

COLORADO STATE FOREST SERVICE

LYNN SIBLEY

THIS AGREEMENT, made this 24th day of August, 1994, by and between the Colorado State Board of Agriculture on behalf of the Colorado State Forest Service, 936 Lefthand Canyon, Boulder, CO 80302, hereinafter referred to as CSFS, and Lynn Sibley, whose address is 1327 Peachtree St NE, Atlanta, Georgia 30309, hereinafter referred to as the LANDOWNER; and

WHEREAS, CSFS has the expertise to provide the services described below; and

WHEREAS, LANDOWNER desires to implement the practices described below;

NOW, THEREFORE, it is hereby agreed that:

1. LANDOWNER warrants that he is the owner of the property described below, or has obtained permission from the owner of said property to grant all rights and provisions provided in this Agreement. The property is described as follows:

About 12 acres in the
NE1/4, Sec 25, T1N, R72W, S.P.M.,
of which, 3.0 acres is being cleaned of dwarf-mistletoe.

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

Administering the cutting of about 7.5 cords of wood infected with dwarf-mistletoe, and

Pruning dwarf-mistletoe from infected trees.

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

Layout of sale area:	3.0 acres @ \$10.00/ac.	\$30.00
Marking cut trees:	7.5 cords @ \$ 3.00/cd.	22.50
Sale admisitation:	10% of gross proceeds.	<u>8.25</u>
TOTAL, Sale		\$60.75

The above amount to be paid CSFS by contractor and deducted from sale proceeds.

Pruning: \$24.00 per hour, not to exceed \$925.00. This amount to be paid directly to CSFS subcontractors, or CSFS should it be physically involved with the work.

4. This Agreement shall begin on the date first above written and shall remain in force until December 31, 1994.
5. This Agreement may be terminated by either party ten (10) days following written notice to the other party.
6. CSFS may designate a subcontractor to do all, or part of the work, fees due such subcontractor to be paid directly by LANDOWNER and deducted from amount due CSFS.
7. CSFS and its subcontractors shall maintain during the life of this Agreement, such liability insurance as is required by Colorado law.
8. This Agreement shall be extended due to inability of CSFS to perform work due to circumstances beyond its control, or as mutually agreed by LANDOWNER and CSFS. All extensions will be in writing and become part of this Agreement.
9. Financial obligations of CSFS payable after the current fiscal year are contingent on funds for that purpose being appropriated, budgeted and otherwise made available.
10. CSFS agrees that it will comply with all applicable laws regarding discrimination on the basis of race, creed, color, sex, or handicap including, but not limited to Executive Order 11246 as amended or as may be further amended hereafter.
11. The laws of the State of Colorado and rules and regulations issued pursuant thereto shall be applied in the interpretation, execution and enforcement of this Agreement.

12. The signatories hereto aver that to their knowledge no CSFS employee has any personal or beneficial interest whatsoever in the property described herein.

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

Frank Sibley
LANDOWNER

8/24/94
DATE

Douglas Stevenson
COLORADO STATE FOREST SERVICE

8/24/94
DATE

LYNN SIBLEY
FOREST PRODUCTS LEASE AGREEMENT

JACK RUIZ
1994

THIS AGREEMENT, made this 25th day of August, 1994, by and between Lynn Sibley, whose address is 1327 Reading St NE #304, Atlanta, GA 30309, hereinafter referred to as the LANDOWNER; and Jack Ruiz, whose address is General Delivery, Ward, CO 80481 hereinafter referred to as the LESSEE.

AGENT DESIGNATION:

The State Board of Agriculture, by and through the State Forester, is designated as LANDOWNER's agent for purposes of supervising the LESSEE in his work on this lease and has power-of-attorney for these purposes.

RIGHT TO SELL:

The LANDOWNER warrants that he is the owner of, and has authority to lease the property for the cutting of forest products covered by this Agreement. The property is described as follows: about 3.0 acres lying in the NE1/4, Sec 25, T1N, R72W, S.P.M.

SALE LOCATION:

The boundaries of the lease are as follows:

3.0 acres marked with green plastic flags. Within this area, trees are marked with orange paint. Paint marks do not go outside of cutting area.

LANDOWNER hereby certifies that she has examined the sale and that sale boundaries are correctly marked and conform to property lines where adjacent.

PERFORMANCE BOND:

LESSEE delivers herewith \$75.00 in the form of a bond deposit currently held by CSFS (Bond deposit will be paid to Lynn Sibley in the event of damage or default) as a guarantee of good and faithful performance.

This bond may be used in full or in part to correct deficiency in any work not completed to Agreement specifications. The bond, or its balance, will be released to LESSEE promptly upon satisfacto-

ry completion of this Agreement. If work is not completed to satisfaction of forester-in-charge by Agreement termination date, or extensions thereof, the bond, less service charges, will become property of LANDOWNER.

SALE PERIOD:

The effective dates of this agreement are from August 24, 1994 to September 9, 1994.

PAYMENT TERMS:

A check payable to Lynn Sibley in the amount of \$21.75 is delivered herewith (This is the amount left over from sale proceeds after deduction of CSFS service charges.).

A second check, payable to CSFS in the amount of \$60.75 is delivered herewith in payment of LANDOWNER's obligations to CSFS. The total of the two payments is \$82.50 (\$11.00 per cord for 7.5 cords, based on CSFS mark and tally).

DAMAGE PENALTY:

LESSEE shall not cut or damage any tree over three inches DBH that is not marked with paint. A tree is damaged if bark is removed from more than one-third of its circumference at any point, or if it is bent over, broken off or uprooted. This determination shall be made solely by forester-in-charge. Damaged trees shall be paid for at the rate of \$10.00 per tree. Unmarked trees greater than three inches DBH that are cut without prior specific approval of forester-in-charge shall be paid for at the rate of \$20.00 per tree.

Trees cut outside sale boundary shall be paid for at the rate of \$60.00 per tree. Failure to make immediate payment on demand is sufficient cause for termination of this agreement and forfeiture of all money paid.

Cutting of more than three unauthorized trees shall be grounds for terminating this agreement with forfeiture of all monies paid.

PRODUCT OWNERSHIP:

Change of ownership occurs when product is removed from property under terms of this Agreement. Products not removed from property by termination date, revert to LANDOWNER and may be disposed of by LANDOWNER at her discretion.

PERFORMANCE STANDARDS:

Stumps will be cut as close to the ground as practical, but in no case will stump height exceed six inches as measured from the ground line on the uphill side to the highest part of the stump. Previously-existing stumps must also conform to this standard.

Slash will be cut so that no piece stands more than eighteen inches above the ground. No more than one acre of slash may be in a non-conforming condition at any one time. Forester-in-charge may prohibit removal of wood until such time as slash is brought into conformance. Failure to meet slash standards within one week of notification by forester-in-charge, is grounds for termination of this agreement.

All wood that is at least four feet long and at least three inches in diameter at a point four feet from the butt, and is one-third sound shall be removed from property by LESSEE; except, unwanted pieces over four inches in diameter inside bark at the butt may be bucked into three-foot lengths and thereafter treated as slash.

Trees marked with paint are to be cut. Trees of less than 3.0 inches DBH are to be cut if the main stem is damaged, forked or crooked or if the live crown ratio is less than one-third. All other trees are to be left alone.

If damage occurs to any improvement, LESSEE will restore the improvement to its original condition and will bear all costs associated with the repair.

LESSEE will not start any fires and shall assist in suppression of any fire that is on or threatening property of LANDOWNER. LESSEE will have one shovel, Pulaski or McLeod for each person on the crew. All motorized equipment shall be equipped with an operational spark arrester. Forester-in-charge may suspend operations during periods of very high or extreme fire danger.

All trash, including trash existing on site before this lease took effect, will be cleaned up and hauled from site.

LESSEE is not to camp or live on site without first receiving permission from LANDOWNER.

Forester-in-charge may suspend or limit operations of LESSEE for violation of terms of this Agreement, or if damage to soil or residual trees occurs. Soil is damaged if ruts greater than three inches deep occur.

INHERENT DANGERS:

LANDOWNER hereby informs LESSEE that the following physical hazards are located on the property and may not be obvious: steep, rocky, rugged terrain; partially decayed and hollow trees; trees with broken limbs and/or tops; fences; and other hazards not specifically listed.

SUBCONTRACTING:

This Agreement, or any interest therein, may not be assigned or sublet by LESSEE without prior written consent of LANDOWNER. Any person entering property with LESSEE's consent, is LESSEE's employee.

LESSEE must obtain prior approval from LANDOWNER or forester-in-charge for each employee, agent or subcontractor who enters the property.

All persons authorized to enter the property must carry a copy of this Agreement where it can be easily obtained for inspection.

LAW COMPLIANCE:

LESSEE agrees to comply with all laws, rules and regulations of the State of Colorado and its subdivisions.

AGREEMENT TERMINATION:

This Agreement shall be terminated upon written notice from LANDOWNER or his Agent for non-compliance of LESSEE. Specific non-compliance items shall be listed in said written notice. Mailing of notice to address listed above shall be deemed adequate. All prepayments and products shall revert to LANDOWNER.

AGREEMENT MODIFICATION:

This Agreement may not be modified, except in writing, by mutual consent of both parties.

ARBITRATION:

In case of dispute over terms of this Agreement, both LANDOWNER and LESSEE agree to accept decision of a three-person arbitration board as final. The decision of this board is binding. LANDOWNER and LESSEE will each select one person for the arbitration board, with the selected people selecting a third person to form the board.

HOLD HARMLESS:

LESSEE shall indemnify and hold harmless LANDOWNER against all suits or actions of every kind and nature brought against LANDOWNER for or on account of any injuries or damages received or sustained by any person, firm, or corporation in connection with, or on account of, performance of work under this Agreement, or by any consequence of any negligence in connection with same, or on account of any act of omission or commission of LESSEE, his subcontractors, agents, servants, or employees, or for any cause arising out of performance of subcontractors, agents, servants, or employees relating to this Agreement.

LESSEE shall indemnify and hold harmless the COLORADO STATE FOREST SERVICE and its employees against all suits or actions of every kind and nature brought against the COLORADO STATE FOREST SERVICE or its employees for or on account of any injuries or damages received or sustained by any person, firm, or corporation in connection with, or on account of, performance of work under this Agreement, or by any consequence of any negligence in connection with same, or on account of any act of omission or commission of LESSEE or his subcontractors, agents, servants, or employees, or for any cause arising out of performance of subcontractors, agents, servants, or employees relating to this Agreement.

BINDING ON HEIRS:

Terms and conditions of this Agreement shall be binding upon heirs, executors, administrators, successors and assignees of either party.

Sam Sibley
LANDOWNER

8/24/94
DATE

Joachim Ritz
PRINCIPLE LESSEE

8/24/94
DATE

- STATEMENT -

Date of Agreement: 8/24/94
Date of Completion: 11/30/94

Client:

Name: CYNN Sibley
Address: 1327 Peach Tree St.
NB # 504
ATLANTA GA 30309
Phone: 1-404-724-9597

Contractor:

Name: PAUL M. Bolick
Address: 3958 Wonderland Hill Ave.
Boulder, CO 80304
Phone: 1-303-442-6067

Terms of Agreement:

Action/Methods: Management plan for the removal of Dwarf Mistletoe Parasite which would improve the long term growth/health of this select stand of timber and decrease susceptibility to disease and other parasites. The procedure used to achieve this goal consisted of initial clear-cutting (as performed by Jack Blue & Co.) and subsequent selective thinning & pruning of infected species as performed by PAUL M. Bolick.

Species: Ponderosa Pine, Lodgepole Pine, Limber Pine

Acreage: 3.0 Acres

Total Hours: 61

Outlook: Landowner is responsible for annual on-site inspection of area for new incidence of Dwarf Mistletoe Parasite as per C.S.F.S. guidelines. The Contractor PAUL M. Bolick agrees to spend one day (early spring of 1995) inspecting for manifestation of incipient parasite growth which was obscured the previous growth season.

Amount Due: \$ 925.00

Cooperator / Contractor / Consultant:

Paul M. Bolick