

1-14-04 Called Mr. Coors; Left Message

11-15-04 Received signed contract
Forwarded to Tom Wardle, CSF SD

LICENSE TO ENTER UPON LAND AND RELEASE OF LIABILITY

THIS LICENSE TO ENTER UPON LAND AND RELEASE OF LIABILITY is an agreement entered into by and between **James Coors/Ann Pollock** (Licensor) and the Board of Governors of the Colorado State University System, acting by and through Colorado State University for the Colorado State Forest Service (hereinafter referred to as "CSFS").

WHEREAS, CSFS has requested access to and the right to enter upon the land described herein below (the "Property"), for the purposes described below that are related to the CSFS's mission; and

WHEREAS, Licensor is the owner of the Property, or of the current right to occupancy thereof, and has the right to grant a license to enter upon the Property for the purposes described herein, and desires to grant such right to CSFS upon the terms and conditions set forth in this Agreement;

NOW, therefore, in consideration of the mutual promises and covenants contained herein, receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows.

A. License Grant. The Licensor grants to CSFS, its employees and authorized volunteers, contractors and subcontractors, acting within the scope of their employment or contract (collectively, the "Licensees"), a non-exclusive, paid-up license to enter upon the Property during the term hereof, without prior notice, for the purposes described below. Licensor may revoke such license at any time by written notice to CSFS in accordance with the Notice provisions herein. Said license is subject to the following terms and conditions:

1. Description of Property. This License concerns the following Property (map attached): **SW ¼ SE ¼ Section 34, T7N, R71W, and NE ¼ NW ¼ Section 3, T6N, R71W and SE ¼ NW ¼ Section 3 T6N, R71W, 6th Principal Meridian, Larimer County, Colorado.**
2. Effective Dates. This License shall be effective beginning on **July 1, 2004** and shall terminate on **December 31, 2007**. The parties may by mutual agreement extend the term of this License as necessary to permit the purposes and activities for which it is granted to be completed.
3. Purpose. This agreement applies to CSFS for the purpose of conducting the following activities (*check all that apply*)
 - ☒ to cut timber as a fire mitigation measure and to remove the downed timber from the Property;
 - ☐ to conduct a timber sale on the property, collect and retain all proceeds, and remove any unsold materials;
 - ☒ to perform the following other activities: **Fuels reduction activities including, but not limited to, tree cutting and removal, thinning, harvesting, and slash treatment. Slash treatment will be** ☐ lopped and scattered, ☐ chipped, ☐ hand piled for burning, or ☐ machine piled for burning (*check all that apply*).
4. License Fee. Licensee shall pay a fee to Licensor in the amount of **\$0.00** for the entire term of this License. Payment shall be remitted within 30 days after the effective date hereof.

B. Release of Liability. CSFS hereby releases the Licensor from all liability or responsibility for injury that the Licensees, or any of them, may suffer as a result of or in connection with his/her entering upon the Property (except for injuries caused by the negligent or intentional acts of the Licensor).

C. Liability of Licensee. The Parties understand and agree that the liability of the State of Colorado, the Board of Governors of the Colorado State University System, and CSFS is at all times herein governed and controlled by the Colorado Governmental Immunity Act, C.R.S. sections 24-10-101, et seq. (as now or hereafter

amended), and that contractors to CSFS that are not themselves governmental entities may not be protected under said Act. Contractors shall be required to provide reasonable proof of general liability insurance, prior to undertaking work for CSFS on the Property.

D. Additional Terms and Conditions.

1. **Notices.** All notices required to be given under this License shall be deemed given when actually delivered to the designated representative(s) of the party to be given notice by (i) certified mail, return receipt; or (ii) by hand delivery or courier service, if a signed receipt is obtained upon delivery; or (iii) by facsimile transmission, if confirmation of receipt of the transmission is obtained,. A party may change its designated representative(s) or address at any time by written notice in the same manner as for any other notice. The initial representatives of the parties shall be the persons whose names and addresses are:

CSFS:
Colorado State Forest Service
Office of the Director
Attn: Tom Wardle
203 Forestry Bldg.
5060 Campus Delivery
Fort Collins, CO 80523-5060

LICENSOR:
James Coors/Ann Pollock
1218 Sweetbriar Road
Madison, WI 53705
(608) 231-3593

With a copy to:

Contracts Manager
309 Administration Bldg.
6001 Campus Delivery
Fort Collins, CO 80523-6001

2. **Non-Assignment.** Except as specifically permitted under section A herein above, CSFS shall not transfer, assign, or otherwise convey the rights granted in this agreement to any other person or party without the express prior written consent of the Licensor(s). Any such conveyance in violation of this paragraph shall be null and void.
3. **Legal Authority.** The Licensor warrants he/she/it possesses the legal authority to enter into this License and has taken all actions required by its procedures, bylaws, and/or applicable law to exercise that authority, and to lawfully authorize its undersigned signatory to execute this License and to bind the Licensor to its terms. The person(s) executing this License on behalf of the Licensor warrant(s) that such person(s) have full authorization to execute this License.
4. **Non-Assignment.** Licensor shall not assign or sublicense any of its obligations under this License without the advance written consent of University. Any unauthorized assignment shall be void. University shall have the right, but not the obligation to terminate this License, without waiver of any other right or remedy, upon notice of Licensor=s assignment or sublicense in violation of this section.
5. **Binding effect.** This License is binding upon the heirs, personal representatives, successors, and permitted assigns of both parties.
6. **Entire Agreement.** This License including the exhibits incorporated herein by reference constitutes the entire agreement between the parties, and supersedes any previous contracts, understandings, or agreements of the parties, whether verbal or written, concerning the subject matter of this License.

Stringtown Gulch Fuels Reduction Project

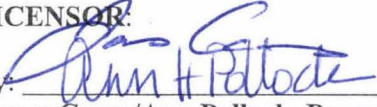
Coors/Pollock Property - SW1/4 SE1/4 Sec 34 T7N R71W and
NE1/4 NW1/4 Sec 3 T6N R71W and
SE 1/4 NW 1/4 Sec 3 T6N R71W



7. **Amendment.** No modification or amendment to this License shall be valid unless it is made in a writing signed by the authorized representatives of the parties.
8. **Waiver.** The waiver by either party of a breach or violation of any provision of this License shall not operate as or be construed to be a waiver of any subsequent breach of the same or other provision hereof.
9. **Licensee Representative.** Licensee has appointed **John P. Benshoof** as their on-site representative to review project layout, participate in site inspections and approve final site inspection. ✓

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

LICENSOR:

By: 
James Coors/Ann Pollock, Property Owners
Print Name & Title

CORPORATIONS:

(A corporate seal or attestation is required.)

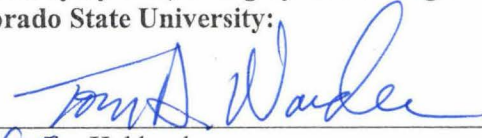
Attest (Seal)

By: _____
(Corporate Secretary or Equivalent)

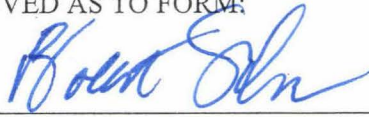
CSFS Fort Collins District contact:

Dave Farmer
CSFS Fort Collins District
5075 Campus Delivery
3843 W. LaPorte Avenue
Colorado State University
Fort Collins, CO 80523
(970) 491-8445
(970) 491-8645 Fax

**Board of Governors of the Colorado State
University System, acting by and through
Colorado State University:**

By: 
Jim Hubbard
Director, Colorado State Forest Service

APPROVED AS TO FORM:

By: 
Robert Schur
University Contracts Manager



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

FILE

October 11, 2004

James Coors and Ann Pollock
1218 Sweetbriar Road
Madison, WI 53705

Re: Stringtown Gulch Project

Mr. Coors and Ms. Pollock,

Enclosed are three copies of the *License to Enter Upon Land and Release of Liability* for your review. This license is Colorado State University's updated landowner agreement and must be signed before we can proceed on the fuels treatment project. Please note item D.9. which appoints John Benshoof as your on-site representative. If all is agreeable, please sign and return all three copies to the address on this letterhead. I will send you a completed copy when all other signatures are acquired.

As soon as the agreement is signed, we will be able to pursue a contractor to complete the fuels treatment work. I sure hope we can get started this fall.

As always, if you have any questions please call me (970) 491-8445.

Sincerely,

David A. Farmer
Acting District Forester

Enclosures

LICENSE TO ENTER UPON LAND AND RELEASE OF LIABILITY

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WHEREAS, CSFS has requested access to and the right to enter upon the land described herein below (the "Property"), for the purposes described below that are related to the CSFS's mission; and

WHEREAS, Licensor is the owner of the Property, or of the current right to occupancy thereof, and has the right to grant a license to enter upon the Property for the purposes described herein, and desires to grant such right to CSFS upon the terms and conditions set forth in this Agreement;

NOW, therefore, in consideration of the mutual promises and covenants contained herein, receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows.

A. License Grant. The Licensor grants to CSFS, its employees and authorized volunteers, contractors and subcontractors, acting within the scope of their employment or contract (collectively, the "Licensees"), a non-exclusive, paid-up license to enter upon the Property during the term hereof, without prior notice, for the purposes described below. Licensor may revoke such license at any time by written notice to CSFS in accordance with the Notice provisions herein. Said license is subject to the following terms and conditions:

1. Description of Property. This License concerns the following Property (map attached): **SW ¼ SE ¼ Section 34, T7N, R71W, and NE ¼ NW ¼ Section 3, T6N, R71W and SE ¼ NW ¼ Section 3 T6N, R71W, 6th Principal Meridian, Larimer County, Colorado.**
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 - ☒ to cut timber as a fire mitigation measure and to remove the downed timber from the Property;
 - ☐ to conduct a timber sale on the property, collect and retain all proceeds, and remove any unsold materials;
 - ☒ to perform the following other activities: **Fuels reduction activities including, but not limited to, tree cutting and removal, thinning, harvesting, and slash treatment. Slash treatment will be** ☐ lopped and scattered, ☐ chipped, ☐ hand piled for burning, or ☐ machine piled for burning (check all that apply).
4. License Fee. Licensee shall pay a fee to Licensor in the amount of **\$0.00** for the entire term of this License. Payment shall be remitted within 30 days after the effective date hereof.

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C. Liability of Licensee. The Parties understand and agree that the liability of the State of Colorado, the Board of Governors of the Colorado State University System, and CSFS is at all times herein governed and controlled by the Colorado Governmental Immunity Act, C.R.S. sections 24-10-101, et seq. (as now or hereafter

amended), and that contractors to CSFS that are not themselves governmental entities may not be protected under said Act. Contractors shall be required to provide reasonable proof of general liability insurance, prior to undertaking work for CSFS on the Property.

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CSFS:

Colorado State Forest Service
Office of the Director
Attn: Tom Wardle
203 Forestry Bldg.
5060 Campus Delivery
Fort Collins, CO 80523-5060

LICENSOR:

James Coors/Ann Pollock
1218 Sweetbriar Road
Madison, WI 53705
(608) 231-3593

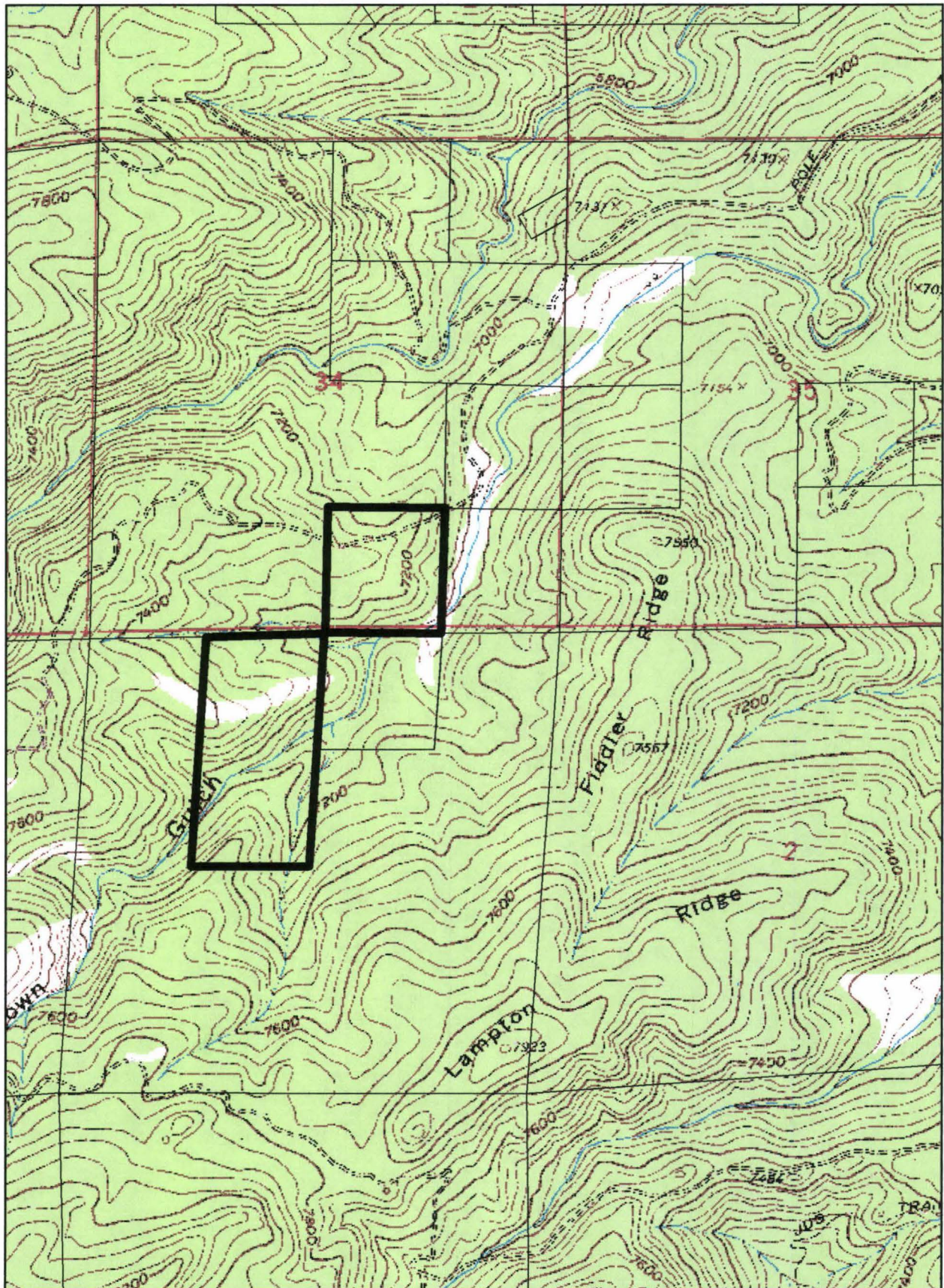
With a copy to:

Contracts Manager
309 Administration Bldg.
6001 Campus Delivery
Fort Collins, CO 80523-6001

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3. **Legal Authority.** The Licensor warrants he/she/it possesses the legal authority to enter into this License and has taken all actions required by its procedures, bylaws, and/or applicable law to exercise that authority, and to lawfully authorize its undersigned signatory to execute this License and to bind the Licensor to its terms. The person(s) executing this License on behalf of the Licensor warrant(s) that such person(s) have full authorization to execute this License.
4. **Non-Assignment.** Licensor shall not assign or sublicense any of its obligations under this License without the advance written consent of University. Any unauthorized assignment shall be void. University shall have the right, but not the obligation to terminate this License, without waiver of any other right or remedy, upon notice of Licensor=s assignment or sublicense in violation of this section.
5. **Binding effect.** This License is binding upon the heirs, personal representatives, successors, and permitted assigns of both parties.
6. **Entire Agreement.** This License including the exhibits incorporated herein by reference constitutes the entire agreement between the parties, and supersedes any previous contracts, understandings, or agreements of the parties, whether verbal or written, concerning the subject matter of this License.

**Coors/Pollock Property - SW1/4 SE1/4 Sec 34 T7N R71W and
NE1/4 NW1/4 Sec 3 T6N R71W and
SE 1/4 NW 1/4 Sec 3 T6N R71W**

**Coors/Pollock Property - SW1/4 SE1/4 Sec 34 T7N R71W and
NE1/4 NW1/4 Sec 3 T6N R71W and
SE 1/4 NW 1/4 Sec 3 T6N R71W**



7. **Amendment.** No modification or amendment to this License shall be valid unless it is made in a writing signed by the authorized representatives of the parties.
8. **Waiver.** The waiver by either party of a breach or violation of any provision of this License shall not operate as or be construed to be a waiver of any subsequent breach of the same or other provision hereof.
9. **Licensee Representative.** Licensee has appointed **John P. Benshoof** as their on-site representative to review project layout, participate in site inspections and approve final site inspection.

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

LICENSOR:

By: _____
James Coors/Ann Pollock, Property Owners
Print Name & Title

CORPORATIONS:

(A corporate seal or attestation is required.)

Attest (Seal)

By _____
(Corporate Secretary or Equivalent)

CSFS Fort Collins District contact:

Dave Farmer
CSFS Fort Collins District
5075 Campus Delivery
3843 W. LaPorte Avenue
Colorado State University
Fort Collins, CO 80523
(970) 491-8445
(970) 491-8645 Fax

**Board of Governors of the Colorado State
University System, acting by and through
Colorado State University:**

By: _____
Jim Hubbard
Director, Colorado State Forest Service

APPROVED AS TO FORM:

By: _____
Robert Schur
University Contracts Manager



Fort Collins District
5075-Campus Delivery, CSU
Fort Collins, CO 80523-5075
(970) 491-8445
FAX (970) 491-8645

December 17, 2003

James Coors and Ann Pollock
1218 Sweetbriar Road
Madison, WI 53705

Ref: Stringtown Gulch property

Mr. Coors and Ms. Pollock,

Thank you for your interest in the wildfire mitigation efforts being organized with members of the Stringtown Gulch Road Association. Everyone I have talked to in the area has expressed an interest in this project.

The overall objective of the project is to improve fire protection by reducing the amount of fuels in the Stringtown Gulch area. This will not, of course, fire proof the area but is intended to create forest conditions that will improve firefighter's ability to suppress fire and, at the same time, minimize the damaging effects of wildfire should one occur. The expected activities on private land include tree thinning and slash treatment (chipping, piling and burning, and scattering). Early activities will focus on developing a shaded fuelbreak along Pole Hill Road. Enclosed please find information on these activities.

Also enclosed are two copies of the agreement we discussed in our phone conversation. If all is in order, please sign and return one copy to me at the above address. The other copy is for your records. I have also enclosed a copy of an aerial photo of your property that designates three areas that would benefit from one of the mitigation activities mentioned above. Unit CO2 is key to developing a shaded fuelbreak along the road and would be the highest priority for treatment on your property. I have only spent an hour or so walking your property with John Benshoof so will need to spend some time in the field to better survey treatment opportunities. It is my understanding that John is your unofficial representative for the purposes of this project. If this is not so, please let me know. However, under no circumstances will tree marking or project implementation begin without your final approval.

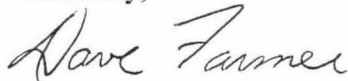
In my opinion, the Stringtown Gulch Fuels Treatment Project has a very good chance of being funded. When funding is approved I will, with property owner permission, begin marking trees and outlining work to be done. The project will be sent out for bid through Colorado State

University bid system. The Colorado State Forest Service will administer all mitigation activities.

I imagine you will have questions and concerns about this project. Please feel free to contact me at (970) 491-8445 or dfarmer@lamar.colostate.edu any time.

Again, I appreciate your interest and support of the Stringtown Gulch Fuels Reduction Project.

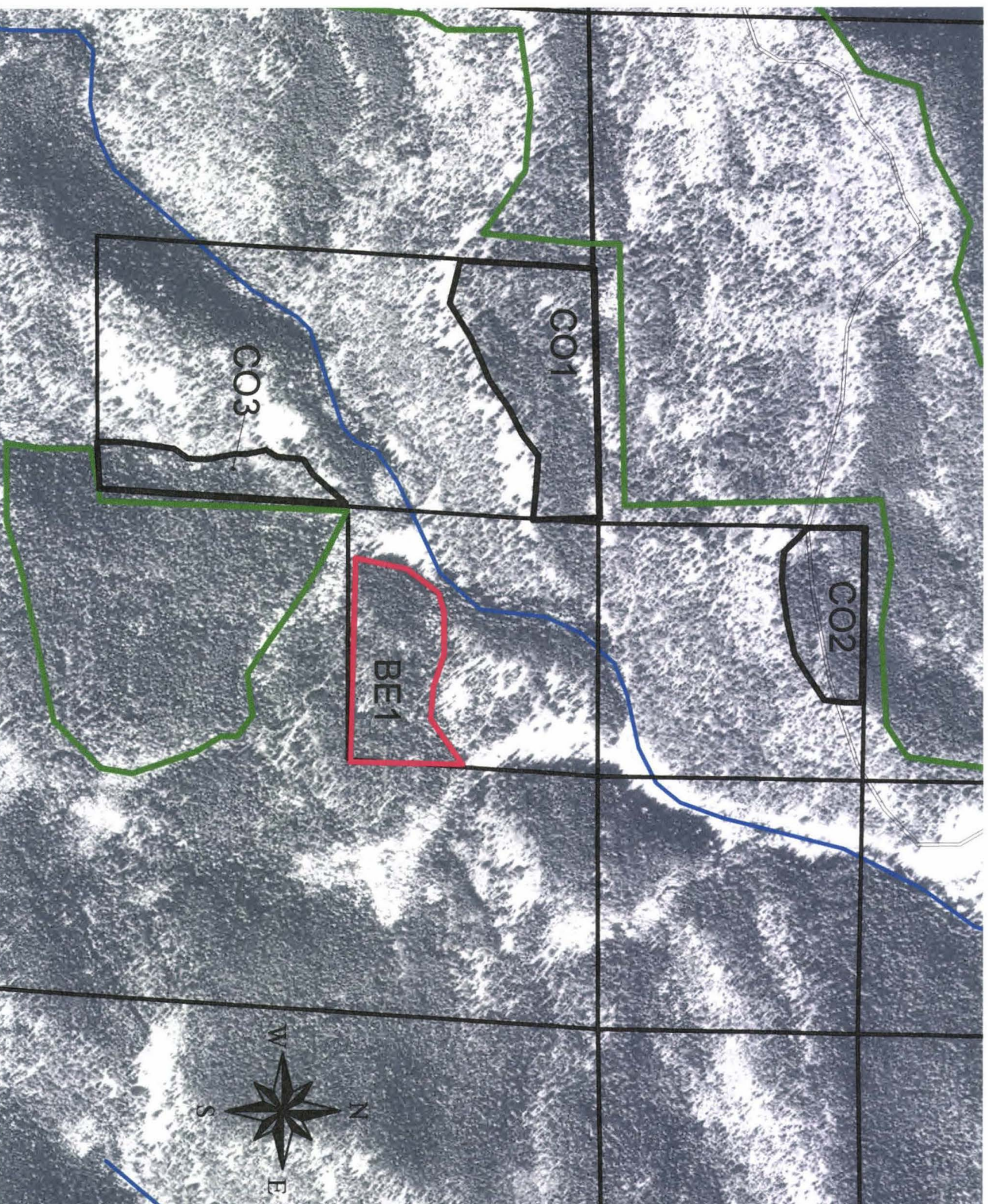
Sincerely,

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

David A. Farmer
Assistant District Forester

Enclosures

Strintgown Project Coors/Pollock property



Service Agreement

This Service Agreement (Agreement) is entered into as of the date it is fully executed by and between the Parties identified herein below.

PARTIES:

UNIVERSITY:

THE BOARD OF GOVERNORS OF THE
COLORADO STATE UNIVERSITY SYSTEM,
ACTING BY AND THROUGH COLORADO
STATE UNIVERSITY, AN INSTITUTION OF
HIGHER EDUCATION OF THE STATE OF
COLORADO

CONTACT NAME: **Dave Farmer**
DEPARTMENT: **Colorado State Forest Service,**
Fort Collins District,
5075 Campus Delivery
Colorado State University
Fort Collins, CO 80523-5075
TELE: **(970) 491-8445**
FAX: **(970) 491-8645**
EMAIL: **dfarmer@lamar.colostate.edu**

CLIENT:

FULL LEGAL NAME OF CLIENT:

James Coors/Ann Pollock

1218 Sweetbriar Road

CITY, STATE, ZIP: Madison, WI 53705

TELE: **(608) 231-3593**

FAX:

EMAIL: jc@coors@wisc.edu

PLACE(S) WHERE THE SERVICES WILL BE PROVIDED: Client acknowledges ownership of the property described as SW¼ SE ¼ Section 34, T7N, R71W and NE¼NW ¼ Section 3, T6N, R71W and SE ¼ NW ¼ Section 3, T6N, R71W , 6th Principal Meridian, Larimer County, Colorado.

All exhibits referenced in the following Terms and Conditions of the Contract must be attached and initialed by the signatories. All such exhibits are hereby incorporated as if fully set forth herein.

RECITALS:

WHEREAS, University is a comprehensive, land-grant University with experience and resources in a field of mutual interest between University and Client; and

WHEREAS, the Client and University contemplate entering into an agreement whereby CSU's expertise and resources may be utilized to perform the services described herein, which Client desires to obtain; and

WHEREAS, the performance of such services by University is consistent, compatible, and beneficial to the academic role and mission of the University as an institution of higher education;

NOW, THEREFORE, in consideration of the above and the mutual promises contained herein, the parties agree as follows:

1. Independent Contractors. The parties aver that:

- a. The University is not subject to Client's control as to the means and methods of accomplishing the work to be performed hereunder, but the Client may specify and control the result to be accomplished including any specifications, standards, requirements and deliverables; and
- b. The University selects its own customers or clients and is free to contract with others during the term of this Contract; and
- c. This Agreement shall not be construed to create any partnership, joint venture, nor other agency relationship between the parties, who are independent of one another.

2. **Scope of Work.** The University agrees to timely and competently perform for the Client the services described in the Scope of Work, Exhibit A hereto. Any applicable service milestones or periodic deliverables are specified in the Scope of Work.
3. **Term.** This Agreement shall be effective on the date it is fully executed by all parties ("Effective Date"), and shall terminate when all services have been completed, but in any event not later than three year(s) from the effective date. If the date for commencement of services is later than the Effective Date, it is set forth here: n/a.
4. **Payment.** The Client agrees to pay the University for services performed under this Agreement as follows (check one box only):

- ☒ In a fixed price amount of \$0.00, payable upon execution of this Agreement; OR
- ☐ In accordance with the Payment Terms set forth in Exhibit B which is attached and hereby incorporated by reference.

5. **Confidentiality.** It may be necessary for the Client to disclose confidential information to the University's representatives so they can perform the work described herein. At the time of disclosure, the Client shall indicate which information is confidential. Confidential information will not include information that: a) at the time of disclosure or subsequent to that time is generally available to the public; b) is known by the University at the time of disclosure and substantiated in written documents; or, c) is made known to the University by a third party not connected with the Client.

Except as may otherwise be required by law, the University agrees to use best efforts to: maintain the confidentiality of the information; not use the information for any purposes other than contained in the scope of work defined in this Agreement; and not disclose the information to anyone other than those directly involved with this Agreement.

6. **Equipment.** All equipment purchased with funds provided under this Agreement for use in connection with this Agreement shall be the property of the University, and shall be dedicated to providing services under this Agreement while this Agreement is in effect.
7. **Liability; Insurance.** Each party hereto agrees to be responsible for its own wrongful or negligent acts or omissions, or those of its officers, agents, or employees to the full extent allowed by law. Notwithstanding anything herein to the contrary, no term or condition of this Agreement shall be deemed, construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or provisions, of the "Colorado Governmental Immunity Act", 24-10-101, et seq., C.R.S., as now or hereafter amended ("Immunity Act"), nor of the Risk Management self-insurance statutes at 24-30-1501, et seq., C.R.S., as now or hereafter amended ("Risk Management Act"). The parties understand and agree that the liability of the State of Colorado, its departments, institutions, agencies, boards, officials and employees is at all times controlled and limited by the provisions of the Immunity Act and the Risk Management Act, as now or hereafter amended. Any provision of this Agreement, whether or not incorporated herein by reference, shall be controlled, limited, and otherwise modified so as to limit any liability of the State to the above cited laws.
8. **Use of Tradenames and Service Marks.** Neither party obtains by this Agreement any right, title, or interest in, nor any right to reproduce nor to use for any purpose, the name, tradenames, trade- or service marks, logos or copyrights of the other party. The Client will not include the name of Colorado State University, nor of any member of CSU project staff or other employees, in any advertising, sales promotion, or publication without the prior written approval of the University.

9. **Default; Termination.** A party will be considered in default of its obligations under this Agreement if such party should fail to observe, to comply with, or to perform any term, condition, or covenant contained in this Agreement and such failure continues for 10 days after the non-defaulting party gives the defaulting party written notice thereof. In the event of default, the non-defaulting party, upon written notice to the defaulting party, may terminate this Agreement as of the date specified in the notice, and may seek such other and further relief as may be provided by law.
10. **Compliance with Laws.** Each party agrees to comply with all applicable federal, state and local laws, codes, regulations, rules, and orders.
11. **Assignment.** Neither party shall assign or transfer any interest in this Agreement, delegate any of its obligations, nor assign any claims for money due or to become due under this Agreement, without the prior written approval of the other party.
12. **Termination.** Each party shall have the right to terminate this Agreement upon not less than 60 days prior written notice to the other party. If notice is so given, this Agreement shall terminate on the expiration of the specified time period, and the liability of the parties hereunder for further performance of the terms of this Agreement shall thereupon cease, but the parties shall not be released from the duty to perform their obligations up to the date of termination.
13. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes any previous contracts, understandings, or agreements of the parties, whether oral or written, concerning the subject matter of this Agreement.
14. **Changes and Amendments.** No amendment to this Contract shall be valid unless it is made in a writing signed by the authorized representatives of the parties.
15. **Notices.** All notices required to be given under this Agreement shall be deemed given when delivered by certified mail, return receipt, or on the next business day following delivery by facsimile transmission if a facsimile telephone number is shown below, to the designated representatives of the parties. A party may change its designated representative or address at any time by giving written notice in the same manner as for any other notice. The initial representatives of the parties are as follows:

University:

Name: Dave Farmer
Dept: CSFS, Fort Collins District
5075 Campus Delivery
3843 W. LaPorte Ave
Colorado State University
Fort Collins, CO 80523
Telephone: (970) 491-8445
Fax: (970) 491-8645

Client:

Name: James Coors/Ann Pollock

Address: 1218 Sweetbriar Road
City, State, Zip: Madison, WI 53705
Telephone: (608) 231-3593

16. **Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in the District Court in and for the City and County of Denver, State of Colorado.

17. **Severability.** The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision. Any invalid or unenforceable provision shall be deemed severed from this Agreement to the extent of its invalidity or unenforceability, and this Agreement shall be construed and enforced as if the Agreement did not contain that particular provision to the extent of its invalidity or unenforceability.
18. **Ability to contract.** The parties represent, each to the other, that they are not subject to any restrictive obligations imposed by former or present clients or other persons that would impair their ability to perform their respective obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the dates set forth herein.

**THE BOARD OF GOVERNORS OF
THE COLORADO STATE
UNIVERSITY SYSTEM, ACTING BY
AND THROUGH COLORADO STATE
UNIVERSITY:**

VICE PRESIDENT FOR
ADMINISTRATIVE SERVICES:

By: _____
Name: _____
Title: _____
Date: _____

APPROVAL
By: David A. Farmer
CSFS Fort Collins District 12/17/03

By: _____
University Department Head or
Dean

By: _____
Contracts Manager (as required)

CLIENT:

By: James G. Coors
Name: Ann H. Pollock

Title: _____
Authorized Representative

Date: 1/14/04

If Corporation:

ATTEST:

By: _____ (SEAL)
Secretary

Notes to University Personnel:

This agreement is intended for use when providing services other than services which are research-related (such as 2-2 fund activities). For further information about when to use this form, contact the Contracts Manager at (970) 491-0561.

1. After obtaining signatures of the Client, University Department Head or Dean, and any Approvals you have added, send to the Office of Contracts Manager, 309 Administration Building, Fort Collins, CO 80523-6001.

2. A budget setting forth the estimated costs of performance and the expected revenues under this agreement must be submitted for review together with this contract. A business plan must be on file and an appropriate fund account established with the Business & Financial Services Dept. For more information, or to establish an account for this activity, contact Self-Funded Accounting at (970) 491-0512.

EXHIBIT A TO SERVICE AGREEMENT

Scope of Work

(Enter or attach a complete description of the work to be performed, including any supplies, deliverables or work product to be provided by University. Specify time and manner of performance as required. A project budget may be incorporated or attached in addition to the Scope of Work. Each page of each exhibit should be initialed by the signatories for the parties).

This *Service Agreement* grants access to the Colorado State Forest Service for the property identified above for project planning, project layout (including tree marking), and project administration as a partner in the Stringtown Gulch Fuels Treatment Project. As part of the Front Range Fuels Treatment Partnership, the Stringtown Project is a multi-jurisdictional, cross-boundary project involving private, state, and federal lands designed to reduce wildfire hazards. Anticipated activities include, but are not limited to, tree thinning, fuel breaks, and slash treatment.

Client authorizes the Colorado State Forest Service to pursue hiring of service contractor(s) to perform wildfire mitigation activities. With Client approval, the Colorado State Forest Service is authorized to award mitigation contracts to successful bidders. Authorized work will be completed at no cost to the Client.

No fuels treatment activity will occur on private property without consent of the property owner.

Exhibit A to Service Agreement

Initials:

CSU:



Client:

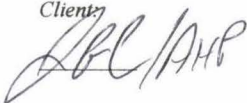


EXHIBIT B TO SERVICE ACT
PAYMENT SCHEDULE

[Enter here or attach a detailed statement of the dates and amounts for payments to be made under the Contract and any service milestones or deliverables attendant to such payments].

No payment is required for the services listed above.

Exhibit B to Service Agreement

Initials:

CSU:

DAH

Client:

ABC / AHP