

THIS AGREEMENT, made this 8th day of March, 1993, 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 Harold Heafer, whose address is 85 Elmwood Lane, Oceanside, CA 92054, 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 55 acres  
located in Black Tiger Gulch.

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

Preparing a forest management plan consistent with the requirements of both the Stewardship Incentives Program and Forest Agriculture Program.

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

\$8.50 per acre (about \$467.50).

4. This Agreement shall begin on the date first above written and shall remain in force until August 31, 1993.
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.

Harold Heifer  
LANDOWNER

3/8/93  
DATE

Douglas Stevenson  
COLORADO STATE FOREST SERVICE

3/8/93  
DATE