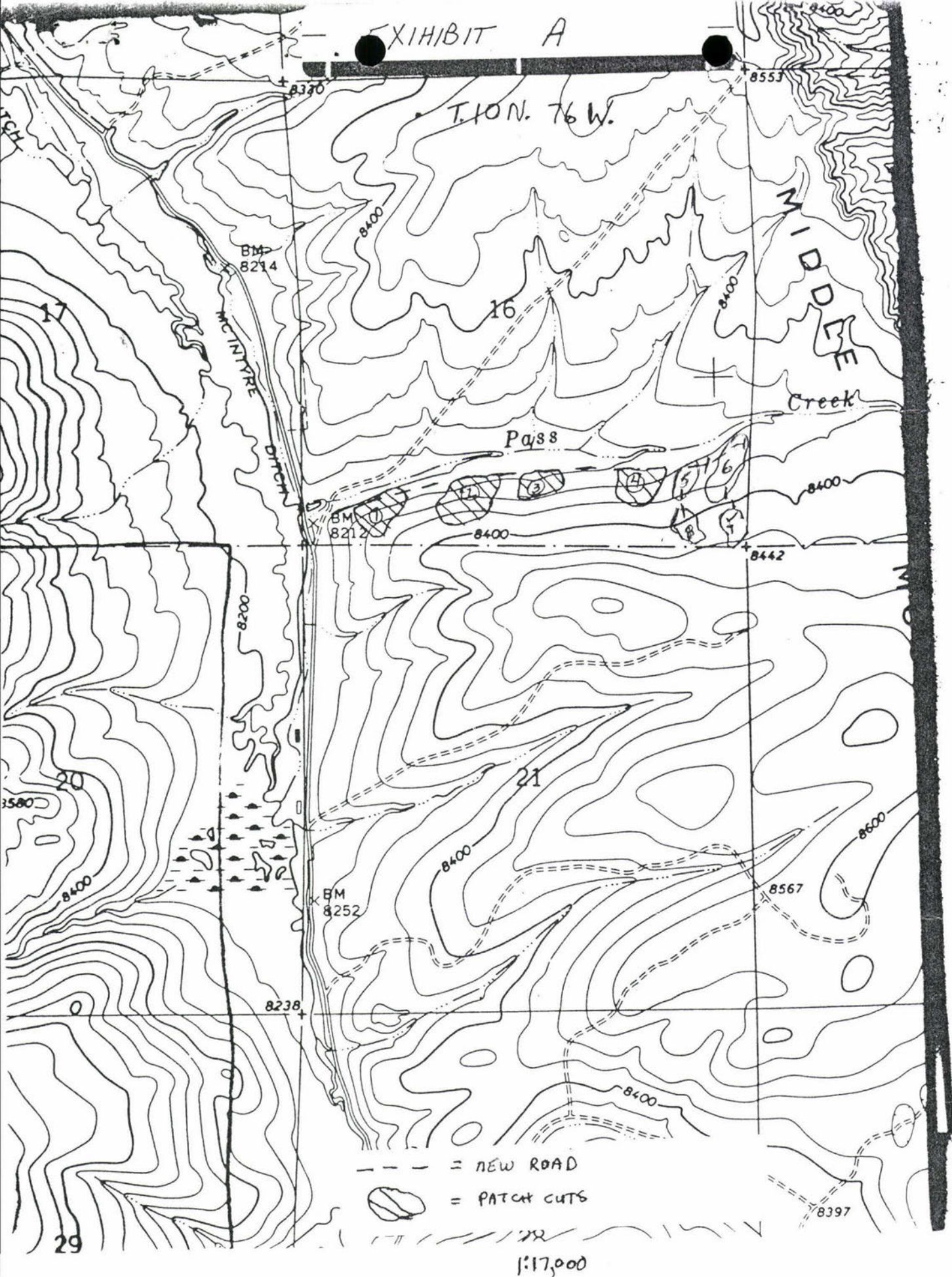
The PURCHASER agrees to cut and remove said timber in strict accordance with the following conditions:

- a. Stumps will not exceed 6 inches in height on the uphill side.
- b. PURCHASER will use existing roads, and they shall be kept free of logs, brush and debris resulting from the PURCHASER's operations. Any road used by the PURCHASER in connection with this sale that is damaged or injured beyond ordinary wear and tear through such use shall be restored by him to its original condition. All roads will be given proper closing maintenance before they are accepted as completed for closure.
- c. New roads for the sale will be designated on the ground by CENTERLINE WILL BE FLAGGED, 20'
ROW.
Purchaser agrees to cut all merchantable trees (as defined in Section III) in road right-of-way, dispose of stumps by PILING ON
BURNING.
and to lop and scatter all slash from cut trees within the clearing limits, outside of the road right-of-way.
- d. Procurement of rights-of-way affecting timber or lands outside the sale area shall be handled by the PURCHASER.
- e. PURCHASER shall protect property such as fields, fences, telephone, light, and power lines, building, ditches, bridges, etc., against unnecessary damage, and shall repair damage caused by him by restoring them immediately to the condition found prior to damage.
- f. As far as practical, all logging and hauling operations shall be in an orderly and progressive manner, exercising all possible protection to young growth and shall give due consideration to disturbances which will affect soil movement or impair and aggravate water movement.
- g. Slash disposal is the responsibility of the PURCHASER. All slash is to be lopped and scattered not to exceed a depth of 18" above the ground level with limbs not to exceed 8 feet in length. All slash created by spur road or skid trail or landing construction shall either be piled or shall be uniformly scattered off of the construction site. Slash is to be disposed of as the sale progresses. The PURCHASER agrees to comply with all local fire laws.
- h. No witness trees shall be cut in this timber sale.
- i. In the event of fire killed trees or insect infested trees, the Seller agrees to sell, and Buyer agrees to buy, the wood that is salvageable and merchantable at a stumpage value as negotiated between the seller and the buyer at the signing of the contract at the time the salvageable wood is processed on the sale area or removed from the sale area in tree length form.
- j. All trash & refuse generated by PURCHASER during his operation will be removed prior to contract termination.

VI. General Description

- a. This agreement, or any interest therein, may not be assigned by the PURCHASER without prior consent to the SELLER.
- b. This agreement shall be binding upon the heirs, administrators, executors, successors, or assigns of both parties.
- c. PURCHASER agrees to indemnify and hold harmless the SELLER from any and all damages, claims, or demands upon the part of third parties on account of any action by PURCHASER, his agents, servants, or employees, under this agreement, and furthermore, to respect and protect all right-of-way, easements, and servitudes belonging to any other party or parties, and enjoin not injure, damage, or waste the same in any way whatsoever, and does hereby indemnify and hold harmless the SELLER therefrom.
- d. In the event of dispute we agree to accept the decision of an arbitration board of three members; one to be selected by the SELLER, one by the PURCHASER, and the third to be selected by the first two.
The arbiters must reach an agreement within 30 days.
- e. Purchaser agrees that all necessary licenses, permits, liability and workmen's compensation insurance will be his responsibility to insure compliance with all government laws, rules, and regulations.

EXHIBIT A





Woodland Management Consultants
P.O. Box 10
Fort Collins, Colorado 80522
(303) 221-1336

June 2, 1993

Ray Mehaffey
Colorado State Forest Service
Foothills Campus
Ft. Collins, CO 80523

Dear Ray,

Enclosed please find your copy of the Timber Sale Contract and map for a small sale on Section 16. Also enclosed is a check from Dwight for the performance bond and filing fee for this sale.

If you have any questions give me a call.

Sincerely,

William Gherardi
Forester, Woodland Management Consultants

Enclosures

JUN 4 1993
FT. COLLINS DISTRICT

DF	_____
ADF	_____
PLR	_____
SEC	_____
DCD	_____
TSI	_____

To:

Invoice No. 28152BIG HORN LUMBER1100 S PINE STREETPO BOX 479LARAMIE WY 82070

Colorado
State
 FOREST
 SERVICE

Date: NOVEMBER 4, 1992

Item	Unit Cost	Total
LA GARDE CREEK ST LAND S36, T11N, R77W, LARIMER COUNTY		
¹ PERFORMANCE BOND		5340.00
² 1ST STUMPAGE PAYMENT		8006.25
³		
⁴ DIRECT COSTS: 4 HOURS @ \$20/HR	\$80.00	
⁵ GHERARDI INV. OF 11/2/92	2001.56	
⁶	2081.56	
⁷ NET TO SLB	5924.69	
⁸		
⁹		
Tax Exempt No. _____	Sales Tax	

CSFS Originator

Payment Due By THANK YOU

Remit to:

Total	13346.25
CK-CA-MO Amount Paid:	13346.25
Amount Due	0
Ck# 24077 & 24333	Dated 9/25 & 10/28/92
Rcv'd By KRP VIA WG	F.Y. 92/93
Funding	Amount
1-96060	0604 5340.00
1-92550	0641 2081.56
1-93210	0641 5924.69

11/4

Deposit No.

Date

JAN 15 1993

Roy - you should have this
"original copy," the last
bill of \$2000+ will be
charged against this.

This is only good through
June 30. We will have
to redo it for next FY.

Hopefully this will eliminate
future payment problems.

1/18/93



01/11/93

P503581

PURCHASING DEPARTMENT

FORT COLLINS, CO 80523
PHONE (303) 491-5105 FAX (303) 491-5523

START 02/11/92 END 06/30/93

PURCHASE ORDER

TERMS

N

F.O.B.

NOT APPLICABLE

QUOTE NO./QUOTE DATE

EXPECTED DELIVERY DATE

PURCHASING CONTACT

JOHN C. TYLER

PHONE

(303) 491-5107

REQUEST NO.

Q244475

DEPARTMENT/INTERNAL NO.

5060

VENDOR I.D. NO.

V0000170050

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WOODLAND MGMT CONSULTANTS
P O BOX 10
FORT COLLINS CO 80524

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Tom Ostermann

ACCOUNT NUMBER	PERCENT	AMOUNT	ACCOUNT NUMBER	PERCENT	AMOUNT

NO.	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	EXTENSION
001	1.00	LOT	<p>SERVICE AGREEMENT</p> <p>DEVELOP AND IMPLEMENT MANAGEMENT PLANS ON: S36, T11N, R77W S16, T10N, R76W</p> <p>PER AGREEMENT DATED 2/11/92 (ATTACHED)</p> <p>PERIOD: FEB. 11, 1992 TO JUNE 30, 1993</p> <p>FINANCIAL OBLIGATIONS OF THE STATE OF COLORADO PAYABLE AFTER THE CURRENT FISCAL YEAR ARE CONTINGENT UPON FUNDS FOR THAT PURPOSE BEING APPROPRIATED, BUDGETED AND OTHERWISE MADE AVAILABLE.</p> <p>BS 1-92550-4550</p>	18,000.0000	18,000.00

WHEN YOU RECEIVE THE ABOVE ITEM(S)
COMPLETE SIGN, DATE & RETURN THIS
COPY W/COPY OF PACKING SLIP TO S.O.

SIGNED _____

DATE REC'D _____

TOTAL

\$

18,000.00

PAYMENTS

CP#	DIS CODE	INVOICE NUMBER	INVOICE DATE	PAY AMOUNT

PAYMENTS

CP#	DIS CODE	INVOICE NUMBER	INVOICE DATE	PAY AMOUNT	APPROVED FOR PAYMENT
					\$
					DATE
					INITIALS

DEPARTMENT

cc: FYI Ray McHaffey 1/13/93

TIMBER SALE CONTRACT

Agreement entered into this 28 th day of October, 1992 between Woodland Management Consultants
PO Box 10 of Fort Collins Colorado 80522
 hereinafter is called the seller, and Bighorn Lumber Co., Inc. of 1100 South Pine Street
Laramie Wyoming 82070, hereinafter called the purchaser.

Witnesseth:

The seller being the legal owner, or the lawful authorized agent, agrees to sell; and, the purchaser agrees to buy the following described timber upon the terms and conditions hereinafter stated:

I. Location and Description

The cruise volume of the marked or designated timber is estimated at 1030 mbf & 375 cords from approximately 67 acres designated on-the-ground by the seller (see Exhibit A) prior to cutting and located in:

Township 11 North Range 77 West Section 36 County Larimer State Colorado

The timber has been designated for sale on the basis of boundary tree marking. All patch cut trees are to be cut and paid for as outlined in Section III. The unmarked trees are not to be cut and remain the property of the seller. The marking will consist of: Vertical blue stripes on boundary trees, with the stripe facing into the unit.

Sale boundaries are marked in the following manner: North & West section lines have blue paint on Boundary trees.

II. Contract

It is agreed upon between the seller and the purchaser that this contract begins May 15, 1993 and terminates on October 30, 1994 (Merchantable material, cut and left in the woods; and/or designated trees left uncut shall be paid for as specified in Section III. Any timber and/or other products left in the woods after the termination date will revert to the landowner. Undesignated trees which are cut and/or removed without the consent of the seller constitutes an illegal trespass).

III. Payment

The purchaser agrees to pay the seller for the timber defined as follows:

SPECIES & PRODUCT	ESTIMATED QUANTITY & UNIT	MINIMUM SPECIFICATIONS					PAYMENT RATE PER UNIT OF MEASURE
		TREES		PIECE REQUIRED TO BE REMOVED			
		DBH (INCHES)	NO. OF MIN. PIECES	LENGTH (FEET)	DIB (INCHES)	PERCENT SOUND	
Lodgepole-sawtimber	1030 mbf	7.0	1	16	5	50	\$50.00/mbf
Lodgepole-roundwood	375 cords	5.0	1	16	4	50	\$ 5.00/cord

Payment is to be made prior to entry on each block, per Exhibit B. The scaling and measurement shall be handled and recorded as follows: volumes will be derived from Purchaser's scale tickets on a monthly basis.

The title for the timber and other products remain in the seller's name until paid for by the purchaser.

IV. Performance Bond

The purchaser shall furnish a performance bond in the amount of \$5340.00 or cash in lieu thereof to be deposited in escrow at CSES, Fort Collins, Colorado [Upon satisfactory completion of all contract requirements, in performance bond or cash + interest will be returned to the purchaser. Upon unsatisfactory completion of the contract requirements the performance bond or cash + interest will be turned over to the seller. (Forfeiture of bond by the contractor may limit eligibility on future contracts.)]

V. Other Provisions [See Reserve Side for Continuation of Provisions]

- The west section line will be cleared to a width of 16 feet, with resulting slash piled in bays.
- No hunting or fishing on Section 36 or adjacent private land.
- Purchaser agrees to pay a \$10 per load, road use fee to UT Corporation.

APPROVAL AND EXECUTION

I (we) agree to the terms, duties and conditions stated on both the front and back sides of this page and upon approval will comply therewith.

Bighorn Lumber Co 10-13-92 Woodland Management Consultants 11/5/92
 Contractor Date Landowner Date
Alan D. Alexander Walter Shandi

OTHER PROVISIONS CONTINUED:

The PURCHASER agrees to cut and remove said timber in strict accordance with the following conditions:

- a. Stumps will not exceed 6 inches in height on the uphill side.
- b. PURCHASER will use existing roads, and they shall be kept free of logs, brush and debris resulting from the PURCHASER's operations. Any road used by the PURCHASER in connection with this sale that is damaged or injured beyond ordinary wear and tear through such use shall be restored by him to its original condition. All roads will be given proper closing maintenance before they are accepted as completed for closure.
- c. New roads for the sale will be designated on the ground by orange flags on centerline.
Clearing limits are 10 feet on either side of centerline.
Purchaser agrees to cut all merchantable trees (as defined in Section III) in road right-of-way, dispose of stumps by piling in slash bays.
and to lop and scatter all slash from cut trees within the clearing limits, outside of the road right-of-way.
- d. Procurement of rights-of-way affecting timber or lands outside the sale area shall be handled by the PURCHASER.
- e. PURCHASER shall protect property such as fields, fences, telephone, light, and power lines, building, ditches, bridges, etc., against unnecessary damage, and shall repair damage caused by him by restoring them immediately to the condition found prior to damage.
- f. As far as practical, all logging and hauling operations shall be in an orderly and progressive manner, exercising all possible protection to young growth and shall give due consideration to disturbances which will affect soil movement or impair and aggravate water movement.
- g. Slash disposal is the responsibility of the PURCHASER. ~~All slash is to be lopped and scattered not to exceed a depth of 18" above the ground level and not to exceed 8 feet in width.~~ All slash created by spur road or skid trail or landing construction shall either be piled or shall be uniformly scattered off of the construction site. Slash is to be disposed of as the sale progresses. The PURCHASER agrees to comply with all local fire laws. All slash will be piled within the units. Slash piles will be burned only with snow cover.
- h. No witness trees shall be cut in this timber sale.
- i. In the event of fire killed trees or insect infested trees, the Seller agrees to sell, and Buyer agrees to buy, the wood that is salvageable and merchantable at a stumpage value as negotiated between the seller and the buyer at the signing of the contract at the time the salvageable wood is processed on the sale area or removed from the sale area in tree length form.
- j. All trash & refuse generated by PURCHASER during his operation will be removed prior to contract termination.

VI. General Description

- a. This agreement, or any interest therein, may not be assigned by the PURCHASER without prior consent to the SELLER.
- b. This agreement shall be binding upon the heirs, administrators, executors, successors, or assigns of both parties.
- c. PURCHASER agrees to indemnify and hold harmless the SELLER from any and all damages, claims, or demands upon the part of third parties on account of any action by PURCHASER, his agents, servants, or employees, under this agreement, and furthermore, to respect and protect all right-of-way, easements, and servitudes belonging to any other party or parties, and enjoin not injure, damage, or waste the same in any way whatsoever, and does hereby indemnify and hold harmless the SELLER therefrom.
- d. In the event of dispute we agree to accept the decision of an arbitration board of three members; one to be selected by the SELLER, one by the PURCHASER, and the third to be selected by the first two.

The arbiters must reach an agreement within 30 days.

- e. Purchaser agrees that all necessary licenses, permits, liability and workmen's compensation insurance will be his responsibility to insure compliance with all government laws, rules, and regulations.

LEGEND

ISTING 4WD
ROAD

NEW ROAD

MEADOW

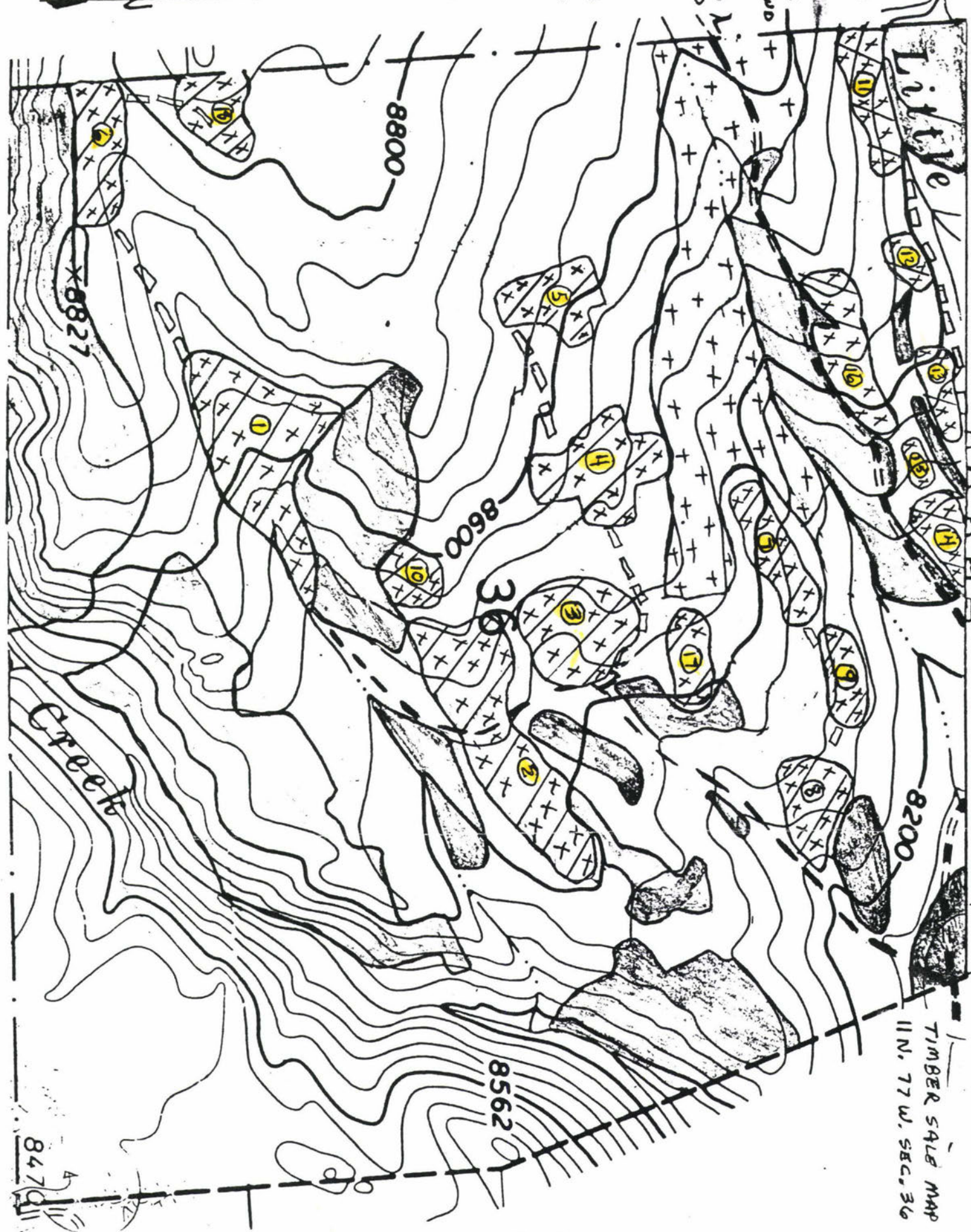
ARCH CUT

BURN



Little

TIMBER SALE MAP
11 N. 77 W. SEC. 36



MSR 1:8000

EXHIBIT B

PAYMENT SCHEDULE

Item	Amount	Date Due
Bid Guarantee	\$500.00 <i>pd 9/28/92</i>	September 28, 1992
Performance Bond	10% of sale value = 5340 <i>pd 10/28/92</i>	October 28, 1992
Stumpage Payments #1	15% of bid price = <i>pd 10/28/92</i> 7506.25	October 28, 1992
#2	Bid price x 25% 13343.75	20% of volume harvested
#3	Bid price x 25% 13343.75	40% of volume harvested
#4	Bid price x 35% 18,681.25	75% of volume harvested
<i>Σ 53375.00</i>		

Pass Creek

Completed

1992

Ray -

OCT 6 1992

- ✓ 15% - via mon. express.

- ✓ pay out of 192550

- ✓ submit supplemental budget

for spending authority -

anticipate source for F-1

how much?

Cost: expense

left message
Ray will look
into it

Tom

I'm not sure when
I'm. then they
we received them as
are for same as his
sent you earlier per
letter of 9/12/92. Ray

FOR INFORMATION CONTACT	
Janell Ray	
ORDERING DEPARTMENT	
CSFS	
INDIVIDUAL NAME <i>RAY MEHAFAY</i> T. Ostermann	COMPLETE PHONE NUMBER (303) 491-6303
DATE OF ORDER 10/07/92	DELIVERY REQUIRED BY
CENTRAL RECEIVING DELIVER TO:	
BLDG:	ROOM:



Colorado State
University

DEPARTMENTAL PURCHASE ORDER

INVOICE TO:
COLORADO STATE UNIVERSITY
ACCOUNTS PAYABLE
FORT COLLINS, CO 80523

DPO NUMBER MUST BE SHOWN
ON ALL INVOICES.

DPO 453866

SHOW THIS NUMBER ON ALL PACK-
AGES, CASES, INVOICES, DELIVERY
SLIPS, PACKING SLIPS, ETC.

COLORADO STATE UNIVERSITY
TAX EXEMPT NUMBER IS
98-02381

**NOT VALID FOR MATERIAL PURCHASES OVER \$350.00
OR SERVICE PURCHASES OVER \$1,000.00**
SEE REVERSE SIDE OF THIS FORM FOR TERMS AND CONDITIONS

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Woodland Management Consultants
PO Box 10
Fort Collins, CO 80522

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O** COLORADO STATE UNIVERSITY
REFERENCE **DPO 453866**
CENTRAL RECEIVING
FORT COLLINS, CO. 80523

OR

DISTRIBUTION ACCOUNT	SUBCODE	INVOICE NUMBER	INVOICE DATE	QTY	UNIT	DESCRIPTION	UNIT PRICE	EXTENSION	IRS	FOR ACCOUNTS PAYABLE USE ONLY
192550 1-92250	4550		091592			Services per attached		570.00		
							TOTAL	570.00		

INTERNAL SIGNATURES	
	DATE

EXPENDITURE AND PURCHASE APPROVED BY	
DATE <u>10.9.92</u>	
<i>Janell Ray</i> AUTHORIZED SIGNATURE	

TERMS, CONDITIONS AND INSTRUCTIONS

DEPARTMENTAL PURCHASE ORDER

1. TO INSURE PROMPT PAYMENT, MAIL INVOICES FOR THE COMPLETE SHIPMENT OF THE ORDER. COLORADO STATE UNIVERSITY DOES NOT MAKE PARTIAL PAYMENTS ON THE "DEPARTMENTAL PURCHASE ORDER". INVOICES NOT MAILED AS DIRECTED WILL DELAY PAYMENT. MAIL INVOICES TO: COLORADO STATE UNIVERSITY, ACCOUNTS PAYABLE, FORT COLLINS, CO 80523. ALL INVOICES MUST INCLUDE THE DPO NUMBER. INVOICES WITHOUT DPO NUMBER WILL BE RETURNED TO VENDOR UNPAID.
2. THE "EXPENDITURE AND PURCHASE APPROVED BY" BLOCK CONTAINS THE SIGNATURE OF AN AUTHORIZED COLORADO STATE UNIVERSITY OFFICIAL.
3. NOT VALID FOR MATERIAL PURCHASES THAT EXCEED \$350.00.
4. NOT VALID FOR THE PURCHASE OF SERVICES THAT EXCEED \$1,000.00. SERVICES IN THIS CASE ARE CONSIDERED INTANGIBLE.
5. WHEN MATERIALS AND SERVICES ARE COMBINED THE MATERIALS MUST NOT EXCEED \$350.00. THE TOTAL ORDER SHALL NOT EXCEED \$1,000. PLEASE NOTE THAT ALL PURCHASES IN THIS CATEGORY ARE EITHER ADDITIONS, MODIFICATIONS OR REPAIRS TO EXISTING COLORADO STATE UNIVERSITY OWNED EQUIPMENT OR PROPERTY. THE PURCHASE OF MATERIALS PLUS SERVICES TO FABRICATE AN ITEM CAN BE PURCHASED WHEN THE TOTAL OF THE ORDER DOES NOT EXCEED \$350.00. STANDARD PURCHASING DEPARTMENT PROCEDURES APPLY TO ALL OVER \$350.00. THE \$350.00 LIMIT WOULD ALSO APPLY TO THE FABRICATION OF AN ITEM WHERE COLORADO STATE UNIVERSITY SUPPLIES THE MATERIAL AND ONLY SERVICE IS PURCHASED.
6. A PACKING LIST MUST ACCOMPANY EACH SHIPMENT.
7. SHIPMENTS SHOULD BE FOB DESTINATION. NO C.O.D. SHIPMENTS WILL BE ACCEPTED.
8. AS A STATE OF COLORADO AGENCY, BY STATUTE COLORADO STATE UNIVERSITY IS EXEMPT FROM STATE AND LOCAL TAXES. OUR EXEMPTION NUMBER IS 98-02381. FEDERAL EXCISE TAX EXEMPTION CERTIFICATE OF REGISTRY #84-730123K IS REGISTERED WITH THE COLLECTOR OF INTERNAL REVENUE, DENVER, CO.
9. ADDITIONAL CHARGES FOR PACKING WILL NOT BE ACCEPTED.
10. CASH DISCOUNT PERIOD WILL BEGIN FROM THE DATE OF RECEIPT OF THE MATERIAL OR RECEIPT OF THE INVOICE, WHICHEVER IS LATER.
11. IF FREIGHT IS PREPAID AND CHARGED, THE ORIGINAL FREIGHT BILL MUST ACCOMPANY THE INVOICE.
12. INDEPENDENT CONTRACTOR - IF YOU ARE AN INDEPENDENT CONTRACTOR TO COLORADO STATE UNIVERSITY, AND YOU, YOUR FIRM AND/OR YOUR EMPLOYEES ARE NOT EMPLOYEES OF COLORADO STATE UNIVERSITY.
13. THAT TO THE EXTENT AUTHORIZED BY LAW, THE CONTRACTOR SHALL INDEMNIFY, SAVE AND HOLD HARMLESS THE STATE, ITS EMPLOYEES AND AGENTS, AGAINST ANY AND ALL CLAIMS, DAMAGES, LIABILITY AND COURT AWARDS INCLUDING COSTS, EXPENSES, AND ATTORNEY FEES INCURRED AS A RESULT OF ANY ACT OR OMISSION BY THE CONTRACTOR, OR ITS EMPLOYEES AGENTS, SUBCONTRACTORS, OR ASSIGNEES PURSUANT TO THE TERMS OF THIS CONTRACT.
14. INSURANCE FOR INDEPENDENT CONTRACTOR AND SERVICE CONTRACTOR. THE CONTRACTOR SHALL PROCURE, AT HIS OWN EXPENSE, AND MAINTAIN FOR DURATION OF THE WORK UNDER THIS CONTRACT, THE FOLLOWING INSURANCE COVERAGE:
 - A) STANDARD WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE, INCLUDING OCCUPATION DISEASE, COVERING ALL EMPLOYEES ENGAGED IN PERFORMANCE OF THE WORK UNDER THIS CONTRACT, AS REQUIRED BY COLORADO STATUTE.
 - B) COMPREHENSIVE GENERAL PUBLIC LIABILITY COVERING THE SERVICES PROVIDED UNDER THIS CONTRACT IN AMOUNTS OF NOT LESS THAN \$500,000 FOR ANY ONE PERSON AND \$500,000 FOR ANY ONE OCCURRENCE WITH AN ANNUAL AGGREGATE OF NOT LESS THAN \$500,000, AND EXCESS LIABILITY OF NOT LESS THAN \$1,000,000.
 - C) COMPREHENSIVE AUTO LIABILITY INSURANCE FOR ALL OWNED AND NON OWNED AUTOS TO BE USED IN PERFORMANCE OF THIS CONTRACT IN AMOUNTS NOT LESS THAN \$500,000 FOR ANY ONE PERSON AND \$500,000 FOR ANY ONE OCCURRENCE, AND EXCESS LIABILITY OF NOT LESS THAN \$1,000,000.THE CONTRACTOR WILL MAKE ARRANGEMENTS WITH HIS INSURER FOR THE STATE OF COLORADO, STATE BOARD OF AGRICULTURE, AND/OR COLORADO STATE UNIVERSITY TO BE ADDITIONALLY NAMED INSURED ON ALL POLICIES FOR LIABILITY INSURANCE.
15. NONE OF THE TERMS OR SPECIFICATIONS STATED IN THIS PURCHASE ORDER MAY BE ADDED TO, MODIFIED, SUPERSEDED OR OTHERWISE ALTERED EXCEPT IN WRITING, SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE PURCHASING DEPARTMENT AND SENT BY THE PURCHASING DEPARTMENT. EACH SHIPMENT RECEIVED BY COLORADO STATE UNIVERSITY FROM VENDOR SHALL BE DEEMED TO BE ONLY UPON THE TERMS CONTAINED IN THIS PURCHASE ORDER - NOTWITHSTANDING ANY TERMS THAT MAY BE CONTAINED IN ANY ACKNOWLEDGEMENT, INVOICE FROM OR OTHER ACT OF VENDOR AND NOTWITHSTANDING PURCHASING DEPARTMENT ACT OF ACCEPTING OR PAYING FOR ANY SHIPMENT OR SIMILAR ACT OF THE PURCHASING DEPARTMENT.

FOR INFORMATION CONTACT	
Janel Ray	
ORDERING DEPARTMENT	
CSFS	
INDIVIDUAL NAME F. NEHAFF / T. Ostermann	COMPLETE PHONE NUMBER () 303-491-6303
DATE OF ORDER 9/25/92	DELIVERY REQUIRED BY
CENTRAL RECEIVING DELIVER TO:	
BLDG:	ROOM:



Colorado
State
University

DEPARTMENTAL PURCHASE ORDER

INVOICE TO:
COLORADO STATE UNIVERSITY
ACCOUNTS PAYABLE
FORT COLLINS, CO 80523

DPO NUMBER MUST BE SHOWN
ON ALL INVOICES.

DPO 453832

SHOW THIS NUMBER ON ALL PACK-
AGES, CASES, INVOICES, DELIVERY
SLIPS, PACKING SLIPS, ETC.

COLORADO STATE UNIVERSITY
TAX EXEMPT NUMBER IS
98-02381

**NOT VALID FOR MATERIAL PURCHASES OVER \$350.00
OR SERVICE PURCHASES OVER \$1,000.00**

SEE REVERSE SIDE OF THIS FORM FOR TERMS AND CONDITIONS

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Woodland
Woodland Management Consultants
PO Box 10
Ft. Collins, CO 80522

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O** COLORADO STATE UNIVERSITY
REFERENCE **DPO 453832**
CENTRAL RECEIVING
FORT COLLINS, CO. 80523

OCT 5 1992

DISTRIBUTION ACCOUNT	SUBCODE	INVOICE NUMBER	INVOICE DATE	QTY	UNIT	DESCRIPTION	UNIT PRICE	EXTENSION	IRS	FOR ACCOUNTS PAYABLE USE ONLY
1-92550	4550		083192			Services per attached		507.12		
TOTAL								507.12		

INTERNAL SIGNATURES

DATE

EXPENDITURE AND PURCHASE APPROVED BY

DATE

9.25.92

Janel Ray
AUTHORIZED SIGNATURE

TERMS, CONDITIONS AND INSTRUCTIONS

DEPARTMENTAL PURCHASE ORDER

1. TO INSURE PROMPT PAYMENT, MAIL INVOICES FOR THE COMPLETE SHIPMENT OF THE ORDER. COLORADO STATE UNIVERSITY DOES NOT MAKE PARTIAL PAYMENTS ON THE "DEPARTMENTAL PURCHASE ORDER". INVOICES NOT MAILED AS DIRECTED WILL DELAY PAYMENT. MAIL INVOICES TO: COLORADO STATE UNIVERSITY, ACCOUNTS PAYABLE, FORT COLLINS, CO 80523. ALL INVOICES MUST INCLUDE THE DPO NUMBER. INVOICES WITHOUT DPO NUMBER WILL BE RETURNED TO VENDOR UNPAID.
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3. NOT VALID FOR MATERIAL PURCHASES THAT EXCEED \$350.00.
4. NOT VALID FOR THE PURCHASE OF SERVICES THAT EXCEED \$1,000.00. SERVICES IN THIS CASE ARE CONSIDERED INTANGIBLE.
5. WHEN MATERIALS AND SERVICES ARE COMBINED THE MATERIALS MUST NOT EXCEED \$350.00. THE TOTAL ORDER SHALL NOT EXCEED \$1,000. PLEASE NOTE THAT ALL PURCHASES IN THIS CATEGORY ARE EITHER ADDITIONS, MODIFICATIONS OR REPAIRS TO EXISTING COLORADO STATE UNIVERSITY OWNED EQUIPMENT OR PROPERTY. THE PURCHASE OF MATERIALS PLUS SERVICES TO FABRICATE AN ITEM CAN BE PURCHASED WHEN THE TOTAL OF THE ORDER DOES NOT EXCEED \$350.00. STANDARD PURCHASING DEPARTMENT PROCEDURES APPLY TO ALL OVER \$350.00. THE \$350.00 LIMIT WOULD ALSO APPLY TO THE FABRICATION OF AN ITEM WHERE COLORADO STATE UNIVERSITY SUPPLIES THE MATERIAL AND ONLY SERVICE IS PURCHASED.
6. A PACKING LIST MUST ACCOMPANY EACH SHIPMENT.
7. SHIPMENTS SHOULD BE FOB DESTINATION. NO C.O.D. SHIPMENTS WILL BE ACCEPTED.
8. AS A STATE OF COLORADO AGENCY, BY STATUTE COLORADO STATE UNIVERSITY IS EXEMPT FROM STATE AND LOCAL TAXES. OUR EXEMPTION NUMBER IS 98-02381. FEDERAL EXCISE TAX EXEMPTION CERTIFICATE OF REGISTRY #84-730123K IS REGISTERED WITH THE COLLECTOR OF INTERNAL REVENUE, DENVER, CO.
9. ADDITIONAL CHARGES FOR PACKING WILL NOT BE ACCEPTED.
10. CASH DISCOUNT PERIOD WILL BEGIN FROM THE DATE OF RECEIPT OF THE MATERIAL OR RECEIPT OF THE INVOICE, WHICHEVER IS LATER.
11. IF FREIGHT IS PREPAID AND CHARGED, THE ORIGINAL FREIGHT BILL MUST ACCOMPANY THE INVOICE.
12. INDEPENDENT CONTRACTOR - IF YOU ARE AN INDEPENDENT CONTRACTOR TO COLORADO STATE UNIVERSITY, AND YOU, YOUR FIRM AND/OR YOUR EMPLOYEES ARE NOT EMPLOYEES OF COLORADO STATE UNIVERSITY.
13. THAT TO THE EXTENT AUTHORIZED BY LAW, THE CONTRACTOR SHALL INDEMNIFY, SAVE AND HOLD HARMLESS THE STATE, ITS EMPLOYEES AND AGENTS, AGAINST ANY AND ALL CLAIMS, DAMAGES, LIABILITY AND COURT AWARDS INCLUDING COSTS, EXPENSES, AND ATTORNEY FEES INCURRED AS A RESULT OF ANY ACT OR OMISSION BY THE CONTRACTOR, OR ITS EMPLOYEES AGENTS, SUBCONTRACTORS, OR ASSIGNEES PURSUANT TO THE TERMS OF THIS CONTRACT.
14. INSURANCE FOR INDEPENDENT CONTRACTOR AND SERVICE CONTRACTOR. THE CONTRACTOR SHALL PROCURE, AT HIS OWN EXPENSE, AND MAINTAIN FOR DURATION OF THE WORK UNDER THIS CONTRACT, THE FOLLOWING INSURANCE COVERAGE:
 - A) STANDARD WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE, INCLUDING OCCUPATION DISEASE, COVERING ALL EMPLOYEES ENGAGED IN PERFORMANCE OF THE WORK UNDER THIS CONTRACT, AS REQUIRED BY COLORADO STATUTE.
 - B) COMPREHENSIVE GENERAL PUBLIC LIABILITY COVERING THE SERVICES PROVIDED UNDER THIS CONTRACT IN AMOUNTS OF NOT LESS THAN \$500,000 FOR ANY ONE PERSON AND \$500,000 FOR ANY ONE OCCURRENCE WITH AN ANNUAL AGGREGATE OF NOT LESS THAN \$500,000, AND EXCESS LIABILITY OF NOT LESS THAN \$1,000,000.
 - C) COMPREHENSIVE AUTO LIABILITY INSURANCE FOR ALL OWNED AND NON OWNED AUTOS TO BE USED IN PERFORMANCE OF THIS CONTRACT IN AMOUNTS NOT LESS THAN \$500,000 FOR ANY ONE PERSON AND \$500,000 FOR ANY ONE OCCURRENCE, AND EXCESS LIABILITY OF NOT LESS THAN \$1,000,000.THE CONTRACTOR WILL MAKE ARRANGEMENTS WITH HIS INSURER FOR THE STATE OF COLORADO, STATE BOARD OF AGRICULTURE, AND/OR COLORADO STATE UNIVERSITY TO BE ADDITIONALLY NAMED INSURED ON ALL POLICIES FOR LIABILITY INSURANCE.
15. NONE OF THE TERMS OR SPECIFICATIONS STATED IN THIS PURCHASE ORDER MAY BE ADDED TO, MODIFIED, SUPERSEDED OR OTHERWISE ALTERED EXCEPT IN WRITING, SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE PURCHASING DEPARTMENT AND SENT BY THE PURCHASING DEPARTMENT. EACH SHIPMENT RECEIVED BY COLORADO STATE UNIVERSITY FROM VENDOR SHALL BE DEEMED TO BE ONLY UPON THE TERMS CONTAINED IN THIS PURCHASE ORDER - NOTWITHSTANDING ANY TERMS THAT MAY BE CONTAINED IN ANY ACKNOWLEDGEMENT, INVOICE FROM OR OTHER ACT OF VENDOR AND NOTWITHSTANDING PURCHASING DEPARTMENT ACT OF ACCEPTING OR PAYING FOR ANY SHIPMENT OR SIMILAR ACT OF THE PURCHASING DEPARTMENT.

Foothills Campus
Colorado State University
Fort Collins, Colorado 80523
(303) 491-8660

September 4, 1992

Bill Gherardi
Woodland Management Consultants
P.O. Box 10
Fort Collins CO 80522

Dear Bill:

Thank you for the final payment on the Pass Creek Sale from Dwight Clark.

The request for refund of the \$400 bond is prepared. A check will be mailed to Dwight. Figure on 3 weeks processing time before he receives the \$400.

I have a question regarding your invoice for this sale. It shows a gross revenue of \$4488.49. My records show a gross revenue of \$4308.49. It was calculated as follows:

{	6/10/92	\$ 400.00
	7/14/92	916.70
	8/3/92	2016.74
	8/31/92	<u>975.05</u>
	Total	\$4308.49

{	Invoice #	
	26643	
	26647	
	27035	
	<u>27036</u>	

Did I miss something along the way? I will hold your invoice dated 8/31 until we can reach agreement on the gross revenue figure.

16.

I plan to inspect the completed sale on Wednesday, September 9. It will likely be mid-afternoon before I get to Pass Creek. You do not need to be present during the inspection, but are welcome.

Thanks for a good job on this sale. I will review the Le Garde Creek Plan later this week in detail. It looks fine from the brief review made earlier.

Sincerely,

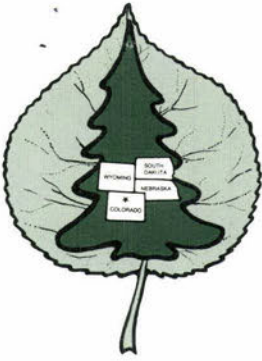
Ray
Raymond L. Mehaffey
District Forester

RLMkrp

P.S. Please send me a
copy of the advertisement
for the Le Garde Creek
Sale. Thanks

R

SEP 21 1992
CSFS-SO



Woodland Management Consultants
P.O. Box 10
Fort Collins, Colorado 80522
(303) 221-1336

September 12, 1992

Ray Mehaffey
Colorado State Forest Service
Foothills Campus
Ft. Collins, CO 80523

Dear Ray,

This letter will serve as an invoice for the Pass Creek Sale. I checked my records and concur with you, the sale total is \$4308.49. Thus, 25% is \$1077.12, per our agreement.

OK *ren*

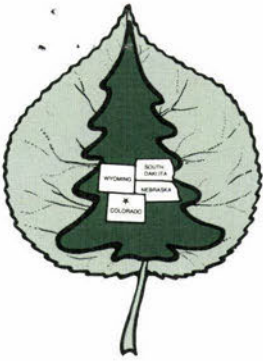
I have also enclosed a copy of the sale announcement for La Garde Creek Sale.

Thanks.

Sincerely,

William Gherardi

William Gherardi
Forester



Woodland Management Consultants
P.O. Box 10
Fort Collins, Colorado 80522
(303) 221-1336

August 31, 1992

Ray Mehaffey
Colorado State Forest Service
Foothills Campus
Ft. Collins, CO

Dear Ray,

This letter will serve as an invoice for the Pass Creek Sale. My records show Gross Revenue of \$4488.49. Per our Agreement; 25% of \$4488.49 = \$1122.12 as the amount due Woodland Management Consultants.

Not correct, 25%

Thank you for your attention to this matter.

Sincerely,

William Gherardi
Forester, Woodland Management Consultants



9/2/92

Pass (week Sale
Clark (Gherardi))

Sale for

100 MBF @ \$25/MBF = \$2,500

200 Cord @ 7.50/cd = 1,500

\$4,000

Actual Scale (Weight)

	MBF	Cord
7/6/92	18.6 ✓	60.2 ✓
8/3/92	41.8 ✓	129.56 ✓
8/31/92	24.7 ✓	101. — ✓

85.1 MBF \$290.76 Cord,

x \$25 x 7.50 rate

\$2,127.50

\$2,180.70

\$4,308.20

Pd. 6/10

\$400 ✓

7/14

916.70 ✓

8/3

2016.74 ✓

8/31

~~29~~ 75.05 ✓

4308.49

To:

Invoice No.

27036

Colorado
State
 FOREST
 SERVICE

DWIGHT C CLARK LOGGING

5531 W CTY RD 20

LOVE AND CO 80537

Date: SEPTEMBER 4, 1992

Item	Unit Cost	Total
1 STATE LAND SALE S16, T10N, R76W -- PASS CREEK STUMPAGE PAYMENT 4		975.05
2		
3 GROSS PAYMENT 975.05		
4 GHERARDI (25%) (243.76)		
5 DIRECT COSTS (3HRS @ \$20) (60.00)		
6 NET REVENUE 671.29		
7		
8		
9		
Tax Exempt No. _____	Sales Tax	

CSFS Originator *[Signature]*

Payment Due By THANK YOU

Remit to:

Total		975.05
CK-CA-MO Amount Paid:		975.05
Amount Due		0
Ck# 7725	Dated	8/29/92
Rcv'd By <i>RTM</i>	F.Y.	92/93
Funding		Amount
1-92580	0641	60.00
1-93210	0641	915.05

Deposit No.

Date

To:

Invoice No. 27035DWIGHT C. CLARK LOGGING5531 W CTY RD 20LOVELAND CO 80537

Colorado
State
 FOREST
 SERVICE

Date: SEPTEMBER 4, 1992

Item	Unit Cost	Total
1 STATE LAND SALE S16, T10N R76W -- PASS CREEK, STUMPAGE PAYMENT 3		2016.74
2		
3		
4 GROSS STUMPAGE	2016.74	
5 GHERARDI (25%)	(504.18)	
6 DIRECT COSTS (1 HR @ \$20/HR)	(20.00)	
7 NET REVENUE	1492.56	
8		
9		
Tax Exempt No. _____	Sales Tax	

CSFS Originator

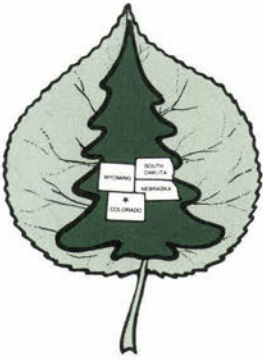
Payment Due By THANK YOU

Remit to:

Total		2016.74
CK-CA-MO Amount Paid:		2016.74
Amount Due		0
Ck# 7703	Dated	7/31/92
Rcv'd By RLM	F.Y.	92/93
Funding		Amount
1-92550	0641	20.00
1-93210	0641	1996.74

Deposit No.

Date



Woodland Management Consultants
P.O. Box 10
Fort Collins, Colorado 80522
(303) 221-1336

AUG 31 1992

August 31, 1992

Ray Mehaffey
Colorado State Forest Service
Foothills Campus
Ft. Collins, CO

Dear Ray,

Enclosed please find a check for \$975.05 (#7725), from Dwight Clark Logging for volume hauled from August 1 thru August 25, 1992 from Section 16, 10 N., R. 76 W..

Weight scale records show: 24.7 mbf @ \$25 = \$617.50
 101 cords @ 7.50= 757.55

Total \$ 1375.05.

Thus, \$1375.05 minus \$400 downpayment = \$975.05, check enclosed.

All the work has been completed except for the slash burning, which will be done as conditions permit. Please draft a check for \$400 (performance bond) and mail to:

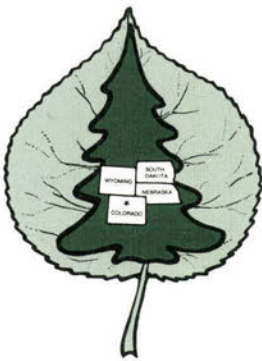
Dwight Clark
5531 W. Cty. Rd. 5
Loveland, CO 80537.

Thank you.

Sincerely,

William Gherardi
Forester, Woodland Management Consultants

Enclosure



Woodland Management Consultants
P.O. Box 10
Fort Collins, Colorado 80522
(303) 221-1336

August 3, 1992

Ray Mehaffey
Colorado State Forest Service
Foothills Campus
Ft. Collins, CO

Dear Ray,

Enclosed please find a check for \$ 2016.74 from Dwight Clark Logging. This check is for volume hauled from July 1 thru July 31, 1992 from Section 16, 10 North, Range 76 West.

Weight scale records show:	41.8 mbf @ \$ 25 =	\$ 1045
	129.56 cds@ 7.50 =	971.74
		<hr/>
	Total	\$2016.74.

Sincerely,

William Gherardi

William Gherardi
Forester

*Endorsed &
in the lock
box. KP*

Enclosure

To:

DWIGHT C CLARK - LOGGING

5531 W CTY RD 20

LIMELAND CO 80537

Invoice No.

26647

Colorado
State
 FOREST
 SERVICE

Date: JULY 14, 1992

Item	Unit Cost	Total
STATE LAND SALE, S16, T10N, R76W -- PASS CREEK		916.70
² STUMPAGE PAYMENT #2		
³		
⁴ GROSS STUMPAGE \$917.60		
⁵ GHERARDI (229.18)		
⁶ DIRECT COSTS (1 HR @ \$20) (20.00)		
⁷ NET REVENUE \$668.42		
⁸		
⁹		
Tax Exempt No. _____	Sales Tax	

CSFS Originator

Payment Due By THANK YOU

Remit to:

Total		916.70
CK-CA-MO Amount Paid:		916.70
Amount Due		0
Ck# 7685	Dated 7/6/92	
Rcv'd By RLM	F.Y. 92/93	
Funding		Amount
1-92550	0641	20.00
1-93210	0641	897.60

Deposit No.

Date



Woodland Management Consultants
P.O. Box 10
Fort Collins, Colorado 80522
(303) 221-1336

July 6, 1992

Ray Mehaffey
Colorado State Forest Service
Foothills Campus
Ft. Collins, CO

Dear Ray,

Enclosed please find a check for \$ 916.70 from Dwight Calrk Logging for volume hauled from June 10 thru June 30, 1992 from Section 16, 10 North, Range 76 West.

Weight scale reocrds show; 18.6 mbf @ \$25/mbf = \$ 465
60.2 cds @ 7.5/cd = 451.70

Total \$916.70.

Sincerely,

William Gherardi
Forester, Woodland Management Consultants

Enclosure

To:

Invoice No.

26643

DWIGHT G. CLARK - LOGGING
 5531 W CTF RD 20
 LOVELAND CO 80537
 Loveland

Colorado
State
 FOREST
 SERVICE

Date: JUNE 10, 1992

Item	Unit Cost	Total
STATE LAND SALE, S16, T10N, R76W - PASS CREEK		
1 PERFORMANCE BOND		400.00
2 APPLICATION FEE		25.00
3 ADVANCE STUMPGAE PAYMENT		400.00
4		
5 GROSS STUMPAGE 400		
6 GHERARDI (100)		
7 DIRECT COSTS (3 HRS X 20) (60)		
8 NET REVENUE 240		
9		
Tax Exempt No. _____	Sales Tax	

CSFS Originator *Kathy Porter*
 Payment Due By **THANK YOU**

Remit to:

Total		825.00
CK-CA-MO Amount Paid:		825.00
Amount Due		0
Ck# 7641 & 7660	Dated 6/9 & 6/92	
Rcv'd By RIM	F.Y. 91992	
Funding	Amount	
1-96060	0604	400.00
1-92550	0641	60.00
1-93210	0641	365.00

Deposit No.

Date

White-Customer copy; Yellow-State Office copy; Pink-Project copy

Witnesseth:

I. Location and Description

Township	Range	Section	County	State
10 North	70 West	16	Larimer	Colorado

Sale boundaries are marked in the following manner: Fences on north, south & west, blue flagging on east.

It is agreed upon between the seller and the purchaser that this contract begins June 5, 1992 and terminates on August 30, 1992. (Merchantable material, cut and left in the woods; and/or designated trees left uncut shall be paid for as specified in Section III. Any timber and/or other products left in the woods after the termination date will revert to the landowner. Undesignated trees which are cut and/or removed without the consent of the seller constitutes an illegal trespass).

The purchaser agrees to pay the seller for the timber defined as follows:

Payment is to be made prior to entry of each block, per Exhibit B. The scaling and measurement shall be handled and recorded as follows:

The title for the timber and other products remain in the seller's name until paid for by the purchaser.

The purchaser shall furnish a performance bond in the amount of 10% of estimated quant. or cash in lieu thereof to be deposited in escrow at _____ [Upon satisfactory completion of all contract requirements, in performance bond or cash + interest will be returned to the purchaser. Upon unsatisfactory completion of the contract requirements the performance bond or cash + interest will be turned over to the seller. (Forfeiture of bond by the contractor may limit eligibility on future contracts.)]

1. All slash will be piled and burned (as conditions permit) by Purchaser.
2. The segment of new road construction will be left in a condition for vehicle use.
3. Any ditch alterations to county road will constructed per original at end of contract.

I/we agree to the terms, duties and conditions stated on both the front and back sides of this page and upon approval will comply therewith.

Contractor
for Dwight Clark Logging

June 5, 1992

Willow Shreve June
Landowner Date
for Woodland Management Consultants

OTHER PROVISIONS CONTINUED:

The PURCHASER agrees to cut and remove said timber in strict accordance with the following conditions:

- a. Stumps will not exceed 6 inches in height on the uphill side.
 - b. PURCHASER will use existing roads, and they shall be kept free of logs, brush and debris resulting from the PURCHASER's operations. Any road used by the PURCHASER in connection with this sale that is damaged or injured beyond ordinary wear and tear through such use shall be restored by him to its original condition. All roads will be given proper closing maintenance before they are accepted as completed for closure.
 - c. New roads for the sale will be designated on the ground by FLAGGING CENTERLINE; 16' CLEARING LIMITS
-
- Purchaser agrees to cut all merchantable trees (as defined in Section III) in road right-of-way, dispose of stumps by PILING
-
- and to lop and scatter all slash from cut trees within the clearing limits, outside of the road right-of-way.
- d. Procurement of rights-of-way affecting timber or lands outside the sale area shall be handled by the PURCHASER.
 - e. PURCHASER shall protect property such as fields, fences, telephone, light, and power lines, building, ditches, bridges, etc., against unnecessary damage, and shall repair damage caused by him by restoring them immediately to the condition found prior to damage.
 - f. As far as practical, all logging and hauling operations shall be in an orderly and progressive manner, exercising all possible protection to young growth and shall give due consideration to disturbances which will affect soil movement or impair and aggravate water movement.
 - g. Slash disposal is the responsibility of the PURCHASER. All slash is to be lopped and scattered not to exceed a depth of 18" above the ground level with limbs not to exceed 8 feet in length. All slash created by spur road or skid trail or landing construction shall either be piled or shall be uniformly scattered off of the construction site. Slash is to be disposed of as the sale progresses. The PURCHASER agrees to comply with all local fire laws.
 - h. No witness trees shall be cut in this timber sale.
 - i. In the event of fire killed trees or insect infested trees, the Seller agrees to sell, and Buyer agrees to buy, the wood that is salvageable and merchantable at a stumpage value as negotiated between the seller and the buyer at the signing of the contract at the time the salvageable wood is processed on the sale area or removed from the sale area in tree length form.
 - j. All trash & refuse generated by PURCHASER during his operation will be removed prior to contract termination.

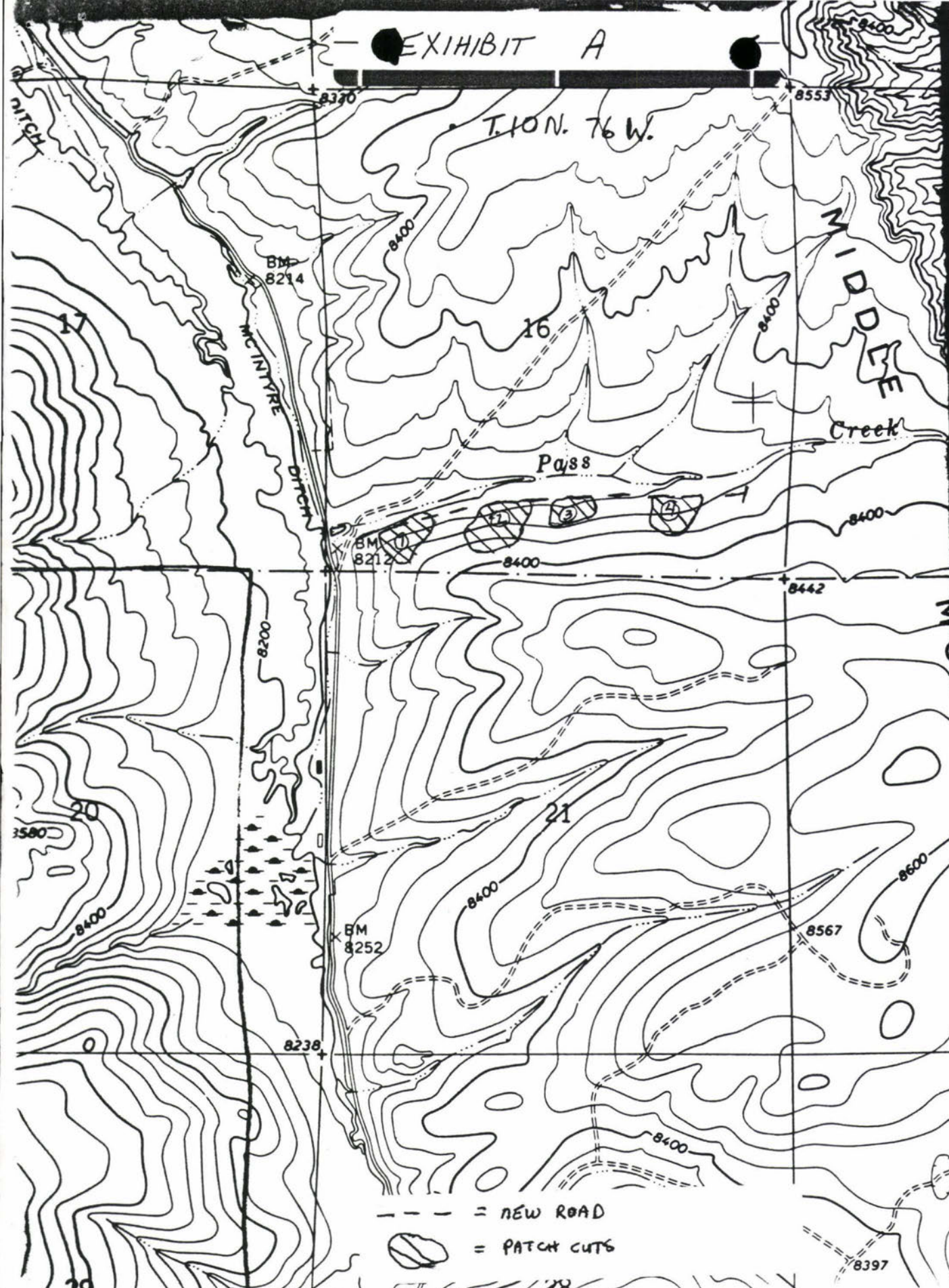
VI. General Description

- a. This agreement, or any interest therein, may not be assigned by the PURCHASER without prior consent to the SELLER.
- b. This agreement shall be binding upon the heirs, administrators, executors, successors, or assigns of both parties.
- c. PURCHASER agrees to indemnify and hold harmless the SELLER from any and all damages, claims, or demands upon the part of third parties on account of any action by PURCHASER, his agents, servants, or employees, under this agreement, and furthermore, to respect and protect all right-of-way, easements, and servitudes belonging to any other party or parties, and enjoin not injure, damage, or waste the same in any way whatsoever, and does hereby indemnify and hold harmless the SELLER therefrom.
- d. In the event of dispute we agree to accept the decision of an arbitration board of three members; one to be selected by the SELLER, one by the PURCHASER, and the third to be selected by the first two.

The arbiters must reach an agreement within 30 days.

- e. Purchaser agrees that all necessary licenses, permits, liability and workmen's compensation insurance will be his responsibility to insure compliance with all government laws, rules, and regulations.

EXHIBIT A



-- = NEW ROAD
[hatched rectangle] = PATCH CUTS

1:17,000

[illegible]