

STATE OF COLORADO

STATE BOARD OF LAND COMMISSIONERS

Front Range District Office
600 Grant Street, Suite 640
Denver, CO 80203
Phone: (303) 861-3702



Managing
State Trust Lands
Since 1876

Governor
John W. Hickenlooper

Department of Natural Resources
Mike King, Executive Director

State Board of Land Commissioners
Bill Ryan, Director

December 21, 2012

Surrounding Land Owner
Crystal Mountain Area
Larimer County, Colorado

Re: Notification of Unauthorized Use/Trespass on State Trust Land

Dear Surrounding Land Owner:

The State Board of Land Commissioners ("Board") is issuing this notice to inform land owners in the vicinity of the state trust land parcel commonly known as **Crystal Mountain (Township 6 North, Range 72 West, Section 36 – See Attached Map)** that this specific parcel is private property. Access and use of the property is not permitted without prior written authorization of the Board. Any use of this property, including hiking, hunting, and use of existing roadways and trails, is trespass. You must secure the proper authorization prior to any use.

The section of land (640-acre parcel) identified on the attached map is owned and managed by State Board of Land Commissioners. It is one of many unique land parcels granted to the State of Colorado in 1876 by the United States Congress for the specific purpose of generating revenue for one of eight (8) public trusts. The largest trust, encompassing 94% of all state trust land, is the School Trust (K-12 public education).

State trust land is different from other government owned land in that it's managed as private property. The Board generates revenue from its land holdings through the issuance of private leases for specific uses, most commonly grazing. Because our lessees pay for the privilege to use trust land, they are the only individuals authorized to use these properties. We ask that as a private landowner to you respect the nature of this parcel and refrain from using it. If you access the property without authorization, you are committing trespass and legal action can be taken.

If you would like to discuss the possibility of acquiring a private lease or permit for this property, please visit our website at www.trustlands.state.co.us or contact the Front Range District Office at (303) 861-3702 for more information.

Sincerely,

David Rodenberg
Front Range District Manager

CC: Larimer County Sheriff

Larimer County Board of County Commissioners
United States Forest Service, Canyon Lakes Ranger District, Roosevelt National Forest

General Frequently Asked Questions

What are state trust lands?

Colorado's 3 million surface acres of state trust lands were given to the state by the federal government in 1876 for specific purposes, such as the support of "common schools" –and to this day the lands are leased for ranching, farming, mineral and oil and gas production and other uses. Proceeds are used to support eight trusts, the largest of which benefits kindergarten-12th grade education in the state. All trust lands are managed by the Colorado State Board of Land Commissioners, a division of the Department of Natural Resources. The agency is overseen by a five-person board and has a staff of 34 people and a budget of around \$3.8 million a year.

In November 1996, the voters passed a Constitutional amendment that changed the structure and mission of the State Land Board (SLB). The amendment did a number of things:

- Reaffirm that the School Trust (93 percent of the state trust lands) is an intergenerational trust to be managed for the long-term benefit of public schools;
- Set the revenue benchmark as "reasonable and consistent income over time." (Prior to the amendment, the Constitution had been interpreted as directing the SLB to maximize revenue);
- Mandated that the Board place a high priority on good stewardship of state trust lands, so that they can benefit future generations of Colorado schoolchildren;
- Created a 300,000-acre Stewardship Trust of lands that are to receive special stewardship attention, and are protected from sale or development unless four of the five Land Board members vote to take them out of the trust.

Where are state trust lands located?

If you look at a map that shows state trust ownership (most often shown in dark blue), you will notice that in many parts of the eastern plains there is what looks like a blue checkerboard pattern. In other places, especially the far western portion of the state, the blue blotches are bigger, and there are large areas where there are no blue squares at all. That is because the federal government granted Colorado sections 16 and 36 in each township, except in areas where there were already claims to those lands. (Example: Costilla County, which was subject to a Spanish land grant; counties like Montrose and Delta, which were then part of the Ute Indian Reservation; and counties like Summit, where there was already a lot of mining activity.) The feds then gave the state larger blocks of land in areas where there weren't prior claims.

How are state trust lands managed?

Because the agency has a very small staff, state trust lands are managed through leases to individuals, companies and government agencies who pay for the privilege of using state trust lands in specific ways. Common uses that lands are leased for include grazing, farming, mining and oil and gas production. The Board also issues rights of way, easements and road access permits.

Can I hike, mountain-bike or bird-watch in state trust lands?

Because the SLB's first responsibility is to its beneficiaries, state trust lands are not "public" in the same way that lands owned by the U.S. Forest Service and the Bureau of Land Management are. Unless a local of state agency or a private individual has come forward and offered to pay for the right to have recreational use of a particular piece of state trust land-and taken responsibility for managing that recreation-the land is just as off limits to the public as a piece of private land.

Some large blocks of state trust land are open for recreation. For example: The SLB's 72,000-acre Colorado State Forest, west of Fort Collin in Jackson County, is managed for recreation by Colorado State Parks.

I hear there is low-cost government land available for purchase in Colorado. Is this true?

The federal Homestead Act has long been repealed. You can contact the U.S. Bureau of Land Management: <http://www.blm.gov/> and the U.S. Forest Service: <http://www.fs.fed.us/index.html> directly about their policies.

For a list of Colorado state trust lands that are currently being offered for exchange or sale: <http://www.trustlands.state.co.us/NewsandMedia/Pages/NewsandNotices.aspx>. Because of our fiduciary responsibilities, when we do decide to dispose of land, it is sold only at fair market value.

What is the process for filing a Colorado Open Records Request?

Send a written request (include your contact information and requested documents) to:

**State Board of Land Commissioners
CORA Manager
1127 Sherman Street, Suite 300
Denver, CO 80203-2206
FAX: 303-866-3152**



STATE TRUST LAND
CRYSTAL MOUNTAIN PARCEL
 TOWNSHIP 6 NORTH RANGE 72 WEST SEC 36
 (NOT OPEN FOR PUBLIC USE)

Map Legend

-  Larimer County Parcels
-  Township
-  Section

State Trust Land - Crystal Mountain Parcel
 Township 7 North, Range 72 West, 6th Principal Meridian
 Section 36 (+/- 640 Acres)

Larimer County, Colorado



Colorado State Forest Service PRESCRIBED FIRE PLAN



Project Name:	Crystal Mountain State Land Piles
Landowner:	State Land Board
District:	Fort Collins
Pile or Broadcast:	Piles
Project Complexity:	Low

Prepared by:

Name:	Title:	Date:
Michael Hughes <i>Michael M. Hughes</i>	Asst. District Forester	3/16/06

Reviewed and Recommended by:

Name:	Title:	Date:
<i>Boyd Lebeda</i>	District Forester	3/23/06
<i>David A. Farmer</i>	Fire Management Field Coordinator	3/23/06

Approved by:

Name:	Title:	Date:
<i>David A. Farmer</i>	Prescribed Fire and Fuels Manager	3/23/06

Upon final approval, a copy of the burn plan will be provided to the CSFS Field Operations Supervisor.

This Prescribed Fire Plan is valid for five years from the final approval date.

NOTICE: The approved Prescribed Fire Plan constitutes a delegation of authority to burn. No one has the authority to burn without an approved plan or in a manner not in compliance with the approved plan. Actions taken in compliance with the approved Prescribed Fire Plan will be fully supported. Personnel will be held accountable for actions taken which are not in compliance with elements of the approved plan regarding execution in a safe and cost-effective manner.

FIRE OUT CERTIFICATION

This certifies that all fire in the project area is out, and further patrol and/or mop-up activities are no longer needed. Projects with multiple units burned or multiple burn dates may require additional copies of Fire Out Certification forms. Once a burn is declared out, a copy of the signed Fire Out Certification form will be sent to the Prescribed Fire and Fuels manager within 24 hours.

SIGNED: <i>Michael M. Hughes</i>	TITLE: <i>Asst. District Forester</i>	DATE: <i>3/17/08</i>
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PRESCRIBED FIRE PROJECT OBJECTIVES	PROJECT NAME:	Crystal Mountain Piles	PREPARED BY:	Mike Hughes
	BURN UNIT(s):	One unit	DATE PREPARED:	3/16/06

PLANNED IMPLEMENTATION SEASON:	Winter 2006
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RESOURCE MANAGEMENT OBJECTIVES (Objectives must be quantifiable):

Reduce Slash piles by 80%

SPECIFIC MANAGEMENT OR ADMINISTRATIVE CONSTRAINTS:

MANAGEMENT USE/TYPE OF PROJECT (Check all that are appropriate)

Fuel Reduction:	<input checked="" type="checkbox"/>	Range Improvement:	<input type="checkbox"/>	Pest Control:	<input type="checkbox"/>
Wildlife:	<input type="checkbox"/>	Silviculture:	<input type="checkbox"/>	Species Conversion:	<input type="checkbox"/>
Other (specify):	<input type="checkbox"/>	Other (specify):	<input type="checkbox"/>	Other (specify):	<input type="checkbox"/>

EST. TOTAL PROJECT COST:		EST. COST PER ACRE:	
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COMPLEXITY ELEMENTS WORKSHEET (Insert L, M or H Rating Value)			
ELEMENT	RISK	POTENTIAL CONSEQUENCES	TECHNICAL DIFFICULTY
1. POTENTIAL FOR ESCAPE	L	M	L
2. NUMBER AND DEPENDENCE OF ACTIVITIES	L	L	L
3. OFF-SITE VALUES	L	L	L
4. ON-SITE VALUES	L	L	L
5. FIRE BEHAVIOR	L	L	L
6. MANAGEMENT ORGANIZATION	L	L	L
7. PUBLIC AND POLITICAL INTEREST	L	L	L
8. FIRE TREATMENT OBJECTIVES	L	L	L
9. CONSTRAINTS	L	L	L
10. SAFETY	L	L	L
11. IGNITION PROCEDURES/METHODS	L	L	L
12. INTERAGENCY COORDINATION	L	L	L
13. PROJECT LOGISTICS	L	L	L
14. SMOKE MANAGEMENT	L	L	L
15. OTHER			
SUMMARY	L	L	L
COMPLEXITY RATING SUMMARY			
ELEMENT	OVERALL RATING		
RISK	L		
POTENTIAL CONSEQUENCES	L		
TECHNICAL DIFFICULTY	L		
SUMMARY COMPLEXITY DETERMINATION	L		
RATIONALE: If implemented under this prescription and done according to this burn plan, the project will safely meet the objective as planned.			
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SCHEDULING AND NOTIFICATION

IGNITION SCHEDULING

Season:	Winter 06'
Approximate Date(s):	March-April
Blacklining Planned Time of Day:	n/a
Main Ignition Planned Time of Day:	1000
Planned Length of Ignition Phase:	2 hours
Planned Length of Burnout Phase:	4 hours

PRESCRIBED FIRE NOTIFICATION LIST

PROJECT NAME: Crystal Mountain Piles	DATE:
LEGAL: T7N, R72W, Sec 36	
LATITUDE: 40 deg 53.17	LONGITUDE: -105 deg 40.92
GEOGRAPHIC REFERENCE:	

AGENCY	PHONE	CONTACT RESPOSIBILITY	COMPLETED DATE, TIME & INITIALS
FIRE DEPARTMENTS:			
Rist Canyon	Thru 900 Dispatch 970.416.1985	Burn Boss or Admin Assistant	
Loveland Rural	"	"	
SHERIFF'S OFFICE AND LOCAL DISPATCH:			
On-Call Emergency Services	Thru 900 Dispatch 970.416.1985	Burn Boss	
CSFS:			
CSFS Fire Division or FDO	970.491.6303	Burn Boss	Via Farmer
Zone FMFC – Farmer	970.491.8078	Burn Boss	3/27/06 BC'
FEDERAL AGENCIES:			
Zone Dispatch Centers - FTC	970.295.6800	Burn Boss	Via Internet
	Also via Internet submission		3/27/06 BC
OTHER AGENCIES:			

AIR QUALITY			
CDPHE-APCD	Per Permit Process	Burn Boss	3/27/06 BC
Local Health Contact AAA			
INDIVIDUALS			
Annemarie Chenoweth	(970) 493-2304	Burn Boss	
Roland Dixon	(970) 482-1989	"	
MEDIA			
JoAn Bjarko – North Forty News	970.221.0213	Burn Boss	

Public Information Plan and Needs
<p>Little public interest is expected. Information requests will be handled by Burn Boss.</p>
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40° 31.503'

105° 24.484'

GENERAL BURN AREA DESCRIPTION & SUMMARY	County:	Larimer	Legal Description:	T7N, R72W, Sec 36
	Latitude:	40 deg 53.17	Longitude:	105 deg 40.92
	BROADCAST BURN:		PILE BURN:	X
	Total Project Acres:		# of Piles:	11
	Maximum Allowable Acres:		# of Acres:	15

PROJECT SUMMARY

Describe the Following:

- 1 - General purpose(s) of the project as it relates to the overall management of the lands under jurisdiction of the agency.
- 2 - General project background.
- 3 - General risks associated with use of prescribed fire within the project area.
- 4 - Expected accomplishments.

- 1. Burn slash piles from past timber harvest
- 2. Sale continues with the addition of 2 -3 piles per year.
- 3. Uneven, persistent snow cover, high winds
- 4. Reduce all 15 piles by 80% of their volume

DESCRIPTION OF TOPOGRAPHY

(identify terrain features)

	Project Area	Adjacent Area
Description:	Crystal Mountain State Trust Land	Private land – northeast, southeast USFS land – west, north, south

UNIT DESCRIPTIONS:

UNIT NAME OR NUMBER	LATITUDE & LONGITUDE (CENTER OF UNIT)	ASPECTS	SLOPE RANGES (%)	ELEVATION (TOP)	ELEVATION (BOTTOM)	MAJOR FUEL MODELS	SIZE (ACRES)
1	Shown above	S & SW	0-10	8800	8500	2 and 9	15

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FUELS DESCRIPTION FOR BROADCAST BURNS													
(include descriptions of fuels adjacent to project area)													
BURN UNIT(s):	Project Area						Adjacent Area:						
Cover Type(s):													
% Cover	Grass		Shrub		Timber		Grass		Shrub		Timber		
Fuel Model(s):													
Fuel Loading:	<1/4"	1/4-1"	1-3"	3-9"	>9"	Total Dead	<1/4"	1/4-1"	1-3"	3-9"	>9"	Total Dead	
(tons per acre)													
Live Shrubs:													
Live Herbaceous													
Duff Depth:													
Surface Fuel Depth:													
Comments:													
Repeat as necessary for projects with multiple burn units.													
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FUELS DESCRIPTION FOR PILE BURNS									
(include descriptions of fuels adjacent to project area)									
BURN UNIT(s):	Crystal Mountain SL	SNOW	YES	X	NO		DEPTH	3" or more	
Adjacent Area Cover Type(s):	Meadows, Lodgepole pine and open Ponderosa pine								
Burn Unit Cover Type(s):	Lodgepole pine								
# of Piles:	11								
# of Acres:	15								
Average Pile Dimensions:	10X10X8								
Average Gross Pile Volume:	800								
Pile Composition by Size Class:	< 1/4"	1/4 to 1"	1 to 3"	3 to 9"	> 9"				
(List by Total % of Pile):	10	20	40	30	0				
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ACCEPTABLE WEATHER PARAMETERS* - Blacklining

UNIT NAME OR NUMBER	Temperature (range/desired)	Relative Humidity (range/desired)	Mid-Flame Wind Speed (range/desired)	Wind Direction (range/desired)	Cloud Cover (range/desired)	Other

ACCEPTABLE FUEL MOISTURE PARAMETERS* - Blacklining

UNIT NAME OR NUMBER	1-HR FM (range/desired)	10-HR FM (range/desired)	100-HR FM (range/desired)	1000-HR FM (range/desired)	Live FM (range/desired)	Other

ACCEPTABLE WEATHER PARAMETERS* – Burning

UNIT NAME OR NUMBER	Temperature (range/desired)	Relative Humidity (range/desired)	Mid-Flame Wind Speed (range/desired)	Wind Direction (range/desired)	Cloud Cover (range/desired)	Other
1	0-50 / 25	20-100 / 50	0-15 / 5	Any / E	Any / 0	

ACCEPTABLE FUEL MOISTURE PARAMETERS* – Burning

UNIT NAME OR NUMBER	1-HR FM (range/desired)	10-HR FM (range/desired)	100-HR FM (range/desired)	1000-HR FM (range/desired)	Live FM (range/desired)	Other
1	3-15 / 5	3-15 / 6	5-20 / 7	10 – 20 / 15	70 – 200 / 125	

ADJACENT AREA – CRITICAL PARAMETERS FOR HOLDING

UNIT NAME OR NUMBER	1-HR FM (range/desired)	10-HR FM (range/desired)	100-HR FM (range/desired)	1000-HR FM (range/desired)	Live FM (range/desired)	Mid-Flame Windspeed
1	3-15 / 5	3-15 / 6	5-20 / 7	10 – 20 / 15	70 – 200 / 125	0-15 / 5

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ACCEPTABLE FIRE BEHAVIOR PARAMETERS* - PILE Burn

UNIT NAME OR NUMBER	Wind Speed	Wind Direction	Snow Depth)	Scorch Height	Other
1	0-15	Any	3" or more	18'	

EXPECTED FIRE BEHAVIOR NARRATIVE (Pile Burn)

Piles are lacking fine fuels due to their age (5 - 6 years). May need extra diesel to get piles going. They may have a relatively slow start. Once started we expect rapid consumption due to dryness of piles.

* BEHAVE runs must be included in pile burn plans for the adjacent area only if burning without snow

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SMOKE MANAGEMENT

Application Process for Smoke Permit: Permits will be applied for and obtained prior to ignition per current Colorado Air Pollution Control Division regulations.

State Permit #:	FCS-06-088
Dates Valid:	CY 2006 when in prescription
Local Permit #:	N/A
Local Contacts:	N/A
Dates Valid:	N/A

Distance and Direction from Smoke Sensitive Areas

Sensitive Areas	Distance	Direction
1. Stove Prairie	5.5 mile	NE
2. Masonville	9.0 miles	SE
3.		
4.		
5.		

Visibility Hazards

None.

Residual Smoke Issues

Some down valley smoke drainage may occur at night.

Mitigating Measures

(the following steps will be taken to ensure that smoke is managed appropriately)

1. Monitor smoke production and dispersal of test burn
2. Igniting piles individually
3. Each pile will be monitored
- 4.
- 5.

Contingency Smoke Plan

Individual piles may be extinguished and mopped up if directed by the burn boss.

WORKFORCE & EQUIPMENT NEEDS	Burn Unit(s):	Crystal Mtn. State Land Piles	
	Burn Boss Type:	RXB3	
	Resource Advisor:	Hughes / Lebeda	
PERSONEL REQUIREMENTS	Blacklining	Broadcast	Pile Burn
Burn Boss	N/A	N/A	1
Ignitions Specialist	"	"	1
Holding Specialist	"	"	X BL
Firing Crew	"	"	2
PIO	"	"	
Safety Officer	"	"	
TOTALS			
EQUIPMENT REQUIREMENTS	Blacklining	Broadcast	Pile Burn
Engines	N/A	N/A	1 Type 6X
Drip torches	"	"	4 ea
Misc. Vehicles	"	"	Chase Truck
ATVs	"	"	
Portable Pumps	"	"	
TOTALS			
SUPPLY REQUIREMENTS	Blacklining	Broadcast	Pile Burn
Drip torch fuel/gals	N/A	N/A	20 gallons
Fusees	"	"	20
Drip Torches	"	"	4 ea
Radios	"	"	1 per person
TOTALS			

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PRESCRIBED FIRE SAFETY PLAN

Safety Zones and Escape Routes

Snow covered areas will prevent fire spread and be good safety zones and escape routes. If we have warm weather and the snow cover retreats, snow will persist under tree canopies longer than in meadows.
Areas that have burned and sufficiently cooled will also be safe zones.

Safety Hazards

1. Driving in snowy conditions
2. Heat from drip torch fuel and piles
3. Slippery footing

Mitigation of Safety Hazards

1. Drive slow, put vehicle in 4WD before you need it. Put on tire chains before you need them.
2. Make sure you have a route to back away from heat sources. Let piles burn down before going in to chunk them.
3. Take your time and watch your step.

Public Safety

Advise burn boss of guests to the burn area.

PRESCRIBED FIRE MEDICAL PLAN						
MEDICAL AID STATIONS, CLINICS, TRAUMA CENTERS OR HOSPITALS						
NAME OF CARE FACILITY	PHYSICAL ADDRESS	TRAVEL TIME (MINUTES) AIR / GND.		PHONE NUMBER	BURN CENTER (Check Y or No)	HELIPAD (Check Y or N)
Poudre Valley Hospital	2024 Lemay, Ft. Collins			970.484.1227	N	Y
N. Colo. Medical Center	1801 16 th , Greeley			970.352.4121	Y	Y
AIR AND GROUND PATIENT TRANSPORTATION						
NAME OF TRANSPORT AGENT	PHYSICAL ADDRESS			PHONE NUMBER	PARAMEDICS (Check Y or N)	
Rist Canyon VFD	Contact thru 900 Dispatch			970.416.1985		
Poudre Valley Hospital	Contact thru 900 Dispatch			970.416.1985		
Air Life	Contact thru 900 Dispatch			970.416.1985		
Flight for Life	Contact thru 900 Dispatch			970.416.1985		
MEDICAL EMERGENCY PROCEDURES						
<p>All major medical incidents will be reported through the appropriate zone dispatch center repeater channels - declare "Medical Emergency, please clear the air". Provide dispatch with the type(s) of injury, # of persons injured, and basic vital signs. Utilize on-site EMTs and/or first aid treatment to stabilize and comfort the patient(s). Medivac helispot(s) should be previously identified and will be a minimum of 100' X 100' in size and advise dispatch of obvious flight hazards (e.g. power lines). For minor injuries, transport the injured to the nearest medical facilities via project vehicles. Contact dispatch for logistical support. Relay to dispatch "Non-emergency" if appropriate. Note: Other helicopters may land at hospital helipads, however these hospital helipads often need a minimum of 10 minutes notice to clear the pad. Utilize zone dispatch for initial order of air-evac transportation.</p>						
DIRECTIONS FROM NEAREST MEDICAL FACILITY TO PROJECT VIA GROUND TRANSPORTATION						
<ol style="list-style-type: none"> 1. South on Lemay to Prospect 2. Right on Prospect to end (4 miles) 3. Left on Overland go ¾ mile to Co Rd. 42C 4. Left on Co Rd. 23 to Co Rd. 38E 5. Co Rd. 38E 8 miles to Masonville 6. Co Rd. 27 10½ miles to Co Rd. 44H 7. Left on CR Co Rd 44H 8½ miles to Forest Service Rd 344 (Crystal Mtn Rd.) 8. 2½ on Crystal Mtn. Rd. to green gate. 9. Burn site is approximately ¾ mile on road beyond gate. 						
LATITUDE / LONGITUDE AND GROUND CONTACT FREQUENCY OF PROJECT MEDIVAC HELISPOT						
LATITUDE:	40.5317 deg	LONGITUDE:	-105.4092 deg '	FREQUENCY:	172.325	
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PRESCRIBED FIRE IGNITION PLAN	BURN UNIT(s):	Crystal Mountain State Land Piles
IGNITION METHODS:	Drip Torch	
NARRATIVE OF IGNITION PLAN AND ASSIGNMENTS		
<p>Test burn the most down wind pile. If given go ahead by burn boss, ignite individually working into the wind.</p>		
SPECIAL INSTRUCTIONS		
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PRESCRIBED FIRE HOLDING PLAN	BURN UNIT(s):	Crystal Mountain State Land Piles
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NARRATIVE OF HOLDING PLAN AND ASSIGNMENTS

Given 3" or more persistent snow cover, holding actions should not be necessary.
 If snow retreats and burn boss determines that holding is necessary, then 2 firing crew members will become holding crew members with handtools and chainsaw (if necessary).

WATER SOURCES	DISTANCE TO WATER SOURCES
Sheep Creek	On Site
Rist Canyon Station #3	¼ mile east of Stove Prairie

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PRESCRIBED FIRE MOP-UP PLAN	BURN UNIT(s):	Crystal Mountain State Land Piles
INITIAL MOP-UP PLAN		
<p>Given 3" or more persistent snow cover, mop up actions should not be necessary. Piles will be allowed to burn down to meet consumption objectives. Piles may be mopped up due to smoke management concerns.</p>		
EXTENDED MOP-UP AND PATROL PLAN		
<p>A 24 hour check will be done by RXB2 or RXB3. RXB2 or RXB3 will make determination if any mop up is needed.</p> <p><i>Additional follow-up checks will be determined by RXB2 or RXB3. MJ 3-23-06</i></p>		
<p>CSFS #170 (Rev. 10/2005) - DRAFT</p>		

ESCAPED FIRE ANALYSIS & ACTION PLAN	BURN UNIT(s):	Crystal Mountain State Land Piles	
ASSESSMENT			
Escape is unlikely given the prescription			
THREAT TO LIFE & PROPERTY			
Low given the prescription			
ESCAPED FIRE TRIGGERS MECHANISMS			
ESCAPED FIRE TRIGGERS: 1. Loss of snow cover resulting in fire spread greater than 100 feet from piles.			
INITIAL ESCAPED FIRE ACTION PLAN			
<p>INITIAL ESCAPED PRESCRIBED FIRE ACTION PLAN: This plan is developed to consider the initial action response from fire and resource management personnel in the event the fire can no longer be managed as a prescribed burn. The events or conditions which lead the prescribed fire's command staff to make this determination in addition to an obvious escape outside of the MMA are called "Trigger Points" and must be identified. In the event a prescribed fire becomes a wildfire, the following procedures will be initiated:</p>			
<ol style="list-style-type: none"> 1. The Burn Boss will notify the appropriate Zone Dispatch Center and or Local Dispatch Center of the situation. 2. The Burn Boss/I.C. will notify the CSFS Prescribed Fire Specialist and Zone FMFC of the situation. The I.C. will keep them informed of all action taken. 3. The following table contains a list of recommended initial resources that may be ordered by the Incident Commander via the Zone Dispatch Center. These resource types and quantities are in-part derived from fire behavior calculations, risk assessments and holding force development processes, etc. It should be stressed to all personnel associated with the project that this list is only a guide and does not imply that these resources are required to implement the project. In many cases, professional judgment and experience may be utilized as well. This resource list is developed to aid the Incident Commander in providing the line officer in charge with a timely response to an escaped fire situation during the time period between the declaration of escape and the completion of the WFSA. 			
RECOMMENDED INITIAL RESOURCE ORDER			
SUGGESTED RESOURCE:	DESIRED RESPONSE TIME TO INCIDENT (HOURS):	SUGGESTED RESOURCE:	DESIRED RESPONSE TIME TO INCIDENT (HOURS):
Rist Canyon Type 3	30 minutes		
Loveland Rural Type6	60 minutes		
CSFS #170 (Rev. 10/2005) - DRAFT			

Prescribed Fire Monitoring Plan

Monitoring of the burn can occur through data collection at specific plots, photo-documentation, weather observations, fire behavior observations, and fire effects observations as outlined below. Significant fire effects research has already been completed for many of the fuel types found in this area. Generally photo-points and ocular estimates, coupled with existing fire effects research, are adequate to determine short term fire effects and the overall success of the burn.

Data Collection Plots:

Photo Documentation:

Weather Observations:

NWS spot weather forecast and observations taken on the day of the burn

Fire Behavior Observations:

Made by RXB2 or RXB3

First Order Fire Effects:

N/A

Long-term Monitoring:

N/A

CSFS #170 (Rev. 10/2005) - DRAFT

PRESCRIBED FIRE BRIEFING CHECKLIST

Note: This outline is designed to aid the Burn Boss in formatting his/her briefing to prescribed fire personnel prior to initiating a prescribed fire project.

- Burn Organization**
 - Organization Chart / Personnel Assignments
 - Equipment Assignments
 - Other Resources
- Burn Objectives**
- Description of Burn Area**
 - Review Map of Burn / Topographical Features / Acreage
 - Values at Risk
 - Problem Areas (Both inside and outside of burn units and MMA)
 - Roads & Access
 - Water Sources / Helispots / Staging Areas / etc.
 - Natural and man-made barriers
- Expected Weather & Fire Behavior**
 - Prescription parameters / Environmental parameters
 - Wind direction and speed
 - Relative humidity (maximums and minimums)
 - Temperature (maximums and minimums)
 - Fuel moisture
 - Atmospheric stability / Smoke dispersion
 - Predicted changes
- Communications**
 - Procedures
 - Frequencies / channels / cellular phones
 - Ignition Crew
 - Holding Resources
 - Dispatch
 - Aircraft
 - Cooperators / Others
- Firing Sequence**
 - Test burn
 - Ignition equipment (Type, number, etc.)
 - Pattern & Sequence of Firing (Map)
- Escaped Prescribed Fire Plan**
 - Stop-over vs. Escape (Trigger points)
 - Personnel assignments
 - Strategy
 - Tactics
- Safety**
 - Inspect PPE
 - LCES
 - Hazards (Footing, natural, man-made, smoke [visibility], etc.)
 - Potential problems
 - Review project specific medivac plan
 - Review Aviation Safety Plan if applicable

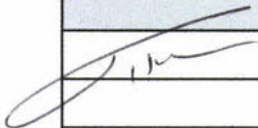
PRESCRIBED FIRE GO - NO - GO CHECKLIST	BURN UNIT(s):	
	DATE BURNED:	


CHECKLIST ITEMS (EACH ITEM MUST BE CHECKED EITHER YES OR NO)	YES	NO
A. Has the burn area experienced unusual drought conditions, changes in fuel conditions, or other changes that were not considered in the prescription development? If NO go to item 1, if YES go to item B.		X
B. Have the appropriate changes been made to the affected portions of the burn plan, and been approved in the Documented Changes to Approved Burn Plan form? If YES go to item 1, if NO stop.	X	
1. Are <u>ALL</u> fire prescription parameters met?	X	
2. Are <u>ALL</u> smoke management prescription parameters met, and/or has smoke management clearance been given for the project?	X	
3. Has a spot weather forecast been obtained? Have all weather prescriptions parameters been met?	X	
4. Are <u>ALL</u> personnel required in the Prescribed Fire Plan on site?	X	
5. Is <u>ALL</u> equipment required in the Prescribed Fire Plan in place and operational?	X	
6. Have <u>ALL</u> personnel been briefed on the project objectives and their assignments?	X	
7. Has <u>ALL</u> pre-burn preparation work been completed?	X	
8. Have <u>ALL</u> personnel been briefed on the safety hazards, communication plan, escape routes and safety zones?	X	
9. Have <u>ALL</u> the required notifications been made?	X	
10. Are the on-site resources adequate for containment under the expected conditions?	X	
11. In your opinion, can the burn be carried out according to plan and will it meet the planned objectives?	X	
12. Are there adequate initial attack resources available within the local or sub-geographic area?	X	

IF ALL THE QUESTIONS ABOVE HAVE BEEN ANSWERED "YES", YOU MAY PROCEED WITH INITIATION (LIGHTING) OF THE PROJECT!

IF ANY OF THE QUESTIONS ABOVE HAVE BEEN ANSWERED "NO", YOU WILL NOT INITIATE ANY ACTION UNTIL THE APPROPRIATE CORRECTIVE ACTIONS HAVE BEEN TAKEN OR UNTIL CONDITIONS ARE MORE FAVORABLE!

The following prescribed fire personnel have verified that the "GO-NO-GO" CHECKLIST **HAS BEEN MET!**

	Burn Boss	Date: 2/22/08	Time (24Hr): 1030
	Ignition Specialist	Date:	Time (24Hr):
	Holding Specialist	Date:	Time (24Hr):
		Date:	Time (24Hr):
		Date:	Time (24Hr):

TEST FIRE DOCUMENTATION	BURN UNIT (s):			
	DATE OF BURN:		2/22/08	
PLANNED LOCATION OF TEST FIRE				
PILE LOCATED NEXT TO ROAD BY SOUTH CATE.				
BURN DAY DOCUMENTATION				
WEATHER CONDITIONS ON SITE			RESULTS OF TEST FIRE	
50% cloud cover 20% RH 45° wind light & variable			GOOD COMBUSTION OF WOODY MATERIAL. MEETS REQ.	
Does the test fire meet prescription parameters?	YES	<input checked="" type="checkbox"/>	NO	<input type="checkbox"/>
COMMENTS				
SIGNED:		BURN BOSS		DATE:
				2/22/08

PRESCRIBED FIRE REPORT*	PROJECT NAME:		PREPARED BY:	
	BURN UNIT(s):		DATE BURNED:	

PERSONNEL ASSIGNED	OPERATION POSITION	EQUIPMENT ASSIGNED

WEATHER CONDITIONS - Blacklining

UNIT NAME OR NUMBER	Temperature	Relative Humidity	Mid-Flame Wind Speed	Wind Direction	Cloud Cover	Haines	Other

WEATHER CONDITIONS - Burning

UNIT NAME OR NUMBER	Temperature	Relative Humidity	Mid-Flame Wind Speed	Wind Direction	Cloud Cover	Haines	Other

OBJECTIVE ACHIEVMENTS

--

RECOMMENDATIONS FOR FUTURE BURNING

--

TOTAL ACRES BURNED:	
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CERTIFIED BY:	
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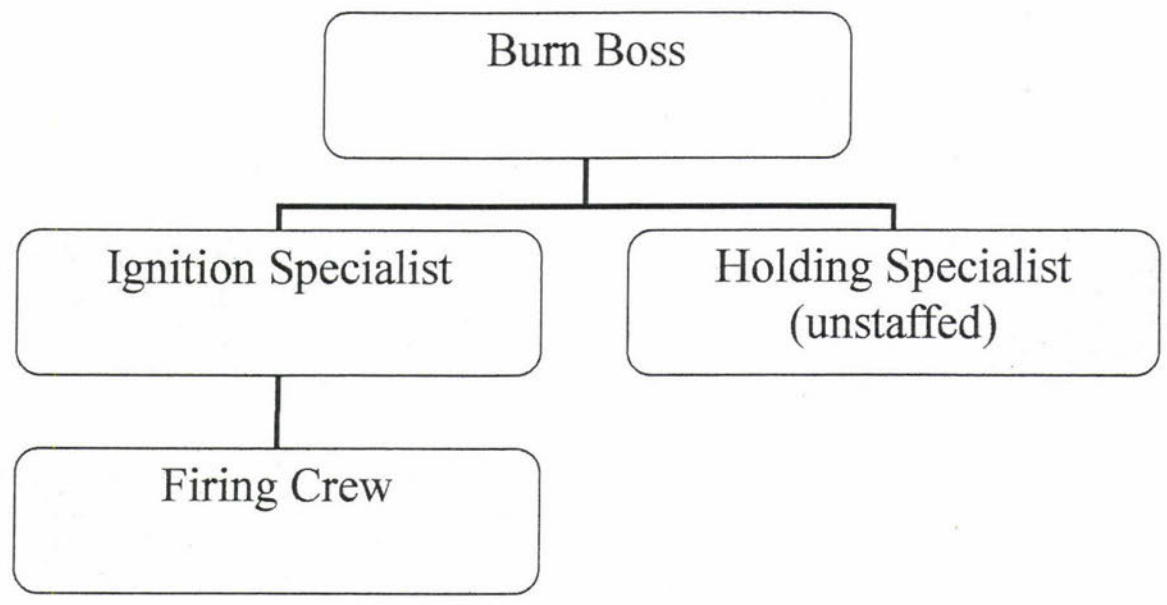
*The Prescribed Fire Report and Actual Project Costs forms must be completed and submitted to the Prescribed Fire and Fuels Manager within 30 days of burn.

A

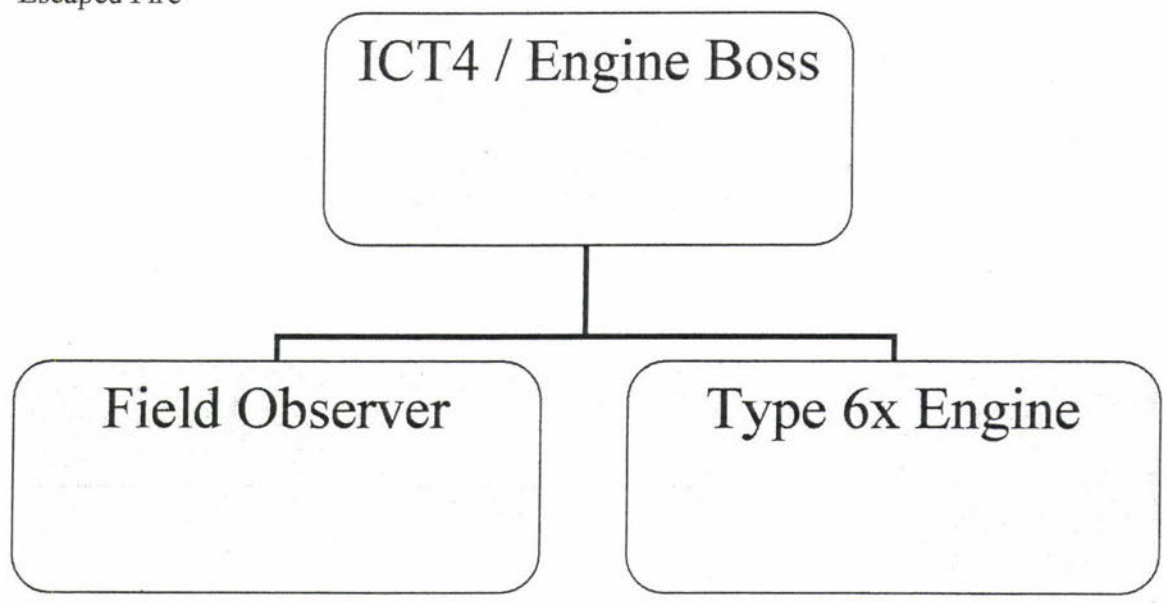
Documented Changes to Approved Burn Plan			
Burn Unit(s):		Date:	
Action:			
Reason:			
Burn Boss' Comments and Date:			
Fire Division Comments and Date:			
Reviewed and Approved by:			
Name:		Title:	Date:
		District Forester	
		Prescribed Fire and Fuels Manager	

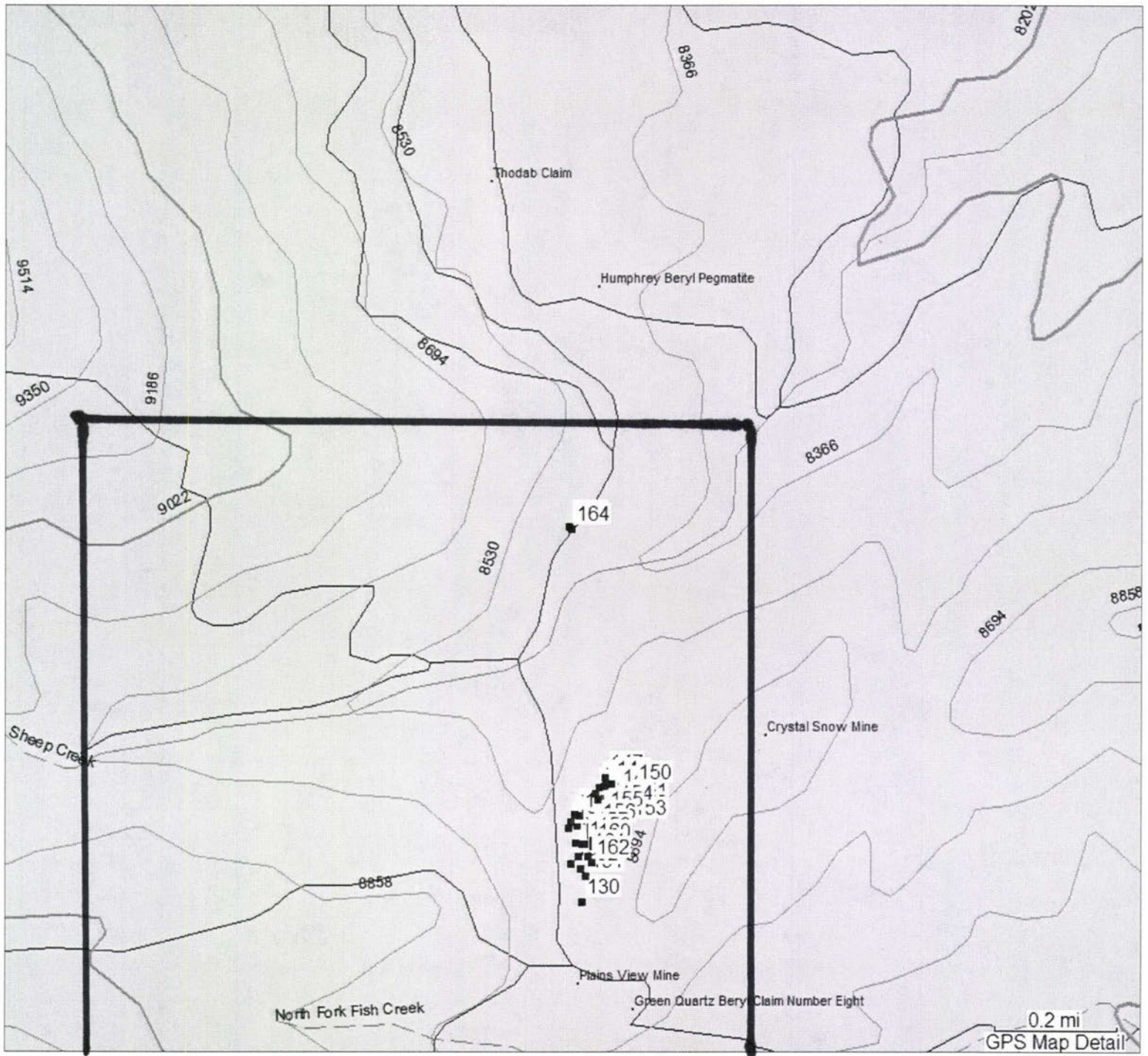
Documented Changes to Approved Burn Plan			
Burn Unit(s):		Date:	
Action:			
Reason:			
Burn Boss' Comments and Date:			
Fire Division Comments and Date:			
Reviewed and Approved by:			
Name:		Title:	Date:
		District Forester	
		Prescribed Fire and Fuels Manager	

Prescribed Fire

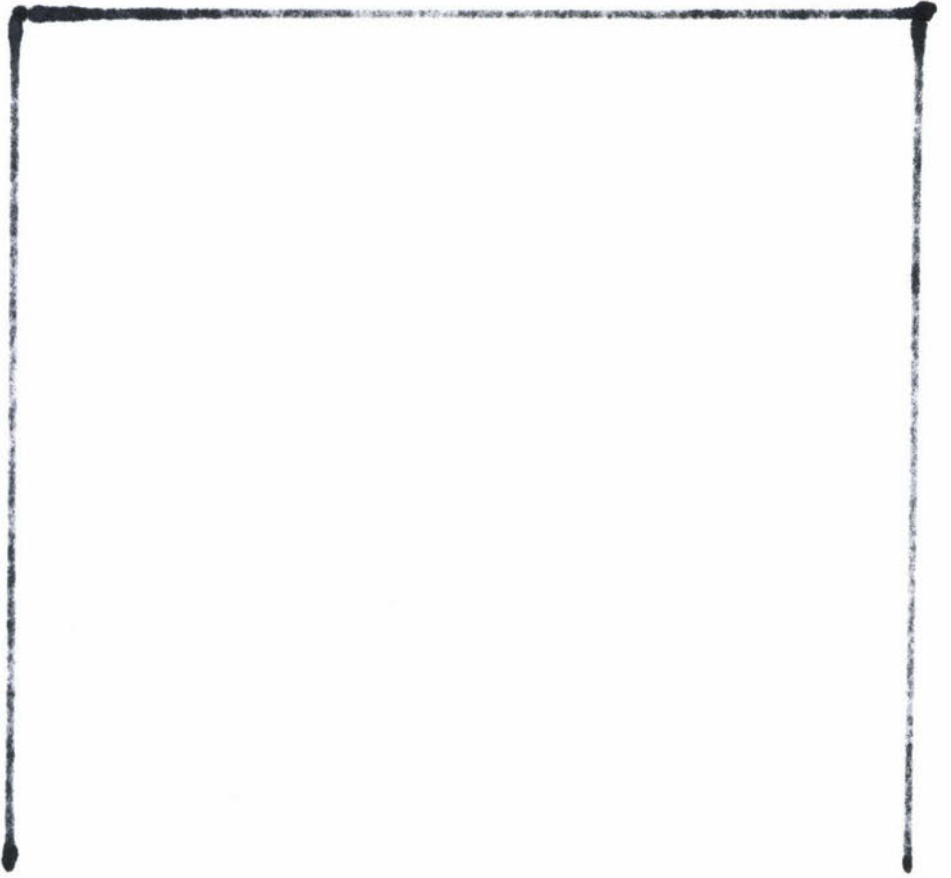


Escaped Fire





Crystal mtn. SC. Pile Barn
32 Piles

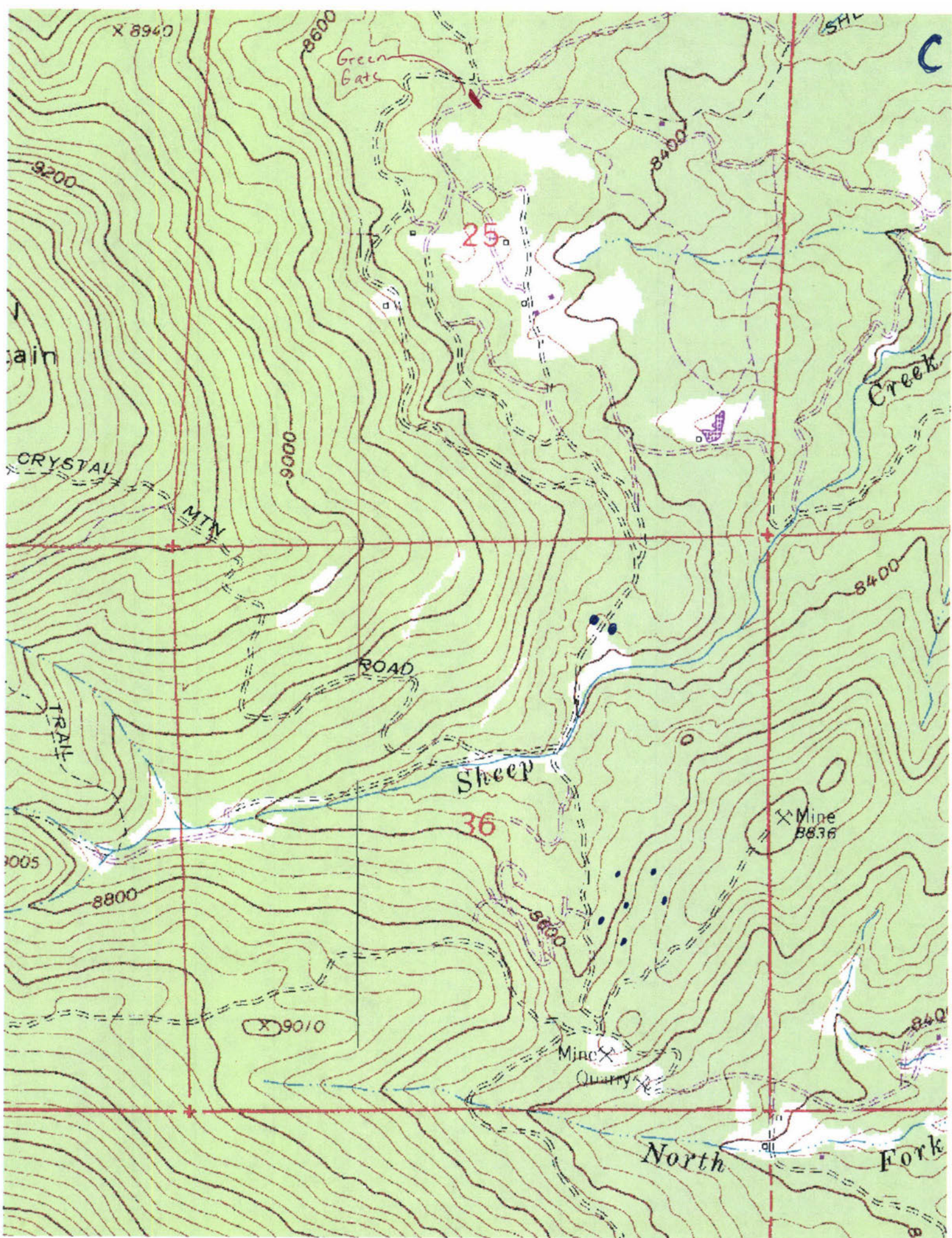


25 files
Capital Water. DC. file Bm

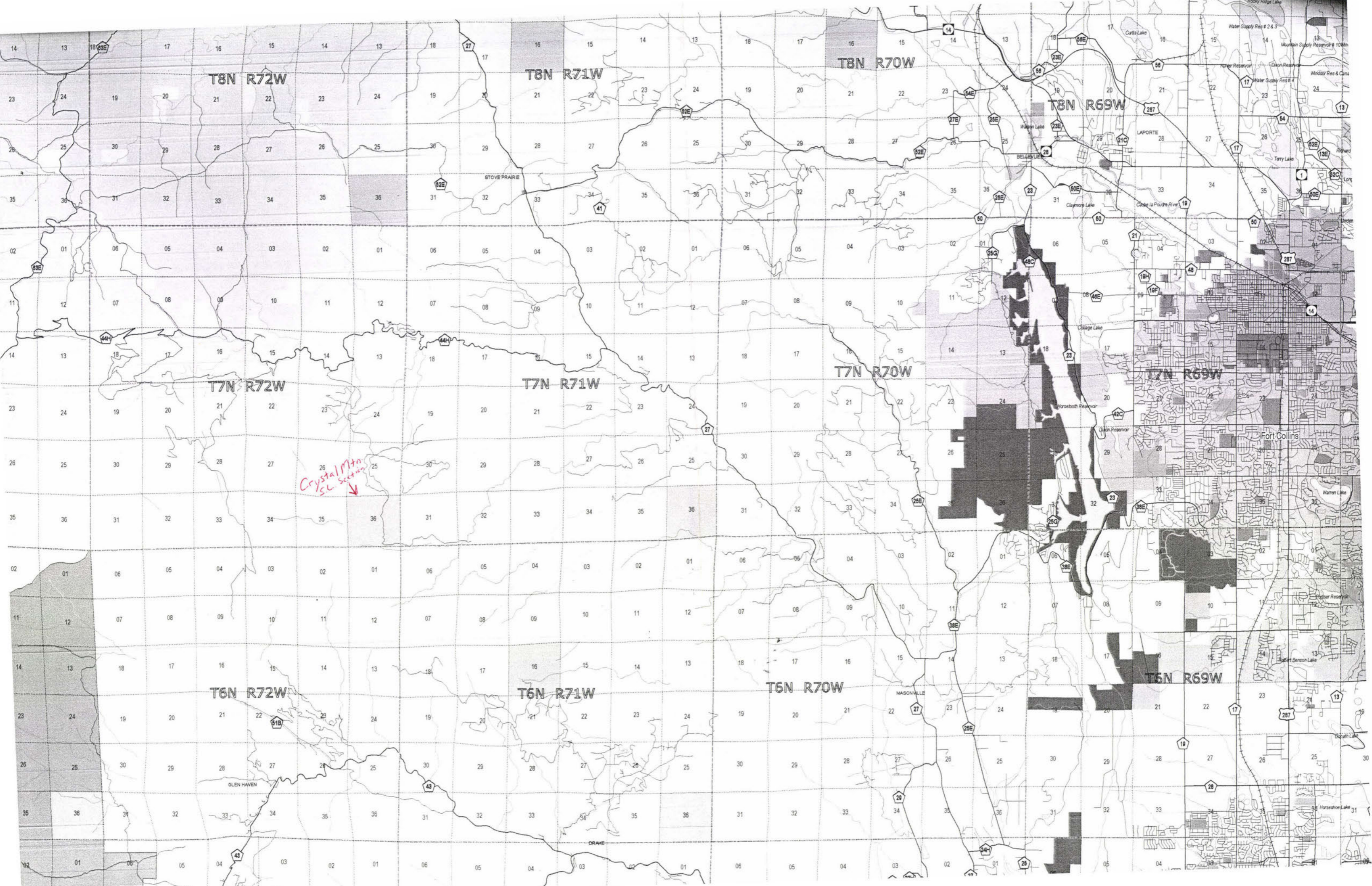


Crystal Mtn se Pile Burn
Pile in Patchcut

Crystal water & Pile Basin
Pile in Petcher cut



• Pile Locations



T8N R72W

T8N R71W

T8N R70W

T8N R69W

T7N R72W

T7N R71W

T7N R70W

T7N R69W

*Crystal Mtn
SL Section*
↓

T6N R72W

T6N R71W

T6N R70W

T6N R69W

STOVE PRAIRIE

Warren Lake

Belleville

Claymore Lake

College Lake

Horseshoe Reservoir

Dixon Reservoir

MASONVILLE

GLEN HAVEN

DRAKE

Fort Collins

Warren Lake

Evester Reservoir

Budget Benson Lake

Sagehen Lake

Horseshoe Lake

Rocky Ridge Lake

Mountain Supply Reservoir # 10Mn

Windsor Res & Canal

Water Supply Res # 24.3

Kramer Reservoir

Dixon Reservoir

Water Supply Res # 4

Richard

Terry Lake

Long

Moden

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**Form SMP-A
OPEN BURNING PERMIT APPLICATION
PRESCRIBED FIRE PROJECTS**

RECEIVED

DEC 23 2005

BURN NAME: Crystal Mountain SL Piles **COUNTY:** Larimer

RENEWAL? No y FCS-05: 332 **LOCATION:** T7N, R72W, Sec. 36
Indicate Old Permit Number *T,R,S or Lat/Long*

ADMINISTRATIVE UNIT ID: COS
See **Info Sheet I** for a list of IDs. Include all IDs for multiple agency burns. Private landowner use PVT.

CONTACT PERSON: Boyd Lebeda **PHONE:** 970.491.8445

Complete Address, Email Address, Fax and Cell Phone fields **ONLY** if this is your first submittal or info has changed.

ADDRESS: 5075 Campus Delivery, CSU, Fort Collins, CO 80523-5075 **CELL:** 970.222.8693

EMAIL ADDRESS: blebeda@lamar.colostate.edu **FAX:** 970.491.8645

BILLING INFORMATION: *If multiple agencies to be billed, please indicate the percentage for each. Otherwise, the administrative unit listed above will be billed 100%.*

Agency	Percentage	Agency	Percentage

LANDOWNER: SLB YES
Complete **ONLY** if different than Agency to be billed Does this Landowner/Agency own or manage ≥10,000 acres in Colorado? NO

MANAGEMENT USE/TYPE OF PROJECT:

Check appropriate use/uses

NATURAL FUEL REDUCTION	<input type="checkbox"/>	SPECIES CONVERSION	<input type="checkbox"/>	SITE PREP	<input type="checkbox"/>
ACTIVITY FUEL REDUCTION	<input checked="" type="checkbox"/>	RANGE IMPROVEMENT	<input type="checkbox"/>	WILDLIFE	<input type="checkbox"/>
HAZARDOUS FUEL REDUCTION	<input type="checkbox"/>	PEST CONTROL	<input type="checkbox"/>	OTHER	<input type="checkbox"/>

REQUESTED WIND DIRECTIONS: any e.g.: any, N-E-SW, all but NW... Precise to 2 letters.

REQUESTED SPECIAL CONDITIONS, if any: _____

SMOKE SENSITIVE AREAS	MILES FROM BURN	DIRECTION FROM BURN (compass direction or degrees)	MAIN CONCERN(S) Day=D, Night=N, Both=B
Crystal Mtn Subdivision	1.5	NE	D
Roland Dixon Property	1	ESE	B

Permit Number: FCS --- 06 --- 088

E

ATTACHMENT A: PROJECT BUDGET ESTIMATES

Georges Gulch Piles

A. Equipment Expenses

Equipment Type	Number	Units (hours/days)	Total Units	Unit Cost	Total Cost
1. Preparation					
4x4 CSFS Truck	1	1	1	25.00	25.00
				Total Cost :	25.00
2. Burning					
4x4 CSFS Pickup	1	1	1	25.00	25.00
Drip Torches	4	1	1	47.00	47.00
Chainsaw	1	1	1	25.00	25.00
				Total Cost:	97.00
3. Holding					
Type VI Engine	1	6	6	34.00	204.00
				Total Cost:	204.00
4. Mop-Up					
				Total Cost:	0.00
ALL EQUIPMENT				TOTAL COSTS:	326.00

B. Personnel Expenses

Personnel Type or Name	Number	Hours	Total Hours	Unit Cost	Total Cost
1. Preparation					
CSFS Personnel - plan prep	1	4	4	30.00	120.00
CSFS Personnel - field work	1	4	4	30.00	120.00
				Total Cost :	240.00
2. Burning					
Burning Personnel	2	6	12	30.00	360.00
Burn Boss	1	6	6	30.00	180.00
Holding Specialist	0	0	0	30.00	0.00
Ignition Specialist	1	6	6	30.00	180.00
				Total Cost:	720.00
3. Holding					

Engine Personnel	0	1	1	30.00	30.00
Other Holding Personnel	0	1	1	30.00	30.00
				Total Cost:	60.00
4. Mop-Up					
Engine Personnel	0	1	0	30.00	0.00
Other Mop-up Personnel	0	1	1	30.00	30.00
				Total Cost:	30.00
ALL PERSONNEL				TOTAL COSTS:	1,050.00

C. Other Expenses

Item	Number	Unit	Total Units	Unit Cost	Total Cost
Burn Mix	1	20	20	2.91	58.20
Fusees	1	0.25	0.25	75.00	18.75
Office & copying supplies	1	1	1	20.00	20.00
Smoke Permit Fees	1	1	1	250.00	250.00
ALL OTHER EXPENSES				TOTAL COSTS:	346.95

D. Total Project Expenses

Caegory	Cost
Equipment	326.00
Personnel	1,050.00
Other	346.95
TOTAL EXPENSES	TOTAL COSTS: 1,722.95

F. Funding Sources:

1. Contract/Agreement(s)	Amount
Contract #1: 999870-0641	400.00
Contract #2:	
	TOTAL: 400.00
2. CSFS Expenses:	
Account #1:	
Account #2:	
3. Net Project Expenses:	-1,322.95

A.1

? What is preparation?

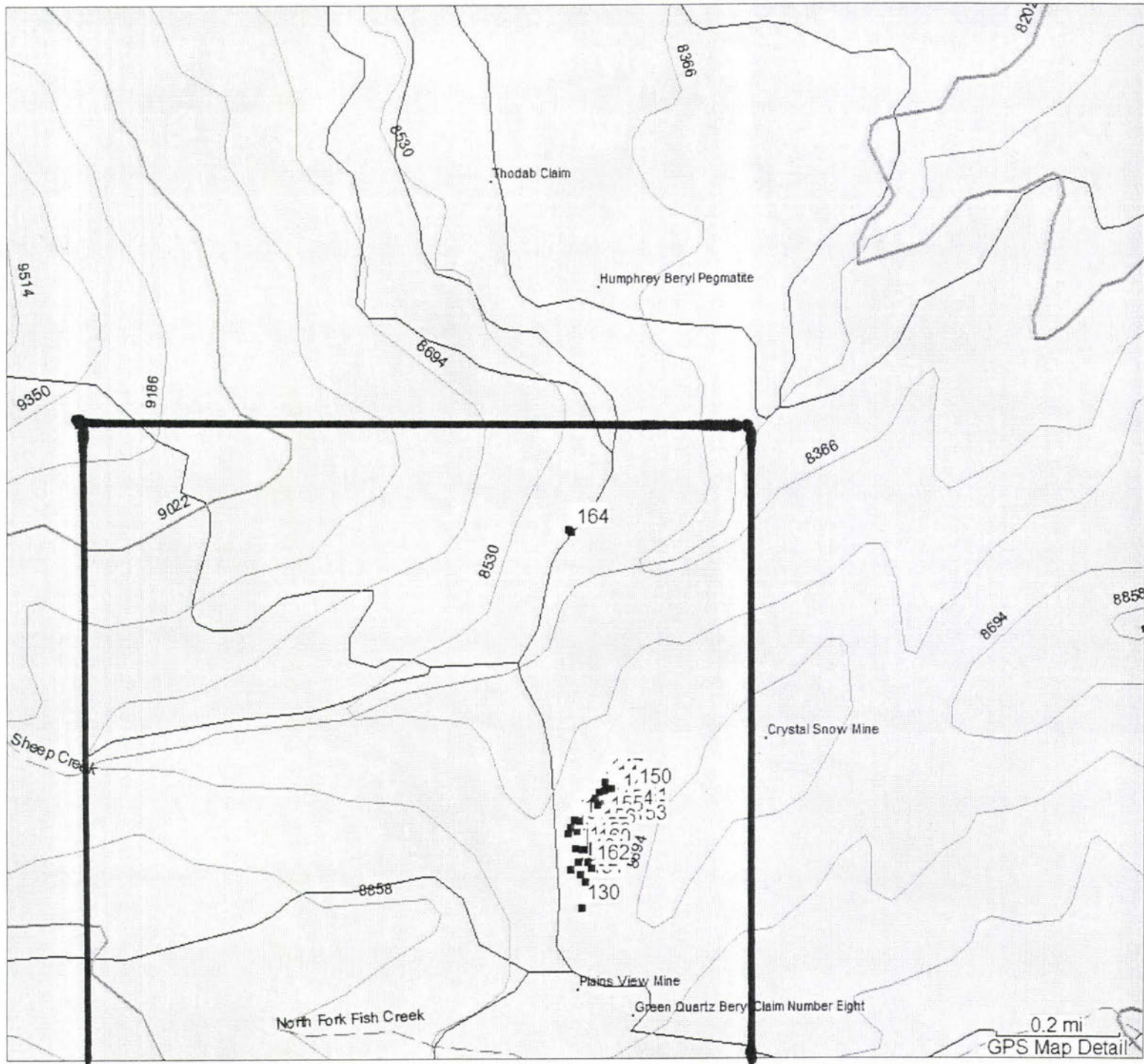
Plan development and field work

Prep and monitoring

Blacklining

A.4

What is Mop-Up



Crystal mtn. SC. Pile Barn
32 Piles



Crystal Mtn se Pile Burn
Pile in Patchcut

**Form SMP-A
OPEN BURNING PERMIT APPLICATION
PRESCRIBED FIRE PROJECTS**

RECEIVED
NOV 04 2005

BURN NAME: Crystal Mountain SL Piles **COUNTY:** Larimer

RENEWAL? No **LOCATION:** T7N, R72W, Sec. 36
Indicate Old Permit Number *T,R,S or Lat/Long*

ADMINISTRATIVE UNIT ID: COS
See Info Sheet I for a list of IDs. Include all IDs for multiple agency burns. Private landowner use PVT.

CONTACT PERSON: Boyd Lebeda **PHONE:** 970.491.8445

Complete Address, Email Address, Fax and Cell Phone fields ONLY if this is your first submittal or info has changed.

ADDRESS: 5075 Campus Delivery, CSU, Fort Collins, CO 80523-5075 **CELL:** 970.222.8693

EMAIL ADDRESS: blebeda@lamar.colostate.edu **FAX:** 970.491.8645

BILLING INFORMATION: *If multiple agencies to be billed, please indicate the percentage for each. Otherwise, the administrative unit listed above will be billed 100%.*

Agency	Percentage	Agency	Percentage

LANDOWNER: SLB YES
Complete ONLY if different than Agency to be billed Does this Landowner/Agency own or manage ≥10,000 acres in Colorado? NO

MANAGEMENT USE/TYPE OF PROJECT:
Check appropriate use/uses

NATURAL FUEL REDUCTION	<input type="checkbox"/>	SPECIES CONVERSION	<input type="checkbox"/>	SITE PREP	<input type="checkbox"/>
ACTIVITY FUEL REDUCTION	<input checked="" type="checkbox"/>	RANGE IMPROVEMENT	<input type="checkbox"/>	WILDLIFE	<input type="checkbox"/>
HAZARDOUS FUEL REDUCTION	<input type="checkbox"/>	PEST CONTROL	<input type="checkbox"/>	OTHER	<input type="checkbox"/>

REQUESTED WIND DIRECTIONS: any *e.g.: any, N-E-SW, all but NW... Precise to 2 letters.*

REQUESTED SPECIAL CONDITIONS, if any: _____

SMOKE SENSITIVE AREAS	MILES FROM BURN	DIRECTION FROM BURN (compass direction or degrees)	MAIN CONCERN(S) Day=D, Night=N, Both=B
Crystal Mtn Subdivision	1.5	NE	D
Roland Dixon Property	1	ESE	B

Permit Number: FCS -05 - 332

**Form SMP-A, cont.
OPEN BURNING PERMIT APPLICATION
PRESCRIBED FIRE PROJECTS**

for BROADCAST BURNS only:

PROPOSED BURN DATES: _____
Month or season is sufficient, but dates must be in the same calendar year

MAX. TOTAL ACREAGE: _____ AND MAX. DAILY ACREAGE: _____

PREDOMINANT NFDRS FUEL MODEL: _____ BRIEF DESCRIPTION OF FUELS: _____
Models A-U (See Info Sheet II for brief description.)

IGNITION METHOD(S): HAND ONLY _____ AERIAL ONLY _____ BOTH _____

SMOKE RISK RATING: *Attach Colorado Smoke Risk Rating Worksheet, Form SMP-B
 For Categories III and IV, also attach map of expected lofted and drainage smoke flow.*

Category I _____ Category II _____ Category III _____ Category IV _____

FUEL MOISTURE PRESCRIPTIVE ELEMENT:
This section to be completed for projects with Category III or IV Smoke Risk Rating.

	Measurement Method <i>Indicate method to be used.</i>	Minimum Fuel Moisture (%)
3-8" diameter logs (1000-hr fuels)	Sampled	
	Calculated	

for PILE BURNS only:

YEAR REQUESTING PERMIT FOR: 2005
*Permits for pile burns will be valid from January 1 to December 31. Permits issued after January 1 will be effective on issue date.
 Submittal of Form SMP-B and modeling output with the application packet are no longer required. APCD may request modeling for specific projects.*

TOTAL NUMBER OF PILES: 7 AVERAGE VOLUME PER PILE (FT³): 1800 *707 cubic ft*

DAILY NUMBER OF PILES: 7 15x15x8

1000-hr+ FUEL AS % OF VOLUME: 30 *Can round to the nearest 10%, % of logs >3" in diameter.*

HAND PILES: _____ OR MACHINE PILES: X *Built entirely or partly by machine.*

DISTANCE TO NEAREST OCCUPIED RESIDENCE: .5 *Provide whole miles if distance ≥2, tenths if less.*

Applicant Signature: /s/ Boyd O. Lebeda Date: November 4, 2005

Summary Conditions:
 Maximum Smoke Dispersion Excellent Minimum Smoke Dispersion Fair
 Minimum Wind Direction Any *see standard conditions* Maximum Wind Direction Any (Clockwise)

Approved by [Signature] Date: 7 Nov 05 Permit Number: FCS-05-332
 Colorado APCD:

Form SMP-A Colorado Air Pollution Control Division
*Standard pile permit category to use despite actual volume:
 less than one mile from homes and
 301-500 ft³ per pile*



Colorado Department
of Public Health
and Environment

Permit Number: FCS-05-332

Burn Name: Crystal Mountain SL Piles

Permit Conditions - Piles

March 23, 2005

Air Pollution Control Division / Technical Services

General Permit Conditions:

Notify the public at least 24 hours but no more than 120 hours before each burn. Include a person that the public may contact regarding the burn.

Notify the Local Air Quality Contact (usually the local health department) before ignition.

Submit **Form SMP-D, Notification of Ignition**, 2-48 hours before ignition.

Submit **Form SMP-E, Daily Actual Fire Activity** by 10:00 a.m. the following day.

Whether or not fire activity occurs under this permit during the calendar year, submit **Form SMP-F, Annual Actual Fire Activity** by the following March 1.

Fire must be able to be extinguished if adverse smoke impacts develop at any smoke sensitive receptor. If this condition is not met and adverse impacts develop, APCD may rescind this permit immediately.

If the piles are in the Front Range area affected by red-blue days and open burning forecasts, those requirements must be met in addition to general pile burning weather conditions described below. See <http://apcd.state.co.us/smoke/prescribed/ppb.doc>.

For the maximum number of piles that may be burned and other conditions, see over.

Piles may be burned under this permit only if:

- Ignition occurs during a snowstorm (indicated by visibility of 1 mile or less) OR
- The National Weather Service forecasts the day's maximum dispersion adjective as fair or higher OR
- One-minute average on-site eye-level wind speeds are:
 - 4(+) mph measured before ignition AND
 - also 4(+) mph measured at least 15 minutes later, during which delay one test pile may be burned.

APCD may revise permit conditions at any time, as circumstances warrant.

Please call Coleen Campbell at 303-692-3224 if you have questions or comments on your permits.

Permit Number _____

Maximum Number of Piles To Burn At Once¹

Greenest material in pile must be cut at least 12 months before ignition. Otherwise, see specific permit.

<u>volume per pile</u>	<u>if closest occupied² residence at least one mile away</u>	<u>if closest occupied residence < 1 mile away</u>
≤ 300 ft ³	100 piles	smaller of 75 piles or the number that people on site could extinguish within 2 hours Also: Complete ignition at least 2 hours before sunset. Also: Chunk each pile at least once. Complete first chunking at least 1 hour before sunset.
301 - 500 ft ³	75 piles	smaller of 50 piles or the number that people on site could extinguish within 3 hours Also: Complete ignition at least 3 hours before sunset. Also: Chunk each pile at least once. Complete first chunking at least 1 hour before sunset. Also: Any wind direction is approved during a snowstorm. Otherwise, any wind direction is approved unless marked: _____ through _____ to _____, clockwise.
501 - 9,999 ft ³	12,000 ft ³ total; or 50,000 ft ³ if > 5 miles from homes	See specific permit.
10,000 (+)ft ³		See specific permit.

¹ The maximum number of piles that may be producing smoke at any one time (per 'wave').

² For piles > 300 ft³ each, the home may not be occupied during either the day of burning or the following night. Only for piles ≤ 300 ft³ each, if a residence is vacant during the burn day it may be considered to be unoccupied. If there are so few residences within one mile that burners talk with every household in advance and none has unmitigated smoke concerns, those residences also may be considered 'unoccupied.'

**Form SMP-A
OPEN BURNING PERMIT APPLICATION
PRESCRIBED FIRE PROJECTS**

RECEIVED

NOV 04 2005

BURN NAME: Crystal Mountain SL Piles **COUNTY:** Larimer

RENEWAL? No **LOCATION:** T7N, R72W, Sec. 36
Indicate Old Permit Number *T,R,S or Lat/Long*

ADMINISTRATIVE UNIT ID: COS
See Info Sheet I for a list of IDs. Include all IDs for multiple agency burns. Private landowner use PVT.

CONTACT PERSON: Boyd Lebeda **PHONE:** 970.491.8445

Complete Address, Email Address, Fax and Cell Phone fields ONLY if this is your first submittal or info has changed.

ADDRESS: 5075 Campus Delivery, CSU, Fort Collins, CO 80523-5075 **CELL:** 970.222.8693

EMAIL ADDRESS: blebeda@lamar.colostate.edu **FAX:** 970.491.8645

BILLING INFORMATION: *If multiple agencies to be billed, please indicate the percentage for each. Otherwise, the administrative unit listed above will be billed 100%.*

Agency	Percentage	Agency	Percentage

LANDOWNER: SLB YES
Complete ONLY if different than Agency to be billed Does this Landowner/Agency own or manage ≥10,000 acres in Colorado? NO

MANAGEMENT USE/TYPE OF PROJECT:
Check appropriate use/uses

NATURAL FUEL REDUCTION	<input type="checkbox"/>	SPECIES CONVERSION	<input type="checkbox"/>	SITE PREP	<input type="checkbox"/>
ACTIVITY FUEL REDUCTION	<input checked="" type="checkbox"/>	RANGE IMPROVEMENT	<input type="checkbox"/>	WILDLIFE	<input type="checkbox"/>
HAZARDOUS FUEL REDUCTION	<input type="checkbox"/>	PEST CONTROL	<input type="checkbox"/>	OTHER	<input type="checkbox"/>

REQUESTED WIND DIRECTIONS: any *e.g.: any, N-E-SW, all but NW... Precise to 2 letters.*

REQUESTED SPECIAL CONDITIONS, if any: _____

SMOKE SENSITIVE AREAS	MILES FROM BURN	DIRECTION FROM BURN (compass direction or degrees)	MAIN CONCERN(S) Day=D, Night=N, Both=B
Crystal Mtn Subdivision	1.5	NE	D
Roland Dixon Property	1	ESE	B

Permit Number: FCS 05 332

Form SMP-A, cont. OPEN BURNING PERMIT APPLICATION PRESCRIBED FIRE PROJECTS

for BROADCAST BURNS only:

PROPOSED BURN DATES: _____
Month or season is sufficient, but dates must be in the same calendar year

MAX. TOTAL ACREAGE: _____ AND MAX. DAILY ACREAGE: _____

PREDOMINANT NFDRS FUEL MODEL: _____ BRIEF DESCRIPTION OF FUELS: _____
Models A-U (See Info Sheet II for brief description.)

IGNITION METHOD(S): HAND ONLY _____ AERIAL ONLY _____ BOTH _____

SMOKE RISK RATING: *Attach Colorado Smoke Risk Rating Worksheet, Form SMP-B
 For Categories III and IV, also attach map of expected lofted and drainage smoke flow.*

Category I _____ Category II _____ Category III _____ Category IV _____

FUEL MOISTURE PRESCRIPTIVE ELEMENT:
This section to be completed for projects with Category III or IV Smoke Risk Rating.

	Measurement Method <i>Indicate method to be used.</i>	Minimum Fuel Moisture (%)
3-8" diameter logs (1000-hr fuels)	Sampled	
	Calculated	

for PILE BURNS only:

YEAR REQUESTING PERMIT FOR: 2005
*Permits for pile burns will be valid from January 1 to December 31. Permits issued after January 1 will be effective on issue date.
 Submittal of Form SMP-B and modeling output with the application packet are no longer required. APCD may request modeling for specific projects.*

TOTAL NUMBER OF PILES: 7 AVERAGE VOLUME PER PILE (FT³): 1800 *707 acalc sq*

DAILY NUMBER OF PILES: 7 15x15x8

1000-hr+ FUEL AS % OF VOLUME: 30 *Can round to the nearest 10%, % of logs >3" in diameter.*

HAND PILES: _____ OR MACHINE PILES: X *Built entirely or partly by machine.*

DISTANCE TO NEAREST OCCUPIED RESIDENCE: .5 *Provide whole miles if distance ≥2, tenths if less.*

Applicant Signature: /s/ Boyd O. Lebeda Date: November 4, 2005

Summary Conditions:
 Maximum Smoke Dispersion Excellent Minimum Smoke Dispersion Fair
 Minimum Wind Direction Any *see standard conditions* Maximum Wind Direction Any (Clockwise)

Approved by [Signature] Date: 7 Nov 05 Permit Number: FCS-05-332

*Standard pile permit category to use despite actual volume:
 less than one mile from homes and
 301-500 ft³ per pile*

Form SMP-C
EVALUATION OF NON-BURNING FUEL TREATMENTS AND
SMOKE MITIGATION TECHNIQUES USED

Burn name: Crystal Mtn SL Piles

Non-Burning Fuel Treatments Utilized:

Check all that apply

Burn is part of a project that includes non-burning fuel treatments. Alternative fuel treatments utilized:

- | | |
|---|---|
| <input type="checkbox"/> Grazing | <input type="checkbox"/> Invasive/Exotic Species Management |
| <input type="checkbox"/> Other Biological Control except grazing (green stripping, methods to increase decomposition) | |
| <input checked="" type="checkbox"/> Timber Sale | <input type="checkbox"/> Mechanical Treatment |
| <input type="checkbox"/> Firewood Sales | <input type="checkbox"/> Other _____ |

Non-burning fuel treatments were considered and are not available to meet resource objectives because:

- | | |
|--|---|
| <input type="checkbox"/> Legislative/management restrictions | <input type="checkbox"/> Safety Concerns |
| <input checked="" type="checkbox"/> Fuel has no commercial value | <input type="checkbox"/> Access/physical barriers |
| <input checked="" type="checkbox"/> Not Economically Reasonably | <input type="checkbox"/> Other _____ |

Smoke and/or Emissions Minimization Techniques Planned:

Check all that apply

- | | |
|---|--|
| <input type="checkbox"/> Burn before greenup | <input type="checkbox"/> Burn before large fuels cure (activity fuel only) |
| <input type="checkbox"/> Reduce target area | <input type="checkbox"/> Construct fire lines to halt fire spread |
| <input type="checkbox"/> Rapid Mop-Up | <input type="checkbox"/> Meteorological scheduling to reduce smoke impacts |
| <input checked="" type="checkbox"/> Burn fuels in piles or windrows | |
| <input checked="" type="checkbox"/> Piles dry, free of dirt, and small enough to manage smoke impacts | |
| <input type="checkbox"/> High fuel moisture content in large woody fuels minimizes consumption of large fuels | |
| <input type="checkbox"/> Moist litter/duff layer minimizes consumption of litter/duff | |

Smoke and/or Emissions Minimization Techniques Planned:

Continued

_____ Firing technique used to maximize smoke dispersal and minimize pollutants

_____ Hose lays & pumps to wet fuels and extinguish all or a portion of fire front

_____ Other _____

Smoke Contingency Plan:

This section must answer two questions:

- 1) *What actions will be taken in order to minimize the likelihood of unacceptable smoke impacts?*
- 2) *If unacceptable smoke impacts occur at smoke sensitive receptors anyway, what mitigation measures will be taken?*
(Smoke Contingency Plan may be attached as a separate document.)

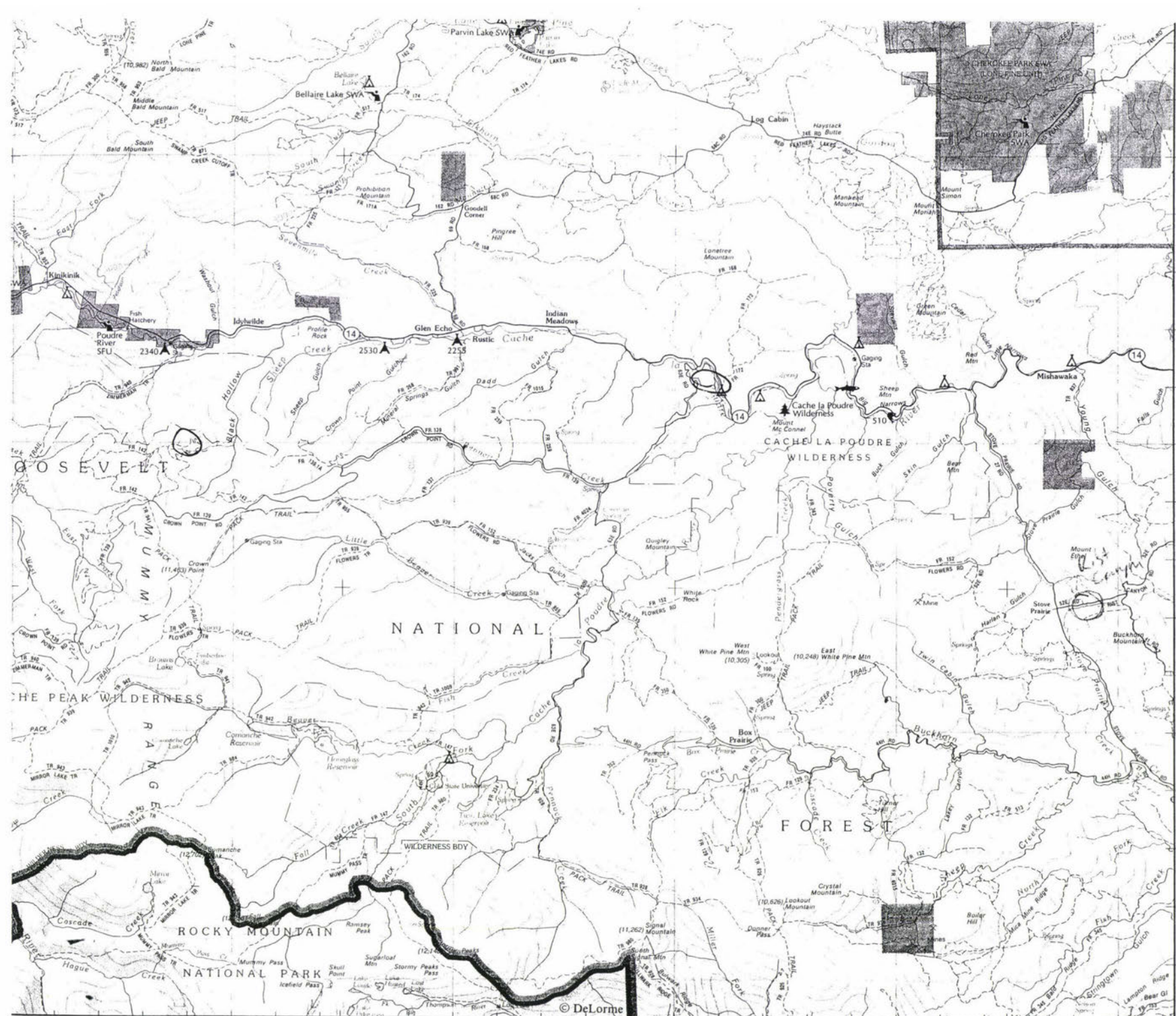
1. Monitor smoke production and dispersal of test burn _____

2. Igniting piles in small groups _____

3. Each group of piles will be monitored _____

4. CSFS will contact nearest resident _____

5. Individual piles may be extinguished and mopped up if directed by the burn boss _____



Continue on Page 20

C

40°40'00"
40.6667°

40°35'00"
40.5833°

D

40°30'
105°18'45"

5°00' 500' 105°40'00" 105.8667° 105°35'00" 105.5833° 105°30'00" 105.5000° 105°25'00" 105.4167° 105°20'00" 105.3333° 105°18'45"

Scale 1:100,000

Contour interval

Continue on Page 20

© DeLorme

**Form SMP-F
ANNUAL ACTUAL FIRE ACTIVITY**

Summary of all fire activity for the year. In addition to this report, Category II, III and IV projects will have submitted Daily Activity Reports as burning was completed.

PERMIT NUMBER: FCS-05-332 BURN NAME: Crystal Mtn. SC Pites

NO FIRE ACTIVITY AT THIS LOCATION DURING PERMIT PERIOD X
Check if no burning, sign below and return form by March 1st.

List of Burn Dates: _____

If additional space needed, attach a list of burn dates.

FOR BROADCAST BURNS

ACTUAL ACREAGE: _____

Total acres for project. Must equal sum of Daily Activity Forms (Form SMP-E).

FUEL TYPES	PERCENT OF ACTUAL ACREAGE (must total 100%)	FUEL LOADING (tons/acre)	PERCENT CONSUMPTION
GRASS			
SAGEBRUSH			
OAKBRUSH or ASPEN			
PINE/CONIFER			
PINON/JUNIPER			
OTHER			

FOR PILE BURNS

FUEL TYPES <i>(Check all that are applicable)</i>	
SAGEBRUSH	
OAKBRUSH or ASPEN	
PINE/CONIFER	
PINON/JUNIPER	
PILED SLASH	
OTHER	

NUMBER OF PILES: _____

AVERAGE VOLUME PER PILE(FT³): _____

AVERAGE % CONSUMED: _____

PRINT NAME: Raybo. Uebala SIGNATURE: Raysocheboda DATE: 2/17/06

**Form SMP-A
OPEN BURNING PERMIT APPLICATION
PRESCRIBED FIRE PROJECTS**

RECEIVED

DEC 23 2005

BURN NAME: Crystal Mountain SL Piles **COUNTY:** Larimer

RENEWAL? No y FCS-05: 332 **LOCATION:** T7N, R72W, Sec. 36
Indicate Old Permit Number T,R,S or Lat/Long

ADMINISTRATIVE UNIT ID: COS
See Info Sheet I for a list of IDs. Include all IDs for multiple agency burns. Private landowner use PVT.

CONTACT PERSON: Boyd Lebeda **PHONE:** 970.491.8445

Complete Address, Email Address, Fax and Cell Phone fields **ONLY** if this is your first submittal or info has changed.

ADDRESS: 5075 Campus Delivery, CSU, Fort Collins, CO 80523-5075 **CELL:** 970.222.8693

EMAIL ADDRESS: blebeda@lamar.colostate.edu **FAX:** 970.491.8645

BILLING INFORMATION: If multiple agencies to be billed, please indicate the percentage for each. Otherwise, the administrative unit listed above will be billed 100%.

Agency	Percentage	Agency	Percentage

LANDOWNER: SLB Complete **ONLY** if different than Agency to be billed Does this Landowner/Agency own or manage $\geq 10,000$ acres in Colorado? YES NO

MANAGEMENT USE/TYPE OF PROJECT:
Check appropriate use/uses

NATURAL FUEL REDUCTION	<input type="checkbox"/>	SPECIES CONVERSION RANGE IMPROVEMENT	<input type="checkbox"/>	SITE PREP	<input type="checkbox"/>
ACTIVITY FUEL REDUCTION	<input checked="" type="checkbox"/>	PEST CONTROL	<input type="checkbox"/>	WILDLIFE	<input type="checkbox"/>
HAZARDOUS FUEL REDUCTION	<input type="checkbox"/>	OTHER	<input type="checkbox"/>		

REQUESTED WIND DIRECTIONS: any e.g.: any, N-E-SW, all but NW... Precise to 2 letters.

REQUESTED SPECIAL CONDITIONS, if any: _____

SMOKE SENSITIVE AREAS	MILES FROM BURN	DIRECTION FROM BURN (compass direction or degrees)	MAIN CONCERN(S) Day=D, Night=N, Both=B
Crystal Mtn Subdivision	1.5	NE	D
Roland Dixon Property	1	ESE	B

Permit Number: FCS --- 06 --- 088

**Form SMP-A, cont.
OPEN BURNING PERMIT APPLICATION
PRESCRIBED FIRE PROJECTS**

for BROADCAST BURNS only:

PROPOSED BURN DATES: _____
Month or season is sufficient, but dates must be in the same calendar year

MAX. TOTAL ACREAGE: _____ AND MAX. DAILY ACREAGE: _____

PREDOMINANT NFDRS FUEL MODEL: _____ BRIEF DESCRIPTION OF FUELS: _____
Models A-U (See *Info Sheet II* for brief description.)

IGNITION METHOD(S): HAND ONLY _____ AERIAL ONLY _____ BOTH _____

SMOKE RISK RATING: Attach Colorado Smoke Risk Rating Worksheet, Form SMP-B
For Categories III and IV, also attach map of expected lofted and drainage smoke flow.

Category I _____ Category II _____ Category III _____ Category IV _____

FUEL MOISTURE PRESCRIPTIVE ELEMENT:
This section to be completed for projects with Category III or IV Smoke Risk Rating.

	Measurement Method <i>Indicate method to be used.</i>	Minimum Fuel Moisture (%)
3-8" diameter logs (1000-hr fuels)	Sampled	
	Calculated	

for PILE BURNS only:

YEAR REQUESTING PERMIT FOR: 2006
Permits for pile burns will be valid from January 1 to December 31. Permits issued after January 1 will be effective on issue date. Submittal of Form SMP-B and modeling output with the application packet are no longer required. APCD may request modeling for specific projects.

TOTAL NUMBER OF PILES: 7 AVERAGE VOLUME PER PILE (FT³): 1800 ^{707 records}

DAILY NUMBER OF PILES: 7 15x15x8

1000-hr+ FUEL AS % OF VOLUME: 30 Can round to the nearest 10%, % of logs >3" in diameter.

HAND PILES: _____ OR MACHINE PILES: X Built entirely or partly by machine.

DISTANCE TO NEAREST OCCUPIED RESIDENCE: .5 Provide whole miles if distance ≥2, tenths if less.

Applicant Signature: /s/ Boyd O. Lebeda Date: December 21, 2005

Summary Conditions:
Maximum Smoke Dispersion Excellent Minimum Smoke Dispersion Fair
Minimum Wind Direction Any Maximum Wind Direction Any (Clockwise)
see standard conditions

Approved by [Signature] Date: 27 Dec 05 Permit Number: FCS-06-088

Form SMP-A Colorado Air Pollution Control Division Updated November 18, 2004 Page 2 of 2
standard pile permit category to use despite actual volume less than one mile from homes and 301-500 ft³ per pile

Form SMP-C
EVALUATION OF NON-BURNING FUEL TREATMENTS AND
SMOKE MITIGATION TECHNIQUES USED

Burn name: Crystal Mtn SL Piles

FCS-05-932

Non-Burning Fuel Treatments Utilized:

Check all that apply

Burn is part of a project that includes non-burning fuel treatments. Alternative fuel treatments utilized:

- | | |
|---|---|
| <input type="checkbox"/> Grazing | <input type="checkbox"/> Invasive/Exotic Species Management |
| <input type="checkbox"/> Other Biological Control except grazing (green stripping, methods to increase decomposition) | |
| <input checked="" type="checkbox"/> Timber Sale | <input type="checkbox"/> Mechanical Treatment |
| <input type="checkbox"/> Firewood Sales | <input type="checkbox"/> Other _____ |

Non-burning fuel treatments were considered and are not available to meet resource objectives because:

- | | |
|--|---|
| <input type="checkbox"/> Legislative/management restrictions | <input type="checkbox"/> Safety Concerns |
| <input checked="" type="checkbox"/> Fuel has no commercial value | <input type="checkbox"/> Access/physical barriers |
| <input checked="" type="checkbox"/> Not Economically Reasonably | <input type="checkbox"/> Other _____ |

Smoke and/or Emissions Minimization Techniques Planned:

Check all that apply

- | | |
|---|--|
| <input type="checkbox"/> Burn before greenup | <input type="checkbox"/> Burn before large fuels cure (activity fuel only) |
| <input type="checkbox"/> Reduce target area | <input type="checkbox"/> Construct fire lines to halt fire spread |
| <input type="checkbox"/> Rapid Mop-Up | <input type="checkbox"/> Meteorological scheduling to reduce smoke impacts |
| <input checked="" type="checkbox"/> Burn fuels in piles or windrows | |
| <input checked="" type="checkbox"/> Piles dry, free of dirt, and small enough to manage smoke impacts | |
| <input type="checkbox"/> High fuel moisture content in large woody fuels minimizes consumption of large fuels | |
| <input type="checkbox"/> Moist litter/duff layer minimizes consumption of litter/duff | |

Smoke and/or Emissions Minimization Techniques Planned:

Continued

_____ Firing technique used to maximize smoke dispersal and minimize pollutants

_____ Hose lays & pumps to wet fuels and extinguish all or a portion of fire front

_____ Other _____

Smoke Contingency Plan:

This section must answer two questions:

- 1) *What actions will be taken in order to minimize the likelihood of unacceptable smoke impacts?*
- 2) *If unacceptable smoke impacts occur at smoke sensitive receptors anyway, what mitigation measures will be taken?*
(Smoke Contingency Plan may be attached as a separate document.)

- 1. Monitor smoke production and dispersal of test burn
 - 2. Igniting piles in small groups
 - 3. Each group of piles will be monitored
 - 4. CSFS will contact nearest resident
 - 5. Individual piles may be extinguished and mopped up if directed by the burn boss
- _____
- _____
- _____
- _____
- _____
- _____
- _____



Permit Number: FCS-06-088

Burn Name: Crystal Mountain SL Piles

Permit Conditions - Piles

March 23, 2005

Air Pollution Control Division / Technical Services

General Permit Conditions:

Notify the public at least 24 hours but no more than 120 hours before each burn. Include a person that the public may contact regarding the burn.

Notify the Local Air Quality Contact (usually the local health department) before ignition.

Submit **Form SMP-D, Notification of Ignition**, 2-48 hours before ignition.

Submit **Form SMP-E, Daily Actual Fire Activity** by 10:00 a.m. the following day.

Whether or not fire activity occurs under this permit during the calendar year, submit **Form SMP-F, Annual Actual Fire Activity** by the following March 1.

Fire must be able to be extinguished if adverse smoke impacts develop at any smoke sensitive receptor. If this condition is not met and adverse impacts develop, APCD may rescind this permit immediately.

If the piles are in the Front Range area affected by red-blue days and open burning forecasts, those requirements must be met in addition to general pile burning weather conditions described below. See <http://apcd.state.co.us/smoke/prescribed/ppb.doc>.

For the maximum number of piles that may be burned and other conditions, see over.

Piles may be burned under this permit only if:

- Ignition occurs during a snowstorm (indicated by visibility of 1 mile or less) OR
- The National Weather Service forecasts the day's maximum dispersion adjective as fair or higher OR
- One-minute average on-site eye-level wind speeds are:
 - 4(+) mph measured before ignition AND
 - also 4(+) mph measured at least 15 minutes later, during which delay one test pile may be burned.

APCD may revise permit conditions at any time, as circumstances warrant.

Please call Coleen Campbell at 303-692-3224 if you have questions or comments on your permits.

Permit Number FCS-06-088

Maximum Number of Piles To Burn At Once¹

Greenest material in pile must be cut at least 12 months before ignition. Otherwise, see specific permit.

<u>volume per pile</u>	<u>if closest occupied² residence at least one mile away</u>	<u>if closest occupied residence < 1 mile away</u>
$\leq 300 \text{ ft}^3$	100 piles	smaller of 75 piles or the number that people on site could extinguish within 2 hours Also: Complete ignition at least 2 hours before sunset. Also: Chunk each pile at least once. Complete first chunking at least 1 hour before sunset.
301 - 500 ft ³	75 piles	smaller of 50 piles or the number that people on site could extinguish within 3 hours Also: Complete ignition at least 3 hours before sunset. Also: Chunk each pile at least once. Complete first chunking at least 1 hour before sunset. Also: Any wind direction is approved during a snowstorm. Otherwise, any wind direction is approved unless marked: _____ through _____ to _____, clockwise.
501 - 9,999 ft ³	12,000 ft ³ total; or 50,000 ft ³ if > 5 miles from homes	See specific permit.
10,000 (+)ft ³		See specific permit.

¹ The maximum number of piles that may be producing smoke at any one time (per 'wave').

² For piles > 300 ft³ each, the home may not be occupied during either the day of burning or the following night. Only for piles $\leq 300 \text{ ft}^3$ each, if a residence is vacant during the burn day it may be considered to be unoccupied. If there are so few residences within one mile that burners talk with every household in advance and none has unmitigated smoke concerns, those residences also may be considered 'unoccupied.'

Your **National Weather Service** forecast

Masonville CO

Enter Your "City, ST" or zip code








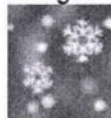

NWS Denver-Boulder, CO

Point Forecast: Masonville CO
40.49N -105.21W (Elev. 5399 ft)

Last Update: 5:17 am MST Feb 22, 2008

Forecast Valid: 8am MST Feb 22, 2008-6pm MST Feb 28, 2008

Forecast at a Glance

Today	Tonight	Saturday	Saturday Night	Sunday	Sunday Night	Monday	Monday Night	Tuesday
								
Partly Sunny Hi 53°F	Mostly Cloudy Lo 25°F	Partly Sunny Hi 48°F	Partly Cloudy Lo 23°F	Mostly Sunny Hi 53°F	Partly Cloudy Lo 26°F	Partly Sunny Hi 48°F	Slight Chc Snow Lo 20°F	Slight Chc Snow Hi 44°F

Detailed 7-day Forecast

Hazardous weather condition(s):

Hazardous Weather Outlook

Today: Partly sunny, with a high near 53. Southeast wind around 7 mph.

Tonight: Mostly cloudy, with a low around 25. Calm wind becoming northwest around 5 mph.

Saturday: Partly sunny, with a high near 48. Northwest wind around 7 mph.

Saturday Night: Partly cloudy, with a low around 23. West southwest wind between 7 and 11 mph.

Sunday: Mostly sunny, with a high near 53. West southwest wind between 10 and 14 mph.

Sunday Night: Partly cloudy, with a low around 26.

Monday: Partly sunny, with a high near 48.

Monday Night: A slight chance of snow. Mostly cloudy, with a low around 20.

Tuesday: A slight chance of snow. Mostly cloudy, with a high near 44.

Tuesday Night: Partly cloudy, with a low around 22.

Wednesday: Mostly sunny, with a high near 50.

Wednesday Night: Mostly cloudy, with a low around 27.

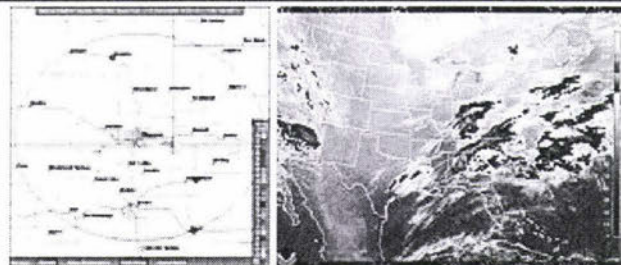
Thursday: Partly sunny, with a high near 53.

Current Conditions[\[Move Down\]](#)**Fort Collins (awos)**

Lat: 40.46 Lon: -105.01 Elev: 5016

Last Update on Feb 22, 7:15 am MST

Fair	Humidity:	80 %
25°F	Wind Speed:	S 3 MPH
(-4°C)	Barometer:	29.86"
	Dewpoint:	19°F (-7°C)
	Visibility:	10.00 mi.
	More Local Wx:	3 Day History:

Radar and Satellite Images**Detailed Point Forecast**[\[Move Up\]](#)

Click Map for Forecast

Branch, Matt

From: MosierDR@co.larimer.co.us
Sent: Tuesday, February 19, 2008 9:37 AM
To: wbranch@colostate.edu
Subject: Burn Permit Application APPROVED

Attachments: burn_brochure.pdf; burn_guidelines.pdf



burn_brochure.pdf (50 KB)



burn_guidelines.pdf (42 KB)

GENERAL OPEN BURN PERMIT

Wilson Branch,

Your application for a General Open Burn permit in Larimer County has been APPROVED. This notice will serve as your Burn Permit. Please PRINT A COPY of this approval notice, a copy must be in your possession each day ignition occurs. This approval is valid for daylight burning only, all fires must be completely out by dusk.

Permit ID: 1099
Location: S-36 T-7N R-72W,
Date(s): Feb 19, 2008 - Mar 31, 2008
Material: Ponderosa pine slash
Amount: 8 piles, aprox 480 Cu ft each

Invalid after: Mar 31, 2008

Special Instructions:

From Larimer County Department of Health and Environment (970-498-6775) - approved on 02/19/2008:

No burning of trash or stumps allowed. Forest Service Burn --- Part of Crystal Mtn Prescribed burn plan.

From Larimer County Sheriff (970-498- 5302) - approved on 02/19/2008:

Tree slash only. No trash, stumps or construction material. Must have 3 or more inches of snow cover around piles before burning. Please follow all burning guidelines.

ALL REGULATIONS SHALL APPLY

ON THE DAY OF THE BURN, PLEASE NOTIFY THE FOLLOWING:

Larimer County Communications Center: 970-416-1985 Fire Protection District Listed Above

For guidelines on burning slash, see

http://www.co.larimer.co.us/health/ehs/slash_burning_guidelines.htm, also the attached brochure.

Are You FIREWISE? See <http://www.larimer.org/wildfire/>

Larimer County Department of Health & Environment
1525 Blue Spruce Drive
Ft. Collins, CO 80524
(970) 498-6775

Larimer County Sheriff Office, Emergency Services Section
1303 N. Shields Street
Ft. Collins, CO 80521
(970) 498-5302

Prescribed Fire Notification - Summary

Fort Collins Interagency Dispatch Center

Phone: 970-295-6800 Fax: 970-295-6801 E-MAIL: coftc@dms.nwccg.gov

Notification Date: **2/21/2008**

Administrative Unit	Planned Start Date	Actual Start Date	# of Days of Burn	Acres	Fuel Type(s)	VOR Coordinates e.g. ABC 360° 10 nm	Legal / Lat-Long e.g. 8N 72W Sec 8 e.g. 40° 41' 48" 105° 30' 29"	Project Name & Location	F A A
CSFS Fort Collins District	2/22/2008	LEAVE BLANK FTC WILL FILL IT OUT	1		Piles	LEAVE BLANK FTC WILL FILL OUT	7N 72W Sec 36	Crystal Mountain,	
Resources on Scene:	Personnel	Equipment	Other Resources	# of Piles	Contingency Resources	REMARKS			
	RXB2- Labeda + 4 FFT2	2 pick up trucks. No engines		8	Local VFD and closest resources	Contact info: Matt Branch (970) 222-8996			

Revised: 02.January.2006

*FAXED AND EMAILED
ON 2/21/08
AT 10:30*

Forest Slash Burning Guidelines

These guidelines are to be used by forest landowners, land managers, and fire department personnel in Larimer County in planning and conducting safe and effective forest slash burning in woodland situations. It cannot guarantee safety from accidents, unforeseen circumstances, changing burning conditions, or negligent actions of the individual(s) burning slash. By following the intent of these guidelines and common sense, the landowner or forest manager can reduce forest slash accumulations, improve the appearance of their forest land, and reduce wildfire risk on their properties.



Definitions

Slash

The accumulation of limbs, tops, and miscellaneous residue left by forest management activities, such as thinning, pruning, and timber harvesting.

Piling and burning

The treatment of slash by piling the limbs and tops into manageable piles. Piles are burned during safe burning conditions, generally during the winter following cutting.

Broadcast burning

The treatment of slash by burning the limbs and tops as they lie on the ground after cutting. The slash must be distributed continuously throughout the burn area to be burned effectively. Burning is generally done during very wet periods or with light snow cover in late fall or early spring.

Mop-up

The final check of the burned slash to identify and extinguish still burning coals or materials. Extinguishment is usually accomplished by covering and mixing snow, water, or soil with the burning fuels.

Construction Of Piles

Pile slash immediately after cutting (while still green), and before winter snowfall. Remove all wood products such as firewood prior to piling. Pile branches and tops with the butt ends towards the outside of the pile, and overlapping so as to form a series of dense layers piled upon each other. Use a mixture of sizes and fuels throughout the pile. This prevents snow from filtering into the pile and extinguishing the fire while it is starting. Piles should be approximately 8 feet across in diameter and 6 feet in height, again to prevent drifting snow from entering the pile. Piles should be kept compact, with no long extensions, to reduce snow filtration and improve ignition. Do not place large stumps and sections of logs in the piles, as they will burn for extended periods and will frequently need to be mopped-up.

Do not include garbage or debris in the pile. Locate piles in meadows, rock outcrops, or openings in forest stands. Do not pile slash over stumps where possible, as these areas will also need to be mopped-up. Piles may be situated within forest stands, if they are at least 5 feet away from adjacent tree trunks and tree crowns do not hang over the piles.

Planning Your Burning Effort

Landowners must complete the following steps before burning slash:

1. Obtain and complete a general [open burning permit](#) from the Larimer County Department of Health and

Environment, 1525 Blue Spruce Dr., Fort Collins, 80524, (970) 498-6775. The Health Dept. will review application and approve/disapprove permit and forward to the fire authority where the property is located for their approval.

2. Signed authorization and approval from the legally constituted Fire Protection District for your area, or from the Larimer County Sheriff's Department, Office of Emergency Services located at 1303 N. Shields St., Ft. Collins. (970) 498-5302 or 498-5300.

Open burn permits consist of 3 copies, and require the completion of information about the proposed burning. Upon completion of the permit and approval of the Health Department, approval from the responsible fire authorities is required. Upon their approval, the white copy of the permit is returned to the landowner, the yellow copy is retained by the responsible fire jurisdiction, and the pink copy is returned to the Health Department.

The landowner must notify the responsible fire protection agency the day burning is planned. Notification of the Larimer County Sheriff's Department, at (970) 416-1985, is also mandatory and should include the dates, times, and an exact legal description of the burn location. Neighbors should be informed prior to burning as well.

Burning must be done during suitable weather conditions. Periods of snow or light rain, with light winds (for smoke dispersal) and a minimum of 3 inches of snow cover are ideal. Do not burn during periods of high winds, low humidity or drying conditions, temperature inversions, and lack of snow cover or when these conditions are expected to develop after starting. Control of burning slash must be maintained at all times to reduce wildfire hazard and damage to residual trees. If snow cover becomes sparse during the burning period, additional water sources must be provided for wildfire control and mopping-up efforts. Persons conducting the burning should have at a minimum; leather gloves; shovels and mattocks; leather work boots; work clothing; masks or bandannas for covering the mouth and nose; and proper eye protection.

Burning Slash Piles

Piles may be ignited by several means. If the needles and fine fuels within the pile have dried out throughout the summer, then ignition can be easily started with a large ball of newspaper placed within the bottom of the pile. If fuels are still partially green, or the pile is wet from rain or melting snow, then a hotter and longer burning source may be necessary. Sawdust, saturated with diesel fuel and placed within the bottom of the pile, can be used. Flares used for highway emergencies can also be utilized to ignite the piles. **Do not use gasoline for this purpose!**

One pile should be burned first as a test pile to see how it burns and at what rate prior to igniting other piles. If suitable burning conditions exist, then additional piles may be started. Ignite only those piles that can be watched with the available manpower until the piles have burned down. Depending on weather conditions, pile size, and moisture content of the fuels, piles should burn down in 20 to 35 minutes. As a general rule, 3 to 6 piles per person is a manageable rate if piles are closely situated.

After the piles have burned down, re-pile any unburned slash and large wood chunks (called "chunking-in") into the beds of coals before starting any new groups of piles. Do not start any new piles after 2:00 p.m. Piles started after this time may continue to burn into the evening.

If landowners have questions about possible problems with burning slash, they should contact the Larimer County Sheriff's Department, Office of Emergency Services at 498-5300, 498-5302 or the Colorado State Forest Service, Fort Collins District Office at 491-8660. Information about wildfire hazard reduction for forest land is available from the Fort Collins District, CSFS at 491-8660.

Crystal Mtn State Land Slash Piles

- 8 slash piles
- avg. 480 ft^3 per pile

Mike Hughes

From: "Chan, Emily" <EChan@treefarmssystem.org>
To: "Chan, Emily" <EChan@treefarmssystem.org>
Sent: Thursday, August 24, 2006 8:23 AM
Subject: 2006 Tree Farm Inspector of the Year Winners

Wesley R. Meier Outstanding Inspecting Forester of the Year

Donald C. Black, of Dover, NH is the 2006 National Inspector of the Year. Don will be presented with the Wesley R. Meier Outstanding Inspecting Forester of the Year Award at the 2006 National Tree Farmer Convention in Mobile, Alabama, October 19-22. Don began his association with the Tree Farm program almost 40 years ago in South Dakota and now continues this effort in New Hampshire. Don not only has an outstanding record for completing his own reinspections, but also takes the initiative to conduct inspections that others cannot complete. Don has served as the Chair of the NH Tree Farm Committee in the past and current serves as Vice Chair and is also involved with local and national chapters of the Society of American Foresters. Since 1971, Don has been the number one promoter of Tree Farm in Strafford County, NH and has organized countless Tree Farm banquets, tours, field days, and media campaigns. Thanks to Don and to ALL of our dedicated Tree Farm Inspectors for their hard work.

2006 Regional Tree Farm Inspectors of the Year are:

- **Tom Witkowski, Minnesota (North Central)
- **Gregg Jameson, Georgia (South)
- **Don Black, New Hampshire (Northeast) - NATIONAL WINNER
- **Gene Newell, Montana (West)

Winners receive travel assistance to the National Tree Farmer Convention, October 19-22 in Mobile, Alabama and other great prizes!

CONGRATULATIONS to the winners!

Emily Chan
American Tree Farm System
1111 19th St. NW
Suite 780
Washington, DC 20036
202-463-2585
echan@treefarmssystem.org

8/30/2006

Form F

ANNUAL ACTUAL FIRE ACTIVITY, PILES AND BROADCAST

Return by March 1, summarizing all fire activity for the prior calendar year. This form is in addition to Daily Activity Reports.

Burn Name: Crystal Mtn. Piles Permit Number: FCS-06-088

No fire was ignited at this location during the permit year.
If no burning, check here and sign below.

List of Burn Dates: 3/28/06 _____

If additional space needed, attach a list of burn dates.

Total Broadcast Actual Acres* _____ ** Totals should equal sum of Daily Activity Forms SMP-E.*
 OR Total # of piles* 32 Avg. ft³ per pile 320 % of pile consumed, avg. 90 %

Piles: Check all fuels that apply.

n/a
 n/a

Fuel Types
 Unburned, any species
 Grass
 Sagebrush
 Oak or Aspen
 Pine or Other Conifer
 Piñon/Juniper
 Other: _____

Broadcast: % of Acres	Broadcast Fuel Load, t/ac	Broadcast % Consumed
<i>For mosaic, unburned area within black perimeter</i>		
%		%
%		%
%		%
%		%
%		%
%		%
total = 100%		

Optional **Comments:**

SIGNATURE: Boyd O. Lebeda NAME: Boyd O. Lebeda DATE: 12/18/06

Submit to Air Pollution Control Division.

Fax to 303-782-5493 or 303-782-0278 or email to coleen.campbell@state.co.us.

Please deliver this fax to Coleen Campbell, APCD.

**Form SMP-D
NOTIFICATION OF IGNITION**

General Information:

Burn Name: Crystal Mtn. State Land Piles Date: 3/28/06
General Location of Burn: 9 miles NW of Masonville Permit Number: FCS-06-088

Contact Information:

Form Completed By: Boyd Lebeda Phone Number: 970.491.8445
Contact Person: Kathy Porter Phone Number: 970.491.8660
Provide if different from the person completing form. This is a person and number who can be reached during the burn and they will be able to contact the burn boss.

Burn Information:

Date of Burn: 3/28/06 Planned Ignition Time: 1000
Planned Burn Size: Acres _____ or Piles 32

Submitted to Air Pollution Control Division:

Notification to the APCD is required for all Category II, Category III, and Category IV burns.

Fax 303-782-5493 or 303-782-0278 Attention: Coleen Campbell
OR
 E-mail coleen.campbell@state.co.us

*Fax'd
3/27/06
1315*

Submitted to Local Air Quality Contact:

*See Appendix D of the Colorado Smoke Management MOU & Plan for a list of contacts.
This contact name is not the burn boss or someone in his or her agency. It is usually a county health official.*

Agency Name: n/a
Contact Person: n/a

TO BE COMPLETED PRIOR TO IGNITION FOR ALL CATEGORY II, III, & IV BURNS.

SUBMITTAL OF THIS NOTIFICATION FORM TO THE DIVISION AND THE APPROPRIATE LOCAL AIR QUALITY AGENCY IS REQUIRED PRIOR TO IGNITION. NOTIFICATION CAN BE SUBMITTED UP TO 48 HOURS BEFORE IGNITION, BUT MUST BE RECEIVED AT LEAST 2 HOURS PRIOR TO IGNITION.

**-- APCD --
Deliver Fax to Coleen Campbell**

Form SMP-E DAILY ACTUAL FIRE ACTIVITY

Complete for all Category II, Category III, and Category IV burns.

PERMIT NUMBER: FCS-06-088 BURN NAME: Crystal Mtn. SL Piles

BURN DATE: 3/28/06 BURN CANCELLED? _____
Indicate Reason

TIME IGNITION BEGAN: 1000 TIME IGNITION ENDED: 1400

_____ *Spread or creep from previous burning only. Report does not reflect any new human ignition on the day being reported.*

FOR BROADCAST BURNS

ACTUAL ACREAGE: _____

fax'd 3/30/06 0845

FUEL TYPES	PERCENT OF ACTUAL ACREAGE (must total 100%)	FUEL LOADING (tons/acre)	PERCENT CONSUMPTION
GRASS			
SAGEBRUSH			
OAKBRUSH or ASPEN			
PINE/CONIFER			
PINON/JUNIPER			
OTHER			

FOR PILE BURNS

FUEL TYPES <i>(Check all that are applicable)</i>	
SAGEBRUSH	
OAKBRUSH or ASPEN	
PINE/CONIFER	X
PINON/JUNIPER	
PILED SLASH	
OTHER	

NUMBER OF PILES: 32

AVERAGE VOLUME PER PILE (FT³): 320

AVERAGE % CONSUMED: 90

SIGNATURE: /s/ Boyd O. Lebeda NAME: Boyd O. Lebeda DATE: 3/29/06

Submit daily fire activity to the Division by 10:00 a.m. the day following ignition
 Fax: 303-782-5493 or 303-782-0278 **Attention: Coleen Campbell**
 OR
 E-mail: coleen.campbell@state.co.us



Your **National Weather Service** forecast



Rural Larimer County, CO

Enter Your "City, ST" or zip code

Go

NWS Denver-Boulder, CO

Point Forecast: 7 Miles NW Drake CO
40.5N -105.44W (Elev. 8997 ft)

Last Update: 4:00 am MST March 28, 2006

Forecast at a Glance

Today	Tonight	Wednesday	Wednesday Night	Thursday	Thursday Night	Friday	Friday Night	Saturday
20%	50%	40%	60%	60%	40%			
Slight Chc Snow	Chance Snow	Chance Snow	Snow Likely	Snow Likely	Chance Snow	Partly Cloudy	Partly Cloudy	Mostly Cloudy
Hi 49°F	Lo 29°F	Hi 47°F	Lo 24°F	Hi 41°F	Lo 24°F	Hi 47°F	Lo 25°F	Hi 47°F

Detailed 7-day Forecast

Hazardous weather condition(s):

Hazardous Weather Outlook

Today: A 20 percent chance of snow showers after noon. Mostly cloudy, with a high around 49. West southwest wind between 9 and 13 mph.

Tonight: Scattered snow showers. Mostly cloudy, with a low around 29. Breezy, with a south southwest wind between 15 and 23 mph, with gusts as high as 34 mph. Chance of precipitation is 50%. New snow accumulation of less than one inch possible.

Wednesday: Scattered snow showers. Some thunder is also possible. Increasing clouds, with a high near 47. Southwest wind between 13 and 18 mph. Chance of precipitation is 40%. New snow accumulation of less than one inch possible.

Wednesday Night: Snow likely. Mostly cloudy, with a low near 24. Blustery, with a west wind between 18 and 23 mph, with gusts as high as 29 mph. Chance of precipitation is 60%.

Thursday: Snow likely, mainly before noon. Mostly cloudy, with a high near 41. Windy, with a west northwest wind between 31 and 36 mph, with gusts as high as 49 mph. Chance of precipitation is 60%.

Thursday Night: A 40 percent chance of snow. Partly cloudy and blustery, with a low around 24.

Friday: Partly cloudy, with a high around 47.

Friday Night: Partly cloudy, with a low around 25.

Saturday: Mostly cloudy, with a high near 47.

Saturday Night: A slight chance of snow showers. Mostly cloudy, with a low near 25.

Sunday: A slight chance of snow showers. Mostly cloudy,

Current Conditions

[Move Down]

Fort Collins (awos)

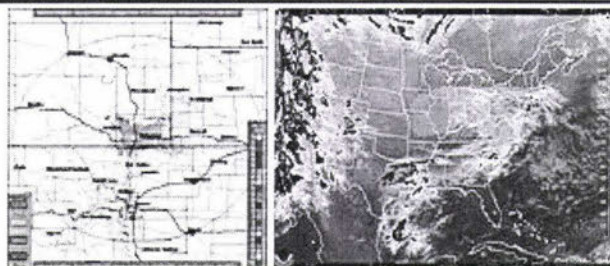
Last Update on Mar 28, 7:35 am MST

Fair

32°F
(0°C)

Humidity:	64 %
Wind Speed:	N 8 MPH
Barometer:	30.05"
Dewpoint:	21°F (-6°C)
Wind Chill:	25°F (-4°C)
Visibility:	10.00 mi.
More Local Wx:	3 Day History:

Radar and Satellite Images



Detailed Point Forecast

[Move Up]

Click Map for Forecast

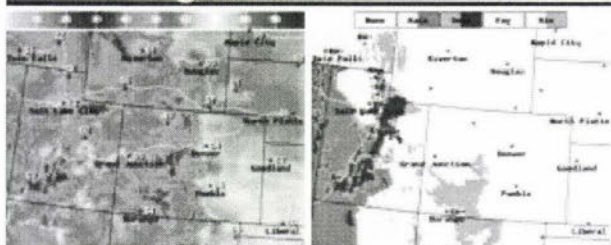
with a high around 47.

Sunday Night: Mostly cloudy, with a low around 24.

Monday: Partly cloudy, with a high around 45.



National Digital Forecast Database



Additional Forecasts & Information

Zone Area Forecast for South and East Jackson/Larimer/North and Northeast Grand/Northwest Boulder Counties Above 9000 Feet, CO

- | | |
|---------------------------------------|------------------------------------|
| Printable Forecast | Text Only Forecast |
| Text Forecast (°C) | About Point Forecasts |
| Hourly Weather Graph | Tabular Forecast |
| Hazardous Weather | Denver Forecast |
| | Discussion |
| Regional Weather Conditions | Denver Climate Weather Information |
| Colorado Hourly RAWS Observations | Road Conditions |
| Graphical Forecast Page | Detailed Point Forecast |
| US NWS & RAWS Observation & Summaries | Fire Weather Information |
| RAWS Observations | Past Climate Weather Information |

National Weather Service:
Denver-Boulder, CO

[Back to previous page](#)

www.crh.noaa.gov
Privacy Policy
Disclaimer

Locations within 5 miles of this point include...Glen Haven CO

FILE COPY

404760

m
12/20/07

***** FILE COPY NON-NEGOTIABLE *****

Date Requested: 12/20/07

V CRYSTAL PARK ROAD ASSOCIATION
E 5013 RANCH ACRES DR
N LOVELAND CO 80538
D
O
R

S COLORADO STATE UNIVERSITY
H CENTRAL RECEIVING
I REFERENCE DOCUMENT NUMBER: AFE 404760
P FORT COLLINS CO 80523-6011

Contact: MIKE HUGHES
Phone: (970)491-6303
Department: CO State Frst Svc

TO:

Item #	Description	Qty	UOM	Unit Price	Extension	Acct #	Sub	User
1)	ROAD MAINTENANCE TO THE CRYSTAL MOUNTAIN STATE LAND SECTION PER INVOICED DATED 9/15/07	1	LOT	750.0000	750.00	195010	4551	
TOTAL:					\$750.00			

NOTIFY THE DEPARTMENT IMMEDIATELY IF THERE ARE ANY EXCEPTIONS TO THIS AFE

SIGNATURE

DATE

Crystal Park Road Association

Bob Hess, Treasurer
5013 Ranch Acres Dr.
Loveland, CO. 80538

Date: 9/15/07

Invoice: repairs work completed on Crystal Mt. Rd. due to logging of state lands

**Colorado State Forest Service
Michael Hughes, Assistant District Forester
Foothills Campus, Building 1052
Fort Collins, CO. 80523-5075**

\
Work completed: October 2006

Culvert replacement **\$ 1198.50**

The total of work done exceeded \$ 6500.00. This included installation of water bars, fixing drainage due to erosion from heavy equipment. The above amount is one portion in which we felt was primarily caused by the heavy truck traffic. Thank you for your help in improving the conditions on Crystal Mountain Road, Larimer County, Colorado which passes through Crystal Park Subdivision.

**Invoice submitted by:
Thomas J. White, Road Commissioner**

Hochheimer

Gadeken

Tysinger

McNulty

Mason

Berhost

Goodell

Shackler

Clark

Hays

White

Weisbeck

Flechtner

Backlund

Eisentraut

Holliman

Potter

Cran
Kintzley

Brownlee

Gaebler

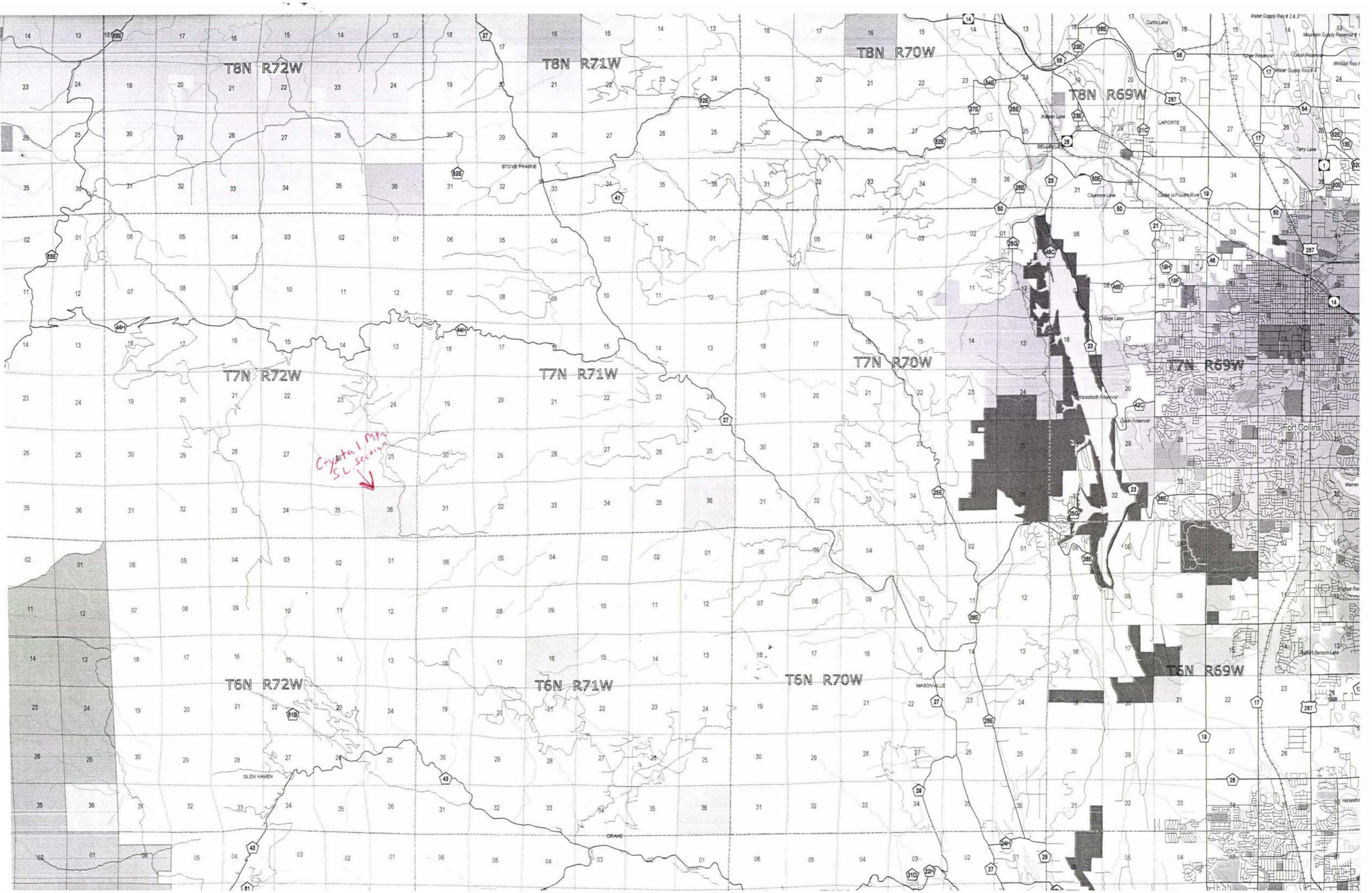
Edna
(303)
866

~~4747~~
2604

Christmas
Tree

**Joseph A. Phillips &
Cynthia M. Hoffman-Phillips**

in Colorado



T8N R72W

T8N R71W

T8N R70W

T8N R69W

T7N R72W

T7N R71W

T7N R70W

T7N R69W

T6N R72W

T6N R71W

T6N R70W

T6N R69W

*Crystal Mtn
S.L. section*
↓

STOVE PRAIRIE

GLEN HAVEN

DRAKE

MASONVILLE

LAPORTE

Fort Collins

Warren

Robert Benson Lake

Horseshoe

Wagon Lake

Bellevue

Claymore Lake

Collego Lake

Horseshoe Reservoir

Dixon Reservoir

Currie Lake

Water Supply Res # 24 J

Mountain Supply Reservoir # 1

Water Supply Res # 4

Water Supply Res # 4

Water Supply Res # 4

Water Supply Res # 4

Water Supply Res # 4

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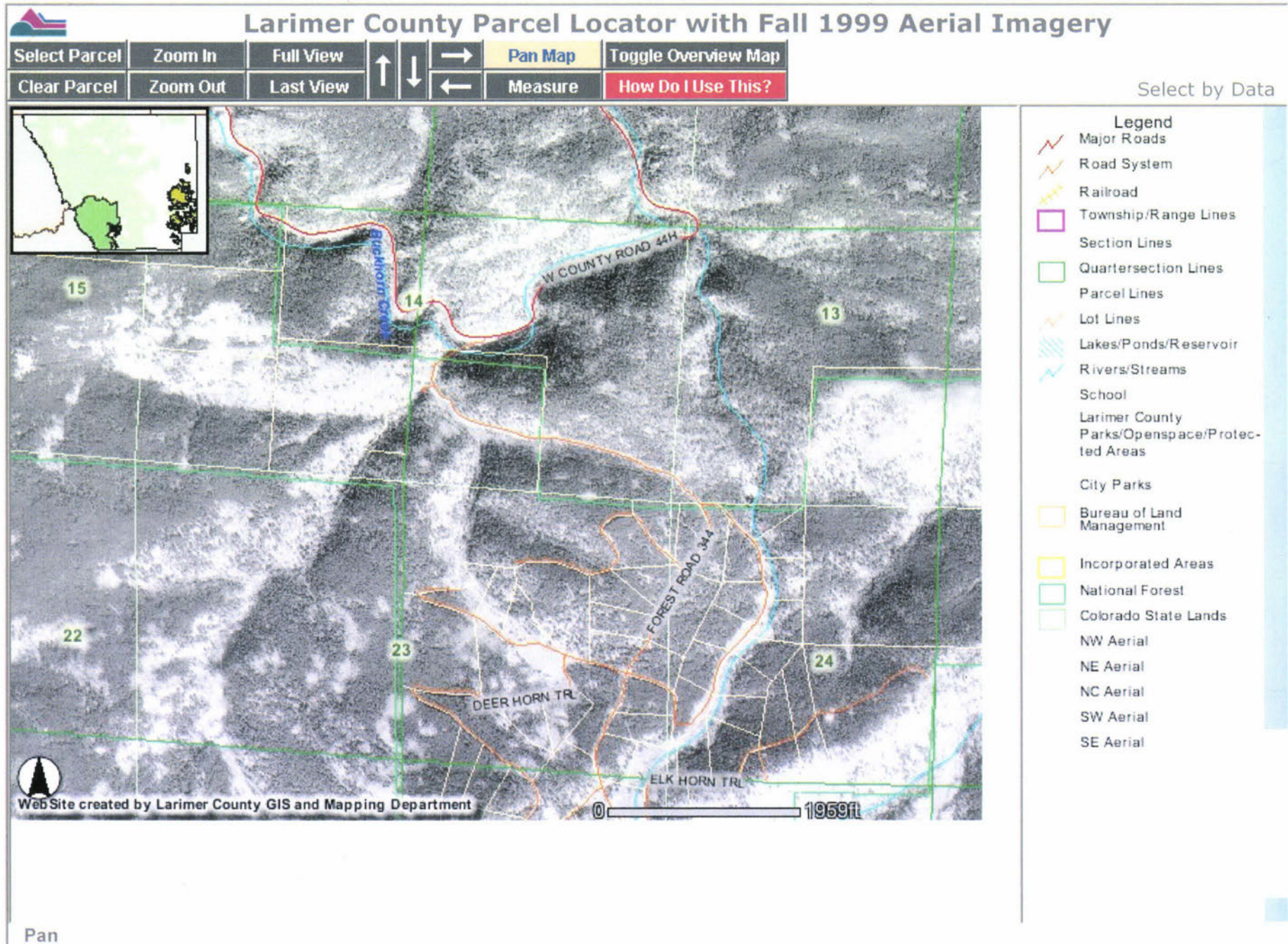
Water Supply Res # 4

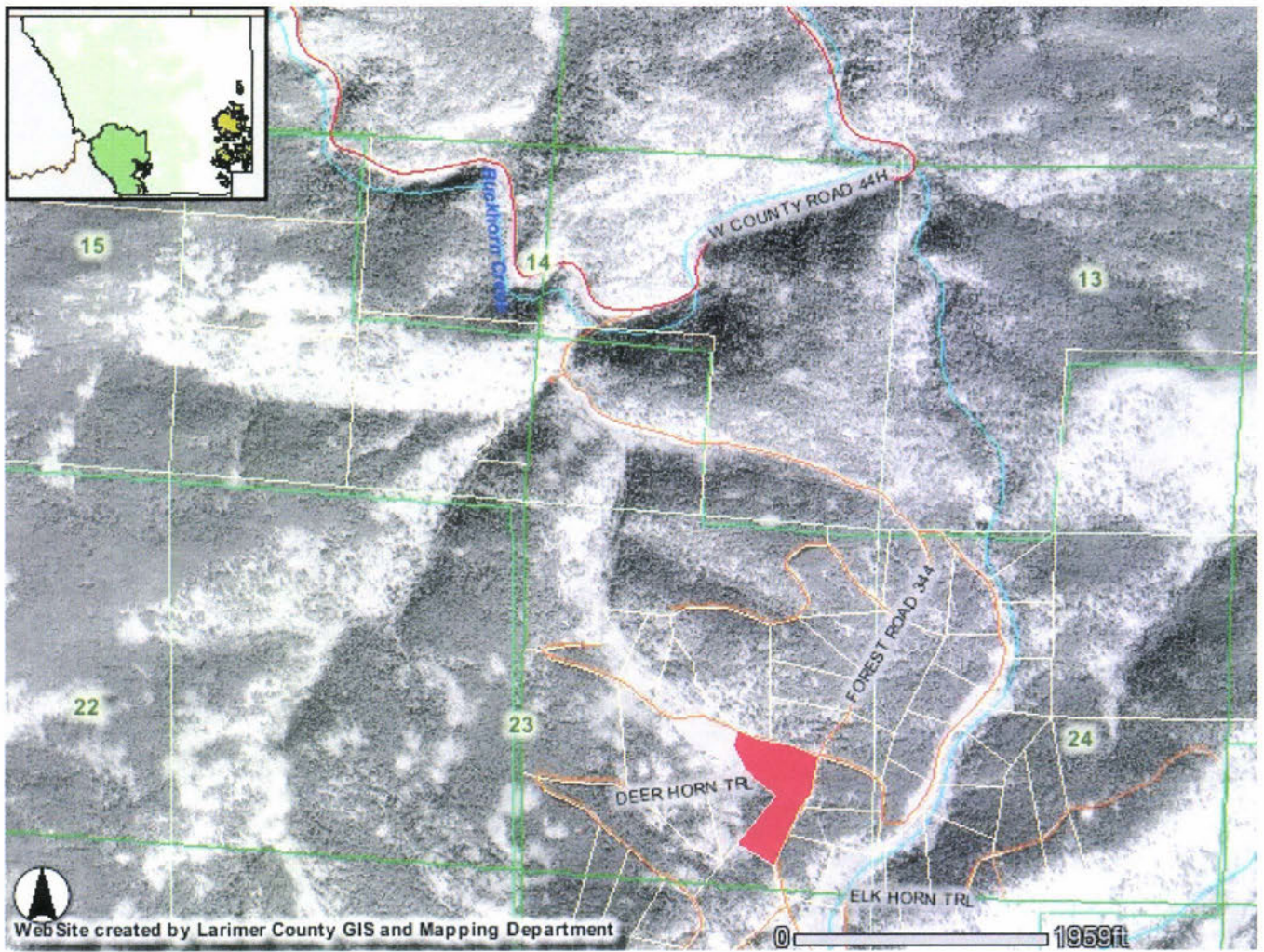
Water Supply Res # 4

Water Supply Res # 4

Water Supply Res # 4

Water Supply Res # 4





Web Site created by Larimer County GIS and Mapping Department

Larimer County Assessor Property Information Property Tax Year 2006

Parcel Number: 27231-05-072
Tax District: 1031

Schedule Number: R0284840
Current Mill Levy: 84.261

General Information

<u>Owner Name & Address</u>	<u>Property Address</u>
WHITE, THOMAS J 3019 CONESTOGA CT FORT COLLINS, CO 80526	1251 CRYSTAL MOUNTAIN RD BELLVUE 80512-0000

Subdivision: #0271 - CRYSTAL PARK

Legal Description

LOT 72, CRYSTAL PK 1ST

Sales Information

Reception #	Sale Price	Deed Type	Sale Date
20060051230	\$0	QUIT CLAIM DEED	06/02/2006
2002017805	\$0	QUIT CLAIM DEED	02/15/2002
2002010506	\$17,000	QUIT CLAIM DEED	11/19/2001
96054411	\$0	QUIT CLAIM DEED	07/01/1996
94035464	\$14,500	WARRANTY DEED	04/01/1994

Value Information

Abstract Code/Description	Value Type	Actual Value	Assessed Value	Gross Acres	Gross SqFt
1219 Res improved	Improvement	\$5,000	\$400	0.00	0
1219L Res improved	Land	\$57,700	\$4,590	8.01	348,832
Totals:		\$62,700	\$4,990	8.01	348,832

Building Improvements

Building ID: 1	Heat: None	Total Sq Ft: 1
Property Type: Residential	Roof Type:	Condo Sq Ft:
Built As: Permit Value	Roof Cover:	Bsmt. Sq Ft:
Occupancy: Single Family Residential	Foundation:	Bsmt. Fin. Sq Ft:
Year Built: 2005	Rooms: 0	
Year Remodel:	Bedrooms: 0	
Quality: Average	Baths: 0.00	
Condition: Average	Units: 0.00	
Class Descr:	Unit Type:	
Exterior:	Stories: 1.00	
Interior:		

Current use may not reflect current zoning. Not all parcels are buildable lots.

For questions about this information, contact the Assessor's office at (970) 498-7050.

FILE COPY ⁷¹⁹⁶⁹⁰

***** FILE COPY NON-NEGOTIABLE *****

Date Requested: 06/28/04

V SILVA LOGIC LLC
E 5218 STOVE PRAIRIE RD
N BELLVUE CO 805126909
D
O
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S COLORADO STATE UNIVERSITY
H CENTRAL RECEIVING
I REFERENCE DOCUMENT NUMBER: AFE 719690
P FORT COLLINS CO 80523-6011

Contact: HUGHES, MIKE
Phone: (970)491-6303
Department: CO State Frst Svc

TO:

Item #	Description	Qty	UOM	Unit Price	Extension	Acct #	Sub	User
1)	PAYMENT FOR TIMBER STAND IMPROVEMENT, SRYSTAL MTN. STATE SECTION, PER ATTACHED INVOICE #213, DATED 6/20/04	1	LOT	2250.0000	2250.00	195010	4550	
TOTAL:					\$2,250.00			

NOTIFY THE DEPARTMENT IMMEDIATELY IF THERE ARE ANY EXCEPTIONS TO THIS AFE

SIGNATURE

DATE

FILE COPY

***** FILE COPY NON-NEGOTIABLE *****

Date Requested: 06/14/04

V SILVA LOGIC LLC
E 5218 STOVE PRAIRIE RD
N BELLVUE CO 805126909
D
O
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S COLORADO STATE UNIVERSITY
H CENTRAL RECEIVING
I REFERENCE DOCUMENT NUMBER: AFE 718609
P FORT COLLINS CO 80523-6011

Contact: HUGHES, MICHAEL
Phone: (970)491-6303
Department: CO State Frst Svc

TO:

Item #	Description	Qty	UOM	Unit Price	Extension	Acct #	Sub	User
1)	PAYMENT FOR TSI WORK ON CRYSTAL MOUNTAIN STATE LAND, PER ATTACHED INVOICE #211, DATED 6/8/04.	1	LOT	2700.0000	2700.00	195010	4550	
TOTAL:					\$2,700.00			

NOTIFY THE DEPARTMENT IMMEDIATELY IF THERE ARE ANY EXCEPTIONS TO THIS AFE

SIGNATURE _____ DATE _____

SILVA LOGIC L.L.C.

Invoice

"Forestry Contractors"

Date	Invoice #
6/8/2004	211

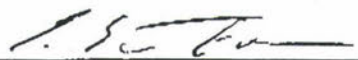
5218 Stove Prairie Rd.
 Bellvue, CO 80512-6909
 PH# 970-482-3258
 FX# 970-482-9647
 SilvaLogic@aol.com

Bill To

Colorado State Forest Service
 CSU - Main Campus
 Forest Sciences Bldg.
 Fort Collins, CO 80523

P.O. No.	Terms
P311960	Due on receipt

Description	Acres	Rate	Amount
Timber Stand Improvement, Crystal Mtn. State section per agreement	2.4	1,125.00	2,700.00

Thank you for your business!
 6/08/04

Total	\$2,700.00
Payments/Credits	\$0.00
Balance Due	\$2,700.00

SILVA LOGIC L.L.C.

Invoice

"Forestry Contractors"

5218 Stove Prairie Rd.
 Bellvue, CO 80512-6909
 PH# 970-482-3258
 FX# 970-482-9647
 SilvaLogic@aol.com


Date	Invoice #
6/20/2004	213

Bill To

Colorado State Forest Service
 CSU - Main Campus
 Forest Sciences Bldg.
 Fort Collins, CO 80523

P.O. No.	Terms
P311960	Due on receipt

Description	Acres	Rate	Amount
Timber Stand Improvement, Crystal Mtn. State section per agreement, final invoice on project.	2	1,125.00	2,250.00

Thank you for your business!

 6/20/04

Total	\$2,250.00
Payments/Credits	\$0.00
Balance Due	\$2,250.00

5218 Stove Prairie Rd.
Bellevue, CO 80512-6909
PH: 970-482-3258
FX: 970-482-9647

SILVA LOGIC L.L.C.
"Forestry Contractors"

Fax

To: Mike Hughes	From: Scott Golden
Fax: 970-491-8645	Pages: 2 incl. cover
Phone: 970-491-8453	Date: 6/20/2004
Re: 3 rd & final invoice for Crystal	CC:

Urgent **For Review** **Please Comment** **Please Reply** **Please Recycle**

• **Comments:**

Mike,

Here is the 3rd and final invoice for Crystal for a total of 7 acres. Cameron should be finished with felling this week. After appeasing Boulder County for awhile after the Stringtown hiatus, I should be skidding up there realistically by mid-July. Let me know what your schedule is looking like for maps of Ben Delatour so we can incorporate it into the brochure we are getting together. Thanks again!

Take care,

Scott

5218 Stove Prairie Rd.
Bellvue, CO 80512-6909
PH: 970-482-3258
FX: 970-482-9647

SILVA LOGIC L.L.C.
"Forestry Contractors"

Fax

To: Mike Hughes	From: Scott Golden
Fax: 970-491-8645	Pages: 2 incl cover
Phone: 970-491-8453	Date: 6/9/2004
Re: #2 invoice – Crystal Mtn.	CC: [Click here and type name]

Urgent **For Review** **Please Comment** **Please Reply** **Please Recycle**

● **Comments:**

Mike,

Here is the second invoice, I will get the third and final to you in about a week or so.

Thanks,

Scott

FILE COPY

***** FILE COPY NON-NEGOTIABLE *****

Date Requested: 06/01/04

V SILVA LOGIC LLC
 E 5218 STOVE PRAIRIE RD
 N BELLVUE CO 805126909
 D
 O
 R

S COLORADO STATE UNIVERSITY
 H CENTRAL RECEIVING
 I REFERENCE DOCUMENT NUMBER: AFE 717857
 P FORT COLLINS CO 80523-6011

Contact: HUGHES, MIKE
 Phone: (970)491-6303
 Department: CO State Frst Svc

TO:

Item #	Description	Qty	UOM	Unit Price	Extension	Acct #	Sub	User
1)	REIMBURSEMENT FOR TSI WORK OF CRYSTAL MOUNTAIN STATE LAND, PER INVOICE #210, DATED 5/28/04. SEE ATTACHED	1	LOT	2925.0000	2925.00	195010	4550	
TOTAL:					\$2,925.00			

NOTIFY THE DEPARTMENT
 IMMEDIATELY IF THERE ARE
 ANY EXCEPTIONS TO THIS AFE

SIGNATURE

DATE

SILVA LOGIC L.L.C.

"Forestry Contractors"

5218 Stove Prairie Rd.
 Bellvue, CO 80512-6909
 PH# 970-482-3258
 FX# 970-482-9647
 SilvaLogic@aol.com

Invoice


Date	Invoice #
5/28/2004	210

Bill To

Colorado State Forest Service
 CSU - Main Campus
 Forest Sciences Bldg.
 Fort Collins, CO 80523

P.O. No.	Terms
P311960	Due on receipt

Description	Acres	Rate	Amount
Timber Stand Improvement, Crystal Mtn. State section per agreement	2.6	1,125.00	2,925.00

Thank you for your business!
 5/28/04

Total	\$2,925.00
Payments/Credits	\$0.00
Balance Due	\$2,925.00

5218 Stove Prairie Rd.
Bellvue, CO 80612-6809
PH: 970-482-3258
FX: 970-482-9647

SILVA LOGIC L.L.C.
"Forestry Contractors"

Fax

To: Mike Hughes, FC Dist - CSFS	From: Scott Golden
Fax: 970-491-8645	Pages: 2 including cover
Phone: 970-491-8453	Date: 5/30/2004
Re: Crystal Mtn. Invoice	CC:

Urgent **For Review** **Please Comment** **Please Reply** **Please Recycle**

• **Comments:**

Mike,

Here is the first invoice. I will get another one to you in ~ 1 week. Cameron will be getting started felling this week. If Valerie wants to get direct deposit going that is fine, just have her send me the info. Otherwise, if we don't want to rock the boat, utilizing pay by mail as in the past is fine. Take care and I'll talk to you soon.

- Scott

INDEPENDENT SERVICES CONTRACT

THIS CONTRACT is made and entered into as of the date that it is approved by the Controller of the State of Colorado or his/her authorized delegate as indicated by the signature below. The Controller or his/her delegate shall sign last. By signing below, the parties agree that Contractor, as an independent contractor and not as an employee, shall timely and competently perform the services described in the scope of work attachment, Exhibit A to this Contract, under the terms and conditions set forth in this Contract.

PARTIES:

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, HEREINAFTER REFERRED TO AS "UNIVERSITY"

CONTACT NAME: Michael Hughes
DEPARTMENT: Fort Collins District
COLORADO STATE FOREST SERVICE
COLORADO STATE UNIVERSITY
FORT COLLINS, CO 80523-5075
TELE: (970) 491-8453
FAX: (970) 491-8645
EMAIL: mhughes@lamar.colostate.edu

FULL LEGAL NAME OF CONTRACTOR: SILVA LOGIC L.L.C.
TYPE OF BUSINESS: Limited Liability Company
STATE OF BUSINESS REGISTRATION: ____
BUSINESS ADDRESS: 5218 Stove Prairie Rd.
CITY, STATE, ZIP: Bellvue, CO 80512-6909
FEIN or TAX ID#: 84-1499054
CONTACT NAME: Scott Golden
DEPARTMENT: _____
TELE: (970) 482-3258
FAX: (970) 482-9647
EMAIL: silvlogic@aol.com

PLACE WHERE THE SERVICES WILL BE PROVIDED: Larimer County, CO Crystal Mtn. State Section

DATE FOR COMMENCEMENT OF SERVICES (CANNOT BE EARLIER THAN EFFECTIVE DATE OF THIS CONTRACT PER SIGNATURE OF STATE CONTROLLER): 5-17-04

CONTRACT END DATE (if service milestones or periodic deliverables are to be used, specify on Scope of Work Attachment, Exhibit A): 06-30-04

WHEREAS, authority exists in law and funds have been budgeted, appropriated and otherwise made available and a sufficient unencumbered balance remains available for encumbering and subsequent payment of this contract under Fund No. 195010; and

WHEREAS, the Contractor was selected in accordance with State law as a result of Invitation for Bids number _____;

NOW, THEREFORE, the Parties above-named, in consideration of the mutual promises contained herein and other good and valuable consideration, hereby agree as follows:

TERMS AND CONDITIONS OF THE CONTRACT

1. **Independent Contractor; Relationship of the Parties.** The parties aver that:
 - a. The Contractor is not subject to University's control as to the means and methods of accomplishing the work to be performed hereunder, but the University may specify and control the result to be accomplished including any specifications, standards, requirements and deliverables;
 - b. The Contractor selects its own customers or clients and is free to contract with others during the term of this Contract;

- c. The Contractor, if a sole proprietor, represents and warrants that he/she has has not previously been an employee of the State of Colorado either as a temporary or permanent employee. If "has" is checked, a statement setting forth the name of the agency or department in which the Contractor was employed, the last date of employment and the nature of the assigned duties must be provided on a separate sheet; and
- d. This Contract shall not be construed to create any partnership, joint venture, nor other agency relationship between the parties, who are independent of one another. It is expressly understood and agreed that the enforcement of the terms and conditions of this contract and all rights of action relating to such enforcement, shall be strictly reserved to the State and the named Contractor. Nothing contained in this Contract shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the parties that any such person or entity, other than the parties hereto, receiving services or benefits under this Agreement shall be deemed an incidental beneficiary only.

2. **Payment Terms. Check one box only:**

- a. **This is a fixed-price contract.** Payment for all services under this contract shall be in the fixed sum of \$0.00 payable upon invoice after satisfactory completion of the work, except insofar as a payment schedule or other terms and conditions are set forth in Exhibit B, which if applicable is attached hereto and incorporated by this reference.
- b. **This is not a fixed price contract.** The price is to be determined according to time and materials or other method of calculation as more fully described in Exhibit B, which is attached and incorporated by this reference. The total amount to be paid to Contractor shall not exceed _____ and the basis for all charges shall be clearly identified on Contractor=s invoice(s). No payment shall be made for services or deliverables except as specified in this Contract unless further agreed and approved in writing.

3. **Inspection and Acceptance of Services.** The University reserves the right to inspect the services provided under this contract at all reasonable times and places during the term of the contract. "Services" as used in this clause includes the works and any tangible things produced or delivered in the performance of services, whether or not complete. If any of the services do not conform with contract requirements, the University may require the Contractor to perform the services again in conformity with contract requirements, with no additional payment. When defects in the quality or quantity of service cannot be corrected by re-performance, the University may (1) require the Contractor to take necessary action to ensure that the future performance conforms to contract requirements and (2) equitably reduce the payment due the Contractor to reflect the reduced value of the services performed. These remedies in no way limit the remedies available to the University in the termination provisions of this contract, or remedies otherwise available at law.

4. **Governmental Immunities Preserved.** Notwithstanding any other provision of this Contract to the contrary, no term or condition of this contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Colorado Governmental Immunity Act, Section 24-10-101, et seq., CRS, as now or hereafter amended. The parties understand and agree that liability for claims for injuries to persons or property arising out of negligence of the State of Colorado, its departments, institutions, agencies, boards, officials and employees is controlled and limited by the provisions of Section 24-10-101, et seq., CRS, as now or hereafter amended and the risk management statutes, Section 24-30-1501, et. seq., CRS, as now or hereafter amended, which provisions are hereby incorporated and made a part of this Contract.

5. **Insurance.** The Contractor shall obtain, and shall maintain at all times during the term of this Contract, insurance in the following kinds and amounts:

- a. Standard Worker's Compensation and Employer Liability as required by State statute, including occupational disease, covering all employees on or off the work site, acting within the course and scope of their employment.
- b. General, Personal Injury, and Automobile Liability (including bodily injury, personal injury, and property damage) minimum coverage:
 - i. Combined single limit of \$1,000,000 if written on an occurrence basis.
 - ii. Any aggregate limit will not be less than \$1,000,000.

- iii. Combined single limit of \$1,000,000 for policies written on a claims-made basis. The policy shall include an endorsement, certificate, or other evidence that coverage extends two years beyond the performance period of the contract.
 - c. If any aggregate limits are reduced below \$1,000,000 because of claims made or paid during the required policy period, the contractor shall immediately obtain additional insurance to restore the full aggregate limit and furnish a certificate or other document showing compliance with this provision.
 - d. The State of Colorado, The Board of Governors of the Colorado State University System, and Colorado State University shall be named as additional insured on all liability policies other than automobile liability.
 - e. The insurance shall include provisions preventing cancellation without 60 days prior notice to the University by certified mail.
 - f. The Contractor shall furnish certificates showing adequate insurance coverage to the University at the time of execution of this Contract and, thereafter, whenever such insurance is renewed or a change in coverages is effected, or upon request by University, at any time upon reasonable notice.
6. **Ownership of Work Products.** All work product, including any software, research, reports, studies, data, photographs, negatives or other documents, drawings or materials prepared by Contractor in the performance of its obligations under this contract shall be the exclusive property of the University and all such materials shall be delivered to the University by the Contractor upon completion, termination, or cancellation of this contract. Contractor may, at its own expense, keep copies of all its writings for its personal files. Contractor shall not use, willingly allow, nor cause to have such materials used for any purpose other than the performance of Contractor's obligations under this contract without the prior written consent of the University. The ownership rights described herein shall include, but not be limited to, the right to copy, publish, display, transfer, prepare derivative works, or otherwise use the works.
7. **Time is of the Essence.** All time limits, time periods, milestones and completion dates stated in the contract documents are of the essence of this contract.
8. **Default.** A party will be considered in default of its obligations under this Contract if such party should fail to observe, to comply with, or to perform any term, condition, or covenant contained in this Contract and such failure continues for ten (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 Contract as of the date specified in the notice, and may seek such other and further relief as may be provided by law.
9. **Termination for Convenience.** The University may terminate this contract at any time the University determines that the purposes of the distribution of State moneys under the contract would no longer be served by completion of the project. The University shall effect such termination by giving written notice of termination to the contractor and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the contractor under this contract shall, at the option of the University, become its property, and the contractor shall be entitled to receive just and equitable compensation for any satisfactory services and supplies delivered.

If the contract is terminated by the University as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services satisfactorily performed bear to the total services of the contractor covered by this contract, less payments of compensation previously made, provided, however, that if less than sixty percent (60%) of the services covered by this contract have been performed upon the effective date of such termination, the Contractor shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this contract) incurred by the Contractor during the contract period which are directly attributable to the uncompleted portion of the services covered by this contract. In no event shall reimbursement under this clause exceed the contract amount. If this contract is terminated for cause, or due to the fault of the Contractor, the Termination for Cause or Default provision shall apply.
10. **Notices.** All notices required to be given under this Contract 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 written notice in the same manner as for any other notice. The initial representatives of the parties are as follows:

If to University:

Name: Michael Hughes
Dept: Colorado State Forest Service
Colorado State University
Fort Collins, CO 80523-5075
Telephone: (970) 491-8453
Fax: (970) 491-8645

If to Contractor:

Name: Scott Golden
Dept: _____
Address: 5218 Stove Prairie Rd.
City, State, Zip: Bellvue, CO 80512-6909
Telephone: (970) 482-3258
Fax: (970) 482-9647

With a copy to:

Contracts Manager
309 Administration
Colorado State University
Fort Collins, CO 80523-6001
Fax: (970) 491-2254

11. **Legal Authority.** The Contractor warrants that it possesses the legal authority to enter into this contract and that it 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 contract and to bind the contractor to its terms. The person(s) executing this contract on behalf of the contractor warrant(s) that such person(s) have full authorization to execute this contract.
12. **Non-Assignment.** Contractor shall not assign or subcontract any of its obligations under this contract 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 contract, without waiver of any other right or remedy, upon notice of Contractor=s assignment or subcontract in violation of this section.
13. **Binding effect.** This Contract is binding upon the heirs, personal representatives, successors, and permitted assigns of both parties.
14. **Entire Agreement.** This Contract 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 Contract.
15. **Amendment.** No modification or amendment to this Contract shall be valid unless it is made in a writing signed by the authorized representatives of the parties.
16. **Waiver.** The waiver by either party of a breach or violation of any provision of this Contract shall not operate as or be construed to be a waiver of any subsequent breach of the same or other provision hereof.
17. **Severability.** In the event that any provision of this Contract is held unenforceable for any reason, the remaining provisions of this Contract shall remain in full force and effect.
18. **Exhibits.** If checked, the following exhibits are attached, initialed by the signatories, and hereby made a part of this Contract:

- Exhibit A: Scope of Work**
- Exhibit B: Payment Provisions**
- Exhibit C:** _____.
- Other:** _____

19. **Special Provisions.** The following Special Provisions are required by law and are hereby incorporated into this contract. Any conflict between the Special Provisions and any other provision of this contract, including any exhibit or attachment, shall be controlled by the Special Provisions:

SPECIAL PROVISIONS

(Not for Use with Inter-Governmental Contracts)

1. CONTROLLER'S APPROVAL. CRS 24-30-202 (1)

This contract shall not be deemed valid until it has been approved by the Controller of the State of Colorado or such assistant as he may designate.

2. FUND AVAILABILITY. CRS 24-30-202 (5.5)

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.

3. INDEMNIFICATION.

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.

4. INDEPENDENT CONTRACTOR. 4 CCR 801-2

THE CONTRACTOR SHALL PERFORM ITS DUTIES HEREUNDER AS AN INDEPENDENT CONTRACTOR AND NOT AS AN EMPLOYEE. NEITHER THE CONTRACTOR NOR ANY AGENT OR EMPLOYEE OF THE CONTRACTOR SHALL BE OR SHALL BE DEEMED TO BE AN AGENT OR EMPLOYEE OF THE STATE. CONTRACTOR SHALL PAY WHEN DUE ALL REQUIRED EMPLOYMENT TAXES AND INCOME TAX AND LOCAL HEAD TAX ON ANY MONIES PAID BY THE STATE PURSUANT TO THIS CONTRACT. CONTRACTOR ACKNOWLEDGES THAT THE CONTRACTOR AND ITS EMPLOYEES ARE NOT ENTITLED TO UNEMPLOYMENT INSURANCE BENEFITS UNLESS THE CONTRACTOR OR THIRD PARTY PROVIDES SUCH COVERAGE AND THAT THE STATE DOES NOT PAY FOR OR OTHERWISE PROVIDE SUCH COVERAGE. CONTRACTOR SHALL HAVE NO AUTHORIZATION, EXPRESS OR IMPLIED, TO BIND THE STATE TO ANY AGREEMENTS, LIABILITY, OR UNDERSTANDING EXCEPT AS EXPRESSLY SET FORTH HEREIN. CONTRACTOR SHALL PROVIDE AND KEEP IN FORCE WORKERS' COMPENSATION (AND PROVIDE PROOF OF SUCH INSURANCE WHEN REQUESTED BY THE STATE) AND UNEMPLOYMENT COMPENSATION INSURANCE IN THE AMOUNTS REQUIRED BY LAW, AND SHALL BE SOLELY RESPONSIBLE FOR THE ACTS OF THE CONTRACTOR, ITS EMPLOYEES AND AGENTS.

5. NON-DISCRIMINATION.

The contractor agrees to comply with the letter and the spirit of all applicable state and federal laws respecting discrimination and unfair employment practices.

6. CHOICE OF LAW.

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 contract. Any provision of this contract, whether or not incorporated herein by reference, which provides for arbitration by any extra-judicial body or person or which is otherwise in conflict with said laws, rules, and regulations shall be considered null and void. Nothing contained in any provision incorporated herein by reference which purports to negate this or any other special provision in whole or in part shall be valid or enforceable or available in any action at law whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision will not invalidate the remainder of this contract to the extent that the contract is capable of execution.

At all times during the performance of this contract, the Contractor shall strictly adhere to all applicable federal and State laws, rules, and regulations that have been or may hereafter be established.

7. VENDOR OFFSET. CRS 24-30-202 (1) & CRS 24-30-202.4

Pursuant to CRS 24-30-202.4 (as amended), the State Controller may withhold debts owed to State agencies under the vendor offset intercept system for: (a) unpaid child support debt or child support arrearages; (b) unpaid balance of tax, accrued interest, or other charges specified in Article 21, Title 39, CRS; (c) unpaid loans due to the Student Loan Division of the Department of Higher Education; (d) owed amounts required to be paid to the Unemployment Compensation Fund; and (e) other unpaid debts owing to the State or any agency thereof, the amount of which is found to be owing as a result of final agency determination or reduced to judgment as certified by the controller.

8. EMPLOYEE FINANCIAL INTEREST. CRS 24-18-201 & CRS 24-50-507

The signatories aver that to their knowledge, no employee of the State of Colorado has any personal or beneficial interest whatsoever in the service or property described herein.

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

CONTRACTOR:

Full Legal Name of Contracting Entity

Social Security Number or FEIN

Signature of Authorized Officer

Print Name & Title of Authorized Officer

CORPORATIONS:

(A corporate seal or attestation is required.)

Attest (Seal)

By _____
(Corporate Secretary or Equivalent)

**STATE OF COLORADO:
BILL OWENS, GOVERNOR**

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

By: _____

Printed Name: _____

Title: _____

APPROVED:

By: _____
Dean or Department Head

LEGAL SUFFICIENCY:

**Ken Salazar
Attorney General, State of Colorado**

By: _____
**Robert Schur
University Contracts Manager**

**ALL CONTRACTS MUST BE APPROVED BY
THE STATE CONTROLLER**

CRS 24-30-202 requires that the State Controller approve all state contracts. This contract is not valid until the State Controller, or such assistant as he may delegate, has signed it. The contractor is not authorized to begin performance until the contract is signed and dated below. If performance begins prior to the date below, the State of Colorado may not be obligated to pay for the goods and/or services provided.

**STATE CONTROLLER:
ARTHUR L. BARNHART**

By _____

Date _____

EXHIBIT A TO INDEPENDENT SERVICES CONTRACT
SCOPE OF WORK

[Enter here or attach a detailed description of the work to be performed, including any milestone dates, standards or guidelines to be met, deliverables, etc.]

Roland Dixon

221-1546

679-8112 cell

A-1

Exhibit A to Independent Services Contract

Initials:

Steven Walker
221-1285

EXHIBIT B TO INDEPENDENT SERVICES CONTRACT
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].

Initials:



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

DATE: 11/11/02 PURCHASE ORDER: P311960

PURCHASE ORDER

TERMS	FOB	QUOTE NO./QUOTE DATE	EXPECTED DELIVERY DATE
N			
PURCH. CONTACT	PHONE	DEPT. NO.	
PAT GRIEGO	(970) 491-6194	0056005 5000	V0000733820-00

VENDOR
 SILVA LOGIC LLC
 5218 STOVE PRAIRIE RD
 BELLVUE CO 80512-6909

SHIP TO
 MICHAEL HUGHES
 CSFS FORT COLLINS DISTRICT
 BLDG 1052 FOOTHILLS CAMPUS
 REFERENCE P.O. P311960
 FORT COLLINS CO 80523-5075

ACCOUNT NUMBER	PERCENT	AMOUNT	ACCOUNT NUMBER	PERCENT	AMOUNT

NO.	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	EXTENSION
01	1.00	LOT	SERVICE AGREEMENT TIMBER STAND IMPROVEMENT (TSI) WORK ON CRYSTAL MTN STATE LAND SECTION PER ATTACHED AGREEMENT. CR 1-95010-4550	3,700.0000	3,700.00

TOTAL \$ 3,700.00

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

**FOREST PRODUCTS SALES AGREEMENT
STATE LANDS**



SALE NAME: Crystal Mtn. #1

THIS AGREEMENT, made this 19th day of May , 2004, by and between the State Board of Agriculture in behalf of the Colorado State Forest Service, Fort Collins District, lessee of the property subject to this agreement, hereinafter referred as the CSFS, and Greg Tyler, High Plains Log & Timber, whose place of business is P.O. Box 3366633, Greeley, CO 80633 (970) 381-2775, hereinafter referred to as the PURCHASER.

RIGHT TO SELL:

The CSFS warrants that it has the authority to sell the forest products covered by this agreement from the property herein described: Crystal Mountain, Section 36, T7N, R72W, and Section 36, T12N, R74W, 6th principle meridian, Larimer County, Colorado.

SALE LOCATION:

The boundaries of the sale area are marked as follows: Brass cap section corners , as set forth in Exhibit A, which is attached hereto and incorporated herein, the same as if set forth in full.

SALE PERIOD:

The effective dates of this agreement will be from May 19, 2004 to December 31 2004, inclusive, and may be extended by mutual agreement of both parties per AGREEMENT MODIFICATION section.

ACCESS:

The CSFS grants to the PURCHASER access to the above described property for the purposes of the agreement. Access will be via: The Buckhorn Road (County Rd. 44H) and the Crystal Mountain Rd.

DESCRIPTION OF PRODUCT SOLD:

<u>PRODUCT</u>	<u>QUANTITY (EST)</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>PRODUCT VALUE</u>
Post and Polls	45	Cords	* see	N/A
Transplants			* exhibit B	
TOTAL SALE VALUE				

PRODUCT DESIGNATION:

The products sold are marked in the following manner: N/A

AGREEMENT TERMINATION:

This agreement shall be terminated upon receipt of written notice from the CSFS for non-compliance of the PURCHASER. Specific non-compliance items shall be listed in said written notice. All prepayments and products will revert to the CSFS.

AGREEMENT MODIFICATIONS:

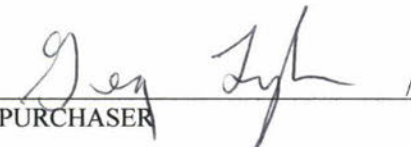
This agreement may be modified, in writing, by mutual consent of both parties.

BINDING ON HEIRS:

The terms and conditions of this agreement shall be binding upon the heirs, executors, administrators, or successors and assigns of their party.


COLORADO STATE FOREST SERVICE

May 18, 2004
DATE


PURCHASER

5/19/04
DATE

EXHIBIT B

Work is being evenly exchanged for the value of the timber.
There will be no money exchanged.

A bond, from this purchaser, is already being held on another sale.



TIMBER STAND IMPROVEMENT CONTRACT ANNOUNCEMENT

Colorado
State
FOREST
SERVICE

MB
DF
KP
please
return
MA

COLORADO STATE FOREST SERVICE FORT COLLINS DISTRICT

Fort Collins District
Foothills Campus, Building 1052
Colorado State University
Fort Collins, Colorado 80523-5075
(970) 491-8660
FAX: (970) 491-8645

CRYSTAL MOUNTAIN (TSI)

Service Description: Pre-commercial Thinning - - Green Standing Sapling Size Lodgepole Pine
w/some Spruce and White Fir

Size: Saplings - - 2"- 4" dbh

Area Description: The sale is approx. 4 acres (*more acreage may be added*) located near the
center of 36, Township 7 North, Range 72 West of the 6th Principle Meridan.

Contract Period: The contractor will have until June 30, 2003 to complete this contract.
Extensions may be granted at the administering forester's discretion.

Roads: The sale can be accessed from Crystal Mountain Road (USFS 344) off of
Larimer County Rd. 44H. No new road construction is needed.

Bidding: This is a sealed bid contract. Send sealed bids to
Colorado State Forest Service, CSU Foothills Campus, Bldg. 1052,
Fort Collins, CO 80523. Bids are due by September 30, and will be awarded
October 4, 2002. Bill will be submitted upon completion.

Other Contract Requirements:

1. All trees cut will be chipped. Existing roads and trails will be used.
2. Any product harvested and removed from the site will be paid for by contractor to the CSFS.
Value will be determined before service agreement is signed.
3. Contractor must maintain comprehensive general liability insurance and shall name the
Colorado State Board of Agriculture and CSFS as an additional insured, and shall maintain
work's compensation insurance as required by law. The contractor shall provide CSFS thirty
days advanced written notice of termination.

Show-me: A tour of the area is scheduled for Thursday, September 19, 2002 at 9:00 am. Meet
at the intersection of Crystal Mountain Rd. (USFS 344) and
Larimer County Rd. 44H (Buckhorn Rd.). Please call the administering forester if you
plan to attend or need more information.

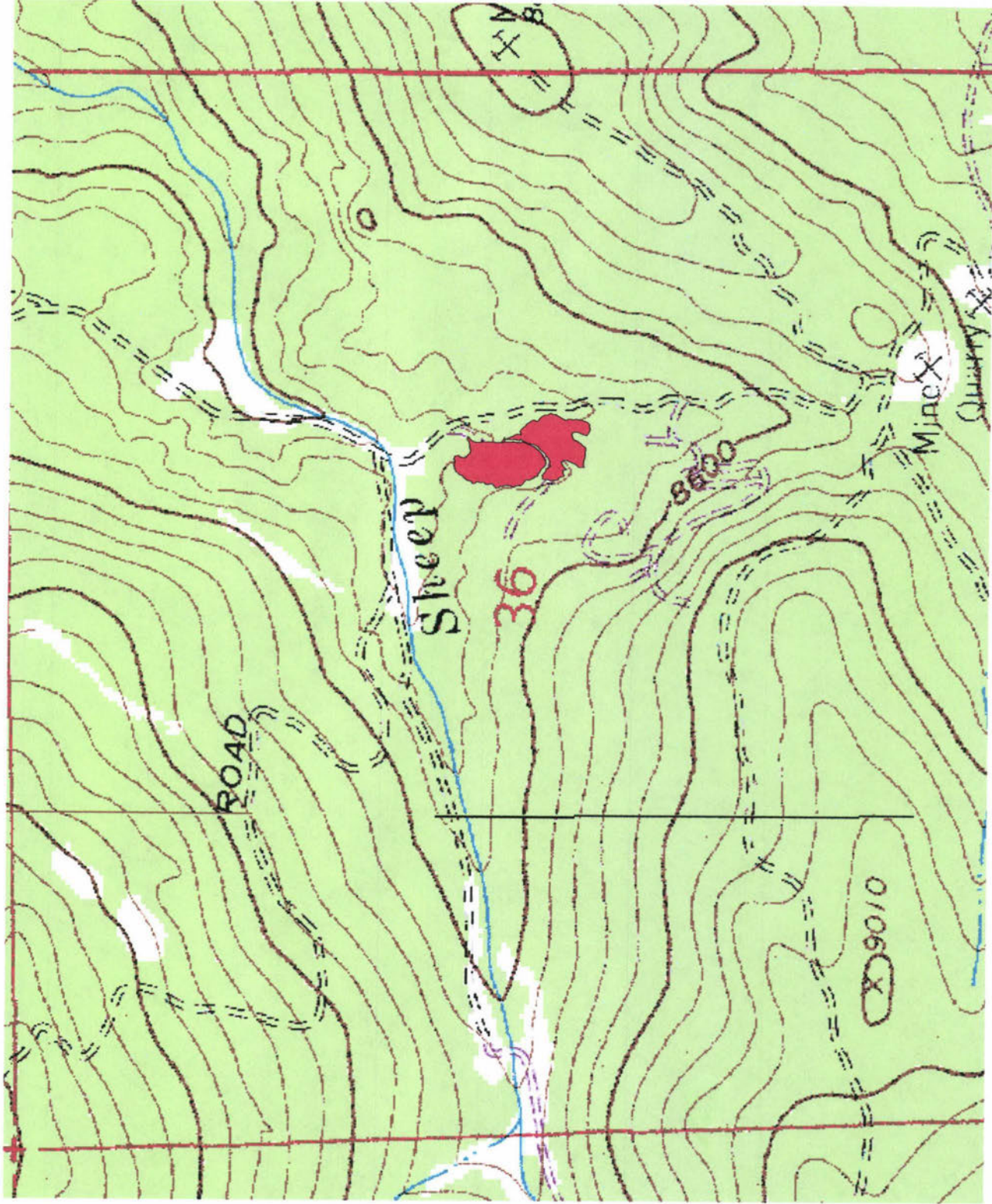
Administration: The contract will be administered by Mike Hughes, Colorado State Forest
Service, (970) 491-8453.

The Colorado State Forest Service reserves the right to reject any and all bids.



Location Map

Crystal Mtn. TSI



INDEPENDENT SERVICES CONTRACT

THIS CONTRACT is made and entered into as of the date that it is approved by the Controller of the State of Colorado or his/her authorized delegate as indicated by the signature below. The Controller or his/her delegate shall sign last. By signing below, the parties agree that Contractor, as an independent contractor and not as an employee, shall timely and competently perform the services described in the scope of work attachment, Exhibit A to this Contract, under the terms and conditions set forth in this Contract.

PARTIES:

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, HEREINAFTER REFERRED TO AS "UNIVERSITY"

CONTACT NAME: Michael Hughes
DEPARTMENT: Fort Collins District
COLORADO STATE FOREST SERVICE
COLORADO STATE UNIVERSITY
FORT COLLINS, CO 80523-5075
TELE: (970) 491-8453
FAX: (970) 491-8645
EMAIL: mhughes@lamar.colostate.edu

FULL LEGAL NAME OF CONTRACTOR:
SILVA LOGIC L.L.C.
TYPE OF BUSINESS: Limited Liability Company
STATE OF BUSINESS REGISTRATION: _____
BUSINESS ADDRESS:
5218 Stove Prairie Rd.
CITY, STATE, ZIP: Bellvue, CO 80512-6909
FEIN or TAX ID#: 84-1499054
CONTACT NAME: Scott Golden
DEPARTMENT: _____
TELE: (970) 482-3258
FAX: (970) 482-9647
EMAIL: silvlogic@aol.com

PLACE WHERE THE SERVICES WILL BE PROVIDED: Larimer County, CO Crystal Mtn. State Section

DATE FOR COMMENCEMENT OF SERVICES (CANNOT BE EARLIER THAN EFFECTIVE DATE OF THIS CONTRACT PER SIGNATURE OF STATE CONTROLLER): 10-28-02

CONTRACT END DATE (if service milestones or periodic deliverables are to be used, specify on Scope of Work Attachment, Exhibit A): 06-30-03

WHEREAS, authority exists in law and funds have been budgeted, appropriated and otherwise made available and a sufficient unencumbered balance remains available for encumbering and subsequent payment of this contract under Fund No. 195010; and

WHEREAS, the Contractor was selected in accordance with State law as a result of Invitation for Bids number _____;

NOW, THEREFORE, the Parties above-named, in consideration of the mutual promises contained herein and other good and valuable consideration, hereby agree as follows:

TERMS AND CONDITIONS OF THE CONTRACT

1. **Independent Contractor; Relationship of the Parties.** The parties aver that:
 - a. The Contractor is not subject to University's control as to the means and methods of accomplishing the work to be performed hereunder, but the University may specify and control the result to be accomplished including any specifications, standards, requirements and deliverables;
 - b. The Contractor selects its own customers or clients and is free to contract with others during the term of this Contract;

- c. The Contractor, if a sole proprietor, represents and warrants that he/she has has not previously been an employee of the State of Colorado either as a temporary or permanent employee. If "has" is checked, a statement setting forth the name of the agency or department in which the Contractor was employed, the last date of employment and the nature of the assigned duties must be provided on a separate sheet; and
- d. This Contract shall not be construed to create any partnership, joint venture, nor other agency relationship between the parties, who are independent of one another. It is expressly understood and agreed that the enforcement of the terms and conditions of this contract and all rights of action relating to such enforcement, shall be strictly reserved to the State and the named Contractor. Nothing contained in this Contract shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the parties that any such person or entity, other than the parties hereto, receiving services or benefits under this Agreement shall be deemed an incidental beneficiary only.

2. **Payment Terms. Check one box only:**

- a. **This is a fixed-price contract.** Payment for all services under this contract shall be in the fixed sum of \$3700.00 payable upon invoice after satisfactory completion of the work, except insofar as a payment schedule or other terms and conditions are set forth in Exhibit B, which if applicable is attached hereto and incorporated by this reference.
 - b. **This is not a fixed price contract.** The price is to be determined according to time and materials or other method of calculation as more fully described in Exhibit B, which is attached and incorporated by this reference. The total amount to be paid to Contractor shall not exceed _____ and the basis for all charges shall be clearly identified on Contractor=s invoice(s). No payment shall be made for services or deliverables except as specified in this Contract unless further agreed and approved in writing.
3. **Inspection and Acceptance of Services.** The University reserves the right to inspect the services provided under this contract at all reasonable times and places during the term of the contract. "Services" as used in this clause includes the works and any tangible things produced or delivered in the performance of services, whether or not complete. If any of the services do not conform with contract requirements, the University may require the Contractor to perform the services again in conformity with contract requirements, with no additional payment. When defects in the quality or quantity of service cannot be corrected by re-performance, the University may (1) require the Contractor to take necessary action to ensure that the future performance conforms to contract requirements and (2) equitably reduce the payment due the Contractor to reflect the reduced value of the services performed. These remedies in no way limit the remedies available to the University in the termination provisions of this contract, or remedies otherwise available at law.
4. **Governmental Immunities Preserved.** Notwithstanding any other provision of this Contract to the contrary, no term or condition of this contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Colorado Governmental Immunity Act, Section 24-10-101, et seq., CRS, as now or hereafter amended. The parties understand and agree that liability for claims for injuries to persons or property arising out of negligence of the State of Colorado, its departments, institutions, agencies, boards, officials and employees is controlled and limited by the provisions of Section 24-10-101, et seq., CRS, as now or hereafter amended and the risk management statutes, Section 24-30-1501, et. seq., CRS, as now or hereafter amended, which provisions are hereby incorporated and made a part of this Contract.
5. **Insurance.** The Contractor shall obtain, and shall maintain at all times during the term of this Contract, insurance in the following kinds and amounts:
- a. Standard Worker's Compensation and Employer Liability as required by State statute, including occupational disease, covering all employees on or off the work site, acting within the course and scope of their employment.
 - b. General, Personal Injury, and Automobile Liability (including bodily injury, personal injury, and property damage) minimum coverage:
 - i. Combined single limit of \$1,000,000 if written on an occurrence basis.
 - ii. Any aggregate limit will not be less than \$1,000,000.

change its designated representative or address at any time by written notice in the same manner as for any other notice. The initial representatives of the parties are as follows:

If to University:

Name: Michael Hughes
Dept: Colorado State Forest Service
Colorado State University
Fort Collins, CO 80523-5075
Telephone: (970) 491-8453
Fax: (970) 491-8645

If to Contractor:

Name: Scott Golden
Dept: _____
Address: 5218 Stove Prairie Rd.
City, State, Zip: Bellvue, CO 80512-6909
Telephone: (970) 482-3258
Fax: (970) 482-9647

With a copy to:

Contracts Manager
309 Administration
Colorado State University
Fort Collins, CO 80523-6001
Fax: (970) 491-2254

11. **Legal Authority.** The Contractor warrants that it possesses the legal authority to enter into this contract and that it 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 contract and to bind the contractor to its terms. The person(s) executing this contract on behalf of the contractor warrant(s) that such person(s) have full authorization to execute this contract.
12. **Non-Assignment.** Contractor shall not assign or subcontract any of its obligations under this contract 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 contract, without waiver of any other right or remedy, upon notice of Contractor=s assignment or subcontract in violation of this section.
13. **Binding effect.** This Contract is binding upon the heirs, personal representatives, successors, and permitted assigns of both parties.
14. **Entire Agreement.** This Contract 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 Contract.
15. **Amendment.** No modification or amendment to this Contract shall be valid unless it is made in a writing signed by the authorized representatives of the parties.
16. **Waiver.** The waiver by either party of a breach or violation of any provision of this Contract shall not operate as or be construed to be a waiver of any subsequent breach of the same or other provision hereof.
17. **Severability.** In the event that any provision of this Contract is held unenforceable for any reason, the remaining provisions of this Contract shall remain in full force and effect.
18. **Exhibits.** If checked, the following exhibits are attached, initialed by the signatories, and hereby made a part of this Contract:

- Exhibit A: Scope of Work
- Exhibit B: Payment Provisions
- Exhibit C: _____
- Other: _____

19. **Special Provisions.** The following Special Provisions are required by law and are hereby incorporated into this contract. Any conflict between the Special Provisions and any other provision of this contract, including any exhibit or attachment, shall be controlled by the Special Provisions:

SPECIAL PROVISIONS

(Not for Use with Inter-Governmental Contracts)

1. CONTROLLER'S APPROVAL. CRS 24-30-202 (1)

This contract shall not be deemed valid until it has been approved by the Controller of the State of Colorado or such assistant as he may designate.

2. FUND AVAILABILITY. CRS 24-30-202 (5.5)

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.

3. INDEMNIFICATION.

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.

4. INDEPENDENT CONTRACTOR. 4 CCR 801-2

THE CONTRACTOR SHALL PERFORM ITS DUTIES HEREUNDER AS AN INDEPENDENT CONTRACTOR AND NOT AS AN EMPLOYEE. NEITHER THE CONTRACTOR NOR ANY AGENT OR EMPLOYEE OF THE CONTRACTOR SHALL BE OR SHALL BE DEEMED TO BE AN AGENT OR EMPLOYEE OF THE STATE. CONTRACTOR SHALL PAY WHEN DUE ALL REQUIRED EMPLOYMENT TAXES AND INCOME TAX AND LOCAL HEAD TAX ON ANY MONIES PAID BY THE STATE PURSUANT TO THIS CONTRACT. CONTRACTOR ACKNOWLEDGES THAT THE CONTRACTOR AND ITS EMPLOYEES ARE NOT ENTITLED TO UNEMPLOYMENT INSURANCE BENEFITS UNLESS THE CONTRACTOR OR THIRD PARTY PROVIDES SUCH COVERAGE AND THAT THE STATE DOES NOT PAY FOR OR OTHERWISE PROVIDE SUCH COVERAGE. CONTRACTOR SHALL HAVE NO AUTHORIZATION, EXPRESS OR IMPLIED, TO BIND THE STATE TO ANY AGREEMENTS, LIABILITY, OR UNDERSTANDING EXCEPT AS EXPRESSLY SET FORTH HEREIN. CONTRACTOR SHALL PROVIDE AND KEEP IN FORCE WORKERS' COMPENSATION (AND PROVIDE PROOF OF SUCH INSURANCE WHEN REQUESTED BY THE STATE) AND UNEMPLOYMENT COMPENSATION INSURANCE IN THE AMOUNTS REQUIRED BY LAW, AND SHALL BE SOLELY RESPONSIBLE FOR THE ACTS OF THE CONTRACTOR, ITS EMPLOYEES AND AGENTS.

5. NON-DISCRIMINATION.

The contractor agrees to comply with the letter and the spirit of all applicable state and federal laws respecting discrimination and unfair employment practices.

6. CHOICE OF LAW.

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 contract. Any provision of this contract, whether or not incorporated herein by reference, which provides for arbitration by any extra-judicial body or person or which is otherwise in conflict with said laws, rules, and regulations shall be considered null and void. Nothing contained in any provision incorporated herein by reference which purports to negate this or any other special provision in whole or in part shall be valid or enforceable or available in any action at law whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision will not invalidate the remainder of this contract to the extent that the contract is capable of execution.

At all times during the performance of this contract, the Contractor shall strictly adhere to all applicable federal and State laws, rules, and regulations that have been or may hereafter be established.

7. VENDOR OFFSET. CRS 24-30-202 (1) & CRS 24-30-202.4

Pursuant to CRS 24-30-202.4 (as amended), the State Controller may withhold debts owed to State agencies under the vendor offset intercept system for: (a) unpaid child support debt or child support arrearages; (b) unpaid balance of tax, accrued interest, or other charges specified in Article 21, Title 39, CRS; (c) unpaid loans due to the Student Loan Division of the Department of Higher Education; (d) owed amounts required to be paid to the Unemployment Compensation Fund; and (e) other unpaid debts owing to the State or any agency thereof, the amount of which is found to be owing as a result of final agency determination or reduced to judgment as certified by the controller.

8. EMPLOYEE FINANCIAL INTEREST. CRS 24-18-201 & CRS 24-50-507

The signatories aver that to their knowledge, no employee of the State of Colorado has any personal or beneficial interest whatsoever in the service or property described herein.

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

CONTRACTOR:

SILVA LOGIC LLC
Full Legal Name of Contracting Entity

84-1499054
Social Security Number or FEIN

[Signature]
Signature of Authorized Officer

C. Scott Golder Pres.
Print Name & Title of Authorized Officer

CORPORATIONS:

(A corporate seal or attestation is required.)

Attest (Seal)
By M/C
(Corporate Secretary or Equivalent)

STATE OF COLORADO:
BILL OWENS, GOVERNOR

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

By: _____

Printed Name: _____

Title: _____

APPROVED:

By: [Signature]
Dean or Department Head

LEGAL SUFFICIENCY:

Ken Salazar
Attorney General, State of Colorado

By: _____
Robert Schur
University Contracts Manager

ALL CONTRACTS MUST BE APPROVED BY
THE STATE CONTROLLER

CRS 24-30-202 requires that the State Controller
approve all state contracts. This contract is not
valid until the State Controller, or such assistant
as he may delegate, has signed it. The contractor
is not authorized to begin performance until the
contract is signed and dated below. If
performance begins prior to the date below, the
State of Colorado may not be obligated to pay for
the goods and/or services provided.

STATE CONTROLLER:
ARTHUR L. BARNHART

By [Signature]
PAT GRIEGO

Date 11/11/02

EXHIBIT A TO INDEPENDENT SERVICES CONTRACT
SCOPE OF WORK

Project consists of forest thinning to be carried out as a timber stand improvement practice on state owned land.

Parcels of Land:

Crystal Mountain State Land: Portion of Sec 36, T7N, R72W for approx 4 acres.

Performance Standards:

- * Existing roads will be used. Modification of the roads in any way will not be allowed. Existing roads may not be cut open to allow access to thinning units. All roads and trails will be maintained in their original condition by the Contractor. Prior to final acceptance of completion of this agreement, roads and facilities will be inspected.
- * Healthy well-formed, fast growing trees free from disease and insects will be chosen as leave trees at a spacing of a fifteen foot (15 ft) grid.
- * Stumps will be cut as close to the ground as possible; but, under no circumstances will the stump height exceed 2 inches on the uphill side.
- * Overstory trees will be felled (maximum stump height 6 inches) and limbed out.
- * The Contractor will take all necessary precautions to prevent damage to improvements on the property (including, but not limited to, tree regeneration). If damage occurs to any improvement, the Contractor will restore the improvement to its original condition and will bear all costs associated with the repair.
- * The Contractor will exercise all possible precautions to prevent wildfire, and shall assist in the suppression of any fire that is on, or threatening the property. During the fire season the Contractor shall have the following firefighting tools located at the work site: extinguisher(s), shovel and pulaski, and five gallon water container.
- * All motorized equipment will be equipped with an operational spark arrester. The CSFS may suspend or limit Contractor operation if excess damage is occurring due to mud, snow, extreme fire danger, etc.
The Contractor will provide trashcans on site and trash will be hauled on a weekly basis.
All material to be removed becomes the property of the contractor at the time the stem is severed from the stump. All residual material will be chipped and broadcast/piled on the site.

Exhibit A
Initial Here:

CSU:

Contractor:

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
10/08/2002

PRODUCER (970)223-0924 FAX (970)223-7438
Community First Insurance, Inc.
1075 W Horsetooth Rd, Ste 100
Fort Collins, CO 80526
Valerie Scott

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURER A: CNA
INSURER B:
INSURER C:
INSURER D:
INSURER E:

INSURED Silva Logic LLC
5218 Stove Praire Road
Bellvue, CO 80512

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	B2025583414	06/01/2002	06/01/2003	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire)	\$ 100,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 10,000
					PERSONAL & ADV INJURY	\$ 1,000,000
					GENERAL AGGREGATE	\$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				PRODUCTS - COMP/OP AGG	\$ 2,000,000
A	AUTOMOBILE LIABILITY	1099427174	06/01/2002	06/01/2003	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS					
	<input type="checkbox"/> NON-OWNED AUTOS					
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC	\$
					AUTO ONLY: AGG	\$
	EXCESS LIABILITY				EACH OCCURRENCE	\$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$
	<input type="checkbox"/> DEDUCTIBLE					\$
	<input type="checkbox"/> RETENTION \$					\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC211425977	06/01/2002	06/01/2003	WC STATU-TORY LIMITS	OTH-ER
					E.L. EACH ACCIDENT	\$ 100,000
					E.L. DISEASE - EA EMPLOYEE	\$ 100,000
					E.L. DISEASE - POLICY LIMIT	\$ 500,000
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

The following are named as Additional Insureds as their interests may appear with respect to the ongoing operations of the named insured, excluding Worker's Compensation: Board of Governors of Colorado State University System; State of Colorado; Colorado State University; Colorado State Forest Service

CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION

Colorado State Forest Service
attn Valerie
Forestry Building/Main Campus
Colorado State University
Fort Collins, CO 80523

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Rosemary Kisling

Rosemary Kisling, CPIW

STATE OF COLORADO
STATE BOARD OF LAND COMMISSIONERS
Room 620, 1313 Sherman Street
Denver, Colorado 80203

QUESTIONNAIRE
Proposed Mineral Lease of State Lands

RETURN BY September 26, 2003

Mineral Application No. QR 3449

Applicant: Davies Research Inc.
645 North Street
Boulder, CO 80304

Location: 640ac All of Sec. 36 T7N R72W 6th PM
Larimer County

Lease Type: Decorative Rock
Mining Methods: surface rock removal and open cut
Product (Mineral): Moss rock /Decorative rock
Proposed Exploration and/or Development: Fall of 2003- exploration and mapping, 2004-mapping, exploration & sampling, 2005 commence operations

1. Are there any reasons why this tract(s) should not be offered for lease?

Yes _____ No _____

Explain _____

2. Would a mineral development on this tract(s) be a conflict with current land use? long range plans, or zoning? Yes _____ No _____ *Maybe*

Explain Forest Management activities are happening at different locations throughout the section.

3. Other Comments Currently, thinning/tree cutting is occurring on this section. I would like to see the mapping before exploration or mining takes place.

Name Michael M. Hughes
Title Asst. District Forester
Agency Colorado State Forest Service
Address CSU Foothills, Bldg 1052 Fort Collins, CO 8052
Date 9/8/03

STATE OF COLORADO

BOARD OF LAND COMMISSIONERS

1313 Sherman Street, Room 621
 Denver, Colorado 80203
 Phone: (303) 866-3454
 Fax: (303) 866-3152

Department of Natural Resources



Managing
 State Trust Lands
 Since 1876

August 27, 2003

Staff Forester
 Forest Management and Utilization
 Colorado State Forest Service, CSU
 Fort Collins, CO 80523

Bill Owens
 Governor

Greg E. Walcher
 Department of Natural Resources
 Executive Director

Christopher J. Castilian
 State Board of Land Commissioners
 Division Director

Re: Quarry Lease Application No. QR 3449
 640.00ac All of Sec. 36 T7N R72W 6th PM
 Larimer County
 Davies Research, Inc., Applicant

The Colorado Board of Land Commissioners has received the captioned application for a mining lease on State lands. All responses are due by **September 26, 2003**

We are asking that you review this area, fill in the attached questionnaire, and return it to us by the above date. Our purpose is to provide you with information on matters presently before the Land Board and to request your assistance in evaluating these requests.

The basic information as to this mineral recovery proposal is shown on the questionnaire. Detailed information is not known at this time but would be presented to other state and local governments in order to acquire the necessary permits before operations could begin.

Sincerely,

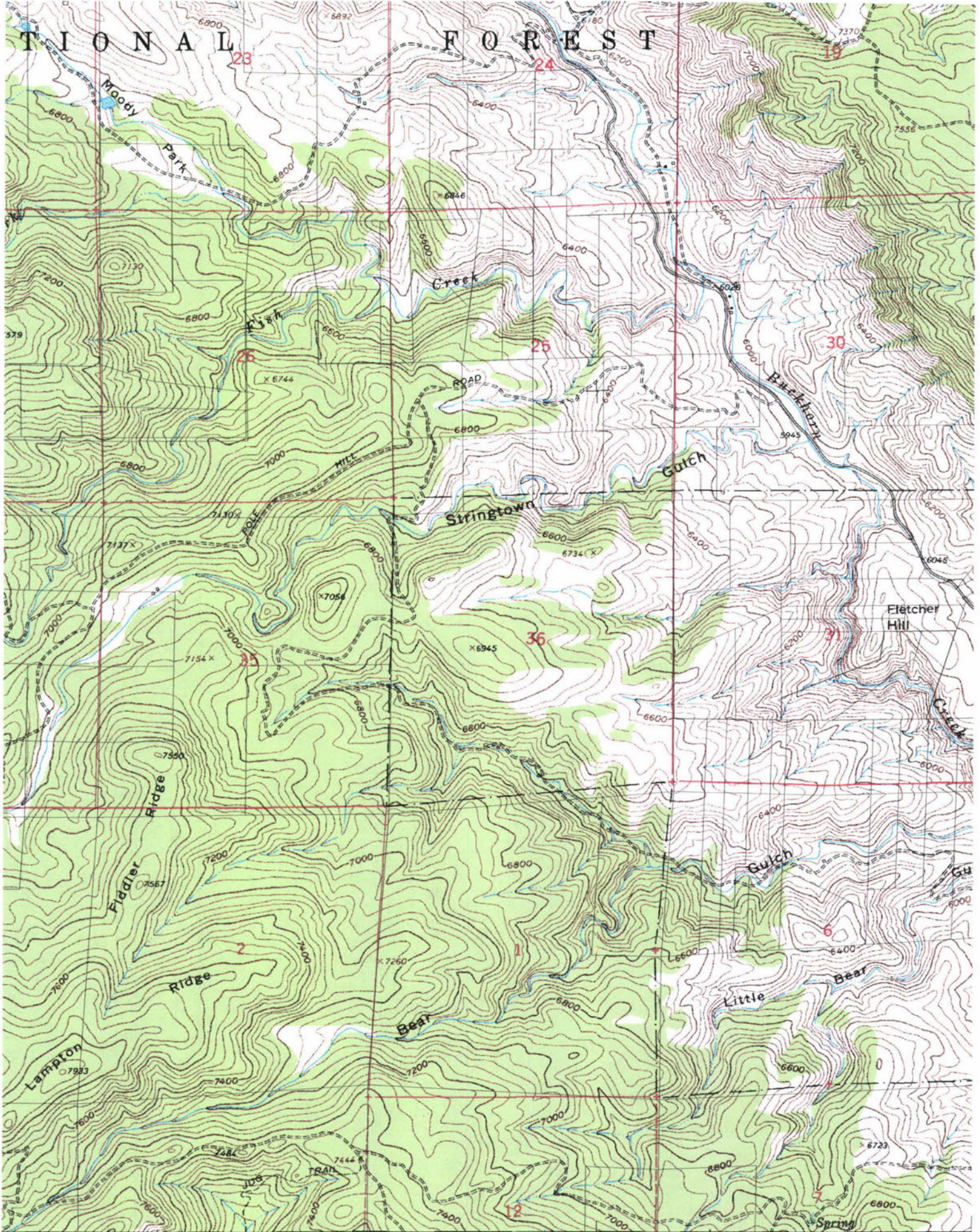
Timothy J. Kelly
 Minerals Unit Leasing Manager

TJK

Questionnaire to:

County Commissioners & County Planner
 Bureau of Land Management
 U.S. Forest Service
 Division of Mineral and Geology
 Division of Wildlife

State Forest Service
 Natural Areas Program
 Div of Parks & Outdoor Rec.
 Natural Heritage Program
 State Archaeologist



STRINGTOWN

884-8303
cell

303 775-6648 mobi
970 613-8553 Home



Colorado Safescape

Wildfire Mitigation Specialists

Tree Trimming, Removals, Chipping.

Eric C. Shaub
B.S. Forestry, Licensed Arborist

1117 Sherman St. Longmont, CO. 80501
303-772-3136



SILVA LOGIC L.L.C.

5218 Stove Prairie Rd.
 Bellvue, Colorado 80512-6909
 Phone: (970) 482-3258
 Fax: (970) 482-9647
 E-mail: silvalogic@aol.com

ESTIMATE FOR SERVICES

Customer: _____ Date: 9/25/02
CSFS - FT. COLLINS DISTRICT Phone: _____
FOOTHILLS CAMPUS - BLDG 1052 Fax: _____
FT. COLLINS, CO 80523-5021 E-mail: _____

PROJECT	DESCRIPTION	COST
CRYSTAL MOUNTAIN		
TSE - STATE SECTION	TSE FOR SPECI FROM CSFS - FC DISTRICT	4 acres @ \$925/acre
	- ALL SALVAGED MATERIAL BECOMES PROPERTY OF CONTRACTOR AT TIME STEM SEVERED FROM STUMP	TOTAL BID \$3700
	- ALL RESIDUAL MATERIAL WILL BE CHIPPED & BROADCAST/PILED ON SITE	9/25/02
	- PRICE REFLECTS COMPLETE SALVAGE RIGHTS FOR CONTRACTOR FOR ANY/ALL SALVAGEABLE/MERCHANDISE MATERIAL	
	- PRICE IS BASED UPON \$925/acre, 4 acres total \$3700.	
	coverage may be expanded per mutual agreement CSFS/CONTRACTOR @ \$925/acre	



C. L. ... 9/25/02
 Silva Logic L.L.C. is licensed & insured



Michael Hughes

From: "Greg Tyler" <bdogforestry@yahoo.com>
To: <mhughes@lamar.colostate.edu>
Sent: Monday, September 30, 2002 7:34 AM
Subject: crystal mtn. bid

Mike:

here is our bid on crystal mountain TSI

Eric will be the contractor (St. Vrain Arbor Care)

Lump sum bid \$5,500 for the two units totalling
approximately 4 acres thinned and chipped.

work will be completed between Oct. 28 and Nov. 15.

If you have any questions please contact me at (970)
381-2775 or eric at (303) 884-8303

greg

Do you Yahoo!?
New DSL Internet Access from SBC & Yahoo!
<http://sbc.yahoo.com>



September 30, 2002

Colorado State University
Forest Service
Attn: Mike Hughes

Dear Mr. Hughes:

We are pleased to offer our bid for \$12,500.00 for the thinning project at Crystal Mountain. We anticipate being able to finish the job by December 1, 2002, weather permitting. We have every confidence that we can meet the specifications of this job and complete all of the work in a timely manner.

Thank you for the opportunity to provide a quote for this job. If you have any questions regarding our bid, please call us at (970) 221-1287 and we will be happy to assist you.

Again, thank you for this opportunity and we look forward to hearing from you.

Sincerely,

Jason Jones
Arborworks Tree Care, Inc.

ARBORWORKS TREE CARE INC.

FACSIMILE TRANSMITTAL SHEET

TO: Mike Hughes	FROM: Julie McFadden for Jason Jones
COMPANY: CSU Forest Service	DATE: 9-3-02
FAX NUMBER: 970-491-8645	TOTAL NO. OF PAGES INCLUDING COVER: 2
PHONE NUMBER: 970-491-8660	SENDER'S REFERENCE NUMBER: ^{Phone} 970-221-1287
RE: Crystal Mtn. Bid	YOUR REFERENCE NUMBER: ^{Fax} 970-221-4822

URGENT
 FOR REVIEW
 PLEASE COMMENT
 PLEASE REPLY
 PLEASE RECYCLE

Mike,
Attached, please find our bid for the Crystal Mountain thinning project.

If you have any questions, please call and we will be happy to assist you.

Thank you
Julie

Agreement for Services

This Agreement is entered into this 17th day of July, 2000, by and between the Colorado State Board of Agriculture acting by and through Colorado State University for the use and benefit of the Colorado State Forest Service, State Forest, a State of Colorado institution of higher education, Fort Collins, Colorado, 80523 (CSFS) and St. Vrain Arbor Care with its principal place of business at 1117 Sherman St., Longmont, CO 80501 (Contractor).

The parties agree as follows:

1. **Services.** The Contractor, as an independent Contractor and not as an employee, shall perform the following services under the following conditions as listed below, or as attached hereto and incorporated herein by this reference as an Exhibit:

Pre-commercial thinning for \$17,500 total for the project

2. **Performance and Payment.** The parties understand and agree that the Contractor is responsible for the results of the work to be undertaken and is not subject to CSFS's control as to the means and methods of accomplishing these results; that the Contractor selects clients and is free to work for one or more during any given interval; that the Contractor determines the time and place the work will be performed; that the Contractor provides the tools, materials and office space needed to perform the work; that the Contractor has agreed to perform specific services for a fixed price and does not receive regular payments at stated intervals; and, that the Contractor, if a sole proprietor, has not previously been an employee of the State of Colorado.

Dates for services (term of this Agreement) beginning July 17, 2000 and ending September 30, 2000.

Payment agreed upon for services: \$ /acre for acres or \$17,500 total. Bill to be submitted upon completion.

3. **Non-Assignment.** Neither party shall assign this Agreement without the advance written consent of the other. This Agreement is binding upon the heirs, personal representatives, successors, and permitted assigns of both parties.
4. **Insurance.** The Contractor shall, during the term of this Agreement, maintain comprehensive general liability insurance with a minimum limit coverage of \$ 500,000 combined single limit and shall name the Colorado State Board of

Agriculture and CSFS as an additional insured, and shall maintain worker's compensation insurance as required by law. The Contractor shall provide CSFS thirty days advance written notice of termination or material alteration of insurance coverage.

5. **Ownership of Work Products.** All work product provided to or for CSFS and resulting from the consulting services are the property of CSFS.

6. **Default.** 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 ten (10) days after the non-defaulting party, upon written notice to the defaulting party, may terminate this Agreement effective the date specified in the notice, and may seek such other and further relief as may be provided by law.

7. **Independent Contractor.** The Contractor shall perform obligations hereunder as an independent Contractor and not as an employee. The Contractor and the Contractor's employees, Sub Contractors, and agents shall not, under any circumstances, be considered agents or employees of the State of Colorado or of CSFS or be entitled to worker's compensation benefits from the CSFS as a result of the duties to be performed hereunder. The Contractor may be obligated to pay federal and state income tax on any moneys earned pursuant to this contractual relationship, and such obligations are in no way the responsibility of CSFS.

8. **Entire Agreement.** This Agreement 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 Agreement.

9. **Amendment.** Any amendment to this Agreement must be in writing and must be signed by the parties.

10. **Waiver.** The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach of the same or other provision hereof.

11. **Severability**. In the event that any provision of this Agreement is held unenforceable for any reason, the remaining provisions of this Agreement shall remain in full force and effect.

12. **Jurisdiction 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 City and County of Denver, State of Colorado.

13. **Special Provisions**. The Special Provisions, attached hereto as an Exhibit, are incorporated herein by this reference.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year written above.

Colorado State Board of Agriculture
 By and through Colorado State
 University

Contractor

By: _____
 John Schneider, Director of Purchasing

By: _____

Printed Name: _____

By: _____
 State Forester

Title: _____

SSN# (if sole proprietor) or
 Employer ID # (all others):

By: _____
 District Forester

INDEPENDENT SERVICES CONTRACT

THIS CONTRACT is made and entered into as of the date that it is approved by the Controller of the State of Colorado or his/her authorized delegate as indicated by the signature below. The Controller or his/her delegate shall sign last. By signing below, the parties agree that Contractor, as an independent contractor and not as an employee, shall timely and competently perform the services described in the scope of work attachment, Exhibit A to this Contract, under the terms and conditions set forth in this Contract.

PARTIES:

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, HEREINAFTER REFERRED TO AS "UNIVERSITY"

CONTACT NAME: Michael Hughes
DEPARTMENT: Fort Collins District
COLORADO STATE FOREST SERVICE
COLORADO STATE UNIVERSITY
FORT COLLINS, CO 80523-5075
TELE: (970) 491-8453
FAX: (970) 491-8645
EMAIL: mhughes@lamar.colostate.edu

FULL LEGAL NAME OF CONTRACTOR:
SILVA LOGIC L.L.C.
TYPE OF BUSINESS: Limited Liability Company
STATE OF BUSINESS REGISTRATION: ____
BUSINESS ADDRESS:
5218 Stove Prairie Rd.
CITY, STATE, ZIP: Bellvue, CO 80512-6909
FEIN or TAX ID#: 84-1499054
CONTACT NAME: Scott Golden
DEPARTMENT: _____
TELE: (970) 482-3258
FAX: (970) 482-9647
EMAIL: silvlogic@aol.com

PLACE WHERE THE SERVICES WILL BE PROVIDED: Larimer County, CO Crystal Mtn. State Section

DATE FOR COMMENCEMENT OF SERVICES (CANNOT BE EARLIER THAN EFFECTIVE DATE OF THIS CONTRACT PER SIGNATURE OF STATE CONTROLLER): 10-28-02

CONTRACT END DATE (if service milestones or periodic deliverables are to be used, specify on Scope of Work Attachment, Exhibit A): 06-30-03

WHEREAS, authority exists in law and funds have been budgeted, appropriated and otherwise made available and a sufficient unencumbered balance remains available for encumbering and subsequent payment of this contract under Fund No. 195010; and

WHEREAS, the Contractor was selected in accordance with State law as a result of Invitation for Bids number _____;

NOW, THEREFORE, the Parties above-named, in consideration of the mutual promises contained herein and other good and valuable consideration, hereby agree as follows:

TERMS AND CONDITIONS OF THE CONTRACT

1. **Independent Contractor; Relationship of the Parties.** The parties aver that:
 - a. The Contractor is not subject to University's control as to the means and methods of accomplishing the work to be performed hereunder, but the University may specify and control the result to be accomplished including any specifications, standards, requirements and deliverables;
 - b. The Contractor selects its own customers or clients and is free to contract with others during the term of this Contract;

- c. The Contractor, if a sole proprietor, represents and warrants that he/she has has not previously been an employee of the State of Colorado either as a temporary or permanent employee. If "has" is checked, a statement setting forth the name of the agency or department in which the Contractor was employed, the last date of employment and the nature of the assigned duties must be provided on a separate sheet; and
- d. This Contract shall not be construed to create any partnership, joint venture, nor other agency relationship between the parties, who are independent of one another. It is expressly understood and agreed that the enforcement of the terms and conditions of this contract and all rights of action relating to such enforcement, shall be strictly reserved to the State and the named Contractor. Nothing contained in this Contract shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the parties that any such person or entity, other than the parties hereto, receiving services or benefits under this Agreement shall be deemed an incidental beneficiary only.

2. **Payment Terms. Check one box only:**

- a. **This is a fixed-price contract.** Payment for all services under this contract shall be in the fixed sum of \$3700.00 payable upon invoice after satisfactory completion of the work, except insofar as a payment schedule or other terms and conditions are set forth in Exhibit B, which if applicable is attached hereto and incorporated by this reference.
- b. **This is not a fixed price contract.** The price is to be determined according to time and materials or other method of calculation as more fully described in Exhibit B, which is attached and incorporated by this reference. The total amount to be paid to Contractor shall not exceed _____ and the basis for all charges shall be clearly identified on Contractor=s invoice(s). No payment shall be made for services or deliverables except as specified in this Contract unless further agreed and approved in writing.

3. **Inspection and Acceptance of Services.** The University reserves the right to inspect the services provided under this contract at all reasonable times and places during the term of the contract. "Services" as used in this clause includes the works and any tangible things produced or delivered in the performance of services, whether or not complete. If any of the services do not conform with contract requirements, the University may require the Contractor to perform the services again in conformity with contract requirements, with no additional payment. When defects in the quality or quantity of service cannot be corrected by re-performance, the University may (1) require the Contractor to take necessary action to ensure that the future performance conforms to contract requirements and (2) equitably reduce the payment due the Contractor to reflect the reduced value of the services performed. These remedies in no way limit the remedies available to the University in the termination provisions of this contract, or remedies otherwise available at law.

4. **Governmental Immunities Preserved.** Notwithstanding any other provision of this Contract to the contrary, no term or condition of this contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Colorado Governmental Immunity Act, Section 24-10-101, et seq., CRS, as now or hereafter amended. The parties understand and agree that liability for claims for injuries to persons or property arising out of negligence of the State of Colorado, its departments, institutions, agencies, boards, officials and employees is controlled and limited by the provisions of Section 24-10-101, et seq., CRS, as now or hereafter amended and the risk management statutes, Section 24-30-1501, et. seq., CRS, as now or hereafter amended, which provisions are hereby incorporated and made a part of this Contract.

5. **Insurance.** The Contractor shall obtain, and shall maintain at all times during the term of this Contract, insurance in the following kinds and amounts:

- a. Standard Worker's Compensation and Employer Liability as required by State statute, including occupational disease, covering all employees on or off the work site, acting within the course and scope of their employment.
- b. General, Personal Injury, and Automobile Liability (including bodily injury, personal injury, and property damage) minimum coverage:
 - i. Combined single limit of \$1,000,000 if written on an occurrence basis.
 - ii. Any aggregate limit will not be less than \$1,000,000.

- iii. Combined single limit of \$1,000,000 for policies written on a claims-made basis. The policy shall include an endorsement, certificate, or other evidence that coverage extends two years beyond the performance period of the contract.
 - c. If any aggregate limits are reduced below \$1,000,000 because of claims made or paid during the required policy period, the contractor shall immediately obtain additional insurance to restore the full aggregate limit and furnish a certificate or other document showing compliance with this provision.
 - d. The State of Colorado, The Board of Governors of the Colorado State University System, and Colorado State University shall be named as additional insured on all liability policies other than automobile liability.
 - e. The insurance shall include provisions preventing cancellation without 60 days prior notice to the University by certified mail.
 - f. The Contractor shall furnish certificates showing adequate insurance coverage to the University at the time of execution of this Contract and, thereafter, whenever such insurance is renewed or a change in coverages is effected, or upon request by University, at any time upon reasonable notice.
6. **Ownership of Work Products.** All work product, including any software, research, reports, studies, data, photographs, negatives or other documents, drawings or materials prepared by Contractor in the performance of its obligations under this contract shall be the exclusive property of the University and all such materials shall be delivered to the University by the Contractor upon completion, termination, or cancellation of this contract. Contractor may, at its own expense, keep copies of all its writings for its personal files. Contractor shall not use, willingly allow, nor cause to have such materials used for any purpose other than the performance of Contractor's obligations under this contract without the prior written consent of the University. The ownership rights described herein shall include, but not be limited to, the right to copy, publish, display, transfer, prepare derivative works, or otherwise use the works.
7. **Time is of the Essence.** All time limits, time periods, milestones and completion dates stated in the contract documents are of the essence of this contract.
8. **Default.** A party will be considered in default of its obligations under this Contract if such party should fail to observe, to comply with, or to perform any term, condition, or covenant contained in this Contract and such failure continues for ten (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 Contract as of the date specified in the notice, and may seek such other and further relief as may be provided by law.
9. **Termination for Convenience.** The University may terminate this contract at any time the University determines that the purposes of the distribution of State moneys under the contract would no longer be served by completion of the project. The University shall effect such termination by giving written notice of termination to the contractor and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the contractor under this contract shall, at the option of the University, become its property, and the contractor shall be entitled to receive just and equitable compensation for any satisfactory services and supplies delivered.

If the contract is terminated by the University as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services satisfactorily performed bear to the total services of the contractor covered by this contract, less payments of compensation previously made, provided, however, that if less than sixty percent (60%) of the services covered by this contract have been performed upon the effective date of such termination, the Contractor shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this contract) incurred by the Contractor during the contract period which are directly attributable to the uncompleted portion of the services covered by this contract. In no event shall reimbursement under this clause exceed the contract amount. If this contract is terminated for cause, or due to the fault of the Contractor, the Termination for Cause or Default provision shall apply.
10. **Notices.** All notices required to be given under this Contract 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 written notice in the same manner as for any other notice. The initial representatives of the parties are as follows:

If to University:

Name: Michael Hughes
Dept: Colorado State Forest Service
Colorado State University
Fort Collins, CO 80523-5075
Telephone: (970) 491-8453
Fax: (970) 491-8645

If to Contractor:

Name: Scott Golden
Dept: _____
Address: 5218 Stove Prairie Rd.
City, State, Zip: Bellvue, CO 80512-6909
Telephone: (970) 482-3258
Fax: (970) 482-9647

With a copy to:

Contracts Manager
309 Administration
Colorado State University
Fort Collins, CO 80523-6001
Fax: (970) 491-2254

11. **Legal Authority.** The Contractor warrants that it possesses the legal authority to enter into this contract and that it 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 contract and to bind the contractor to its terms. The person(s) executing this contract on behalf of the contractor warrant(s) that such person(s) have full authorization to execute this contract.
12. **Non-Assignment.** Contractor shall not assign or subcontract any of its obligations under this contract 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 contract, without waiver of any other right or remedy, upon notice of Contractor=s assignment or subcontract in violation of this section.
13. **Binding effect.** This Contract is binding upon the heirs, personal representatives, successors, and permitted assigns of both parties.
14. **Entire Agreement.** This Contract 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 Contract.
15. **Amendment.** No modification or amendment to this Contract shall be valid unless it is made in a writing signed by the authorized representatives of the parties.
16. **Waiver.** The waiver by either party of a breach or violation of any provision of this Contract shall not operate as or be construed to be a waiver of any subsequent breach of the same or other provision hereof.
17. **Severability.** In the event that any provision of this Contract is held unenforceable for any reason, the remaining provisions of this Contract shall remain in full force and effect.
18. **Exhibits.** If checked, the following exhibits are attached, initialed by the signatories, and hereby made a part of this Contract:
 - Exhibit A: Scope of Work**
 - Exhibit B: Payment Provisions**
 - Exhibit C: _____.**
 - Other: _____**
19. **Special Provisions.** The following Special Provisions are required by law and are hereby incorporated into this contract. Any conflict between the Special Provisions and any other provision of this contract, including any exhibit or attachment, shall be controlled by the Special Provisions:

(Not for Use with Inter-Governmental Contracts)

1. CONTROLLER'S APPROVAL. CRS 24-30-202 (1)

This contract shall not be deemed valid until it has been approved by the Controller of the State of Colorado or such assistant as he may designate.

2. FUND AVAILABILITY. CRS 24-30-202 (5.5)

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.

3. INDEMNIFICATION.

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.

4. INDEPENDENT CONTRACTOR. 4 CCR 801-2

THE CONTRACTOR SHALL PERFORM ITS DUTIES HEREUNDER AS AN INDEPENDENT CONTRACTOR AND NOT AS AN EMPLOYEE. NEITHER THE CONTRACTOR NOR ANY AGENT OR EMPLOYEE OF THE CONTRACTOR SHALL BE OR SHALL BE DEEMED TO BE AN AGENT OR EMPLOYEE OF THE STATE. CONTRACTOR SHALL PAY WHEN DUE ALL REQUIRED EMPLOYMENT TAXES AND INCOME TAX AND LOCAL HEAD TAX ON ANY MONIES PAID BY THE STATE PURSUANT TO THIS CONTRACT. CONTRACTOR ACKNOWLEDGES THAT THE CONTRACTOR AND ITS EMPLOYEES ARE NOT ENTITLED TO UNEMPLOYMENT INSURANCE BENEFITS UNLESS THE CONTRACTOR OR THIRD PARTY PROVIDES SUCH COVERAGE AND THAT THE STATE DOES NOT PAY FOR OR OTHERWISE PROVIDE SUCH COVERAGE. CONTRACTOR SHALL HAVE NO AUTHORIZATION, EXPRESS OR IMPLIED, TO BIND THE STATE TO ANY AGREEMENTS, LIABILITY, OR UNDERSTANDING EXCEPT AS EXPRESSLY SET FORTH HEREIN. CONTRACTOR SHALL PROVIDE AND KEEP IN FORCE WORKERS' COMPENSATION (AND PROVIDE PROOF OF SUCH INSURANCE WHEN REQUESTED BY THE STATE) AND UNEMPLOYMENT COMPENSATION INSURANCE IN THE AMOUNTS REQUIRED BY LAW, AND SHALL BE SOLELY RESPONSIBLE FOR THE ACTS OF THE CONTRACTOR, ITS EMPLOYEES AND AGENTS.

5. NON-DISCRIMINATION.

The contractor agrees to comply with the letter and the spirit of all applicable state and federal laws respecting discrimination and unfair employment practices.

6. CHOICE OF LAW.

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 contract. Any provision of this contract, whether or not incorporated herein by reference, which provides for arbitration by any extra-judicial body or person or which is otherwise in conflict with said laws, rules, and regulations shall be considered null and void. Nothing contained in any provision incorporated herein by reference which purports to negate this or any other special provision in whole or in part shall be valid or enforceable or available in any action at law whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision will not invalidate the remainder of this contract to the extent that the contract is capable of execution.

At all times during the performance of this contract, the Contractor shall strictly adhere to all applicable federal and State laws, rules, and regulations that have been or may hereafter be established.

7. VENDOR OFFSET. CRS 24-30-202 (1) & CRS 24-30-202.4

Pursuant to CRS 24-30-202.4 (as amended), the State Controller may withhold debts owed to State agencies under the vendor offset intercept system for: (a) unpaid child support debt or child support arrearages; (b) unpaid balance of tax, accrued interest, or other charges specified in Article 21, Title 39, CRS; (c) unpaid loans due to the Student Loan Division of the Department of Higher Education; (d) owed amounts required to be paid to the Unemployment Compensation Fund; and (e) other unpaid debts owing to the State or any agency thereof, the amount of which is found to be owing as a result of final agency determination or reduced to judgment as certified by the controller.

8. EMPLOYEE FINANCIAL INTEREST. CRS 24-18-201 & CRS 24-50-507

The signatories aver that to their knowledge, no employee of the State of Colorado has any personal or beneficial interest whatsoever in the service or property described herein.

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

CONTRACTOR:

SILVA LOGIC LLC
Full Legal Name of Contracting Entity

84-149905-4
Social Security Number or FEIN

[Signature]
Signature of Authorized Officer

C. SCOTT CALDER PRES.
Print Name & Title of Authorized Officer

CORPORATIONS:

(A corporate seal or attestation is required.)

Attest (Seal)
By N/A
(Corporate Secretary or Equivalent)

**STATE OF COLORADO:
BILL OWENS, GOVERNOR**

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

By: _____

Printed Name: _____

Title: _____

APPROVED:

By: _____
Dean or Department Head

LEGAL SUFFICIENCY:

Ken Salazar
Attorney General, State of Colorado

By: _____
Robert Schur
University Contracts Manager

**ALL CONTRACTS MUST BE APPROVED BY
THE STATE CONTROLLER**

CRS 24-30-202 requires that the State Controller
approve all state contracts. This contract is not
valid until the State Controller, or such assistant
as he may delegate, has signed it. The contractor
is not authorized to begin performance until the
contract is signed and dated below. If
performance begins prior to the date below, the
State of Colorado may not be obligated to pay for
the goods and/or services provided.

**STATE CONTROLLER:
ARTHUR L. BARNHART**

By _____

Date _____

EXHIBIT A

Parcels of Land:

Crystal Mountain State Land: Portion of Sec 36, T7N, R72W for approx 4 acres.

Performance Standards:

- * Existing roads will be used. Modification of the roads in any way will not be allowed. Existing roads may not be cut open to allow access to thinning units. All roads and trails will be maintained in their original condition by the Contractor. Prior to final acceptance of completion of this agreement, roads and facilities will be inspected.
- * Healthy well-formed, fast growing trees free from disease and insects will be chosen as leave trees at a spacing of a fifteen foot (15 ft) grid.
- * Stumps will be cut as close to the ground as possible; but, under no circumstances will the stump height exceed 2 inches on the uphill side.
- * Overstory trees will be felled (maximum stump height 6 inches) and limbed out.
- * The Contractor will take all necessary precautions to prevent damage to improvements on the property (including, but not limited to, tree regeneration). If damage occurs to any improvement, the Contractor will restore the improvement to its original condition and will bear all costs associated with the repair.
- * The Contractor will exercise all possible precautions to prevent wildfire, and shall assist in the suppression of any fire that is on, or threatening the property. During the fire season the Contractor shall have the following firefighting tools located at the work site: extinguisher(s), shovel and pulaski, and five gallon water container.
- * All motorized equipment will be equipped with an operational spark arrester. The CSFS may suspend or limit Contractor operation if excess damage is occurring due to mud, snow, extreme fire danger, etc.
The Contractor will provide trashcans on site and trash will be hauled on a weekly basis.

EXHIBIT

Parcels of Land:

Crystal Mountain State Land: Portion of Sec 36, T7N, R72W for approx 5 acres.

Performance Standards:

- Existing roads will be used. Modification of the roads in any way will not be allowed. Existing roads may not be cut open to allow access to thinning units. All roads and trails will be maintained in their original condition by the Contractor. Prior to final acceptance of completion of this agreement roads and facilities will be inspected.
- Healthy well formed, fast growing trees free from disease and insects will be chosen as leave trees at a spacing of a twelve foot (~~12 ft~~) grid. *12'-15'*
- Stumps will be cut as close to the ground as possible but in no circumstances will the stump height exceed 2 inches on the uphill side.
- Overstory trees will be felled (maximum stump height 6 inches) and limbed out.
- The Contractor will take all necessary precautions to prevent damage to improvements on the property (including, but not limited to, tree regeneration). If damage occurs to any improvement, the Contractor will restore the improvement to its original condition and will bear all costs associated with the repair.
- The Contractor will exercise all possible precautions to prevent wildfire, and shall assist in the suppression of any fire that is on, or threatening the property. During the fire season the Contractor shall have the following firefighting tools located at the work site: extinguisher(s), shovel/Pulaski, and five gallon water container.
- All motorized equipment will be equipped with an operational spark arrester.
- The CSFS may suspend or limit Contractor operation if excess damage is occurring due to mud, snow, extreme fire danger, etc.
- The Contractor will provide trashcans on site and trash will be hauled on a weekly basis.

EXHIBIT

Parcels of Land:

Crystal Mountain State Land: Portion of Sec 36, T7N, R72W for approx 25 acres.

Performance Standards:

- Existing roads will be used. Modification of the roads in any way will not be allowed. Existing roads may not be cut open to allow access to thinning units. All roads and trails will be maintained in their original condition by the Contractor. Prior to final acceptance of completion of this agreement roads and facilities will be inspected.
- Healthy well formed, fast growing trees free from disease and insects will be chosen as leave trees at a spacing of a twelve foot (12 ft) grid.
- Stumps will be cut as close to the ground as possible but in no circumstances will the stump height exceed 2 inches on the uphill side.
- Overstory trees will be felled (maximum stump height 6 inches) and limbed out.
- The Contractor will take all necessary precautions to prevent damage to improvements on the property (including, but not limited to, tree regeneration). If damage occurs to any improvement, the Contractor will restore the improvement to its original condition and will bear all costs associated with the repair.
- The Contractor will exercise all possible precautions to prevent wildfire, and shall assist in the suppression of any fire that is on, or threatening the property. During the fire season the Contractor shall have the following firefighting tools located at the work site: extinguisher(s), shovel/Pulaski, and five gallon water container.
- All motorized equipment will be equipped with an operational spark arrester.
- The CSFS may suspend or limit Contractor operation if excess damage is occurring due to mud, snow, extreme fire danger, etc.
- The Contractor will provide trashcans on site and trash will be hauled on a weekly basis.

Map 4- Fire Hazard
Crystal Mountain Section



4.00

Kaki w/ Blue Bill

Embroidered cap. SB - 247

\$12.75



Patch
1986 SB - AA

2.60



17

25

21

12

11 = PUTS

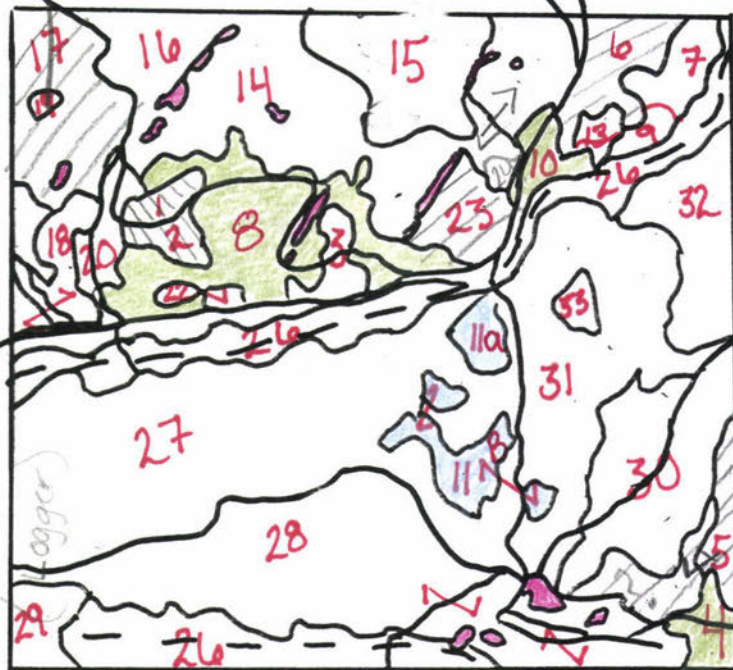
= 10

= 8

NEED

NEED 4 = meadows

Seed / Sap 0-4.9"
 pole 5"-10.9"
 sm saw 11"-20.9"
 Lg " " 21" +



- = open area
- = scattered trees
- = rocks
- = CUTS
- = Road
- - - = creek

MON

* ADD 8 meadow
 11 CUTS

Stds

- 1 ✓
- 2 ✓
- 3 ✓
- 4 ✓ meadow
- 5 ✓
- 6 ✓
- 7 ✓
- 8 meadow
- 9 ✓
- 10 ✓ meadow

11 ✓ cuts

- 12 (No stand)
- 13 ✓
- 14 ✓
- 15 ✓
- 16 ✓
- 17 ✓
- 18 ✓
- 19 ✓
- 20 ✓

21 (No stand)

- 22 ✓
- 23 ✓
- 24 (No stand) (ES)
- 25 (No stand)
- 26 ✓ riparian
- 27 ✓
- 28 ✓
- 29 ✓
- 30 ✓
- 31 ✓
- 32 ✓
- 33

✓ stands

9 ✓

Enter
 CUTS

101



ASL LPP

Desirable BA Resid trees.

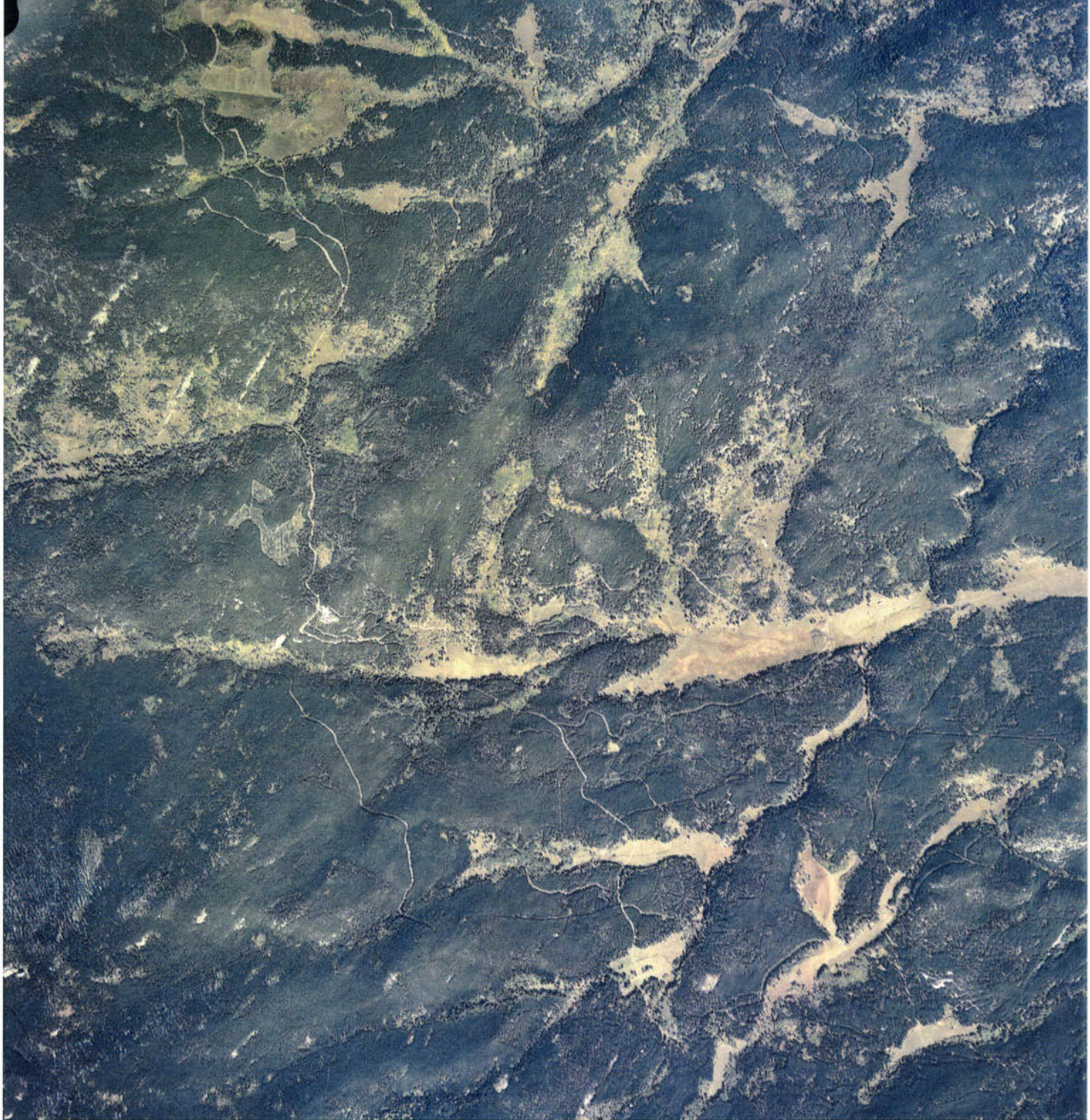
0

9-23-94

USDA-F

24 612100

294-141



St. Vrain
Arbor Care
1117 Sherman St.
Longmont, CO 80501
(303) 772-3136

Invoice

DATE	INVOICE NO.
7/23/2000	1722

CUSTOMER INFORMATION

Colorado State Forest Service
Foothills Campus, BLD 1052
Fort Collins, CO 80523

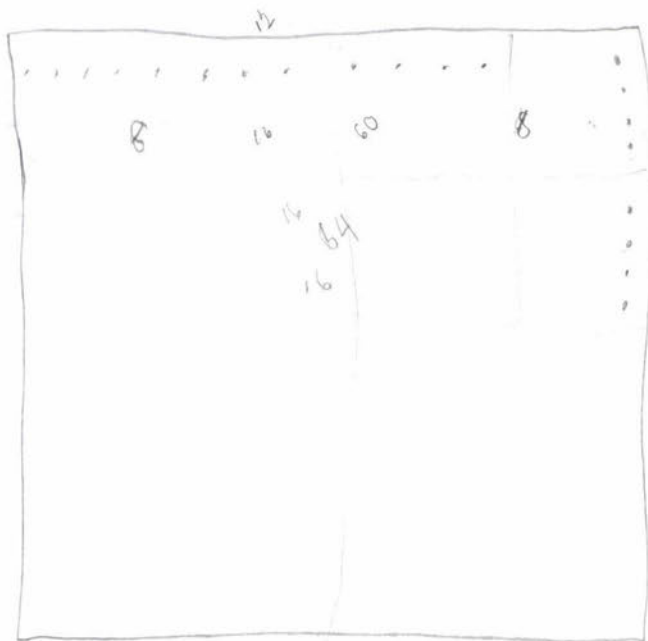
Eric
970 613 8553(H)
303 884-8303 cell

DUE DATE

7/31/2000

ITEM	DESCRIPTION	AMOUNT
Thinning	Crystal Mountain TSI	17,500.00
Total		\$17,500.00

Unless prior arrangements have been made, Invoice is due by due date or will be subject to a 2 % late fee per month on balance, not to exceed 24% annually. Prompt payment is appreciated. Thank You!





PURCHASING DEPARTMENT
 FORT COLLINS, CO 80523-8010
 PHONE (970) 491-5105 FAX (970) 491-5523

DATE	PURCHASE ORDER
07/17/00	P303719

START 07/17/00 END 09/30/00

PURCHASE ORDER

TERMS	F.O.B.	QUOTE NO./QUOTE DATE	EXPECTED DELIVERY DATE
N	NOT APPLICABLE		
PURCH CONTACT	PHONE	DEPT NO.	
GARY KRAFT	(970) 491-1621	0080128	5000

V
E
N
D
O
R

ST VRAIN ARBOR CARE
 1117 SHERMAN ST
 LONGMONT 0005 CO 80501

02-2720

S
H
I
P
T
O

REFERENCE P.O. P303719

Mike Hughes

ACCOUNT NUMBER	PERCENT	AMOUNT	ACCOUNT NUMBER	PERCENT	AMOUNT

NO.	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	EXTENSION
001	1.00	LOT	<p>SERVICE AGREEMENT</p> <p>SERVICE AGREEMENT FOR TIMBER STAND IMPROVEMENT THINNING ON CRYSTAL MOUNTAIN STATE LAND SECTIONS PER AGREEMENT DATED JULY 17, 00.</p> <p>PERIOD: JULY 17, 2000 - SEPT 30, 2000</p> <p>PAYMENT UPON COMPLETION OF WORK.</p> <p>FINANCIAL OBLIGATIONS AND FISCAL YEAR RENEWAL STATEMENT, ATTACHED, MUST BE CONSIDERED PART OF THIS PURCHASE ORDER.</p> <p>GW 1-92250-4550</p>	17,500.0000	17,500.00

Invoice sent to AP 7-19-00

TOTAL \$ 17,500.00

PAYMENTS				PAYMENTS						
C/P	ISS CODE	INVOICE NUMBER	INVOICE DATE	PAY AMOUNT	C/P	ISS CODE	INVOICE NUMBER	INVOICE DATE	PAY AMOUNT	APPROVED FOR PAYMENT
										\$ _____
										DATE _____
										INITIALS _____

CSFS REQUEST FOR SUPPLIES OR SERVICES (other than GSA)

CSFS #805 (Rev. 4/93)

Date: 7-7-00 Requested by: Mike Hughes Resale to: _____ CSFS Invoice #: _____

Vendor: St. Vrain Arbor Care
1117 Sherman St.
Longmont, CO 80501
(303) 772-3136
 (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 Low Bidder 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	192690				Timber Stand Improvement Thinning on Crystal Mountain State Land Section		17,500
2	<u>192550</u>	<u>4550</u>					
3							
4							
5							
6							
7							
8							
9							
10							

SPECIAL INSTRUCTIONS: _____ Expenditure Approval: _____ Subtotal: \$ _____
 Authorized Signature: Mike Hughes _____ Discount: \$ _____
 Date: 7-10-00 _____ TOTAL: \$ _____

**St. Vrain
Arbor Care**

**1117 Sherman St.
Longmont, CO 80501
(303) 772-3136**

Invoice

DATE	INVOICE NO.
6/23/2000	1722

CUSTOMER INFORMATION

Colorado State Forest Service
Foothills Campus, BLD 1052
Fort Collins, CO 80523

DUE DATE

6/23/2000

ITEM	DESCRIPTION	AMOUNT
Thinning	Crystal Mountain TSI	17,500.00
Total		\$17,500.00

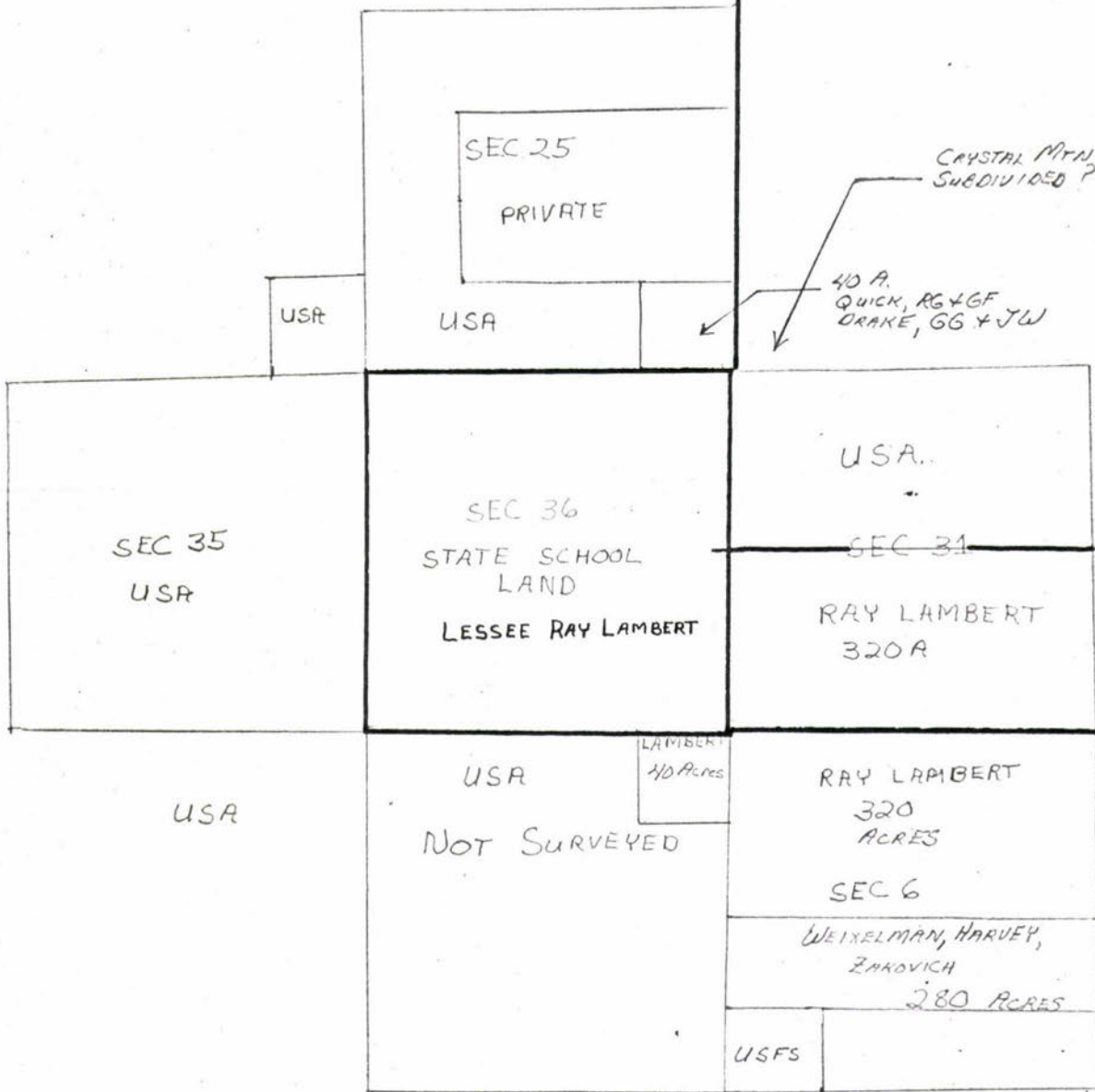
Unless prior arrangements have been made, Invoice is due by due date or will be subject to a 2 % late fee per month on balance, not to exceed 24% annually. Prompt payment is appreciated. Thank You!

SURROUNDING OWNERSHIPS

SECTION 36 T7N R72W

CRYSTAL MTN. SCHOOL SECTION

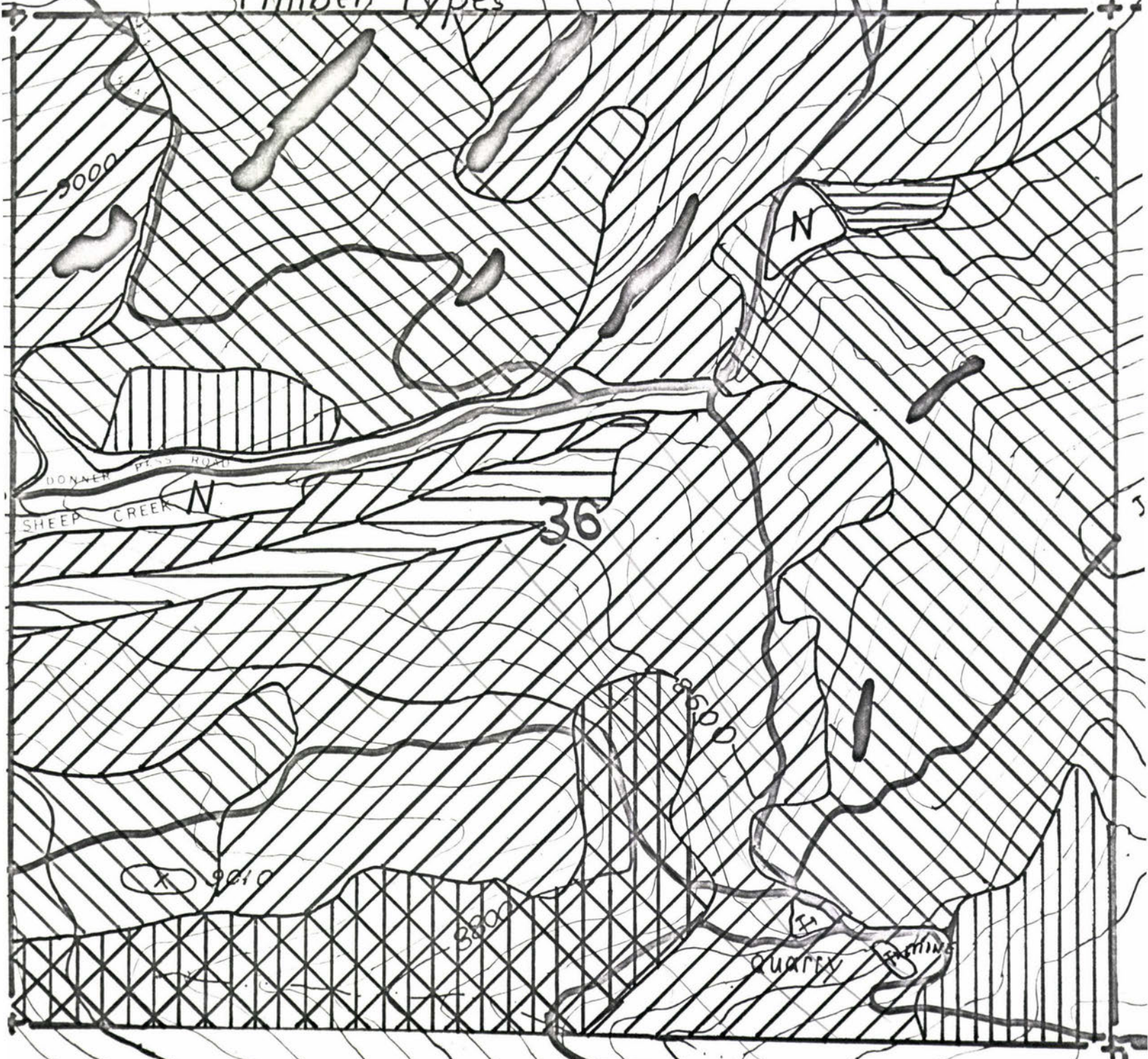
R72W R71W



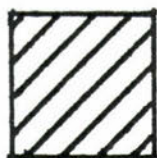
7N
6N

T710, R7210

Timber Types



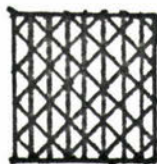
Key



¹⁹
Lodgepole Pine
Post and Pole



Lodgepole Pine
and Aspen Mix



Lodgepole Pine
Doghair



Aspen
Pure Stands



Ponderosa Pine
Small Sawtimber (11-plus inches)



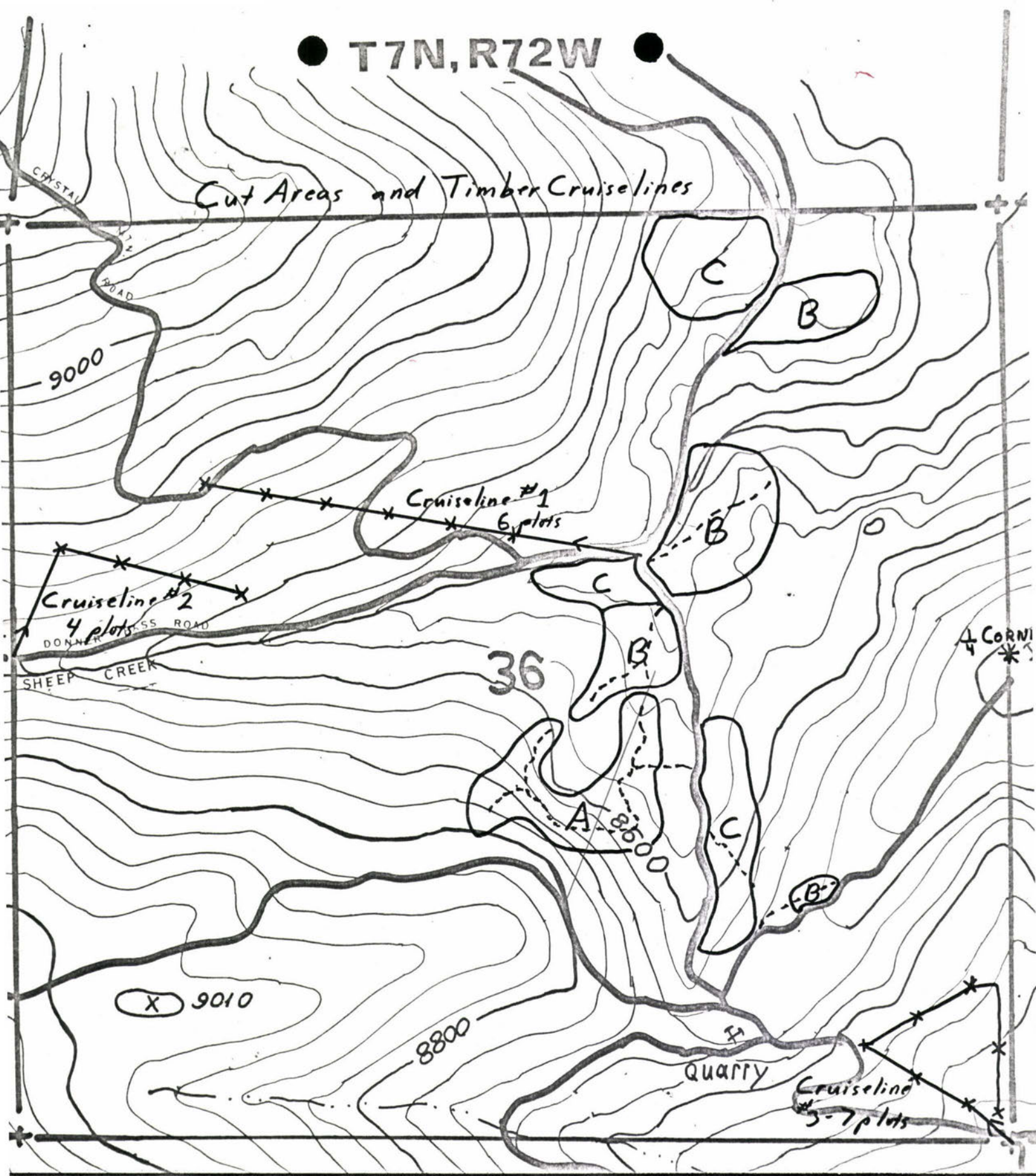
Non-Forested
Meadows

 - Mine or Quarry

 - Rock Outcrop

T7N, R72W

Cut Areas and Timber Cruiselines



Key

A. - Clear Cut

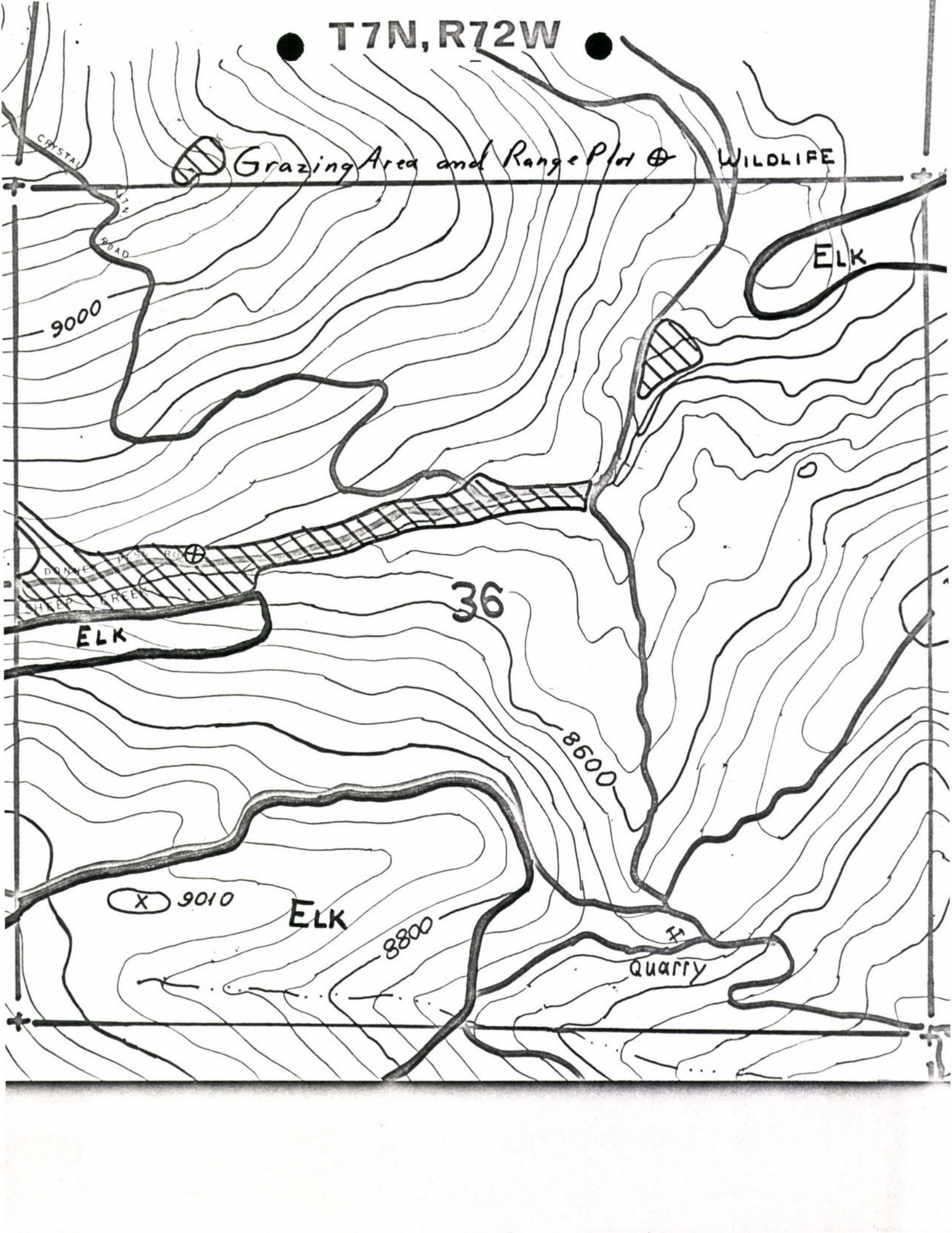
B. - Select Cut

C. - Commercial Thinning

A majority of the areas not caused here, were
caused in 1969 by Dale Shaw & Henry Jones (See supplement)

- Logging roads; No erosion problem presently

T7N, R72W



Grazing Area and Range Plot

WILDLIFE

ELK

9000

36

ELK

8600

X 9010

ELK

8800

Quarry

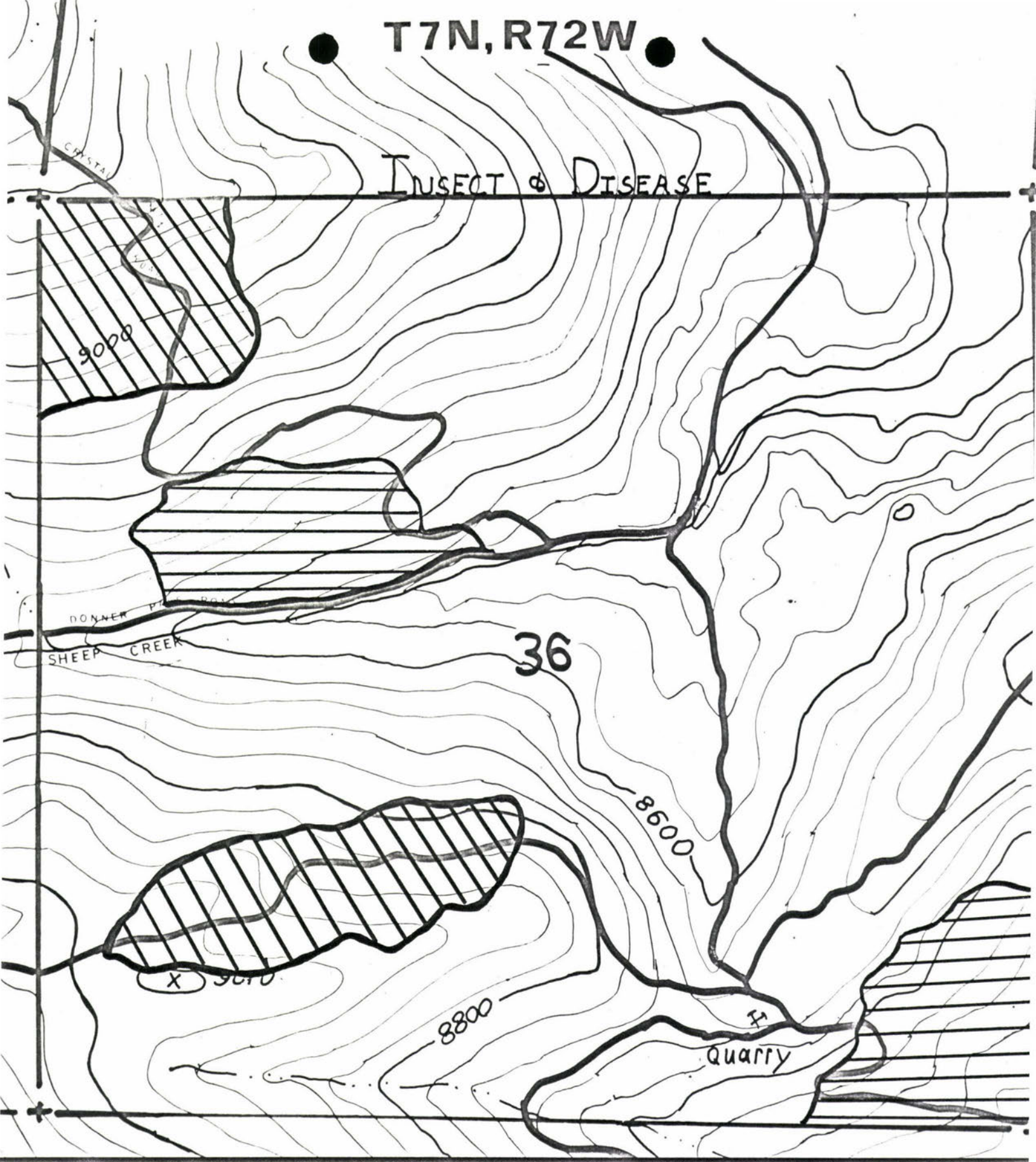
CRYSTAL

ROAD

DANIEL
WATER

T7N, R72W

INSECT & DISEASE



36

SHEEP CREEK

DONNER P...

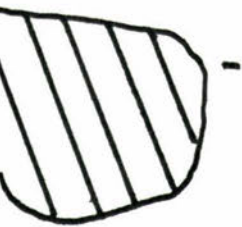
Quarry

X 5600

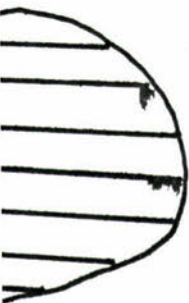
8800

8600

9000



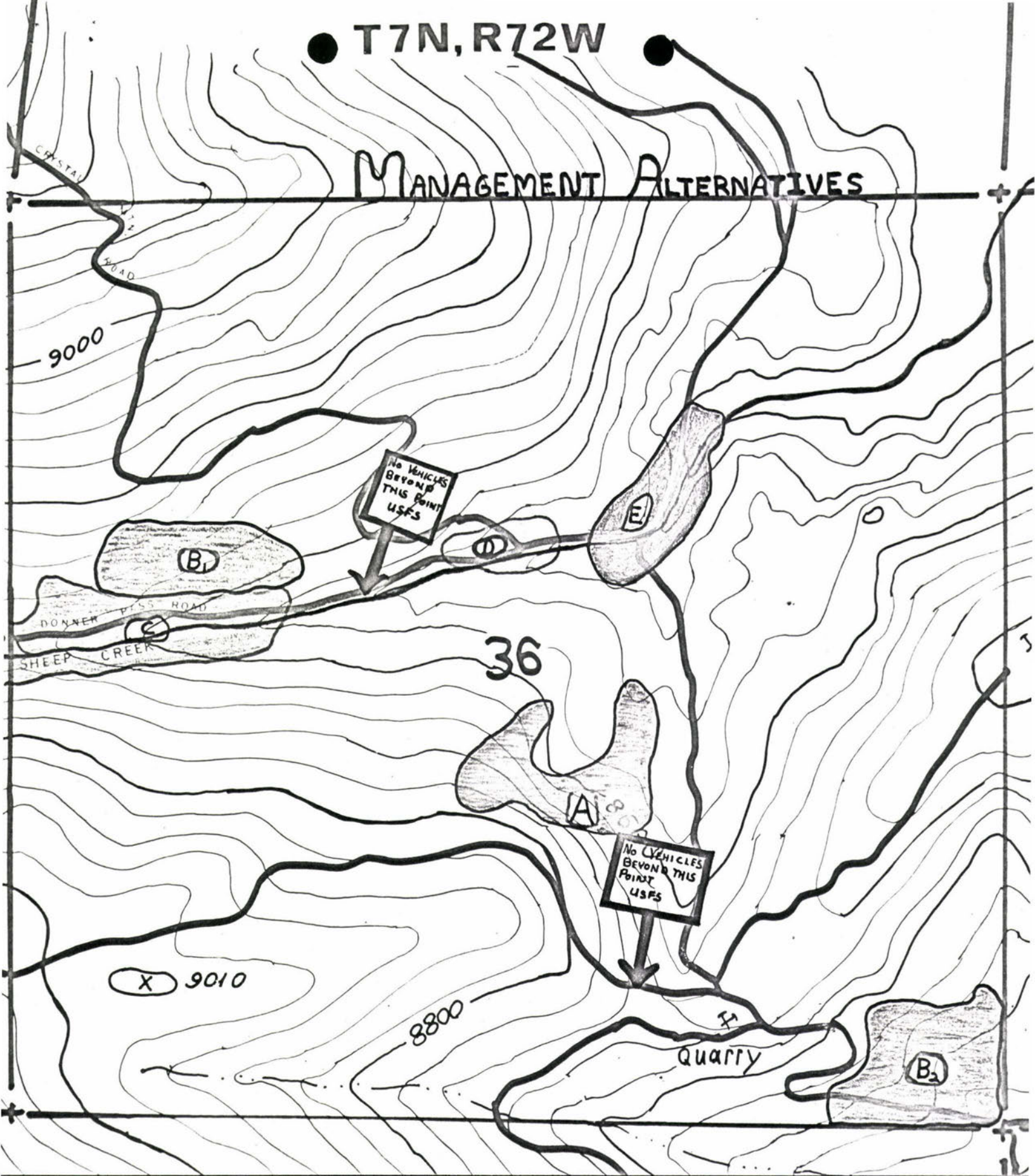
Heavy mistletoe infections on lodgepole pine
(*Arceuthobium americanum*)



- Heavy mtn. pine beetle and dwarf mistletoe
attacks on ponderosa pine (*A. vaginatum* spp. *cryptopodum*)

● T7N, R72W ●

MANAGEMENT ALTERNATIVES



No Vehicles Beyond This Point Uses

No Vehicles Beyond This Point Uses

36

Quarry

X 9010

8800

9000

Crystal Road

Donner Pass Road

Sheep Creek

B₁

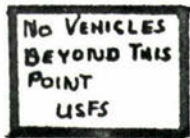
E

A

B₂

D

F



The Forest Service had blocked access on two roads within the section. These blockades have recently been removed following discussions with the Forest Service. Improvements may be necessary on these roads for future timber harvest operations.

AREAS

- A. Excessive slash lies within this area resulting from recent clearcut operations. Slash treatment and removal is needed here to reduce the fire hazard situation. A majority of the slash could be sold for firewood, etc. Recommend windrow slash in southwest portions of the cut.
- + B₂ - These are ponderosa pine sawtimber areas, that are infested with mountain pine beetle. These areas were heaviest hit in 1971 & 1972. Harvest operations could yield a substantial profit, but should begin soon before attached trees decay.
- This area could be hayed for grazing purposes. Range trend analysis indicated an annual yield of 1800 lbs/acre. Timothy, sedges, reedtop and are the principal species in this area.
 - A stock pond or small fire reservoir could be developed here.
 - This area has certain aesthetic & recreational values. Picnic tables could be placed adjacent to Sheep Creek; following slash treatment, the clearcut could be used as an educational area.

CFL 209 31

7-4-74

F16CN

08-069 674 212

20203



127

FL 55



CFL 200.31

7-4-74

F16CN

08-069 674 211

211211



126



Agreement for Services

This Agreement is entered into this 17th day of July, 2000, by and between the Colorado State Board of Agriculture acting by and through Colorado State University for the use and benefit of the Colorado State Forest Service, State Forest, a State of Colorado institution of higher education, Fort Collins, Colorado, 80523 (CSFS) and St. Vrain Arbor Care with its principal place of business at 1117 Sherman St., Longmont, CO 80501 (**Contractor**).

The parties agree as follows:

1. **Services.** The Contractor, as an independent Contractor and not as an employee, shall perform the following services under the following conditions as listed below, or as attached hereto and incorporated herein by this reference as an Exhibit:

Pre-commercial thinning for \$17,500 total for the project

2. **Performance and Payment.** The parties understand and agree that the Contractor is responsible for the results of the work to be undertaken and is not subject to CSFS's control as to the means and methods of accomplishing these results; that the Contractor selects clients and is free to work for one or more during any given interval; that the Contractor determines the time and place the work will be performed; that the Contractor provides the tools, materials and office space needed to perform the work; that the Contractor has agreed to perform specific services for a fixed price and does not receive regular payments at stated intervals; and, that the Contractor, if a sole proprietor, has not previously been an employee of the State of Colorado.

Dates for services (term of this Agreement) beginning July 17, 2000 and ending September 30, 2000.

Payment agreed upon for services: \$ /acre for acres or \$17,500 total. Bill to be submitted upon completion.

3. **Non-Assignment.** Neither party shall assign this Agreement without the advance written consent of the other. This Agreement is binding upon the heirs, personal representatives, successors, and permitted assigns of both parties.
4. **Insurance.** The Contractor shall, during the term of this Agreement, maintain comprehensive general liability insurance with a minimum limit coverage of \$ 500,000 combined single limit and shall name the Colorado State Board of

Agriculture and CSFS as an additional insured, and shall maintain worker's compensation insurance as required by law. The Contractor shall provide CSFS thirty days advance written notice of termination or material alteration of insurance coverage.

5. **Ownership of Work Products.** All work product provided to or for CSFS and resulting from the consulting services are the property of CSFS.

6. **Default.** 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 ten (10) days after the non-defaulting party, upon written notice to the defaulting party, may terminate this Agreement effective the date specified in the notice, and may seek such other and further relief as may be provided by law.

7. **Independent Contractor.** The Contractor shall perform obligations hereunder as an independent Contractor and not as an employee. The Contractor and the Contractor's employees, Sub Contractors, and agents shall not, under any circumstances, be considered agents or employees of the State of Colorado or of CSFS or be entitled to worker's compensation benefits from the CSFS as a result of the duties to be performed hereunder. The Contractor may be obligated to pay federal and state income tax on any moneys earned pursuant to this contractual relationship, and such obligations are in no way the responsibility of CSFS.

8. **Entire Agreement.** This Agreement 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 Agreement.

9. **Amendment.** Any amendment to this Agreement must be in writing and must be signed by the parties.

10. **Waiver.** The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach of the same or other provision hereof.

- 11. **Severability.** In the event that any provision of this Agreement is held unenforceable for any reason, the remaining provisions of this Agreement shall remain in full force and effect.

- 12. **Jurisdiction 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 City and County of Denver, State of Colorado.

- 13. **Special Provisions.** The Special Provisions, attached hereto as an Exhibit, are incorporated herein by this reference.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year written above.

Colorado State Board of Agriculture
By and through Colorado State
University

Contractor

By: _____
John Schneider, Director of Purchasing

By:  _____

Printed Name: ERIC SHAUB

By: _____
State Forester

Title: Member

SSN# (if sole proprietor) or
Employer ID # (all others):
201607690

By: _____
District Forester

EXHIBIT

Parcels of Land:

Crystal Mountain State Land: Portion of Sec 36, T7N, R72W for approx 25 acres.

Performance Standards:

- Existing roads will be used. Modification of the roads in any way will not be allowed. Existing roads may not be cut open to allow access to thinning units. All roads and trails will be maintained in their original condition by the Contractor. Prior to final acceptance of completion of this agreement roads and facilities will be inspected.
- Healthy well formed, fast growing trees free from disease and insects will be chosen as leave trees at a spacing of a twelve foot (12 ft) grid.
- Stumps will be cut as close to the ground as possible but in no circumstances will the stump height exceed 2 inches on the uphill side.
- Overstory trees will be felled (maximum stump height 6 inches) and limbed out.
- The Contractor will take all necessary precautions to prevent damage to improvements on the property (including, but not limited to, tree regeneration). If damage occurs to any improvement, the Contractor will restore the improvement to its original condition and will bear all costs associated with the repair.
- The Contractor will exercise all possible precautions to prevent wildfire, and shall assist in the suppression of any fire that is on, or threatening the property. During the fire season the Contractor shall have the following firefighting tools located at the work site: extinguisher(s), shovel/Pulaski, and five gallon water container.
- All motorized equipment will be equipped with an operational spark arrester.
- The CSFS may suspend or limit Contractor operation if excess damage is occurring due to mud, snow, extreme fire danger, etc.
- The Contractor will provide trashcans on site and trash will be hauled on a weekly basis.

Change Date
17 July

Agreement for Services

This Agreement is entered into this 1st day of May, 2000, by and between the Colorado State Board of Agriculture acting by and through Colorado State University for the use and benefit of the Colorado State Forest Service, State Forest, a State of Colorado institution of higher education, Fort Collins, Colorado, 80523 (CSFS) and St. Vrain Arbor Care with its principal place of business at 1117 Sherman St., Longmont, CO 80501 (**Contractor**).

The parties agree as follows:

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Pre-commercial thinning for \$17,500 total for the project
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Dates for services (term of this Agreement) beginning May 1, 2000 and ending September 30, 2000.

Payment agreed upon for services: \$ /acre for acres or \$17,500 total. Bill to be submitted upon completion.
- Non-Assignment.** Neither party shall assign this Agreement without the advance written consent of the other. This Agreement is binding upon the heirs, personal representatives, successors, and permitted assigns of both parties.
- Insurance.** The Contractor shall, during the term of this Agreement, maintain comprehensive general liability insurance with a minimum limit coverage of \$ 500,000 combined single limit and shall name the Colorado State Board of

Agriculture and CSFS as an additional insured, and shall maintain worker's compensation insurance as required by law. The Contractor shall provide CSFS thirty days advance written notice of termination or material alteration of insurance coverage.

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9. **Amendment.** Any amendment to this Agreement must be in writing and must be signed by the parties.
10. **Waiver.** The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach of the same or other provision hereof.

11. **Severability.** In the event that any provision of this Agreement is held unenforceable for any reason, the remaining provisions of this Agreement shall remain in full force and effect.

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13. **Special Provisions.** The Special Provisions, attached hereto as an Exhibit, are incorporated herein by this reference.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year written above.

Colorado State Board of Agriculture
 By and through Colorado State
 University

Contractor

By: *Michael M. Hughes*

By: *[Signature]*

Printed Name: Eric Shub

Title: Member

SSN# (if sole proprietor) or
 Employer ID # (all others):
84-1345

~~CSFS~~
~~Dept Head~~

John Schneider
 Director of Purch.
 State Forester
 District Forester

EXHIBIT

Parcels of Land:

Crystal Mountain State Land: Portion of Sec 36, T7N, R72W for approx 25 acres.

Performance Standards:

- Existing roads will be used. Modification of the roads in any way will not be allowed. Existing roads may not be cut open to allow access to thinning units. All roads and trails will be maintained in their original condition by the Contractor. Prior to final acceptance of completion of this agreement roads and facilities will be inspected.
- Healthy well formed, fast growing trees free from disease and insects will be chosen as leave trees at a spacing of a twelve foot (12 ft) grid.
- Stumps will be cut as close to the ground as possible but in no circumstances will the stump height exceed 2 inches on the uphill side.
- Overstory trees will be felled (maximum stump height 6 inches) and limbed out.
- The Contractor will take all necessary precautions to prevent damage to improvements on the property (including, but not limited to, tree regeneration). If damage occurs to any improvement, the Contractor will restore the improvement to its original condition and will bear all costs associated with the repair.
- The Contractor will exercise all possible precautions to prevent wildfire, and shall assist in the suppression of any fire that is on, or threatening the property. During the fire season the Contractor shall have the following firefighting tools located at the work site: extinguisher(s), shovel/Pulaski, and five gallon water container.
- All motorized equipment will be equipped with an operational spark arrester.
- The CSFS may suspend or limit Contractor operation if excess damage is occurring due to mud, snow, extreme fire danger, etc.
- The Contractor will provide trashcans on site and trash will be hauled on a weekly basis.

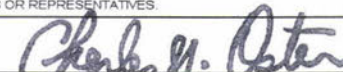
ACORD CERTIFICATE OF LIABILITY INSURANCE		CSR RK COLOR-6	DATE (MM/DD/YY) 11/09/99
PRODUCER The Employer Source Insurance 4812 South College Ave Fort Collins CO 80525 Phone: 970-223-4744 Fax: 970-223-0891		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Colorado Safescape LLC Eric Shaub 1117 Sherman St Longmont CO 80501		INSURERS AFFORDING COVERAGE	
		INSURER A: Valley Forge	
		INSURER B: CNA Insurance Companies	
		INSURER C:	
		INSURER D:	
		INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	1081537289	06/08/99	06/08/00	EACH OCCURRENCE	\$ 1,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				FIRE DAMAGE (Any one fire)	\$ 100,000
					MED EXP (Any one person)	\$ 10,000
					PERSONAL & ADV INJURY	\$ 1,000,000
					GENERAL AGGREGATE	\$ 2,000,000
					PRODUCTS - COMP/OP AGG	\$ 2,000,000
					GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	PENDING	06/08/99	06/08/00	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
					BODILY INJURY (Per person)	\$
					BODILY INJURY (Per accident)	\$
					PROPERTY DAMAGE (Per accident)	\$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
					OTHER THAN AUTO ONLY	EA ACC \$ AGG \$
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE	\$
					AGGREGATE	\$
						\$
						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS	OTHER \$
					E.L. EACH ACCIDENT	\$
					E.L. DISEASE - EA EMPLOYEE	\$
					E.L. DISEASE - POLICY LIMIT	\$
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
Fax#970-491-8645

CERTIFICATE HOLDER	N	ADDITIONAL INSURED, INSURER LETTER	CANCELLATION
COLOSTF			
Colorado State Forest Service Colorado State University Foothills Campus Bldg 1052 Fort Collins CO 80523			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>10</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
		Charles N. Oster	

ACORD CERTIFICATE OF LIABILITY INSURANCE		CSR RK SILVA-1	DATE (MM/DD/YY) 10/22/99
PRODUCER The Employer Source Insurance 4812 South College Ave Fort Collins CO 80525 Phone: 970-223-4744 Fax: 970-223-0891	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.		
INSURERS AFFORDING COVERAGE			
INSURED Silva Logic LLC C Scott Golden 5218 Stove Praire Rd Bellvue CO 80512	INSURER A:	Valley Forge	
	INSURER B:	Transportation Ins. Co.	
	INSURER C:		
	INSURER D:		
	INSURER E:		

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	1081536708	06/01/99	06/01/00	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire)	\$ 100,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 10,000
					PERSONAL & ADV INJURY	\$ 1,000,000
					GENERAL AGGREGATE	\$ 2,000,000
					WORKERS COMPENSATION	\$ 2,000,000
					WHAT AGGREGATE LIMIT APPLIES PER	
	POLICY PROJECT LOC					
B	AUTOMOBILE LIABILITY	B1 81536711	06/01/99	06/01/00	COMBINED SINGLE LIMIT (Per accident)	\$ 500,000
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS					
<input type="checkbox"/> NON-OWNED AUTOS						
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC	\$
					AUTO ONLY ACC	\$
	EXCESS LIABILITY				EACH OCCURRENCE	\$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$
	<input type="checkbox"/> DEDUCTIBLE					\$
	<input type="checkbox"/> RETENTION \$					\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC 2 11425977	07/12/99	06/01/00	WC STATUTORY LIMITS	\$
					OTHER	\$
					E.L. EACH ACCIDENT	\$ 100,000
					E.L. DISEASE - EA EMPLOYEE	\$ 100,000
		E.L. DISEASE - POLICY LIMIT	\$ 500,000			
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Fax#491-8645

CERTIFICATE HOLDER	N	ADDITIONAL INSURED, INSURER LETTER	CANCELLATION
COLOFOR		Colorado State Forest Service Colorado State University Building 1052 Foothills Campus Fort Collins CO 80523	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>10</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
			Charles N. Oster

A G R E E M E N T

THIS AGREEMENT, made this 10th day of May, 2000,
by and between St. Vrain Tree Service 1117 Sherman St., Longmont, CO 80501 (303) 772-3136,
hereinafter referred to as the CONTRACTOR, and the State Board of Agriculture in behalf of the
Colorado State Forest Service, Fort Collins District, CSU Foothills Campus, Building 1052, Fort
Collins, CO 80523, hereinafter referred to as the LANDOWNER; 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, Township 7 North, Range 72 West of the 6th Principle Meridan

2. LANDOWNER grants to CONTRACTOR the right to access to the above described
property for the following purposes.

To do a pre-commercial thinning

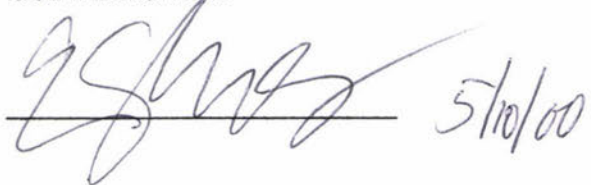
3. CONTRACTOR agrees to provide the services specified in Paragraph 2 of this
Agreement in consideration for:

\$ 17,500

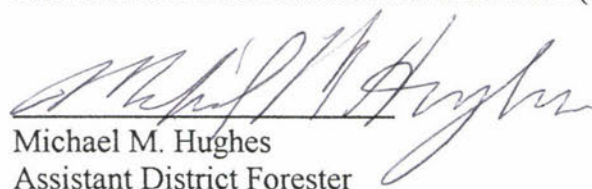
4. It is understood between the LANDOWNER and the CONTRACTOR that this Agreement shall begin on the date first above written, and shall remain in force until September 30, 2000.
5. This Agreement may be terminated by either party ten (10) days following written notice to the other party.
6. CONTRACTOR may assign the rights provided for in this Agreement to a subcontractor of its choice without obtaining the approval of the LANDOWNER.
7. The CONTRACTOR shall maintain during the life of this Agreement such liability insurance as is required by Colorado law.
8. This Agreement shall be extended due to inability of the 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 payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.
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 18-8-401, et. seq., (Abuse of Public Office), C.R.S. 1973, as amended, and that no violation of such provision is present.
13. The signatories aver that to 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.

CONTRACTOR


5/10/00

COLORADO STATE FOREST SERVICE (LANDOWNER)


Michael M. Hughes
Assistant District Forester

Colorado Safescape

Wildfire and Tree Experts
1117 Sherman St
Longmont, CO 80501

Phone: 303-772-3136
FAX:
email: escape@oncimage.com

Facsimile

To: Mike Hughes, Colorado State Forest Service
@Fax: 970-491-8645
From: Eric Shaub
Date: 10/22/99
Re: Crystal Mountain TSI
Pages: 1, including this

Mike,

Thanks for taking the time to show me the project area on Sunday. Here is my bid: Thin stand to 10 to 14 foot stem spacing, chip all material. Chips will be sprayed and left on site. My time frame is 2.5 to 3 weeks to complete the project, and I will not be able to start the project until April 2000. The cost of the project will be \$17,500. If you have any questions, please let me know.

Thanks,

Eric Shaub

cell 303-775-6648