

Four Mile Fire Department Newsletter, Spring 2008

A-BRIEF History Doug Ray, President and Chairman of the Board

In 1981 I was first elected to the Board as Treasurer. From the previous Treasurer I received a ledger book (illegible) and a few shoe boxes of bills and receipts. The laptop seemed to be missing -- oh that's right, we didn't have one. Our annual budget was almost nothing, and we tried very hard to spend that nothing wisely. We didn't have a meeting room so we met in each other's living rooms. (I am really glad that I don't have to drive to Margaret Hansen's house anymore.) Margaret was our Chief for a long time, until she decided that she needed to spend more time being an architect than fire department Chief. Margaret was a great Chief. She managed to keep all the County Officials wary of her as well as doing her bidding! Truly she did much more than that; she modernized the department, put it on a "professional" footing for the first time, instituted regular trainings, got us in the grant application business, created the auxiliary, she was equally responsible to Ginger Harris for initiating medical response in Four Mile Fire as well as new, upgraded trucks and the construction of three "new" stations. Wow.

The current department is a wonder of dedication and purpose. Our budget is around \$100,000, up from \$2,000 when I started. We still do our best to spend your tax money wisely. We supplement our tax income with grant money -- both federal and state as well as donations. Gambling has been our friend (we receive State "gambling impact" grants occasionally because we serve the lower part of Boulder Canyon). We happen to have in the department a grant writer extraordinaire, Bruce www.fourmilefire.org

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History of Four Mile Fire

(cont'd from page 1)

Four Mile Fire Department

Fire Chief Bret Gibson 303.444.0882

Quarter Master LouAnn Shirley 303.442.4271

Board of Directors:

President and Chairman Doug Ray 303.449.7994

Treasurer Allison Wagner

Secretary Greg Berbaum Michael Carpenter Karen Benjamine

Emergencies call 911 Immediate help that are Non-Emergencies 303.441.4444

4 Mile Fire Department 87 Four Mile Canyon Dr. Boulder, CO 80302 www.fourmilefire.org Vaughn. He tackled the bureaucratic maze of grant proposals and prevailed. Over the years with Bruce's expertise we received monies that paid for new trucks and other very necessary equipment. Just goes to show what intelligence and honesty can get. Thanks Bruce, you are doing an amazing job.

Our truck situation was pretty pathetic back then, especially compared to the present. Duct tape was our friend! Big thanks to Chuck Gray and Margaret Hansen for designing affordable trucks that worked. Actually, two of them are still clinging to life but will soon be retired -- Chief Gibson will be taking less Advil when they are gone. My suggestion is that we push them off a cliff on the way to Gold Hill and watch them disintegrate. Just kidding! They are still worth a few bucks, and so we will try to sell them. Nowadays all of our trucks are ready to jump into action for the next emergency. Unlike the old days, they even start!

Originally there was no medical response team and no thought of one. Basically there were no funds but somehow we managed to make it all work. Of course, there were fewer people in the canyon then, which meant fewer challenges. Money comes with people. This brings us to our current state of affairs. We are a real fire department with good trucks, dedicated volunteers, well-trained EMTs, fire houses and good equipment.

Over the years, we have increased the number of our fire stations from one, the Quonset hut, to four, strategically located throughout the Canyon. Well, only one of them is a "real station". The "station" at the bottom of the Canyon is really just a garage for our emergency response truck. And the Quonset hut and the "station" at Wall Street are also just garages. Only the station in Salina is large enough to hold small meetings and trainings, while bursting at the seams. We hope to be able to build a real station soon - one with enough room to hold all of our trainings in, to keep all of our records, and to store our equipment. In the last few years we have begun a program of placing cisterns throughout the District, so there is now some water available even in parts of the Canyon that are far from Four Mile Creek. We have a very active program of advising homeowners how to make their homes and property safer, and we have begun a program of forest thinning in order to reduce the risk of major conflagrations.

We now have a very capable medical response team. My hope is that you never get to meet them. Headed by Dave Hustvedt, they are up-to-date on procedures, trained and ready to respond at a moment's notice. You can feel confident that they know what to do.

Lou Ann Shirley, another member of the board who has been in the department since the dawn of time, keeps tally of the fire fighter equipment needs. She keeps that end of the department running smoothly and efficiently. Because we have never had enough room in any of our buildings to store all of our equipment, much of it has always lived in Lou Ann's garage. Thank you Lou Ann and keep dancing. (I stole all of your grammar correcting red pens so don't even think about it.)

For those of you who don't know, this is a 100 per cent volunteer fire department composed of people just like you who care about their neighbors, their community, and this Canyon. Like most mountain people, I have the ability to be completely happy being left alone. I was dragged into the department 28 years ago by my neighbor Rob Beebe. I'm really glad he did because I have met people who are at times odd, at times frustrating, and generally independent, but who are always interesting. And they are forever dedicated to making our Canyon a better, safer place. Being in the Four Mile Fire Department has made my life richer (not financially - no one in the department receives a cent). My thanks and hopefully yours to all those involved in what I consider to be the best volunteer fire department in the county. Special thanks to Chief Bret Gibson who does an incredible job as ringmaster. I won't hold the flames on the side of his truck against him.

And, as I said, this is a volunteer department. It is only as good as you are. We need you and your skills - whatever they may be - in this department. If you are interested in making your canyon a better, safer place, contact Bret Gibson at 303.444.0882, check out our website for additional information: <u>www.fourmilefire.org</u>. However much or little time you can spare, we have a job for you.



- *How can I help?
- How much time is involved?
- *What training opportunities are there?
- *Who pays for special clothing or gear?
- *How do you get called to respond to an emergency?
- *Is it dangerous?
- *What is your typical kind of emergency?
- **∗**Is it worth it?
- *Who should I contact?

HOW MUCH TIME IS INVOLVED?

We respond to everything from roll-over injury accidents in Boulder Canyon to structure fires in remote locations, medical emergencies, or wildland fires that threaten the forested areas and homes. In a typical year we respond to 80 to 100 calls, with more than 70% having some medical component to them. Four Mile does not use any kind of shifts or scheduling for being "on call" to respond to emergencies. We are a small, unique department with special needs that are better served by the following strategy: anyone who can respond to a call, does so. Generally we get a good response, and this self-balancing system seems to compensate for people being out of town, sick or otherwise unable to respond. This also insures that we have a good mix of people with different types of training responding to the call - no matter which end of the district it occurs in. Calls can last from 45 minutes for a minor emergency to all day for a wildland fire. How much time you spend responding to calls depends on you.

Training is, by necessity, a big component of what we do. We meet for about three hours in the morning on the second Saturday of each month, and for two hours every fourth Thursday evening of each month. Additional medical training is the second Thursday evening each month. Other training opportunities exist both inside and outside the department as well.

WHAT TRAINING OPPORTUNITIES ARE THERE?

Four Mile provides frequent in-house training sessions covering basic incident operations such as driving fire trucks, running pumps, structure fire safety, medical evacuations, traffic control, and digging fire line. Once a level of commitment is demonstrated by a volunteer, the department encourages and supports additional formal training including:

- Wildland fire training: S-190/S-130, a 36 hour course that provides the first level 'red card' certification, and many more courses offered by the county and state
- ★ Fire Fighter Academy: (four month structure fire fighting course)
- ★ Emergency Medical Technician (EMT) certification courses

the crew is for the benefit of all five districts. It is structured this way to deal with these issues on a landscape scale, which is the only way to have a lasting impact. Also, by being part of the various Fire Departments, we leverage the great work and infrastructures the community has already built. This allows us to partner with the CSFS, USFS, BLM, City and County of Boulder, etc. much more effectively, use the volunteers and framework of the fire departments and generally magnify our efforts without to reinventing the wheel.

Similarly 'community' is already built in. Since we use the CWPP's as the basis of everything we do, the community has already had an opportunity to comment and influence how and where mitigation happens. Currently, the USFS (United States Forrest Service) cuts and burns where ever they want without any significant community input and/or a private contractor shows up one day and does a 'one off job' for a neighbor without any coordination. We seek to remedy that and have a larger impactful community effect.

Finally, the \$64,000 question is what do we do with all of the BioMass (slash, logs, etc.) created by these fuels reduction projects. Currently it is a dangerous and unsightly waste product. Few people still heat with wood, burning slash is potentially dangerous and carbon intensive, and there is virtually no market and/or infrastructure for small diameter logs, which COULD be turned into fence posts, lumber, etc. Small private contractors are unable to, individually, deal with this issue. A five fire department consortium however, suddenly has both the volume of biomass and political power to start solving this problem.

We can now start applying for utilization grants from the State, and produce raw materials in quantity sufficient to attract infrastructure investment. My pipedream is small scale wood pelletizers at every firehouse, selling wood pellets in their own neighborhoods to homeowners who heat their homes with pellet wood stoves. Stoves that are fueled by pellets made from wood that just months ago was a fire hazard threatening their home. Currently the 4 Mile Mitigation Crew is working on a \$70,000 Defensible Space Project in the Poorman Neighborhood. The crew did an amazing job on Rim Road this past Fall, Gold Hill in the early summer, and other community projects such as Alaska Road, Wild Turkey and Camino Bosque through the summer of 2008.

> Please contact David Lasky with any questions in how 4 Mile Mitigation can impact a community near you. 303.588.3440 and 4milefiremit@gmail.com



A few months ago, one of my son's was studying vocabulary when he asked me "Dad what is altruistic?" I said it means selflessness, doing something for someone else without expecting anything in return. "Like what," he said. "Follow me," I responded.

The day before it had snowed 14 inches and I took him over to our neighbor's house. She lives alone and has a long driveway. My son and I proceeded to hand shovel the entire driveway. When we were close to finishing he asked if we should go and tell our neighbor what we had done. I said "no, it doesn't matter who did it and it's not necessary for anyone to know. I said, "let's go, we're done."

On the way home, I looked across at my 16 year old and asked "how does it feel? He turned toward me and responded, "Dad it really feels great." "Even though no one knows what you did?" "Yeah, maybe even better," he replied.

Being a volunteer fireman is a lot like that, you help out and it usually leaves you feeling inexplicably good.

Colorado has a history of helping neighbors .

When I first moved to Colorado 30 years ago I read a story about a Rancher in Steamboat Springs who had come on hard times and how his neighbors pitched in selflessly until he was back on his feet. When asked 'why' by the local newspaper, each rancher responded the same, "because it's what we do in Colorado".

Well that's the way it used to be in Colorado and I think it still is today. We could sure use your help. If you want to be a firefighter, we'll teach you. If you want to be involved in medical, we will teach you. If you want to help out in any way, we welcome you.

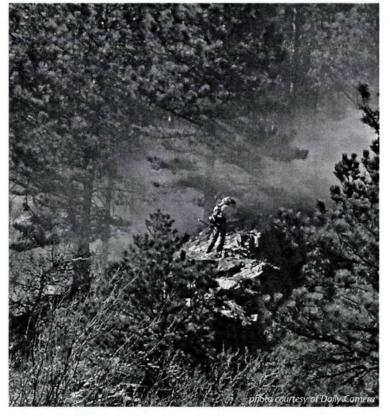
Being a volunteer is about feeling good. Because if not you, then who?

It's what we do in Colorado.

Contact Bret Gibson at 303.444.0882

Denny DiPaula is a husband, father and a local business owner. A Fourmile Firefighter 1 and a Wildland Firefighter.

Being a volunteer fireman is a lot like that, you help out and it usually leaves you feeling inexplicably good.



Denny DiPaula atop rock working the most recent Settler's Park Fire, off Red Rocks loop trail. The fire threatened Knollwood Estates and the surrounding areas.

www.fourmilefire.org

www.fourmilefire.org



Four Mile Fire Department 87 Four Mile Canyon Dr. Boulder, CO 80302 www.fourmilefire.org

Four Mile Fire Department FIRE MINICATION SERVICES

303.588.3440 David Lasky 4Mil<u>eFireMit@gmai</u>l.com

Providing:

X Environmentally sensitive fire mitigation X Forest health and Bark Beetle consultation X Defensible space design & implementation X Thinning, chipping and lot clearing X Firewood

 X Portable sawmill and locally produced rough-cut lumber
 X Native grass seeding and tree planting
 X Over 12 years of experience

Not-for-profit FireMitigation



... heard a loud crashing and saw a ten foot wall of mud, trees and rocks slide down the gulch taking out a corner of their deck.

Perhaps they were lucky after all. They were alive. The flood of 1969 created an awareness that the fledging Four Mile Fire Department had more to offer than fighting fires. We had heard and read stories of flooding in our area. The narrow gauge railroad was just completed to Sunset but unfortunately in July of 1883 there was a major washout followed by a second in August. It was reported that the little stream of Gold Run was out-of-control and water came down the steep gully in large, rolling, murky, thundering waves and rushed through Salina at a terrible rate taking bridges, sticks, timber and debris along with it. When the storm cleared, holes up to three feet deep obstructed the roadway, railroad bridges were washed away and portions of the track were buried under deep mud.¹

In 1890 the scene was repeated but more disastrous in regard to loss of human life. Salina residents, Mary and William King from England had been in the United States for less than a year when a heavy rainstorm fell and Gold Run swelled and overflowed its banks. William rushed to help the Postmistress up the mountain to safety, then returned to assist his wife. As the couple stepped out their door a larger wave of water -- some said 15 feet high, swept them downstream.²

The railroad was rebuilt and began operating but life would be short for the narrow gauge. July of 1919 a flood roared down Four Mile Canyon and Boulder Creeks, washing out tracks and bridges with the majority of damage in Four Mile Canyon. The Swizerland Trail of America had met its demise.³

In 1965 Four Mile residents were devastated and reminded of the danger of a heavy spring runoff when a three year old wandered too close to the creek bank and was lost in the fast moving stream. Our Rockies drain immense areas. Any runoff above normal, cascades down long slopes gathering speed until it spills into a gulch. Each gulch pours its flow into the creeks. The results can be a terrible flood such as we experienced in 1969.

The first week in May an unremitting slow and steady rain began falling adding to the spring runoff. On May 6 and 7 the already saturated ground received nine inches in two days. Culverts and bridges clogged with trees and debris diverted the raging creek to the roadway washing the road down to bedrock in places.

Our neighbor's house, tucked between Four Mile Creek and a gulch cutting down from Emancipation Hill, was threatened. Sand bagging efforts became futile. In two hours time the Dick Hillyer family moved lock, stock and barrel into our garage. We had seven unexpected overnight guests sleeping on our floor that night including Pete, a graduate student living on Wall Street. He had set up a short wave radio communication system in our living room. Power and telephones were out as support poles became 'uprooted' and swung vicariously from their wires. Boulders were clanging and banging as they moved down stream, a sound one never forgets.

When nighttime came it was time to start helping neighbors. The road below Poorman was washed out as well as the road at the junction of Salina and Wall streets so rescue efforts were focused in the Crisman area. A raging torrent was just a foot below the Logan Mill bridge when Dick and other volunteers moved the Four Mile Canyon Department's World War II military surplus fire trucks across the bridge. Logan Mill residents would now use the abandoned wagon road up and over Sugarloaf.

There was no sleep that night for the volunteers as they began knocking on doors alerting neighbors to move their automobiles and other property to higher ground and to keep an eye out for personnal safety. The big powerful 6 x 6 pumper truck was used to drag debris out of the creek and the smaller 1942 half-ton Dodge truck was driven to check on neighbors in precarious places. By morning most bridges along Four Mile Creek had washed out including the two to lower Crisman. Propane tanks had floated downstream and a corner of the Fire Station was gone. But there was good news. Four Mile Creek had crested, thanks to the rain that had now turned to snow during the night.

The next morning the Ken Vollmer family of five in lower Four Mile surveyed the damage. Their new concrete bridge was gone and they were stranded. While taking all of this in they heard a loud crashing and saw a ten foot wall of mud, trees and rocks slide down the gulch taking out a corner of their deck. Perhaps they were lucky after all. They were alive. Five days would pass before a temporary bridge could be built. Kathy said that they had shared food with another stranded neighbor but they were running out. The Red Cross came up and a rope tow was thrown across the creek. A bucket was pulled back and forth bringing milk, bread, eggs and hamburger.

Canyon kids received a week of hiatus from school before the buses could run again. Mail for Wall Street was delivered to our house. Our teenage daughter, Mary Louise and a friend dodged holes and picked their way up Four Mile with mail sacks.

As property lines eroded, legal disputes became an issue. In some locations questions rose as to who was responsible to replace the roads and bridges. The car of one family in lower Crisman would remain in the garage for six months before travel to and from their poperty could be resumed.

In the past four decades the Four Mile Department has come a long way. Instead of one fire house, we now have four. Thirty-two volunteer dedicated men and women, ten of whom are medically trained as well as a reserve of ten serve our community. They are prepared to combat fire and flood emergencies as well as EMT rescue work for which we are grateful.

But still as a family, we need to be prepared. Do we have enough food and water on hand to sustain us for an emergency? How about heating and lighting back up? An escape plan?

Some day a flood will happen again. Are we ready?

 M.M. Anderson (2005). The Mining Camps: Salina and Summerville, Salina, CO: Junction House. p. 24.
 Ibid. p. 35-36
 F. Crossen. (1962). The Switzerland Trail of America. Boulder, CO: Pruett Press, Inc. p. 260.

www.fourmilefire.org



The 4 Mile Mitigation Crew is completely non-profit. Our goal is to engage in large scale projects that benefit the community (and private contractors won't or can't do) like fuel breaks, escape routes and more. We are focused on using the CWPP's (COMMUNITY Wildfire Prevention Plans) of the five partner districts (Four Mile, Sugarloaf, Sunshine, Gold Hill, and Boulder Rural) as the roadmap for the mitigation program, targeting our work to maximize community fire safety and to build a large scale, holistic approach to forest health issues such as Bark Beetles.

The 4 Mile Mitigation Crew is structured to have the most positive effect on mountain communities. One of our strengths is organizing entire communities to pursue individual Defensible Spaces. We can effectively impact fire hazard and even more importantly assist nature to create a healthy ecosystem. Did you know that by working on your property alone you truly only create 30-40% of defensible space? By combining efforts within your neighborhood and clearing 60-70 acres at a time the fire impact is more along the lines of 80-85% defensible. When assisting nature on larger plots of land such as this, it is simultaneously healthier for nature corridors, native birds and undeniably entire ecosystems. By doing so, we greatly magnify the efforts and impact of such work. A community approach is truly the only way to maximize benefit.

Naturally there are going to be unique needs as well, with our experience we can also assist those individual land owners. You may find there is a need to cut down sick trees, create a corridor for your property -- maybe to align with another communities' efforts. If that is your case we can support you in those endeavours as well.

Virtually all of our funding comes in the form of matching grants, free ads or a newsletter article is enormously helpful because we do not have a marketing budget. When we do work for an individual landowner, any "profit" goes straight into a fund to be seed money for the next matching grant to do large scale community projects. One of the great things about large scale projects is that they protect everyone, rich and poor. There are many seniors living on a fixed income, who can't afford to pay a private contractor, but benefit enormously from something like the Arkansas Mtn./ Logan Mill escape route project.

The Mitigation Crew is technically "run" by Four Mile, but because we have Intergovernmental Agreements with the other partner districts,

When we do work for an individual landowner, any "profit" goes straight into a fund to be seed money for the next matching grant to apply to another large scale community project.

WILDFIRE MITIGATION PROJECT – 2008 MARCH 5

All addresses highlighted in red have contributed or pledged

POORMAN ROAD MITIGATION – PERMISSION NEEDED

Woodard, Scott 182 Poorman, Boulder, CO 80302 1. not marked as of 4/3/08 Permission Received (Laurie) 303 444.3717 2. Ş 2391 Sunshine Canyon Road, Boulder, CO 80302 (former Bauer home) see Laurie's email 3/10 Blackwell? NO Permission not marked 4/3 2393 Sunshine Canyon Road, Boulder, CO 80302 3. Havlish, Fiona (empty, for sale) Shossetz ? new owners White, Vicki & Jim 93 Poorman Road, Boulder, CO 80302 Permission Received 4. jmvicki93@earthlink.net 303 447.2165 5. Mattes, Scott & Becci Star 135 Poorman Road, Boulder, CO 80302 Permission Received (Layrie) bastarr@ionsky.com 303 440.6554 Shassetz, Susan & Boennighausen, David 2593 Sunshine just purchased home in March 108 not marked 4/3 no permission

- Hursh, Dale & Patricia
 <u>dale@smartsearchmarketing.com</u>
 303 444.7930
 - Haun, Norman & Yvonne149 Poorman Road, Boulder, CO 80302snhproductions@aol.com303 443.3318

303 444.3202

Permission Received (Laurie)

Permission Received PVFD

8. Coss, Tim & Linda boulderlinda@aol.com

7.

- DiPaula, Denny & Ingrid
 poorgirl@ionsky.com
- 10. Cohen, David & Heather <u>spruceconfections@mac.com</u>
- 11. Perlick, David & Jennifer perlick@sspattorneys.com
- 12. Gottlieb, Jia & Martin, Madhuri admin@muddyoga.com

345 Poorman Road, Boulder, CO 80302 303 442.8058

153 Poorman Road, Boulder, CO 80302

16 Leonard's Road, Boulder, CO 80302 303 413.9394

515 Poorman Road, Boulder, CO 80302 303 554.6286

651 Poorman Road, Boulder, CO 80302 303 444.7388 Spe Laurie's email 3/10

PVFD

PERMISSION RECEIVED

PERMISSION RECEIVED

talk with first! Laune has permission

PVFD

talk with first ! Louise has permission 13. Soll, Larry & Maron, Nancy windfall@rockisland.com

14. Fischer, Reece & Eula

- 15. Fischer, Micheal & Laura hilltop825@earthlink.net
- 16. Fischer, Paul & Brenda

2358 Sunshine Canyon Road, Boulder, CO 80302 303 447.9242

815 Poorman Road, Boulder, CO 80302

825 Poorman Road, Boulder, CO 80302

939 Poorman Road, Boulder, CO 80302

303 415.0981

PERMISSION RECEIVED

Called = OK

PERMISSION RECEIVED

PVFD

PVFD

Celled = Oly

No mit on property

no mit on property

17. Hustvedt, David & Lou Ann davidhustvedt@hotmail.com

Wittemyer, John
 303 444.0170

967 Poorman Road, Boulder, CO 80302303 442.2814

PO Box 4575, Boulder, CO 80306

Bret has permission 19 & 21. Green EF Estate

,

7187 S. Magnolia Circle, Centennial, CO 80112-1120

20. Wittemyer, Jon & Christopher 14 Eagles Drive, Boulder, CO 80302

Bret has permission

DRY GULCH MITIGATION – PERMISSION NEEDED

- 1. August, Jim & Fran
 1074 Poorman Road, Boulder, CO 80302
 marked, no permission

 Jim@JFAugust.us
 303 442.2622
- Thompson, Rocky & 398 Leonard's Road, Boulder, CO 80302
 Magee, Pennie 303 449.4442
 rockythompson@mac.com pmagee@indra.com

3. Matarrese,

· · · · · ·

390 Leonard's Road, Boulder, CO 80302

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PERMISSION RECEIVED

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Laure has permission

- 4. Roberts, Paul & Susan Rosiered@att.net
- 5. Evenson, Vera theevensons@earthlink.net
- 6. Evenson, Vera theevensons@earthlink.net
- 7. Archambeau, Charles & O'Connell, Phyllis
- 8. Orris, Jay & Christy jay.orris@alum.dartmouth.org
- 9. Sampliner, Michael & Albright, Lisa
- 10. Greenberg, Michael & Boel <u>quetal2@msn.com</u>

- 324 Leonard's Road, Boulder, CO 80302303 449.6263
- 268 Leonard's Road, Boulder, CO 80302 303 443.8968
- 15 Commander Spur, Boulder, CO 80302 303 443.8968
- 90 Commander Spur, Boulder, CO 80302 303 449.6049
- 101 Model T Road, Boulder, CO 80302 303 444.4935
- 105 Model T Road, Boulder, CO 80302 <u>dig22@aol.com</u> 303 444.4100 <u>sre Lauries enerl 3/10</u>
- 22 Mo**del T** Road, Boulder, CO 80302 303 44**3.11**21

- PVFD
- PVFD Laurie hes permission
 - PVFD
- PERMISSION RECEIVED
 - **PVFD**
- PVFD Loure has permission

PVFD

PVFD

PERMISSION RECEIVED

>> Permission Received

1

12. Todd, Heidi & Steve heiditodd@aol.com

13. Ingalls, David

14. Finch, Thomas

- 14 Model **T Ro**ad, Boulder, CO 80302 303.258.7939 - daughter Genie Fogelberg
- 99 Model T Road, Boulder, CO 80302 sstodd@aol.com 303 444.2014
- 106 Goat Barn Road, Boulder, CO 80302 (renter Tim Gargiulo)
- 3192 Redstone Road, Boulder, CO 80305

(for sale) PVFD Laire has permission

PVFD

PERMISSION RECEIVED

PVFD

(land only) Statton has permission County SPR marked may be done by 4m crew? PVFD

15. Sampliner Michael

(land only)

see Lauries email

16. Stahl, Mitch & Reid, Harry <u>Margaret.stahl@colorado.edu</u> 3277 Sunshine Canyon Road, Boulder, CO 80302 303 443.8639 PVFD Laure has permission

Underhill, Brian 17.

18.

19.

- 300 Arapahoe Avenue, Boulder, CO 80302 303 443.0226
- (Dry Gulch) Unknown, but supportive Ly acre on his property

PERMISSION RECEIVED

very little cotting on property

Verbal okay Stratton has permission

may add/subtract trees

3369 Sunshine Canyon Road, Boulder, CO 80302 303 443.8784

3367 Sunshine Canyon Road, Boulder, CO 80302 Spe Lauries email Verbal okay

3365 Sunshine Canyon Road, Boulder, CO 80302 see Larris email 3/10

> 3279 Sunshine Canyon Road, Boulder, CO 80302 coo Lauries email 3/10

Witherspoon, Diana & Rick

3039 Sunshine Canyon Road, Boulder, CO 80302

PERMISSION RECEIVED

no cutting/marking

on property yet

Permission

1 Beetle tree!

20. Metzger, Susan & John

Kelly, Ken & Mary

kellykm@earthnet.net

Steinway, Rob 21.

Macy,

22.

NO MITIGATION WORK - BENEFIT FROM COMMUNITY MITIGATION

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C.	Dearholt, Barb & John 303 444.3779	758 Poorman Road, Boulder, CO 80302	PVFD
D.	Orme, Len & Pam orme.pam@gmail.com	684 Poorman Road , Boulder, CO 80302 303 544.6007	PVFD PERMINSION RECEIVED
E.	Karpinski, Joanne	474 Leonard's Road, Boulder, CO 80302 303 938.8195	PVFD
F.	Bolduc, David & He <mark>lena</mark> <u>davidbolduc@qwest.net</u>	195 Leonard's Road , Boulder, CO 80302 303 443.4664	PVFD
G.	Stoner, Tom & Larsen, Laurie LSLarsen@aol.com stoner@econergy.com	121 Leonard's Roa d PO Box 17040 Boulder , CO 80308 303 938.9112	PVFD
H.	Gupta, Vijay & Indira guptav@cires.colorado.edu	100 Old Sunshine Trail, Boulder, CO 80302 303 440.5895	PVFD

۱.	Hadler, David and Bette	104 Model T Road, Boulder, CO 80302	PVFD
	hadler@colorado.edu hadler555	<u>@earthlink.net</u> 303 442.0639	
J.	Hartenstei n, H ugo 303 449.3 492	102 Goat barn Lane - PO Box 1 9082 , Boulder, CO 80308	PVFD
К.	Dowling, Karen	108 Goatbarn Lane, Boulder, CO 80302	PVFD
K.	303 449.4 485		
L.	Woodard, Tom & Anne	22 Old Sunshine Trail, Boulder, CO 80302	PVFD
	Thom22Wood@aol.com	303 440.6513	
М.	Hoffman, Davi d	2889 Sunshine Canyon Road, Boulder, CO 80302	
N.	Harvey, Joan	2891 Sunshine Canyon Road, Boulder, CO 80302	

- O. Pitkethly, Maggie & Bob 2977 Sunshine Canyon Road, Boulder, CO 80302 Pitkethlym@aol.com
- P. Diana Witherspoon already on the Dry Gulch Mitigation list has contributed and given a permission form
- Q. ?
- R. ?
- S. ?
- Stevens, Clark & Jac
 2600 Sunshine Canyon Road, Boulder, CO 80302
 PVFD

 crs@directec-usa.com
 303 541.0003
 PVFD
- U. Wieder, Dirgan & Sunshine Canyon Road, Boulder, CO 80302
- V. Eaton,

Sunshine Canyon Road, Boulder, CO 80302

	BOULDER DISTRICT 5625 Ute Highway Longmont, CO 80503 (303) 823-5774 - (303) 823-5768/Fax
DATE:	Y-3-08NUMBER OF PAGES 15(including this page)
:01	David Lasky
TAV BI	MDED. 3-546-0249
FAX NI	JMBER: 3-546-0249
FAX NI	JMBER: 3-546-0249
FAX NU FROM:	JMBER: 3-546-0249 Bob Bundy
FROM:	Bob Bundy
ROM:	Bob Bundy
ROM:	
FROM:	Bob Bundy CT: Pourmon Permissions
TROM: SUBJEC	Bob Bundy CT: Pourmon Permissions ENTS: Sorry, this is a bit messy.
FROM:	Bob Bundy CT: Pourmon Permissions ENTS: Sorry, this is a bit messy. have almost all permissions. I cicled the
SUBJEC	Bob Bundy CT: Pourman Permissions ENTS: Sorry, this is a bit messy. have almost all permissions. I cicled the that is ready, for cutting next
TROM: SUBJEC COMM	Bob Bundy CT: Pourman Permissions ENTS: Sorry, this is a bit messy. have almost all permissions. I cicled the that is ready for cutting next
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SUBJEC SUBJEC COMM We area week. have	Bob Bundy CT: Pourman Permissions ENTS: Sorry, this is a bit messy. have almost all permissions. I cicled the that is ready, for cutting next It crosses the Green property, which we not been able to contact. It is a small 5 a

Bob Bundy

From:Stratton Steve [steve@stevestratton.tv]Sent:Thursday, March 13, 2008 12:30 PM

To: Laurie Larsen

Cc: David Lasky; Bob Bundy; Bret Gibson; Robert O'Donnell; Philips, Eric; Ingrid DiPaula; Vera Evenson; Micheal & Laura Fischer; Susan Roberts; Heidi Todd; Jay Orris; Rocky Thompson

Subject: Re: schedule for Poorman mitigation project

Poorman Mit Group,

Thanks for copying me on your emails. Things are moving ahead. It's great.

I have signed permission forms from John and Suzanne Metzger as well as Tom Finch. I will work on getting forms from Brian Underhill and Rob Steinway. Are there any others still not in from the Sunshine District?

Laurie, should I get these forms to you or give them directly to Bob Bundy?

Steve

Steve Stratton Fire Chief Sunshine Fire Protection District 311 Co. Rd. 83 Boulder, CO 80302 303-786-8255

On Mar 11, 2008, at 10:46 AM, Laurie Larsen wrote:

Great News -

We are ready to go with the signed permission forms from all residents except -

- ✓ Metzger Dry Gulch
- ✓ Steinway Dry Gulch

It is my understanding that the permission forms for -

✓ August - Dry Gulch

- ✓ Finch Dry Gulch
- Underhill Dry Gulch

Green EF Estate - Poorman

are being gathered by the fire departments or the county.

We have also gathered \$26,000 in donations and pledges.

So let's put together the schedule that will work for getting this project underway. I suggest that we give the neighbors a little more time than the current emails suggest. I think a 2 week period between flagging the perimeter, marking trees and cutting is what everyone is expecting from the timeline we have spoken about at the presentations.

3/24/2008

Bob Bundy

From:	Laurie Larsen [Islarsen@aol.com]
Sent:	Monday, March 10, 2008 9:06 PM
То:	rbundy@lamar.colostate.edu; Ingrid DiPaula; Vera Evenson; Micheal & Laura Fischer; Laurie Larsen; Jay Orris; Susan Roberts; Rocky Thompson; Heidi Todd
Subject	t: Poorman mitigation forms

Dear Bob, We have been putting on the pressure this weekend and we have 10 more signed permission forms. That leaves 6 more that we need. The total money raised to date is \$24,000 in donations and pledges. The pledges are due on June 1, 2008.

I think we will either have these 6 other permission forms singed by Friday or we will have to say those are the ones we couldn't reach. We will update you on Thursday morning.

I think you should go ahead with the flagging of the perimeter on Friday March 14th. let me know and I will get an email out to the neighbors.

Thanks,

Laurie Larsen

WE HAVE RECEIVED SIGNED FORMS:

POORMAN ROAD:

- 1. Woodard, Scott POORMAN
- 5. Mattes, Scott & Star, Becci POORMAN
- 6. Hursh, Dale & Patricia POORMAN
 - 11. Perlick, David and Jennifer POORMAN
 - 12. Gottlieb, Jia and Madhuri POORMAN

DRY GULCH:

- 3. Mataresse Bruce Sands DRY GULCH
- 7. Archambeau DRY GULCH

3/24/2008

10. Greenberg, Michael and Boel - DRY GULCH

11. Klagstad - DRY GULCH

16. Stahl, Mitch - DRY GULCH

FORMS NEEDED:

Coss - Rocky

Blackwell - Vera

Havlish - Vera (THE HOUSE IS FOR SALE. does anyone have an idea about this? maybe the fire department should contact current owner or maybe they will have to take trees from below lot, I'll ask Bob Bundy0

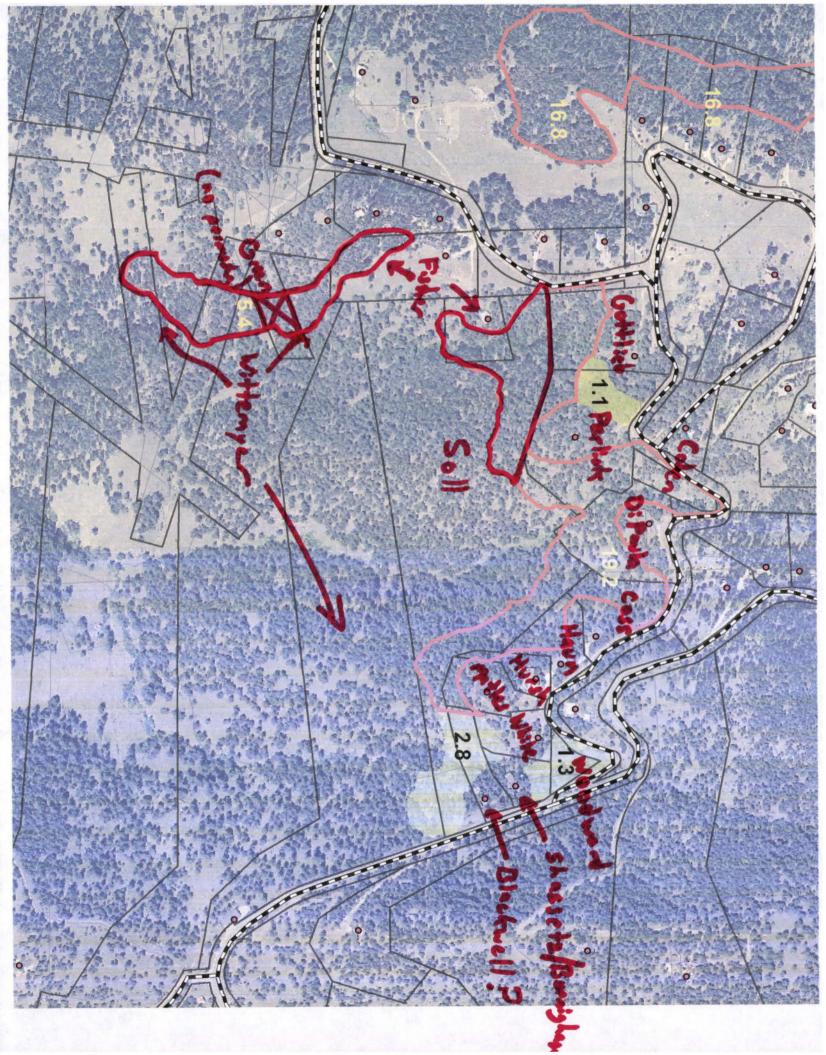
Macy - Ingrid

Steinway - Ingrid

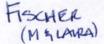
Sampliner (2 lots) - Heidi

Metzger - Jay

-



Poorman Road



I

LICENSE TO ENTER UPON LAND AND RELEASE OF LIABILITY

THIS LICENSE TO ENTER UPON LAND AND RELEASE OF LIABILITY is an agreement made and entered into this <u>3</u> day of <u>Monch</u>, 2008 by and between <u>Michael Hanna Fisch</u> (Licensor) and Four Mile Fire Protection District, Sunshine Fire Protection District, Gold Hill Fire Protection District, Boulder Mountain Fire Protection District, Boulder Rural Fire Protection District, City of Boulder Fire Department, Boulder Parks and Open Space, acting by and through Mountain Mitigation 5 Intergovernmental Agreement (hereinafter referred to as "MM5").

WHEREAS, MM5 has requested access to and the right to enter upon the land described herein below (the "Property"), for the purposes described below that are related to the MM5's mission; and

WHEREAS, Licensor is the owner of the Property, or of the current right to occupancy thereof, and has the right to grant a license to enter upon the Property for the purposes described herein, and desires to grant such right to MM5 upon the terms and conditions set forth in this Agreement;

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

A. <u>License Grant</u>. The Licensor grants to MM5, its employees and authorized volunteers, contractors and subcontractors, acting within the scope of their employment or contract (collectively, the "Licensees"), a non-exclusive, paid-up license to enter upon the Property during the term hereof, without prior notice, for the purposes described below. Licensor may revoke such license at any time by written notice to MM5 in accordance with the Notice provisions herein. Said license is subject to the following terms and conditions:

- 1. <u>Description of Property</u>. This License concerns the following Property: [enter street address and/or legal description of property to be accessed; attach map if possible]: <u>825</u> Postman Rd
- 2. <u>License Period</u>. This License shall be in effect from 3/1/06 to 12/31/06, inclusive (the "License Period"). If any dates or times are excluded from the License Period, they are specified here: [N/A].
- 3. The parties may by mutual written agreement extend the term of this License as necessary to permit the purposes and activities for which it is granted to be completed. No work shall be commenced until this License has been fully signed.
- 4. <u>Purpose</u>. This agreement applies to MM5 for the purpose of conducting the following activities (*check all that apply*)
 - to cut timber as a fire mitigation measure and to remove the downed timber from the Property;
 - to perform the following other activities: Mark trees with paint or ribbon,
- 4. <u>Commencement of Work</u>. Work by MM5 and/or its contractors is expected to commence on or about the Effective Date, but is subject to change due to contractor scheduling, weather conditions, and other factors. MM5 will endeavor to provide notice to Licensor when work has commenced.

5. No License Fee. This license is granted at no cost to MM5. MM5 is responsible for all costs

associated with the performance of the activities authorized herein.

B. <u>Release of Liability</u>. MM5 hereby releases the Licensor from all liability or responsibility for injury that the Licensees, or any of them, may suffer as a result of or in connection with his/her entering upon the Property (except for injuries caused by the negligent or intentional acts of the Licensor).

C. <u>Liability of Licensee</u>. The Parties understand and agree that the liability of the above named Fire Protection Districts, the Boards of the Fire Protection Districts, and MM5 is at all times herein governed and controlled by the Colorado Governmental Immunity Act, C.R.S. sections 24-10-101, et seq. (as now or hereafter amended), and that contractors to MM5 that are not themselves governmental entities may not be protected under said Act. Contractors shall be required to provide reasonable proof of general liability insurance, prior to undertaking work for MM5 on the Property.

D. Additional Terms and Conditions.

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

MM5:	LICENSOR:
	Michael Fischer Lanra Fisch
	Lanta risten

- Non-Assignment. Except as specifically permitted under section A herein above, MM5 shall not transfer, assign, or otherwise convey the rights granted in this agreement to any other person or party without the express prior written consent of the Licensor(s). Any such conveyance in violation of this paragraph shall be null and void.
- 3. Legal Authority. The Licensor warrants he/she/it possesses the legal authority to enter into this License and has taken all actions required by its procedures, bylaws, and/or applicable law to exercise that authority, and to lawfully authorize its undersigned signatory to execute this License and to bind the Licensor to its terms. The person(s) executing this License on behalf of the Licensor warrant(s) that such person(s) have full authorization to execute this License.
- 4. Non-Assignment. Licensor shall not assign or sublicense any of its obligations under this License without the advance written consent of MM5. Any unauthorized assignment shall be void. MM5 shall have the right, but not the obligation to terminate this License, without waiver of any other right or remedy, upon notice of Licensor=s assignment or sublicense in violation of this section.

- 5. Binding effect. This License is binding upon the heirs, personal representatives, successors, and permitted assigns of both parties.
- Entire Agreement. This License including the exhibits incorporated herein by reference constitutes the entire agreement between the parties, and supersedes any previous contracts, understandings, or agreements of the parties, whether verbal or written, concerning the subject matter of this License.
- Amendment. No modification or amendment to this License shall be valid unless it is made in a writing signed by the authorized representatives of the parties.
- Waiver. The waiver by either party of a breach or violation of any provision of this License shall not operate as or be construed to be a waiver of any subsequent breach of the same or other provision hereof.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

LICENSOR: Michael Duch By: Lama Tirche

Print Name & Title: Michal Fischi Laure Fischer

Date: 3-3-08

Date:

MM5

Print Name & Title:

Ву: _____

FISCHER (REECE)

LICENSE TO ENTER UPON LAND AND RELEASE OF LIABILITY

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THIS LICENSE TO ENTER UPON LAND AND RELEASE OF LIABILITY is an agreement made and entered into this 29 day of <u>Feld</u>, 2008 by and between <u>Recce</u> <u>Fischer</u> (Licensor) and Four Mile Fire Protection District, Sunshine Fire Protection District, Gold Hill Fire Protection District, Boulder Mountain Fire Protection District, Boulder Rural Fire Protection District, City of Boulder Fire Department, Boulder Parks and Open Space, acting by and through Mountain Mitigation 5 Intergovernmental Agreement (hereinafter referred to as "MM5").

WHEREAS, MM5 has requested access to and the right to enter upon the land described herein below (the "Property"), for the purposes described below that are related to the MM5's mission; and

WHEREAS, Licensor is the owner of the Property, or of the current right to occupancy thereof, and has the right to grant a license to enter upon the Property for the purposes described herein, and desires to grant such right to MM5 upon the terms and conditions set forth in this Agreement;

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

A. <u>License Grant</u>. The Licensor grants to MM5, its employees and authorized volunteers, contractors and subcontractors, acting within the scope of their employment or contract (collectively, the "Licensees"), a non-exclusive, paid-up license to enter upon the Property during the term hereof, without prior notice, for the purposes described below. Licensor may revoke such license at any time by written notice to MM5 in accordance with the Notice provisions herein. Said license is subject to the following terms and conditions:

- 1. <u>Description of Property</u>. This License concerns the following Property: [enter street address and/or legal description of property to be accessed; attach map if possible]: <u>8/5</u> Poorman Rd
- License Period. This License shall be in effect from <u>3/1/08</u> to <u>9/30/08</u>, inclusive (the "License Period"). If any dates or times are excluded from the License Period, they are specified here: [N/A].
- 3. The parties may by mutual written agreement extend the term of this License as necessary to permit the purposes and activities for which it is granted to be completed. No work shall be commenced until this License has been fully signed.
- 4. <u>Purpose</u>. This agreement applies to MM5 for the purpose of conducting the following activities (*check all that apply*)
 - to cut timber as a fire mitigation measure and to remove the downed timber from the Property;
 - to perform the following other activities: Mark trees with paint or ribbon,
- 4. <u>Commencement of Work</u>. Work by MM5 and/or its contractors is expected to commence on or about the Effective Date, but is subject to change due to contractor scheduling, weather conditions, and other factors. MM5 will endeavor to provide notice to Licensor when work has commenced.
- 5. <u>No License Fee</u>. This license is granted at no cost to MM5. MM5 is responsible for all costs

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associated with the performance of the activities authorized herein.

B. <u>Release of Liability</u>. MM5 hereby releases the Licensor from all liability or responsibility for injury that the Licensees, or any of them, may suffer as a result of or in connection with his/her entering upon the Property (except for injuries caused by the negligent or intentional acts of the Licensor).

C. <u>Liability of Licensee</u>. The Parties understand and agree that the liability of the above named Fire Protection Districts, the Boards of the Fire Protection Districts, and MM5 is at all times herein governed and controlled by the Colorado Governmental Immunity Act, C.R.S. sections 24-10-101, et seq. (as now or hereafter amended), and that contractors to MM5 that are not themselves governmental entities may not be protected under said Act. Contractors shall be required to provide reasonable proof of general liability insurance, prior to undertaking work for MM5 on the Property.

D. Additional Terms and Conditions.

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

LICENSOR: Reece Fischer

- Non-Assignment. Except as specifically permitted under section A herein above, MM5 shall not transfer, assign, or otherwise convey the rights granted in this agreement to any other person or party without the express prior written consent of the Licensor(s). Any such conveyance in violation of this paragraph shall be null and void.
- 3. Legal Authority. The Licensor warrants he/she/it possesses the legal authority to enter into this License and has taken all actions required by its procedures, bylaws, and/or applicable law to exercise that authority, and to lawfully authorize its undersigned signatory to execute this License and to bind the Licensor to its terms. The person(s) executing this License on behalf of the Licensor warrant(s) that such person(s) have full authorization to execute this License.
- 4. Non-Assignment. Licensor shall not assign or sublicense any of its obligations under this License without the advance written consent of MM5. Any unauthorized assignment shall be void. MM5 shall have the right, but not the obligation to terminate this License, without waiver of any other right or remedy, upon notice of Licensor=s assignment or sublicense in violation of this section.

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- 5. Binding effect. This License is binding upon the heirs, personal representatives, successors, and permitted assigns of both parties.
- 6. Entire Agreement. This License including the exhibits incorporated herein by reference constitutes the entire agreement between the parties, and supersedes any previous contracts, understandings, or agreements of the parties, whether verbal or written, concerning the subject matter of this License.
- 7. Amendment. No modification or amendment to this License shall be valid unless it is made in a writing signed by the authorized representatives of the parties.
- 8. Waiver. The waiver by either party of a breach or violation of any provision of this License shall not operate as or be construed to be a waiver of any subsequent breach of the same or other provision hereof.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

LICENSOR:

By: Reece Fischer

Print Name & Title: <u>Reece Fischer</u> Date: <u>2/29/08</u>

Print Name & Title:

Date:

MM5

By:

SOLL/MARON

LICENSE TO ENTER UPON LAND AND RELEASE OF LIABILITY

THIS LICENSE TO ENTER UPON LAND AND RELEASE OF LIABILITY is an agreement made and entered into this <u>19</u> day of <u>Feb</u>, 2008 by and between <u>Lowy Soll Workey Misconsol</u> and Four Mile Fire Protection District, Sunshine Fire Protection District, Gold Hill Fire Protection District, Boulder Mountain Fire Protection District, Boulder Rural Fire Protection District, City of Boulder Fire Department, Boulder Parks and Open Space, acting by and through Mountain Mitigation 5 Intergovernmental Agreement (hereinafter referred to as "MM5").

WHEREAS, MM5 has requested access to and the right to enter upon the land described herein below (the "Property"), for the purposes described below that are related to the MM5's mission; and

WHEREAS, Licensor is the owner of the Property, or of the current right to occupancy thereof, and has the right to grant a license to enter upon the Property for the purposes described herein, and desires to grant such right to MM5 upon the terms and conditions set forth in this Agreement;

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

A. <u>License Grant</u>. The Licensor grants to MM5, its employees and authorized volunteers, contractors and subcontractors, acting within the scope of their employment or contract (collectively, the "Licensees"), a non-exclusive, paid-up license to enter upon the Property during the term hereof, without prior notice, for the purposes described below. Licensor may revoke such license at any time by written notice to MM5 in accordance with the Notice provisions herein. Said license is subject to the following terms and conditions:

- 1. <u>Description of Property</u>. This License concerns the following Property: [enter street address and/or legal description of property to be accessed; attach map if possible]: 23.58 SUNSHIVE CRIVEN Drive, BOVERN CO 8030
- 2. <u>License Period</u>. This License shall be in effect from <u>April 2008</u> to <u>April 2010</u>, inclusive (the "License Period"). If any dates or times are excluded from the License Period, they are specified here: [N/A].
- 3. The parties may by mutual written agreement extend the term of this License as necessary to permit the purposes and activities for which it is granted to be completed. No work shall be commenced until this License has been fully signed.
- 4. <u>Purpose</u>. This agreement applies to MM5 for the purpose of conducting the following activities (*check all that apply*)
 - to cut timber as a fire mitigation measure and to remove the downed timber from the Property;
 - to perform the following other activities: Mark trees with paint or ribbon,
- 4. <u>Commencement of Work</u>. Work by MM5 and/or its contractors is expected to commence on or about the Effective Date, but is subject to change due to contractor scheduling, weather conditions, and other factors. MM5 will endeavor to provide notice to Licensor when work has commenced.
- 5. No License Fee. This license is granted at no cost to MM5. MM5 is responsible for all costs

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associated with the performance of the activities authorized herein.

B. <u>Release of Liability</u>. MM5 hereby releases the Licensor from all liability or responsibility for injury that the Licensees, or any of them, may suffer as a result of or in connection with his/her entering upon the Property (except for injuries caused by the negligent or intentional acts of the Licensor).

C. <u>Liability of Licensee</u>. The Parties understand and agree that the liability of the above named Fire Protection Districts, the Boards of the Fire Protection Districts, and MM5 is at all times herein governed and controlled by the Colorado Governmental Immunity Act, C.R.S. sections 24-10-101, et seq. (as now or hereafter amended), and that contractors to MM5 that are not themselves governmental entities may not be protected under said Act. Contractors shall be required to provide reasonable proof of general liability insurance, prior to undertaking work for MM5 on the Property.

D. Additional Terms and Conditions.

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

MM5:	LICENSOR:
	an 13011
	Baulder, CO BO302

- 2. Non-Assignment. Except as specifically permitted under section A herein above, MM5 shall not transfer, assign, or otherwise convey the rights granted in this agreement to any other person or party without the express prior written consent of the Licensor(s). Any such conveyance in violation of this paragraph shall be null and void.
- 3. Legal Authority. The Licensor warrants he/she/it possesses the legal authority to enter into this License and has taken all actions required by its procedures, bylaws, and/or applicable law to exercise that authority, and to lawfully authorize its undersigned signatory to execute this License and to bind the Licensor to its terms. The person(s) executing this License on behalf of the Licensor warrant(s) that such person(s) have full authorization to execute this License.
- 4. Non-Assignment. Licensor shall not assign or sublicense any of its obligations under this License without the advance written consent of MM5. Any unauthorized assignment shall be void. MM5 shall have the right, but not the obligation to terminate this License, without waiver of any other right or remedy, upon notice of Licensor=s assignment or sublicense in violation of this section.

- 5. **Binding effect.** This License is binding upon the heirs, personal representatives, successors, and permitted assigns of both parties.
- 6. Entire Agreement. This License including the exhibits incorporated herein by reference constitutes the entire agreement between the parties, and supersedes any previous contracts, understandings, or agreements of the parties, whether verbal or written, concerning the subject matter of this License.
- 7. Amendment. No modification or amendment to this License shall be valid unless it is made in a writing signed by the authorized representatives of the parties.
- 8. Waiver. The waiver by either party of a breach or violation of any provision of this License shall not operate as or be construed to be a waiver of any subsequent breach of the same or other provision hereof.

LICENSOR By: C

Print Name & Title: Lawry/ So]/ duner

19, 2008 Date: Fe brump

Print Name & Title:

Date:

MM5

By:

1

LICENSE TO ENTER UPON LAND AND RELEASE OF LIABILITY

THIS LICENSE TO ENTER UPON LAND AND RELEASE OF LIABILITY is an agreement made and entered into this ______day of ______, 2008 by and between ________ (Licensor) and Four Mile Fire Protection District, Sunshine Fire Protection District, Gold Hill Fire Protection District, Boulder Mountain Fire Protection District, Boulder Rural Fire Protection District, City of Boulder Fire Department, Boulder Parks and Open Space, acting by and through Mountain Mitigation 5 Intergovernmental Agreement (hereinafter referred to as "MM5").

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WHEREAS, Licensor is the owner of the Property, or of the current right to occupancy thereof, and has the right to grant a license to enter upon the Property for the purposes described herein, and desires to grant such right to MM5 upon the terms and conditions set forth in this Agreement;

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

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1. <u>Description of Property</u>. This License concerns the following Property: [enter street address and/or legal description of property to be accessed; attach map if possible]:

6 Lands

- 2. <u>License Period</u>. This License shall be in effect from $\frac{3/4/00}{100}$ to $\frac{3/4/39}{100}$, inclusive (the "License Period"). If any dates or times are excluded from the License Period, they are specified here: [N/A].
- 3. The parties may by mutual written agreement extend the term of this License as necessary to permit the purposes and activities for which it is granted to be completed. No work shall be commenced until this License has been fully signed.
- 4. <u>Purpose</u>. This agreement applies to MM5 for the purpose of conducting the following activities (*check all that apply*)
 - to cut timber as a fire mitigation measure and to remove the downed timber from the Property;

to perform the following other activities: Mark trees with paint or ribbon,

- 4. <u>Commencement of Work</u>. Work by MM5 and/or its contractors is expected to commence on or about the Effective Date, but is subject to change due to contractor scheduling, weather conditions, and other factors. MM5 will endeavor to provide notice to Licensor when work has commenced.
- 5. <u>No License Fee</u>. This license is granted at no cost to MM5. MM5 is responsible for all costs

associated with the performance of the activities authorized herein.

B. <u>Release of Liability</u>. MM5 hereby releases the Licensor from all liability or responsibility for injury that the Licensees, or any of them, may suffer as a result of or in connection with his/her entering upon the Property (except for injuries caused by the negligent or intentional acts of the Licensor).

C. <u>Liability of Licensee</u>. The Parties understand and agree that the liability of the above named Fire Protection Districts, the Boards of the Fire Protection Districts, and MM5 is at all times herein governed and controlled by the Colorado Governmental Immunity Act, C.R.S. sections 24-10-101, et seq. (as now or hereafter amended), and that contractors to MM5 that are not themselves governmental entities may not be protected under said Act. Contractors shall be required to provide reasonable proof of general liability insurance, prior to undertaking work for MM5 on the Property.

D. Additional Terms and Conditions.

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

LICENSOR:
- Doubl + Heather Color
- 16 Cesnards Red

- 2. Non-Assignment. Except as specifically permitted under section A herein above, MM5 shall not transfer, assign, or otherwise convey the rights granted in this agreement to any other person or party without the express prior written consent of the Licensor(s). Any such conveyance in violation of this paragraph shall be null and void.
- 3. Legal Authority. The Licensor warrants he/she/it possesses the legal authority to enter into this License and has taken all actions required by its procedures, bylaws, and/or applicable law to exercise that authority, and to lawfully authorize its undersigned signatory to execute this License and to bind the Licensor to its terms. The person(s) executing this License on behalf of the Licensor warrant(s) that such person(s) have full authorization to execute this License.
- 4. Non-Assignment. Licensor shall not assign or sublicense any of its obligations under this License without the advance written consent of MM5. Any unauthorized assignment shall be void. MM5 shall have the right, but not the obligation to terminate this License, without waiver of any other right or remedy, upon notice of Licensor=s assignment or sublicense in violation of this section.

- 5. **Binding effect.** This License is binding upon the heirs, personal representatives, successors, and permitted assigns of both parties.
- 6. Entire Agreement. This License including the exhibits incorporated herein by reference constitutes the entire agreement between the parties, and supersedes any previous contracts, understandings, or agreements of the parties, whether verbal or written, concerning the subject matter of this License.
- 7. Amendment. No modification or amendment to this License shall be valid unless it is made in a writing signed by the authorized representatives of the parties.
- 8. Waiver. The waiver by either party of a breach or violation of any provision of this License shall not operate as or be construed to be a waiver of any subsequent breach of the same or other provision hereof.

Print Name & Title: BIFEN, OUNER	LICENSO		46	XX	
alulor	By:	TA Cou	en	MIL	/
2/4/08	Print Nam	e & Title:	IFEN	, ou NER	_
Date:	Date:	3/4/1	1 0e		-

MM5

By: ____

Print Name & Title:

Date: ___

THIS LICENSE TO ENTER UPON LAND AND RELEASE OF LIABILITY is an agreement made and entered into this 1 day of <u>APRM</u>, 2008 by and between <u>DENNES C. DIPULA</u> (Licensor) and Four Mile Fire Protection District, Sunshine Fire Protection District, Gold Hill Fire Protection District, Boulder Mountain Fire Protection District, Boulder Rural Fire Protection District, City of Boulder Fire Department, Boulder Parks and Open Space, acting by and through Mountain Mitigation 5 Intergovernmental Agreement (hereinafter referred to as "MM5").

WHEREAS, MM5 has requested access to and the right to enter upon the land described herein below (the "Property"), for the purposes described below that are related to the MM5's mission; and

WHEREAS, Licensor is the owner of the Property, or of the current right to occupancy thereof, and has the right to grant a license to enter upon the Property for the purposes described herein, and desires to grant such right to MM5 upon the terms and conditions set forth in this Agreement;

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

A. <u>License Grant</u>. The Licensor grants to MM5, its employees and authorized volunteers, contractors and subcontractors, acting within the scope of their employment or contract (collectively, the "Licensees"), a non-exclusive, paid-up license to enter upon the Property during the term hereof, without prior notice, for the purposes described below. Licensor may revoke such license at any time by written notice to MM5 in accordance with the Notice provisions herein. Said license is subject to the following terms and conditions:

- 1. <u>Description of Property</u>. This License concerns the following Property: [enter street address and/or legal description of property to be accessed; attach map if possible]: <u>345 Poorman</u> PD. BOULDER. CO. B0302
- 2. <u>License Period</u>. This License shall be in effect from <u>ARAL 2006</u> to <u>ARAL 2010</u>, inclusive (the "License Period"). If any dates or times are excluded from the License Period, they are specified here: [N/A].
- 3. The parties may by mutual written agreement extend the term of this License as necessary to permit the purposes and activities for which it is granted to be completed. No work shall be commenced until this License has been fully signed.
- 4. <u>Purpose</u>. This agreement applies to MM5 for the purpose of conducting the following activities (*check all that apply*)
 - to cut timber as a fire mitigation measure and to remove the downed timber from the Property;
 - to conduct a timber sale on the property, collect and retain all proceeds, and remove any unsold materials;
 - to perform the following other activities: Mark trees with paint or ribbon,
- 4. <u>Commencement of Work</u>. Work by MM5 and/or its contractors is expected to commence on or about the Effective Date, but is subject to change due to contractor scheduling, weather conditions, and other factors. MM5 will endeavor to provide notice to Licensor when work has commenced.

- 5. **Binding effect.** This License is binding upon the heirs, personal representatives, successors, and permitted assigns of both parties.
- 6. Entire Agreement. This License including the exhibits incorporated herein by reference constitutes the entire agreement between the parties, and supersedes any previous contracts, understandings, or agreements of the parties, whether verbal or written, concerning the subject matter of this License.
- 7. Amendment. No modification or amendment to this License shall be valid unless it is made in a writing signed by the authorized representatives of the parties.
- 8. Waiver. The waiver by either party of a breach or violation of any provision of this License shall not operate as or be construed to be a waiver of any subsequent breach of the same or other provision hereof.

LICENSOR:	MM5	
By: A Christ M D. Bub .	By:	
Print Name & Title: INGRID H. DIPAUA	Print Name & Title:	-

Date: 2/29/08

Date:

Mountain Mitigation Contacts

Robert O'Donnell Boulder Rural Fire Department 303-530-9575

Steve Stratton Sunshine Fire Department 303-786-8255

Bret Gibson Four Mile Fire Department 303-444-0882

Bob Bundy Colorado State Forest Service 303-823-5774

Mountain Mitigation Contacts

Robert O'Donnell Boulder Rural Fire Department 303-530-9575

Steve Stratton Sunshine Fire Department 303-786-8255

Bret Gibson Four Mile Fire Department 303-444-0882

Bob Bundy Colorado State Forest Service 303-823-5774

THIS LICENSE TO ENTER UPON LAND AND RELEASE OF LIABILITY is an agreement made and entered into this 5th day of March, 2008 by and between Norman Haun (Licensor) and Four Mile Fire Protection District, Sunshine Fire Protection District, Gold Hill Fire Protection District, Boulder Mountain Fire Protection District, Boulder Rural Fire Protection District, City of Boulder Fire Department, Boulder Parks and Open Space, acting by and through Mountain Mitigation 5 Intergovernmental Agreement (hereinafter referred to as "MM5").

WHEREAS, MM5 has requested access to and the right to enter upon the land described herein below (the "Property"), for the purposes described below that are related to the MM5's mission; and

WHEREAS, Licensor is the owner of the Property, or of the current right to occupancy thereof, and has the right to grant a license to enter upon the Property for the purposes described herein, and desires to grant such right to MM5 upon the terms and conditions set forth in this Agreement;

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

A. <u>License Grant</u>. The Licensor grants to MM5, its employees and authorized volunteers, contractors and subcontractors, acting within the scope of their employment or contract (collectively, the "Licensees"), a non-exclusive, paid-up license to enter upon the Property during the term hereof, without prior notice, for the purposes described below. Licensor may revoke such license at any time by written notice to MM5 in accordance with the Notice provisions herein. Said license is subject to the following terms and conditions:

- 1. <u>Description of Property</u>. This License concerns the following Property: [enter street address and/or legal description of property to be accessed; attach map if possible]:
- 2. <u>License Period</u>. This License shall be in effect from March 5 '68 to March 2 pp, inclusive (the "License Period"). If any dates or times are excluded from the License Period, they are specified here: [N/A].
- 3. The parties may by mutual written agreement extend the term of this License as necessary to permit the purposes and activities for which it is granted to be completed. No work shall be commenced until this License has been fully signed.
- 4. <u>Purpose</u>. This agreement applies to MM5 for the purpose of conducting the following activities (*check all that apply*)
 - to cut timber as a fire mitigation measure and to remove the downed timber from the Property;
 - to perform the following other activities: Mark trees with paint or ribbon,
- 4. <u>Commencement of Work</u>. Work by MM5 and/or its contractors is expected to commence on or about the Effective Date, but is subject to change due to contractor scheduling, weather conditions, and other factors. MM5 will endeavor to provide notice to Licensor when work has commenced.

5. No License Fee. This license is granted at no cost to MM5. MM5 is responsible for all costs

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associated with the performance of the activities authorized herein.

B. <u>Release of Liability</u>. MM5 hereby releases the Licensor from all liability or responsibility for injury that the Licensees, or any of them, may suffer as a result of or in connection with his/her entering upon the Property (except for injuries caused by the negligent or intentional acts of the Licensor).

C. <u>Liability of Licensee</u>. The Parties understand and agree that the liability of the above named Fire Protection Districts, the Boards of the Fire Protection Districts, and MM5 is at all times herein governed and controlled by the Colorado Governmental Immunity Act, C.R.S. sections 24-10-101, et seq. (as now or hereafter amended), and that contractors to MM5 that are not themselves governmental entities may not be protected under said Act. Contractors shall be required to provide reasonable proof of general liability insurance, prior to undertaking work for MM5 on the Property.

D. Additional Terms and Conditions.

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

MM5:	LICENSOR: /
	LICENSOR: Norman Haun
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- 2. Non-Assignment. Except as specifically permitted under section A herein above, MM5 shall not transfer, assign, or otherwise convey the rights granted in this agreement to any other person or party without the express prior written consent of the Licensor(s). Any such conveyance in violation of this paragraph shall be null and void.
- 3. Legal Authority. The Licensor warrants he/she/it possesses the legal authority to enter into this License and has taken all actions required by its procedures, bylaws, and/or applicable law to exercise that authority, and to lawfully authorize its undersigned signatory to execute this License and to bind the Licensor to its terms. The person(s) executing this License on behalf of the Licensor warrant(s) that such person(s) have full authorization to execute this License.
- 4. Non-Assignment. Licensor shall not assign or sublicense any of its obligations under this License without the advance written consent of MM5. Any unauthorized assignment shall be void. MM5 shall have the right, but not the obligation to terminate this License, without waiver of any other right or remedy, upon notice of Licensor=s assignment or sublicense in violation of this section.

- 5. **Binding effect.** This License is binding upon the heirs, personal representatives, successors, and permitted assigns of both parties.
- 6. Entire Agreement. This License including the exhibits incorporated herein by reference constitutes the entire agreement between the parties, and supersedes any previous contracts, understandings, or agreements of the parties, whether verbal or written, concerning the subject matter of this License.
- 7. Amendment. No modification or amendment to this License shall be valid unless it is made in a writing signed by the authorized representatives of the parties.
- 8. Waiver. The waiver by either party of a breach or violation of any provision of this License shall not operate as or be construed to be a waiver of any subsequent breach of the same or other provision hereof.

LICENSOR: By:

MM5

By: _

Print Name & Title: ornin H

Date: March 5, 2008

Print Name & Title:

Date:

THIS LICENSE TO ENTER UPON LAND AND RELEASE OF LIABILITY is an agreement made and entered into this <u>5th</u> day of <u>March</u>, 2008 by and between <u>James + Victoria White</u> (Licensor) and Four Mile Fire Protection District, Sunshine Fire Protection District, Gold Hill Fire Protection District, Boulder Mountain Fire Protection District, Boulder Rural Fire Protection District, City of Boulder Fire Department, Boulder Parks and Open Space, acting by and through Mountain Mitigation 5 Intergovernmental Agreement (hereinafter referred to as "MM5").

WHEREAS, MM5 has requested access to and the right to enter upon the land described herein below (the "Property"), for the purposes described below that are related to the MM5's mission; and

WHEREAS, Licensor is the owner of the Property, or of the current right to occupancy thereof, and has the right to grant a license to enter upon the Property for the purposes described herein, and desires to grant such right to MM5 upon the terms and conditions set forth in this Agreement;

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

A. <u>License Grant</u>. The Licensor grants to MM5, its employees and authorized volunteers, contractors and subcontractors, acting within the scope of their employment or contract (collectively, the "Licensees"), a non-exclusive, paid-up license to enter upon the Property during the term hereof, without prior notice, for the purposes described below. Licensor may revoke such license at any time by written notice to MM5 in accordance with the Notice provisions herein. Said license is subject to the following terms and conditions:

- 1. <u>Description of Property</u>. This License concerns the following Property: [enter street address and/or legal description of property to be accessed; attach map if possible]:
- 2. <u>License Period</u>. This License shall be in effect from 3 15 08 to 3 4 10, inclusive (the "License Period"). If any dates or times are excluded from the License Period, they are specified here: [N/A].
- 3. The parties may by mutual written agreement extend the term of this License as necessary to permit the purposes and activities for which it is granted to be completed. No work shall be commenced until this License has been fully signed.
- 4. <u>Purpose</u>. This agreement applies to MM5 for the purpose of conducting the following activities (*check all that apply*)
 - to cut timber as a fire mitigation measure and to remove the downed timber from the Property; after approval of marking by owners
 - to perform the following other activities: Mark trees with paint or ribbon,
- 4. <u>Commencement of Work</u>. Work by MM5 and/or its contractors is expected to commence on or about the Effective Date, but is subject to change due to contractor scheduling, weather conditions, and other factors. MM5 will endeavor to provide notice to Licensor when work has commenced.
- 5. <u>No License Fee</u>. This license is granted at no cost to MM5. MM5 is responsible for all costs

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associated with the performance of the activities authorized herein.

B. <u>Release of Liability</u>. MM5 hereby releases the Licensor from all liability or responsibility for injury that the Licensees, or any of them, may suffer as a result of or in connection with his/her entering upon the Property (except for injuries caused by the negligent or intentional acts of the Licensor).

C. <u>Liability of Licensee</u>. The Parties understand and agree that the liability of the above named Fire Protection Districts, the Boards of the Fire Protection Districts, and MM5 is at all times herein governed and controlled by the Colorado Governmental Immunity Act, C.R.S. sections 24-10-101, et seq. (as now or hereafter amended), and that contractors to MM5 that are not themselves governmental entities may not be protected under said Act. Contractors shall be required to provide reasonable proof of general liability insurance, prior to undertaking work for MM5 on the Property.

D. Additional Terms and Conditions.

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

LICENSOR:
James + Victoria White
93 Poorman Rd.
93 Poormen Rd. Boulder, CO 80302

- 2. Non-Assignment. Except as specifically permitted under section A herein above, MM5 shall not transfer, assign, or otherwise convey the rights granted in this agreement to any other person or party without the express prior written consent of the Licensor(s). Any such conveyance in violation of this paragraph shall be null and void.
- 3. Legal Authority. The Licensor warrants he/she/it possesses the legal authority to enter into this License and has taken all actions required by its procedures, bylaws, and/or applicable law to exercise that authority, and to lawfully authorize its undersigned signatory to execute this License and to bind the Licensor to its terms. The person(s) executing this License on behalf of the Licensor warrant(s) that such person(s) have full authorization to execute this License.
- 4. Non-Assignment. Licensor shall not assign or sublicense any of its obligations under this License without the advance written consent of MM5. Any unauthorized assignment shall be void. MM5 shall have the right, but not the obligation to terminate this License, without waiver of any other right or remedy, upon notice of Licensor=s assignment or sublicense in violation of this section.

- 5. **Binding effect.** This License is binding upon the heirs, personal representatives, successors, and permitted assigns of both parties.
- 6. Entire Agreement. This License including the exhibits incorporated herein by reference constitutes the entire agreement between the parties, and supersedes any previous contracts, understandings, or agreements of the parties, whether verbal or written, concerning the subject matter of this License.
- 7. Amendment. No modification or amendment to this License shall be valid unless it is made in a writing signed by the authorized representatives of the parties.
- 8. Waiver. The waiver by either party of a breach or violation of any provision of this License shall not operate as or be construed to be a waiver of any subsequent breach of the same or other provision hereof.

LICENSOR:	MM5	
By: James R White	Ву:	-
Print Name & Title: James R. White, Owner	Print Name & Title:	_
Date: 3\5\08	Date:	_

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LICENSE TO ENTER UPON LAND AND RELEASE OF LIABILITY

THIS LICENSE TO ENTER UPON LAND AND RELEASE OF LIABILITY is an agreement made and entered into this <u>Sth</u> day of <u>March</u>, 2008 by and between <u>HEMAS</u> <u>M. WOODAR</u>) (Licensor) and Four Mile Fire Protection District, Sunshine Fire Protection District, Gold Hill Fire Protection District, Boulder Mountain Fire Protection District, Boulder Rural Fire Protection District, City of Boulder Fire Department, Boulder Parks and Open Space, acting by and through Mountain Mitigation 5 Intergovernmental Agreement (hereinafter referred to as "MM5").

WHEREAS, MM5 has requested access to and the right to enter upon the land described herein below (the "Property"), for the purposes described below that are related to the MM5's mission; and

WHEREAS, Licensor is the owner of the Property, or of the current right to occupancy thereof, and has the right to grant a license to enter upon the Property for the purposes described herein, and desires to grant such right to MM5 upon the terms and conditions set forth in this Agreement;

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

A. <u>License Grant</u>. The Licensor grants to MM5, its employees and authorized volunteers, contractors and subcontractors, acting within the scope of their employment or contract (collectively, the "Licensees"), a non-exclusive, paid-up license to enter upon the Property during the term hereof, without prior notice, for the purposes described below. Licensor may revoke such license at any time by written notice to MM5 in accordance with the Notice provisions herein. Said license is subject to the following terms and conditions:

1. <u>Description of Property</u>. This License concerns the following Property: [enter street address and/or legal description of property to be accessed; attach map if possible]:

25	OLD	SUR	1541	NE7	RAIL	
Bol	1 LDE	R.	Co	8030	2	

2. <u>License Period</u>. This License shall be in effect from March 5, 20,8

to Mach 20/D, inclusive (the "License Period"). If any dates or times are excluded from the License Period, they are specified here: [N/A].

- 3. The parties may by mutual written agreement extend the term of this License as necessary to permit the purposes and activities for which it is granted to be completed. No work shall be commenced until this License has been fully signed.
- Purpose. This agreement applies to MM5 for the purpose of conducting the following activities (check all that apply)
 - to cut timber as a fire mitigation measure and to remove the downed timber from the Property;
 - to perform the following other activities: Mark trees with paint or ribbon,
- <u>Commencement of Work</u>. Work by MM5 and/or its contractors is expected to commence on or about the Effective Date, but is subject to change due to contractor scheduling, weather conditions, and other factors. MM5 will endeavor to provide notice to Licensor when work has commenced.
- 6. <u>No License Fee</u>. This license is granted at no cost to MM5. MM5 is responsible for all costs associated with the performance of the activities authorized herein.

B. <u>Release of Liability</u>. MM5 hereby releases the Licensor from all liability or responsibility for injury that the Licensees, or any of them, may suffer as a result of or in connection with his/her entering upon the Property (except for injuries caused by the negligent or intentional acts of the Licensor).

C. <u>Liability of Licensee</u>. The Parties understand and agree that the liability of the above named Fire Protection Districts, the Boards of the Fire Protection Districts, and MM5 is at all times herein governed and controlled by the Colorado Governmental Immunity Act, C.R.S. sections 24-10-101, et seq. (as now or hereafter amended), and that contractors to MM5 that are not themselves governmental entities may not be protected under said Act. Contractors shall be required to provide reasonable proof of general liability insurance, prior to undertaking work for MM5 on the Property.

D. Additional Terms and Conditions.

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

MM5:	THOMAS M. WOODARD

- 2. Non-Assignment. Except as specifically permitted under section A herein above, MM5 shall not transfer, assign, or otherwise convey the rights granted in this agreement to any other person or party without the express prior written consent of the Licensor(s). Any such conveyance in violation of this paragraph shall be null and void.
- 3. Legal Authority. The Licensor warrants he/she/it possesses the legal authority to enter into this License and has taken all actions required by its procedures, bylaws, and/or applicable law to exercise that authority, and to lawfully authorize its undersigned signatory to execute this License and to bind the Licensor to its terms. The person(s) executing this License on behalf of the Licensor warrant(s) that such person(s) have full authorization to execute this License.
- 4. Non-Assignment Licensor shall not assign or sublicense any of its obligations under this License without the advance written consent of MM5. Any unauthorized assignment shall be void. MM5 shall have the right, but not the obligation to terminate this License, without waiver of any other right or remedy, upon notice of Licensor=s assignment or sublicense in violation of this section.

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- 5. Binding effect. This License is binding upon the heirs, personal representatives, successors, and permitted assigns of both parties.
- 6. Entire Agreement. This License including the exhibits incorporated herein by reference constitutes the entire agreement between the parties, and supersedes any previous contracts, understandings, or agreements of the parties, whether verbal or written, concerning the subject matter of this License.
- 7. Amendment. No modification or amendment to this License shall be valid unless it is made in a writing signed by the authorized representatives of the parties.
- 8. Waiver. The waiver by either party of a breach or violation of any provision of this License shall not operate as or be construed to be a waiver of any subsequent breach of the same or other provision hereof.

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LICENSOR:

By: ____

By: _____

Print Name & Title:

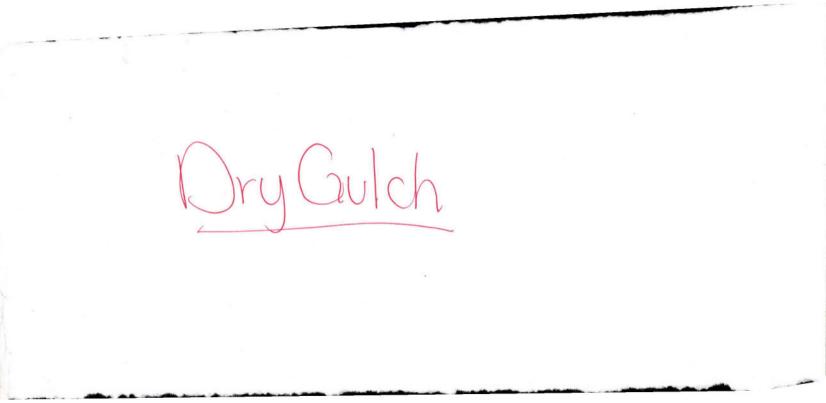
Print Name & Title: THOMAS M. WOODARD

Thing M. Would

Date:

Date:

Murch 5, 2008



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LICENSE TO ENTER UPON LAND AND RELEASE OF LIABILITY

THIS LICENSE TO ENTER UPON LAND AND RELEASE OF LIABILITY is an agreement made and entered into this <u>a</u> day of <u>Februar</u> <u>2008</u> by and between <u>Jump</u> (Licensor) and Four Mile Fire Protection District, Sunshine Fire Protection District, Gold Hill Fire Protection District, Boulder Mountain Fire Protection District, Boulder Rural Fire Protection District, City of Boulder Fire Department, Boulder Parks and Open Space, acting by and through Mountain Mitigation 5 Intergovernmental Agreement (hereinafter referred to as "MM5").

WHEREAS, MM5 has requested access to and the right to enter upon the land described herein below (the "Property"), for the purposes described below that are related to the MM5's mission; and

WHEREAS, Licensor is the owner of the Property, or of the current right to occupancy thereof, and has the right to grant a license to enter upon the Property for the purposes described herein, and desires to grant such right to MM5 upon the terms and conditions set forth in this Agreement;

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

A. <u>License Grant</u>. The Licensor grants to MM5, its employees and authorized volunteers, contractors and subcontractors, acting within the scope of their employment or contract (collectively, the "Licensees"), a non-exclusive, paid-up license to enter upon the Property during the term hereof, without prior notice, for the purposes described below. Licensor may revoke such license at any time by written notice to MM5 in accordance with the Notice provisions herein. Said license is subject to the following terms and conditions:

- 1. <u>Description of Property</u>. This License concerns the following Property: [enter street address and/or legal description of property to be accessed; attach map if possible]: <u>3369</u> Sun Shine Canyon
- 2. <u>License Period</u>. This License shall be in effect from $\frac{4112000}{112000}$ to $\frac{4112000}{112000}$, inclusive (the "License Period"). If any dates or times are excluded from the License Period, they are specified here: [N/A].
- 3. The parties may by mutual written agreement extend the term of this License as necessary to permit the purposes and activities for which it is granted to be completed. No work shall be commenced until this License has been fully signed.
- 4. <u>Purpose</u>. This agreement applies to MM5 for the purpose of conducting the following activities (*check all that apply*)
 - to cut timber as a fire mitigation measure and to remove the downed timber from the Property;
 - to perform the following other activities: Mark trees with paint or ribbon,
- 4. <u>Commencement of Work</u>. Work by MM5 and/or its contractors is expected to commence on or about the Effective Date, but is subject to change due to contractor scheduling, weather conditions, and other factors. MM5 will endeavor to provide notice to Licensor when work has commenced.
- 5. No License Fee. This license is granted at no cost to MM5. MM5 is responsible for all costs

associated with the performance of the activities authorized herein.

B. <u>Release of Liability</u>. MM5 hereby releases the Licensor from all liability or responsibility for injury that the Licensees, or any of them, may suffer as a result of or in connection with his/her entering upon the Property (except for injuries caused by the negligent or intentional acts of the Licensor).

C. <u>Liability of Licensee</u>. The Parties understand and agree that the liability of the above named Fire Protection Districts, the Boards of the Fire Protection Districts, and MM5 is at all times herein governed and controlled by the Colorado Governmental Immunity Act, C.R.S. sections 24-10-101, et seq. (as now or hereafter amended), and that contractors to MM5 that are not themselves governmental entities may not be protected under said Act. Contractors shall be required to provide reasonable proof of general liability insurance, prior to undertaking work for MM5 on the Property.

D. Additional Terms and Conditions.

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

MM5:	LICENSOR 1/0

- 2. Non-Assignment. Except as specifically permitted under section A herein above, MM5 shall not transfer, assign, or otherwise convey the rights granted in this agreement to any other person or party without the express prior written consent of the Licensor(s). Any such conveyance in violation of this paragraph shall be null and void.
- 3. Legal Authority. The Licensor warrants he/she/it possesses the legal authority to enter into this License and has taken all actions required by its procedures, bylaws, and/or applicable law to exercise that authority, and to lawfully authorize its undersigned signatory to execute this License and to bind the Licensor to its terms. The person(s) executing this License on behalf of the Licensor warrant(s) that such person(s) have full authorization to execute this License.
- 4. Non-Assignment. Licensor shall not assign or sublicense any of its obligations under this License without the advance written consent of MM5. Any unauthorized assignment shall be void. MM5 shall have the right, but not the obligation to terminate this License, without waiver of any other right or remedy, upon notice of Licensor=s assignment or sublicense in violation of this section.

- 5. **Binding effect.** This License is binding upon the heirs, personal representatives, successors, and permitted assigns of both parties.
- 6. Entire Agreement. This License including the exhibits incorporated herein by reference constitutes the entire agreement between the parties, and supersedes any previous contracts, understandings, or agreements of the parties, whether verbal or written, concerning the subject matter of this License.
- 7. Amendment. No modification or amendment to this License shall be valid unless it is made in a writing signed by the authorized representatives of the parties.
- 8. Waiver. The waiver by either party of a breach or violation of any provision of this License shall not operate as or be construed to be a waiver of any subsequent breach of the same or other provision hereof.

LICENSOR:	MM5
By: Henneth Helly	Ву:
Print Name & Title: Kelly Kenneth Kelly Ousnen	Print Name & Title:
Date: 2/19/2008	Date:

THIS LICENSE TO ENTER UPON LAND AND RELEASE OF LIABILITY is an agreement made and entered into this 19 day of <u>Feb</u>, 2008 by and between <u>Jay Orns</u> (Licensor) and Four Mile Fire Protection District, Sunshine Fire Protection District, Gold Hill Fire Protection District, Boulder Mountain Fire Protection District, Boulder Rural Fire Protection District, City of Boulder Fire Department, Boulder Parks and Open Space, acting by and through Mountain Mitigation 5 Intergovernmental Agreement (hereinafter referred to as "MM5").

WHEREAS, MM5 has requested access to and the right to enter upon the land described herein below (the "Property"), for the purposes described below that are related to the MM5's mission; and

WHEREAS, Licensor is the owner of the Property, or of the current right to occupancy thereof, and has the right to grant a license to enter upon the Property for the purposes described herein, and desires to grant such right to MM5 upon the terms and conditions set forth in this Agreement;

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

A. <u>License Grant</u>. The Licensor grants to MM5, its employees and authorized volunteers, contractors and subcontractors, acting within the scope of their employment or contract (collectively, the "Licensees"), a non-exclusive, paid-up license to enter upon the Property during the term hereof, without prior notice, for the purposes described below. Licensor may revoke such license at any time by written notice to MM5 in accordance with the Notice provisions herein. Said license is subject to the following terms and conditions:

- <u>Description of Property</u>. This License concerns the following Property: [enter street address and/or legal description of property to be accessed; attach map if possible]:
 <u>IOI MODELT RD</u>
 <u>BOULDER, (D. 80302</u>
- 2. <u>License Period</u>. This License shall be in effect from <u>March 1, 2010</u>, inclusive (the "License Period"). If any dates or times are excluded from the License Period, they are specified here: [N/A].
- 3. The parties may by mutual written agreement extend the term of this License as necessary to permit the purposes and activities for which it is granted to be completed. No work shall be commenced until this License has been fully signed.
- 4. <u>Purpose</u>. This agreement applies to MM5 for the purpose of conducting the following activities (*check all that apply*)
 - to cut timber as a fire mitigation measure and to remove the downed timber from the Property;
 - to perform the following other activities: Mark trees with paint or ribbon,
- 4. <u>Commencement of Work</u>. Work by MM5 and/or its contractors is expected to commence on or about the Effective Date, but is subject to change due to contractor scheduling, weather conditions, and other factors. MM5 will endeavor to provide notice to Licensor when work has commenced.
- 5. <u>No License Fee</u>. This license is granted at no cost to MM5. MM5 is responsible for all costs

associated with the performance of the activities authorized herein.

B. <u>Release of Liability</u>. MM5 hereby releases the Licensor from all liability or responsibility for injury that the Licensees, or any of them, may suffer as a result of or in connection with his/her entering upon the Property (except for injuries caused by the negligent or intentional acts of the Licensor).

C. <u>Liability of Licensee</u>. The Parties understand and agree that the liability of the above named Fire Protection Districts, the Boards of the Fire Protection Districts, and MM5 is at all times herein governed and controlled by the Colorado Governmental Immunity Act, C.R.S. sections 24-10-101, et seq. (as now or hereafter amended), and that contractors to MM5 that are not themselves governmental entities may not be protected under said Act. Contractors shall be required to provide reasonable proof of general liability insurance, prior to undertaking work for MM5 on the Property.

D. Additional Terms and Conditions.

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

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- 2. Non-Assignment. Except as specifically permitted under section A herein above, MM5 shall not transfer, assign, or otherwise convey the rights granted in this agreement to any other person or party without the express prior written consent of the Licensor(s). Any such conveyance in violation of this paragraph shall be null and void.
- 3. Legal Authority. The Licensor warrants he/she/it possesses the legal authority to enter into this License and has taken all actions required by its procedures, bylaws, and/or applicable law to exercise that authority, and to lawfully authorize its undersigned signatory to execute this License and to bind the Licensor to its terms. The person(s) executing this License on behalf of the Licensor warrant(s) that such person(s) have full authorization to execute this License.
- 4. Non-Assignment. Licensor shall not assign or sublicense any of its obligations under this License without the advance written consent of MM5. Any unauthorized assignment shall be void. MM5 shall have the right, but not the obligation to terminate this License, without waiver of any other right or remedy, upon notice of Licensor=s assignment or sublicense in violation of this section.

- 5. **Binding effect.** This License is binding upon the heirs, personal representatives, successors, and permitted assigns of both parties.
- 6. Entire Agreement. This License including the exhibits incorporated herein by reference constitutes the entire agreement between the parties, and supersedes any previous contracts, understandings, or agreements of the parties, whether verbal or written, concerning the subject matter of this License.
- 7. Amendment. No modification or amendment to this License shall be valid unless it is made in a writing signed by the authorized representatives of the parties.
- 8. Waiver. The waiver by either party of a breach or violation of any provision of this License shall not operate as or be construed to be a waiver of any subsequent breach of the same or other provision hereof.

LICENSOR: MM5 By: By: Print Name & Title: Print Name & Title: Jay Orris, Ou Owner Date: 2/19/08 Date:

THIS LICENSE TO ENTER UPON LAND AND RELEASE OF LIABILITY is an agreement made and entered into this <u>31</u> day of <u>4</u>, 2008 by and between <u>9</u>, 2008 by and Four Mile Fire Protection District, Boulder Mountain Fire Protection District, Boulder Rural Fire Protection District, City of Boulder Fire Department, Boulder Parks and Open Space, acting by and through Mountain Mitigation 5 Intergovernmental Agreement (hereinafter referred to as "MM5").

WHEREAS, MM5 has requested access to and the right to enter upon the land described herein below (the "Property"), for the purposes described below that are related to the MM5's mission; and

WHEREAS, Licensor is the owner of the Property, or of the current right to occupancy thereof, and has the right to grant a license to enter upon the Property for the purposes described herein, and desires to grant such right to MM5 upon the terms and conditions set forth in this Agreement;

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

A. <u>License Grant</u>. The Licensor grants to MM5, its employees and authorized volunteers, contractors and subcontractors, acting within the scope of their employment or contract (collectively, the "Licensees"), a non-exclusive, paid-up license to enter upon the Property during the term hereof, without prior notice, for the purposes described below. Licensor may revoke such license at any time by written notice to MM5 in accordance with the Notice provisions herein. Said license is subject to the following terms and conditions:

1. <u>Description of Property</u>. This License concerns the following Property: [enter street address and/or legal description of property to be accessed; attach map if possible]: 324 Leonard & R. Boulder CO (030)

License Period. This License shall be in effect from <u>2/1/68</u> to <u>9/30/00</u>, inclusive (the "License Period"). If any dates or times are excluded from the License Period, they are specified here: [N/A].

3. The parties may by mutual written agreement extend the term of this License as necessary to permit the purposes and activities for which it is granted to be completed. No work shall be commenced until this License has been fully signed.

<u>Purpose</u>. This agreement applies to MM5 for the purpose of conducting the following activities (*check all that apply*)

4.

- to cut timber as a fire mitigation measure and to remove the downed timber from the Property:
- to conduct a timber sale on the property, collect and retain all proceeds, and remove any unsold materials;
- to perform the following other activities: Mark trees with paint or ribbon,
- 4. <u>Commencement of Work</u>. Work by MM5 and/or its contractors is expected to commence on or about the Effective Date, but is subject to change due to contractor scheduling, weather conditions, and other factors. MM5 will endeavor to provide notice to Licensor when work has commenced.

5. <u>No License Fee</u>. This license is granted at no cost to MM5. MM5 is responsible for all costs associated with the performance of the activities authorized herein.

B. <u>Release of Liability</u>. MM5 hereby releases the Licensor from all liability or responsibility for injury that the Licensees, or any of them, may suffer as a result of or in connection with his/her entering upon the Property (except for injuries caused by the negligent or intentional acts of the Licensor).

C. <u>Liability of Licensee</u>. The Parties understand and agree that the liability of the above named Fire Protection Districts, the Boards of the Fire Protection Districts, and MM5 is at all times herein governed and controlled by the Colorado Governmental Immunity Act, C.R.S. sections 24-10-101, et seq. (as now or hereafter amended), and that contractors to MM5 that are not themselves governmental entities may not be protected under said Act. Contractors shall be required to provide reasonable proof of general liability insurance, prior to undertaking work for MM5 on the Property.

D. Additional Terms and Conditions.

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

LICENSOR:
Fay 303 444 6790

- Non-Assignment. Except as specifically permitted under section A herein above, MM5 shall not transfer, assign, or otherwise convey the rights granted in this agreement to any other person or party without the express prior written consent of the Licensor(s). Any such conveyance in violation of this paragraph shall be null and void.
- 3. Legal Authority. The Licensor warrants he/she/it possesses the legal authority to enter into this License and has taken all actions required by its procedures, bylaws, and/or applicable law to exercise that authority, and to lawfully authorize its undersigned signatory to execute this License and to bind the Licensor to its terms. The person(s) executing this License on behalf of the Licensor warrant(s) that such person(s) have full authorization to execute this License.
- 4. Non-Assignment. Licensor shall not assign or sublicense any of its obligations under this License without the advance written consent of MM5. Any unauthorized assignment shall be void. MM5 shall have the right, but not the obligation to terminate this License, without waiver of any other right or remedy, upon notice of Licensor=s assignment or sublicense in violation of this section.

- 5. Binding effect. This License is binding upon the heirs, personal representatives, successors, and permitted assigns of both parties.
- 6. Entire Agreement. This License including the exhibits incorporated herein by reference constitutes the entire agreement between the parties, and supersedes any previous contracts, understandings, or agreements of the parties, whether verbal or written, concerning the subject matter of this License.
- 7. Amendment. No modification or amendment to this License shall be valid unless it is made in a writing signed by the authorized representatives of the parties.
- 8. Waiver. The waiver by either party of a breach or violation of any provision of this License shall not operate as or be construed to be a waiver of any subsequent breach of the same or other provision hereof.

LICENSOR:	MM5
Ву:	Ву:
Print Name & Title: Paul Roberts	Print Name & Title:
Date: 1/31/08	Date:

THIS LICENSE TO ENTER UPON LAND AND RELEASE OF LIABILITY is an agreement made and entered into this <u>19</u> day of <u>FEBAUR2008</u> by and between <u>MATHUM 12 1 Homeson</u> (Licensor) and Four Mile Fire Protection District, Sunshine Fire Protection District, Gold Hill Fire Protection District, Boulder Mountain Fire Protection District, Boulder Rural Fire Protection District, City of Boulder Fire Department, Boulder Parks and Open Space, acting by and through Mountain Mitigation 5 Intergovernmental Agreement (hereinafter referred to as "MM5").

WHEREAS, MM5 has requested access to and the right to enter upon the land described herein below (the "Property"), for the purposes described below that are related to the MM5's mission; and

WHEREAS, Licensor is the owner of the Property, or of the current right to occupancy thereof, and has the right to grant a license to enter upon the Property for the purposes described herein, and desires to grant such right to MM5 upon the terms and conditions set forth in this Agreement;

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

A. <u>License Grant</u>. The Licensor grants to MM5, its employees and authorized volunteers, contractors and subcontractors, acting within the scope of their employment or contract (collectively, the "Licensees"), a non-exclusive, paid-up license to enter upon the Property during the term hereof, without prior notice, for the purposes described below. Licensor may revoke such license at any time by written notice to MM5 in accordance with the Notice provisions herein. Said license is subject to the following terms and conditions:

1. <u>Description of Property</u>. This License concerns the following Property: [enter street address and/or legal description of property to be accessed; attach map if possible]:

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- 2. <u>License Period</u>. This License shall be in effect from <u>4/1/08</u> to <u>4/1/08</u>, inclusive (the "License Period"). If any dates or times are excluded from the License Period, they are specified here: [N/A].
- 3. The parties may by mutual written agreement extend the term of this License as necessary to permit the purposes and activities for which it is granted to be completed. No work shall be commenced until this License has been fully signed.
- 4. <u>Purpose</u>. This agreement applies to MM5 for the purpose of conducting the following activities (*check all that apply*)
 - to cut timber as a fire mitigation measure and to remove the downed timber from the _____ Property;
 - to perform the following other activities: Mark trees with paint or ribbon,
- 4. <u>Commencement of Work</u>. Work by MM5 and/or its contractors is expected to commence on or about the Effective Date, but is subject to change due to contractor scheduling, weather conditions, and other factors. MM5 will endeavor to provide notice to Licensor when work has commenced.
- 5. No License Fee. This license is granted at no cost to MM5. MM5 is responsible for all costs

associated with the performance of the activities authorized herein.

B. <u>Release of Liability</u>. MM5 hereby releases the Licensor from all liability or responsibility for injury that the Licensees, or any of them, may suffer as a result of or in connection with his/her entering upon the Property (except for injuries caused by the negligent or intentional acts of the Licensor).

C. <u>Liability of Licensee</u>. The Parties understand and agree that the liability of the above named Fire Protection Districts, the Boards of the Fire Protection Districts, and MM5 is at all times herein governed and controlled by the Colorado Governmental Immunity Act, C.R.S. sections 24-10-101, et seq. (as now or hereafter amended), and that contractors to MM5 that are not themselves governmental entities may not be protected under said Act. Contractors shall be required to provide reasonable proof of general liability insurance, prior to undertaking work for MM5 on the Property.

D. Additional Terms and Conditions.

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

MM5:	LICENSOR:

- 2. Non-Assignment. Except as specifically permitted under section A herein above, MM5 shall not transfer, assign, or otherwise convey the rights granted in this agreement to any other person or party without the express prior written consent of the Licensor(s). Any such conveyance in violation of this paragraph shall be null and void.
- 3. Legal Authority. The Licensor warrants he/she/it possesses the legal authority to enter into this License and has taken all actions required by its procedures, bylaws, and/or applicable law to exercise that authority, and to lawfully authorize its undersigned signatory to execute this License and to bind the Licensor to its terms. The person(s) executing this License on behalf of the Licensor warrant(s) that such person(s) have full authorization to execute this License.
- 4. Non-Assignment. Licensor shall not assign or sublicense any of its obligations under this License without the advance written consent of MM5. Any unauthorized assignment shall be void. MM5 shall have the right, but not the obligation to terminate this License, without waiver of any other right or remedy, upon notice of Licensor=s assignment or sublicense in violation of this section.

- 5. **Binding effect.** This License is binding upon the heirs, personal representatives, successors, and permitted assigns of both parties.
- 6. Entire Agreement. This License including the exhibits incorporated herein by reference constitutes the entire agreement between the parties, and supersedes any previous contracts, understandings, or agreements of the parties, whether verbal or written, concerning the subject matter of this License.
- 7. Amendment. No modification or amendment to this License shall be valid unless it is made in a writing signed by the authorized representatives of the parties.
- 8. Waiver. The waiver by either party of a breach or violation of any provision of this License shall not operate as or be construed to be a waiver of any subsequent breach of the same or other provision hereof.

LICENSOR?	MM5
By: Charles	Ву:
Print Name & Title:	Print Name & Title:
ARTITUR R THOMPSon	
Date: 19, 2008	Date:

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LICENSE TO ENTER UPON LAND AND RELEASE OF LIABILITY

THIS LICENSE TO ENTER UPON LAND AND RELEASE OF LIABILITY is an agreement made and entered into this <u>f</u> day of <u>Man</u>, 2008 by and between <u>Vera</u> <u>Evensor</u> (Licensor) and Four Mile Fire Protection District, Sunshine Fire Protection District, Gold Hill Fire Protection District, Boulder Mountain Fire Protection District, Boulder Rural Fire Protection District, City of Boulder Fire Department, Boulder Parks and Open Space, acting by and through Mountain Mitigation 5 Intergovernmental Agreement (hereinafter referred to as "MM5").

WHEREAS, MM5 has requested access to and the right to enter upon the land described herein below (the "Property"), for the purposes described below that are related to the MM5's mission; and

WHEREAS, Licensor is the owner of the Property, or of the current right to occupancy thereof, and has the right to grant a license to enter upon the Property for the purposes described herein, and desires to grant such right to MM5 upon the terms and conditions set forth in this Agreement;

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

A. <u>License Grant</u>. The Licensor grants to MM5, its employees and authorized volunteers, contractors and subcontractors, acting within the scope of their employment or contract (collectively, the "Licensees"), a non-exclusive, paid-up license to enter upon the Property during the term hereof, without prior notice, for the purposes described below. Licensor may revoke such license at any time by written notice to MM5 in accordance with the Notice provisions herein. Said license is subject to the following terms and conditions:

1. <u>Description of Property</u>. This License concerns the following Property: [enter street address and/or legal description of property to be accessed; attach map if possible]:

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 License Period. This License shall be in effect from Max. 5 2008 to Max. 2010, inclusive (the "License Period"). If any dates or times are excluded from the License Period, they are specified here: [N/A].

- 3. The parties may by mutual written agreement extend the term of this License as necessary to permit the purposes and activities for which it is granted to be completed. No work shall be commenced until this License has been fully signed.
- 4. <u>Purpose</u>. This agreement applies to MM5 for the purpose of conducting the following activities (*check all that apply*)
 - to cut timber as a fire mitigation measure and to remove the downed timber from the Property;
 - to perform the following other activities: Mark trees with paint or ribbon,
- <u>Commencement of Work</u>. Work by MM5 and/or its contractors is expected to commence on or about the Effective Date, but is subject to change due to contractor scheduling, weather conditions, and other factors. MM5 will endeavor to provide notice to Licensor when work has commenced.
- 6. <u>No License Fee</u>. This license is granted at no cost to MM5. MM5 is responsible for all costs associated with the performance of the activities authorized herein.

B. <u>Release of Liability</u>. MM5 hereby releases the Licensor from all liability or responsibility for injury that the Licensees, or any of them, may suffer as a result of or in connection with his/her entering upon the Property (except for injuries caused by the negligent or intentional acts of the Licensor).

C. <u>Liability of Licensee</u>. The Parties understand and agree that the liability of the above named Fire Protection Districts, the Boards of the Fire Protection Districts, and MM5 is at all times herein governed and controlled by the Colorado Governmental Immunity Act, C.R.S. sections 24-10-101, et seq. (as now or hereafter amended), and that contractors to MM5 that are not themselves governmental entities may not be protected under said Act. Contractors shall be required to provide reasonable proof of general liability insurance, prior to undertaking work for MM5 on the Property.

D. Additional Terms and Conditions.

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

MM5:	VERA EVENSON

- 2. Non-Assignment. Except as specifically permitted under section A herein above, MM5 shall not transfer, assign, or otherwise convey the rights granted in this agreement to any other person or party without the express prior written consent of the Licensor(s). Any such conveyance in violation of this paragraph shall be null and void.
- 3. Legal Authority. The Licensor warrants he/she/it possesses the legal authority to enter into this License and has taken all actions required by its procedures, bylaws, and/or applicable law to exercise that authority, and to lawfully authorize its undersigned signatory to execute this License and to bind the Licensor to its terms. The person(s) executing this License on behalf of the Licensor warrant(s) that such person(s) have full authorization to execute this License.
- 4. Non-Assignment Licensor shall not assign or sublicense any of its obligations under this License without the advance written consent of MM5. Any unauthorized assignment shall be void. MM5 shall have the right, but not the obligation to terminate this License, without waiver of any other right or remedy, upon notice of Licensor=s assignment or sublicense in violation of this section.

- 5. Binding effect. This License is binding upon the heirs, personal representatives, successors, and permitted assigns of both parties.
- 6. Entire Agreement. This License including the exhibits incorporated herein by reference constitutes the entire agreement between the parties, and supersedes any previous contracts, understandings, or agreements of the parties, whether verbal or written, concerning the subject matter of this License.
- 7. Amendment. No modification or amendment to this License shall be valid unless it is made in a writing signed by the authorized representatives of the parties.
- 8. Waiver. The waiver by either party of a breach or violation of any provision of this License shall not operate as or be construed to be a waiver of any subsequent breach of the same or other provision hereof.

MM5:

By:_____

Print Name & Title:

LICENSOR: By: Trust

Print Name & Title: era FUENSON owner Evenson Trus OWNER

Date:

Date: Mar. 5, 2008

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THIS LICENSE TO ENTER UPON LAND AND RELEASE OF LIABILITY is an agreement made and entered into this <u>Zet</u> day of <u>Feb.</u>, 20 <u>of</u> by and between <u>Steve & Hepl ToDD</u> (Licensor) and Four Mile Fire Protection District, Sunshine Fire Protection District, Gold Hill Fire Protection District, Boulder Mountain Fire Protection District, Boulder Rural Fire Protection District, City of Boulder Fire Department, Boulder Parks and Open Space, acting by and through Mountain Mitigation 5 Intergovernmental Agreement (hereinafter referred to as "MM5").

WHEREAS, MM5 has requested access to and the right to enter upon the land described herein below (the "Property"), for the purposes described below that are related to the MM5's mission; and

WHEREAS, Licensor is the owner of the Property, or of the current right to occupancy thereof, and has the right to grant a license to enter upon the Property for the purposes described herein, and desires to grant such right to MM5 upon the terms and conditions set forth in this Agreement;

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

A. <u>License Grant</u>. The Licensor grants to MM5, its employees and authorized volunteers, contractors and subcontractors, acting within the scope of their employment or contract (collectively, the "Licensees"), a non-exclusive, paid-up license to enter upon the Property during the term hereof, without prior notice, for the purposes described below. Licensor may revoke such license at any time by written notice to MM5 in accordance with the Notice provisions herein. Said license is subject to the following terms and conditions:

- 1. <u>Description of Property</u>. This License concerns the following Property: [enter street address and/or legal description of property to be accessed; attach map if possible]: <u>99</u> MODEL T RD, BOULDER, Co. 80302
- 2. <u>License Period</u>. This License shall be in effect from <u>April 1, 05</u> to <u>April 1, 2010</u>, inclusive (the "License Period"). If any dates or times are excluded from the License Period, they are specified here: [N/A].
- 3. The parties may by mutual written agreement extend the term of this License as necessary to permit the purposes and activities for which it is granted to be completed. No work shall be commenced until this License has been fully signed.
- 4. <u>Purpose</u>. This agreement applies to MM5 for the purpose of conducting the following activities (*check all that apply*)
 - \checkmark to cut timber as a fire mitigation measure and to remove the downed timber from the Property;
 - to perform the following other activities: Mark trees with paint or ribbon,
- 4. <u>Commencement of Work</u>. Work by MM5 and/or its contractors is expected to commence on or about the Effective Date, but is subject to change due to contractor scheduling, weather conditions, and other factors. MM5 will endeavor to provide notice to Licensor when work has commenced.
- 5. <u>No License Fee</u>. This license is granted at no cost to MM5. MM5 is responsible for all costs

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B. <u>Release of Liability</u>. MM5 hereby releases the Licensor from all liability or responsibility for injury that the Licensees, or any of them, may suffer as a result of or in connection with his/her entering upon the Property (except for injuries caused by the negligent or intentional acts of the Licensor).

C. <u>Liability of Licensee</u>. The Parties understand and agree that the liability of the above named Fire Protection Districts, the Boards of the Fire Protection Districts, and MM5 is at all times herein governed and controlled by the Colorado Governmental Immunity Act, C.R.S. sections 24-10-101, et seq. (as now or hereafter amended), and that contractors to MM5 that are not themselves governmental entities may not be protected under said Act. Contractors shall be required to provide reasonable proof of general liability insurance, prior to undertaking work for MM5 on the Property.

D. Additional Terms and Conditions.

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

LICENSOR:
Steven S. Todd Heidi H. Todd
HEAR H. Todd

- 2. Non-Assignment. Except as specifically permitted under section A herein above, MM5 shall not transfer, assign, or otherwise convey the rights granted in this agreement to any other person or party without the express prior written consent of the Licensor(s). Any such conveyance in violation of this paragraph shall be null and void.
- 3. Legal Authority. The Licensor warrants he/she/it possesses the legal authority to enter into this License and has taken all actions required by its procedures, bylaws, and/or applicable law to exercise that authority, and to lawfully authorize its undersigned signatory to execute this License and to bind the Licensor to its terms. The person(s) executing this License on behalf of the Licensor warrant(s) that such person(s) have full authorization to execute this License.
- 4. Non-Assignment. Licensor shall not assign or sublicense any of its obligations under this License without the advance written consent of MM5. Any unauthorized assignment shall be void. MM5 shall have the right, but not the obligation to terminate this License, without waiver of any other right or remedy, upon notice of Licensor=s assignment or sublicense in violation of this section.

- 5. **Binding effect.** This License is binding upon the heirs, personal representatives, successors, and permitted assigns of both parties.
- 6. Entire Agreement. This License including the exhibits incorporated herein by reference constitutes the entire agreement between the parties, and supersedes any previous contracts, understandings, or agreements of the parties, whether verbal or written, concerning the subject matter of this License.
- 7. Amendment. No modification or amendment to this License shall be valid unless it is made in a writing signed by the authorized representatives of the parties.
- 8. Waiver. The waiver by either party of a breach or violation of any provision of this License shall not operate as or be construed to be a waiver of any subsequent breach of the same or other provision hereof.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

LICENSOR:	MM5
By: HEidi Hodd Stern Tool	Ву:
Print Name & Title: HEDIH. TODD Steven Todd OWNERS	Print Name & Title:
Date: FEBRUARY Ze, ZOOS	Date:

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LICENSE TO ENTER UPON LAND AND RELEASE OF LIABILITY

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THIS LICENSE TO ENTER UPON LAND AND RELEASE OF LIABILITY is an agreement made and entered into this <u>t</u> day of <u>Mhreet</u>, 2009 by and between <u>LOU ANN</u> <u>HVSTVADI</u> (Licensor) and Four Mile Fire Protection District, Sunshine Fire Protection District, Gold Hill Fire Protection District, Boulder Mountain Fire Protection District, Boulder Rural Fire Protection District, City of Boulder Fire Department, Boulder Parks and Open Space, acting by and through Mountain Mitigation 5 Intergovernmental Agreement (hereinafter referred to as "MM5").

WHEREAS, MM5 has requested access to and the right to enter upon the land described herein below (the "Property"), for the purposes described below that are related to the MM5's mission; and

WHEREAS, Licensor is the owner of the Property, or of the current right to occupancy thereof, and has the right to grant a license to enter upon the Property for the purposes described herein, and desires to grant such right to MM5 upon the terms and conditions set forth in this Agreement;

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

A. <u>License Grant</u>. The Licensor grants to MM5, its employees and authorized volunteers, contractors and subcontractors, acting within the scope of their employment or contract (collectively, the "Licensees"), a non-exclusive, paid-up license to enter upon the Property during the term hereof, without prior notice, for the purposes described below. Licensor may revoke such license at any time by written notice to MM5 in accordance with the Notice provisions herein. Said license is subject to the following terms and conditions:

1. <u>Description of Property</u>. This License concerns the following Property: [enter street address and/or legal description of property to be accessed; attach map if possible]:

	0	46	740	ORM	BN	(V)
SPE	1305	Ion	IN	EN	TAA	
OFF	001	0	01	101	-101	

- 2. <u>License Period</u>. This License shall be in effect from <u>5MAR 2009</u> to <u>JULY</u> 200,9 inclusive (the "License Period"). If any dates or times are excluded from the License Period, they are specified here: [N/A].
- 3. The parties may by mutual written agreement extend the term of this License as necessary to permit the purposes and activities for which it is granted to be completed. No work shall be commenced until this License has been fully signed.
- 4. <u>Purpose</u>. This agreement applies to MM5 for the purpose of conducting the following activities (*check all that apply*)
 - to cut timber as a fire mitigation measure and to remove the downed timber from the Property;
 - to perform the following other activities: Mark trees with paint or ribbon,
- 4. <u>Commencement of Work</u>. Work by MM5 and/or its contractors is expected to commence on or about the Effective Date, but is subject to change due to contractor scheduling, weather conditions, and other factors. MM5 will endeavor to provide notice to Licensor when work has commenced.
- 5. No License Fee. This license is granted at no cost to MM5. MM5 is responsible for all costs

B. <u>Release of Liability</u>. MM5 hereby releases the Licensor from all liability or responsibility for injury that the Licensees, or any of them, may suffer as a result of or in connection with his/her entering upon the Property (except for injuries caused by the negligent or intentional acts of the Licensor).

C. <u>Liability of Licensee</u>. The Parties understand and agree that the liability of the above named Fire Protection Districts, the Boards of the Fire Protection Districts, and MM5 is at all times herein governed and controlled by the Colorado Governmental Immunity Act, C.R.S. sections 24-10-101, et seq. (as now or hereafter amended), and that contractors to MM5 that are not themselves governmental entities may not be protected under said Act. Contractors shall be required to provide reasonable proof of general liability insurance, prior to undertaking work for MM5 on the Property.

D. Additional Terms and Conditions.

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

MM5:	LICENSOR:
	LOU ANN HUSTVEDT
	BOULDER, 6.80302
	BOVEDERE, O BOSOL

- 2. Non-Assignment. Except as specifically permitted under section A herein above, MM5 shall not transfer, assign, or otherwise convey the rights granted in this agreement to any other person or party without the express prior written consent of the Licensor(s). Any such conveyance in violation of this paragraph shall be null and void.
- 3. Legal Authority. The Licensor warrants he/she/it possesses the legal authority to enter into this License and has taken all actions required by its procedures, bylaws, and/or applicable law to exercise that authority, and to lawfully authorize its undersigned signatory to execute this License and to bind the Licensor to its terms. The person(s) executing this License on behalf of the Licensor warrant(s) that such person(s) have full authorization to execute this License.
- 4. Non-Assignment. Licensor shall not assign or sublicense any of its obligations under this License without the advance written consent of MM5. Any unauthorized assignment shall be void. MM5 shall have the right, but not the obligation to terminate this License, without waiver of any other right or remedy, upon notice of Licensor=s assignment or sublicense in violation of this section.

- 5. Binding effect. This License is binding upon the heirs, personal representatives, successors, and permitted assigns of both parties.
- 6. Entire Agreement. This License including the exhibits incorporated herein by reference constitutes the entire agreement between the parties, and supersedes any previous contracts, understandings, or agreements of the parties, whether verbal or written, concerning the subject matter of this License.
- 7. Amendment. No modification or amendment to this License shall be valid unless it is made in a writing signed by the authorized representatives of the parties.
- 8. Waiver. The waiver by either party of a breach or violation of any provision of this License shall not operate as or be construed to be a waiver of any subsequent breach of the same or other provision hereof.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

LICENSOR:	MM5
By: Altostu	Ву:
Print Name & Title: Lov Ann Hustvedt Owiver	Print Name & Title:
Date: SMARCH 08	Date:
LEGAL DESCRIPTION OF	F PROPERTY
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LICENSE TO ENTER UPON LAND AND RELEASE OF LIABILITY

THIS LICENSE TO ENTER UPON LAND AND RELEASE OF LIABILITY is an agreement made and entered into this <u>2</u>¹⁰ day of <u>March</u>, 2008 by and between <u>Paul Fischer</u> (Licensor) and Four Mile Fire Protection District, Sunshine Fire Protection District, Gold Hill Fire Protection District, Boulder Mountain Fire Protection District, Boulder Rural Fire Protection District, City of Boulder Fire Department, Boulder Parks and Open Space, acting by and through Mountain Mitigation 5 Intergovernmental Agreement (hereinafter referred to as "MM5").

WHEREAS, MM5 has requested access to and the right to enter upon the land described herein below (the "Property"), for the purposes described below that are related to the MM5's mission; and

WHEREAS, Licensor is the owner of the Property, or of the current right to occupancy thereof, and has the right to grant a license to enter upon the Property for the purposes described herein, and desires to grant such right to MM5 upon the terms and conditions set forth in this Agreement;

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

A. <u>License Grant</u>. The Licensor grants to MM5, its employees and authorized volunteers, contractors and subcontractors, acting within the scope of their employment or contract (collectively, the "Licensees"), a non-exclusive, paid-up license to enter upon the Property during the term hereof, without prior notice, for the purposes described below. Licensor may revoke such license at any time by written notice to MM5 in accordance with the Notice provisions herein. Said license is subject to the following terms and conditions:

- 1. <u>Description of Property</u>. This License concerns the following Property: [enter street address and/or legal description of property to be accessed; attach map if possible]: <u>939</u> Poor Man Rd
- 2. <u>License Period</u>. This License shall be in effect from $\frac{4/2008}{1008}$ to $\frac{9/30/2008}{1008}$, inclusive (the "License Period"). If any dates or times are excluded from the License Period, they are specified here: [N/A].
- 3. The parties may by mutual written agreement extend the term of this License as necessary to permit the purposes and activities for which it is granted to be completed. No work shall be commenced until this License has been fully signed.
- 4. <u>Purpose</u>. This agreement applies to MM5 for the purpose of conducting the following activities (*check all that apply*)
 - to cut timber as a fire mitigation measure and to remove the downed timber from the
 - Property; permission granted pending condition below to perform the following other activities: Mark trees with paint or ribbon,

Cutting to commence upon review and permission by Livensor

- 4. <u>Commencement of Work</u>. Work by MM5 and/or its contractors is expected to commence on or about the Effective Date, but is subject to change due to contractor scheduling, weather conditions, and other factors. MM5 will endeavor to provide notice to Licensor when work has commenced.
- 5. No License Fee. This license is granted at no cost to MM5. MM5 is responsible for all costs

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B. <u>Release of Liability</u>. MM5 hereby releases the Licensor from all liability or responsibility for injury that the Licensees, or any of them, may suffer as a result of or in connection with his/her entering upon the Property (except for injuries caused by the negligent or intentional acts of the Licensor).

C. <u>Liability of Licensee</u>. The Parties understand and agree that the liability of the above named Fire Protection Districts, the Boards of the Fire Protection Districts, and MM5 is at all times herein governed and controlled by the Colorado Governmental Immunity Act, C.R.S. sections 24-10-101, et seq. (as now or hereafter amended), and that contractors to MM5 that are not themselves governmental entities may not be protected under said Act. Contractors shall be required to provide reasonable proof of general liability insurance, prior to undertaking work for MM5 on the Property.

D. Additional Terms and Conditions.

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

Paul Fischer 939 Poorman Rd
Boulder CO 20302
Boulder CO 8030

- 2. Non-Assignment. Except as specifically permitted under section A herein above, MM5 shall not transfer, assign, or otherwise convey the rights granted in this agreement to any other person or party without the express prior written consent of the Licensor(s). Any such conveyance in violation of this paragraph shall be null and void.
- 3. Legal Authority. The Licensor warrants he/she/it possesses the legal authority to enter into this License and has taken all actions required by its procedures, bylaws, and/or applicable law to exercise that authority, and to lawfully authorize its undersigned signatory to execute this License and to bind the Licensor to its terms. The person(s) executing this License on behalf of the Licensor warrant(s) that such person(s) have full authorization to execute this License.
- 4. Non-Assignment. Licensor shall not assign or sublicense any of its obligations under this License without the advance written consent of MM5. Any unauthorized assignment shall be void. MM5 shall have the right, but not the obligation to terminate this License, without waiver of any other right or remedy, upon notice of Licensor=s assignment or sublicense in violation of this section.

- 5. **Binding effect.** This License is binding upon the heirs, personal representatives, successors, and permitted assigns of both parties.
- 6. Entire Agreement. This License including the exhibits incorporated herein by reference constitutes the entire agreement between the parties, and supersedes any previous contracts, understandings, or agreements of the parties, whether verbal or written, concerning the subject matter of this License.
- 7. Amendment. No modification or amendment to this License shall be valid unless it is made in a writing signed by the authorized representatives of the parties.
- 8. Waiver. The waiver by either party of a breach or violation of any provision of this License shall not operate as or be construed to be a waiver of any subsequent breach of the same or other provision hereof.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

LICENSOR:	MM5
By Fart Firehr	By:
Print Name & Title: Paul Fisch =	Print Name & Title:
Date: <u>030308</u>	Date:

GUPTA

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LICENSE TO ENTER UPON LAND AND RELEASE OF LIABILITY

THIS LICENSE TO ENTER UPON LAND AND RELEASE OF LIABILITY is an agreement made and entered into this 19 day of <u>Feb</u>, 2009 by and between <u>VITBY + INPIRA</u> (Licensor) and Four Mile Fire Protection District, Sunshine Fire Protection District, Gold Hill Fire Protection District, Boulder Mountain Fire Protection District, Boulder Rural Fire Protection District, City of Boulder Fire Department, Boulder Parks and Open Space, acting by and through Mountain Mitigation 5 Intergovernmental Agreement (hereinafter referred to as "MM5").

WHEREAS, MM5 has requested access to and the right to enter upon the land described herein below (the "Property"), for the purposes described below that are related to the MM5's mission; and

WHEREAS, Licensor is the owner of the Property, or of the current right to occupancy thereof, and has the right to grant a license to enter upon the Property for the purposes described herein, and desires to grant such right to MM5 upon the terms and conditions set forth in this Agreement;

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

A. <u>License Grant</u>. The Licensor grants to MM5, its employees and authorized volunteers, contractors and subcontractors, acting within the scope of their employment or contract (collectively, the "Licensees"), a non-exclusive, paid-up license to enter upon the Property during the term hereof, without prior notice, for the purposes described below. Licensor may revoke such license at any time by written notice to MM5 in accordance with the Notice provisions herein. Said license is subject to the following terms and conditions:

1. <u>Description of Property</u>. This License concerns the following Property: [enter street address and/or legal description of property to be accessed; attach map if possible]:

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		-	
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- 2. <u>License Period</u>. This License shall be in effect from <u>May 1,08</u> to <u>May 1,08</u> to
- 3. The parties may by mutual written agreement extend the term of this License as necessary to permit the purposes and activities for which it is granted to be completed. No work shall be commenced until this License has been fully signed.
- 4. <u>Purpose</u>. This agreement applies to MM5 for the purpose of conducting the following activities (*check all that apply*)
 - to cut timber as a fire mitigation measure and to remove the downed timber from the Property;
 - to perform the following other activities: Mark trees with paint or ribbon,
- 4. <u>Commencement of Work</u>. Work by MM5 and/or its contractors is expected to commence on or about the Effective Date, but is subject to change due to contractor scheduling, weather conditions, and other factors. MM5 will endeavor to provide notice to Licensor when work has commenced.
- 5. No License Fee. This license is granted at no cost to MM5. MM5 is responsible for all costs

B. <u>Release of Liability</u>. MM5 hereby releases the Licensor from all liability or responsibility for injury that the Licensees, or any of them, may suffer as a result of or in connection with his/her entering upon the Property (except for injuries caused by the negligent or intentional acts of the Licensor).

C. <u>Liability of Licensee</u>. The Parties understand and agree that the liability of the above named Fire Protection Districts, the Boards of the Fire Protection Districts, and MM5 is at all times herein governed and controlled by the Colorado Governmental Immunity Act, C.R.S. sections 24-10-101, et seq. (as now or hereafter amended), and that contractors to MM5 that are not themselves governmental entities may not be protected under said Act. Contractors shall be required to provide reasonable proof of general liability insurance, prior to undertaking work for MM5 on the Property.

D. Additional Terms and Conditions.

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

MM5:	LICENSOR:
	VITPY GUPTA
	INDIRA GUPTA
	(OWENERS)

- 2. Non-Assignment. Except as specifically permitted under section A herein above, MM5 shall not transfer, assign, or otherwise convey the rights granted in this agreement to any other person or party without the express prior written consent of the Licensor(s). Any such conveyance in violation of this paragraph shall be null and void.
- 3. Legal Authority. The Licensor warrants he/she/it possesses the legal authority to enter into this License and has taken all actions required by its procedures, bylaws, and/or applicable law to exercise that authority, and to lawfully authorize its undersigned signatory to execute this License and to bind the Licensor to its terms. The person(s) executing this License on behalf of the Licensor warrant(s) that such person(s) have full authorization to execute this License.
- 4. Non-Assignment. Licensor shall not assign or sublicense any of its obligations under this License without the advance written consent of MM5. Any unauthorized assignment shall be void. MM5 shall have the right, but not the obligation to terminate this License, without waiver of any other right or remedy, upon notice of Licensor=s assignment or sublicense in violation of this section.

- 5. **Binding effect.** This License is binding upon the heirs, personal representatives, successors, and permitted assigns of both parties.
- 6. Entire Agreement. This License including the exhibits incorporated herein by reference constitutes the entire agreement between the parties, and supersedes any previous contracts, understandings, or agreements of the parties, whether verbal or written, concerning the subject matter of this License.
- 7. Amendment. No modification or amendment to this License shall be valid unless it is made in a writing signed by the authorized representatives of the parties.
- 8. Waiver. The waiver by either party of a breach or violation of any provision of this License shall not operate as or be construed to be a waiver of any subsequent breach of the same or other provision hereof.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

LICENSOR:	MM5	
By: VITAY & INDIRA GUITA	Ву:	-
Print Name & Title:	Print Name & Title:	
Date: Feb 19 /2008	Date:	

LICENSE TO ENTER UPON LAND AND RELEASE OF LIABILITY

THIS LICENSE TO ENTER UPON LAND AND RELEASE OF HABILITY is an agreement made and entered into this (5) day of (7-20), 20^{2} by and between (100) bet

WHEREAS, MM5 has requested access to and the right to enter upon the land described herein below (the "Property"), for the purposes described below that are related to the MM5's mission; and

WHEREAS, Licensor is the owner of the Property, or of the current right to occupancy thereof, and has the right to grant a license to enter upon the Property for the purposes described herein, and desires to grant such right to MM5 upon the terms and conditions set forth in this Agreement;

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

A. <u>License Grant</u>. The Licensor grants to MM5, its employees and authorized volunteers, contractors and subcontractors, acting within the scope of their employment or contract (collectively, the "Licensees"), a non-exclusive, paid-up license to enter upon the Property during the term hereof, without prior notice, for the purposes described below. Licensor may revoke such license at any time by written notice to MM5 in accordance with the Notice provisions herein. Said license is subject to the following terms and conditions:

- 1. <u>Description of Property</u>. This License concerns the following Property: [enter street address and/or legal description of property to be accessed; attach map if possible]: <u>195 Leonarts</u> RL Barler, CD \$0302
- License Period. This License shall be in effect from <u>3-1-09</u> to <u>31-10</u>, inclusive (the "License Period"). If any dates or times are excluded from the License Period, they are specified here: [N/A].
- 3. The parties may by mutual written agreement extend the term of this License as necessary to permit the purposes and activities for which it is granted to be completed. No work shall be commenced until this License has been fully signed.
- 4. <u>Purpose</u>. This agreement applies to MM5 for the purpose of conducting the following activities (*check all that apply*)
 - to cut timber as a fire mitigation measure and to remove the downed timber from the Property;
 - to perform the following other activities: Mark trees with paint or ribbon,
- 4. <u>Commencement of Work</u>. Work by MM5 and/or its contractors is expected to commence on or about the Effective Date, but is subject to change due to contractor scheduling, weather conditions, and other factors. MM5 will endeavor to provide notice to Licensor when work has commenced.
- 5. <u>No License Fee</u>. This license is granted at no cost to MM5. MM5 is responsible for all costs

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B. <u>Release of Liability</u>. MM5 hereby releases the Licensor from all liability or responsibility for injury that the Licensees, or any of them, may suffer as a result of or in connection with his/her entering upon the Property (except for injuries caused by the negligent or intentional acts of the Licensor).

C. <u>Liability of Licensee</u>. The Parties understand and agree that the liability of the above named Fire Protection Districts, the Boards of the Fire Protection Districts, and MM5 is at all times herein governed and controlled by the Colorado Governmental Immunity Act, C.R.S. sections 24-10-101, et seq. (as now or hereafter amended), and that contractors to MM5 that are not themselves governmental entities may not be protected under said Act. Contractors shall be required to provide reasonable proof of general liability insurance, prior to undertaking work for MM5 on the Property.

D. Additional Terms and Conditions.

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

MM5:	LICENSOR:

- 2. Non-Assignment. Except as specifically permitted under section A herein above, MM5 shall not transfer, assign, or otherwise convey the rights granted in this agreement to any other person or party without the express prior written consent of the Licensor(s). Any such conveyance in violation of this paragraph shall be null and void.
- 3. Legal Authority. The Licensor warrants he/she/it possesses the legal authority to enter into this License and has taken all actions required by its procedures, bylaws, and/or applicable law to exercise that authority, and to lawfully authorize its undersigned signatory to execute this License and to bind the Licensor to its terms. The person(s) executing this License on behalf of the Licensor warrant(s) that such person(s) have full authorization to execute this License.
- 4. Non-Assignment. Licensor shall not assign or sublicense any of its obligations under this License without the advance written consent of MM5. Any unauthorized assignment shall be void. MM5 shall have the right, but not the obligation to terminate this License, without waiver of any other right or remedy, upon notice of Licensor=s assignment or sublicense in violation of this section.

5. **Binding effect.** This License is binding upon the heirs, personal representatives, successors, and permitted assigns of both parties.

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- 6. Entire Agreement. This License including the exhibits incorporated herein by reference constitutes the entire agreement between the parties, and supersedes any previous contracts, understandings, or agreements of the parties, whether verbal or written, concerning the subject matter of this License.
- 7. Amendment. No modification or amendment to this License shall be valid unless it is made in a writing signed by the authorized representatives of the parties.
- 8. Waiver. The waiver by either party of a breach or violation of any provision of this License shall not operate as or be construed to be a waiver of any subsequent breach of the same or other provision hereof.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

LICENSOR:	MM5
By: A Jond De	Ву:
Print Name & Title: Joldence	Print Name & Title:
Date: 2- 19-08	Date:

Larsen/Stoner

LICENSE TO ENTER UPON LAND AND RELEASE OF LIABILITY

THIS LICENSE TO ENTER UPON LAND AND RELEASE OF LIABILITY is an agreement made and entered into this <u>5</u> day of <u>Mcrch</u>, 20 <u>08</u> by and between <u>Lcuric</u> <u>arsch</u> <u>e</u> <u>Tom</u> for for (Licensor) and Four Mile Fire Protection District, Sunshine Fire Protection District, Gold Hill Fire Protection District, Boulder Mountain Fire Protection District, Boulder Rural Fire Protection District, City of Boulder Fire Department, Boulder Parks and Open Space, acting by and through Mountain Mitigation 5 Intergovernmental Agreement (hereinafter referred to as "MM5").

WHEREAS, MM5 has requested access to and the right to enter upon the land described herein below (the "Property"), for the purposes described below that are related to the MM5's mission; and

WHEREAS, Licensor is the owner of the Property, or of the current right to occupancy thereof, and has the right to grant a license to enter upon the Property for the purposes described herein, and desires to grant such right to MM5 upon the terms and conditions set forth in this Agreement;

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

A. <u>License Grant</u>. The Licensor grants to MM5, its employees and authorized volunteers, contractors and subcontractors, acting within the scope of their employment or contract (collectively, the "Licensees"), a non-exclusive, paid-up license to enter upon the Property during the term hereof, without prior notice, for the purposes described below. Licensor may revoke such license at any time by written notice to MM5 in accordance with the Notice provisions herein. Said license is subject to the following terms and conditions:

- 1. <u>Description of Property</u>. This License concerns the following Property: [enter street address and/or legal description of property to be accessed; attach map if possible]: <u>121 Leonard's Rd</u> Bouher, (0, 80302
- 2. <u>License Period</u>. This License shall be in effect from <u>March 2010</u>, inclusive (the "License Period"). If any dates or times are excluded from the License Period, they are specified here: [N/A].
- 3. The parties may by mutual written agreement extend the term of this License as necessary to permit the purposes and activities for which it is granted to be completed. No work shall be commenced until this License has been fully signed.
- 4. <u>Purpose</u>. This agreement applies to MM5 for the purpose of conducting the following activities (*check all that apply*)
 - to cut timber as a fire mitigation measure and to remove the downed timber from the Property;
 - to perform the following other activities: Mark trees with paint or ribbon,
- 4. <u>Commencement of Work.</u> Work by MM5 and/or its contractors is expected to commence on or about the Effective Date, but is subject to change due to contractor scheduling, weather conditions, and other factors. MM5 will endeavor to provide notice to Licensor when work has commenced.
- 5. No License Fee. This license is granted at no cost to MM5. MM5 is responsible for all

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B. <u>Release of Liability</u>. MM5 hereby releases the Licensor from all liability or responsibility for injury that the Licensees, or any of them, may suffer as a result of or in connection with his/her entering upon the Property (except for injuries caused by the negligent or intentional acts of the Licensor).

C. <u>Liability of Licensee</u>. The Parties understand and agree that the liability of the above named Fire Protection Districts, the Boards of the Fire Protection Districts, and MM5 is at all times herein governed and controlled by the Colorado Governmental Immunity Act, C.R.S. sections 24-10-101, et seq. (as now or hereafter amended), and that contractors to MM5 that are not themselves governmental entities may not be protected under said Act. Contractors shall be required to provide reasonable proof of general liability insurance, prior to undertaking work for MM5 on the Property. D. Additional Terms and Conditions.

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

MM5:	LICENSOR;
	Laurie Larsen
Service Se	- Tom Stoner
en an	

- Non-Assignment. Except as specifically permitted under section A herein above, MM5 shall not transfer, assign, or otherwise convey the rights granted in this agreement to any other person or party without the express prior written consent of the Licensor(s). Any such conveyance in violation of this paragraph shall be null and void.
- 3. Legal Authority. The Licensor warrants he/she/it possesses the legal authority to enter into this License and has taken all actions required by its procedures, bylaws, and/or applicable law to exercise that authority, and to lawfully authorize its undersigned signatory to execute this License and to bind the Licensor to its terms. The person(s) executing this License on behalf of the Licensor warrant(s) that such person(s) have full authorization to execute this License.
- 4. Non-Assignment. Licensor shall not assign or sublicense any of its obligations under this License without the advance written consent of MM5. Any unauthorized assignment shall be void. MM5 shall have the right, but not the obligation to terminate this License, without waiver of any other right or remedy, upon notice of Licensor=s assignment or sublicense in violation of this section.
- 5. **Binding effect.** This License is binding upon the heirs, personal representatives, successors, and permitted assigns of both parties.

6. Entire Agreement. This License including the exhibits incorporated herein by reference constitutes the entire agreement between the parties, and supersedes any previous contracts, understandings, or agreements of the parties, whether verbal or written, concerning the subject matter of this License.

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- 7. Amendment. No modification or amendment to this License shall be valid unless it is made in a writing signed by the authorized representatives of the parties.
- 8. Waiver. The waiver by either party of a breach or violation of any provision of this License shall not operate as or be construed to be a waiver of any subsequent breach of the same or other provision hereof.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

LICENSOR:	MM5
By: Jametaroen	By:
Print Name & Title:	Print Name & Title:
Date: March 5, 2008	Date:

LICENSE TO ENTER UPON LAND AND RELEASE OF LIABILITY

Re.+

THIS LICENSE TO ENTER UPON LAND AND RELEASE OF LIABILITY is an agreement made and entered into this <u>22</u> day of <u>FEB</u>, 2008 by and between <u>Leonard & Amela ORME</u> (Licensor) and Four Mile Fire Protection District, Sunshine Fire Protection District, Gold Hill Fire Protection District, Boulder Mountain Fire Protection District, Boulder Rural Fire Protection District, City of Boulder Fire Department, Boulder Parks and Open Space, acting by and through Mountain Mitigation 5 Intergovernmental Agreement (hereinafter referred to as "MM5").

WHEREAS, MM5 has requested access to and the right to enter upon the land described herein below (the "Property"), for the purposes described below that are related to the MM5's mission; and

WHEREAS, Licensor is the owner of the Property, or of the current right to occupancy thereof, and has the right to grant a license to enter upon the Property for the purposes described herein, and desires to grant such right to MM5 upon the terms and conditions set forth in this Agreement;

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

A. <u>License Grant</u>. The Licensor grants to MM5, its employees and authorized volunteers, contractors and subcontractors, acting within the scope of their employment or contract (collectively, the "Licensees"), a non-exclusive, paid-up license to enter upon the Property during the term hereof, without prior notice, for the purposes described below. Licensor may revoke such license at any time by written notice to MM5 in accordance with the Notice provisions herein. Said license is subject to the following terms and conditions:

- 1. <u>Description of Property</u>. This License concerns the following Property: [enter street address and/or legal description of property to be accessed; attach map if possible]:
- 2. <u>License Period</u>. This License shall be in effect from <u>April 12008</u> to <u>April 12010</u> inclusive (the "License Period"). If any dates or times are excluded from the License Period, they are specified here: [N/A].
- 3. The parties may by mutual written agreement extend the term of this License as necessary to permit the purposes and activities for which it is granted to be completed. No work shall be commenced until this License has been fully signed.
- 4. <u>Purpose</u>. This agreement applies to MM5 for the purpose of conducting the following activities (*check all that apply*)
 - to cut timber as a fire mitigation measure and to remove the downed timber from the Property;
 - to perform the following other activities: Mark trees with paint or ribbon,
- 4. <u>Commencement of Work</u>. Work by MM5 and/or its contractors is expected to commence on or about the Effective Date, but is subject to change due to contractor scheduling, weather conditions, and other factors. MM5 will endeavor to provide notice to Licensor when work has commenced.
- 5. <u>No License Fee</u>. This license is granted at no cost to MM5. MM5 is responsible for all costs

B. <u>Release of Liability</u>. MM5 hereby releases the Licensor from all liability or responsibility for injury that the Licensees, or any of them, may suffer as a result of or in connection with his/her entering upon the Property (except for injuries caused by the negligent or intentional acts of the Licensor).

C. <u>Liability of Licensee</u>. The Parties understand and agree that the liability of the above named Fire Protection Districts, the Boards of the Fire Protection Districts, and MM5 is at all times herein governed and controlled by the Colorado Governmental Immunity Act, C.R.S. sections 24-10-101, et seq. (as now or hereafter amended), and that contractors to MM5 that are not themselves governmental entities may not be protected under said Act. Contractors shall be required to provide reasonable proof of general liability insurance, prior to undertaking work for MM5 on the Property.

D. Additional Terms and Conditions.

2.0

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

MM5:	LICENSOR:
	Panela (Urmo)
	Semuel Co. Osnep.
	/

- 2. Non-Assignment. Except as specifically permitted under section A herein above, MM5 shall not transfer, assign, or otherwise convey the rights granted in this agreement to any other person or party without the express prior written consent of the Licensor(s). Any such conveyance in violation of this paragraph shall be null and void.
- 3. Legal Authority. The Licensor warrants he/she/it possesses the legal authority to enter into this License and has taken all actions required by its procedures, bylaws, and/or applicable law to exercise that authority, and to lawfully authorize its undersigned signatory to execute this License and to bind the Licensor to its terms. The person(s) executing this License on behalf of the Licensor warrant(s) that such person(s) have full authorization to execute this License.
- 4. Non-Assignment. Licensor shall not assign or sublicense any of its obligations under this License without the advance written consent of MM5. Any unauthorized assignment shall be void. MM5 shall have the right, but not the obligation to terminate this License, without waiver of any other right or remedy, upon notice of Licensor=s assignment or sublicense in violation of this section.

2

5. **Binding effect.** This License is binding upon the heirs, personal representatives, successors, and permitted assigns of both parties.

30

- 6. Entire Agreement. This License including the exhibits incorporated herein by reference constitutes the entire agreement between the parties, and supersedes any previous contracts, understandings, or agreements of the parties, whether verbal or written, concerning the subject matter of this License.
- 7. Amendment. No modification or amendment to this License shall be valid unless it is made in a writing signed by the authorized representatives of the parties.
- 8. Waiver. The waiver by either party of a breach or violation of any provision of this License shall not operate as or be construed to be a waiver of any subsequent breach of the same or other provision hereof.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

LICENSOR:	MM5
By: <u>Panela (line)</u> Jeonard 6. Ormep.	Ву:
Print Name & Title: Pamela C. Orme -owner Leonard G. Orme Jr - owner	Print Name & Title:
Date: 22 Feb 2008	Date:

LICENSE TO ENTER UPON LAND AND RELEASE OF LIABILITY

WITTHE RSPOON

1

THIS LICENSE TO ENTER UPON LAND AND RELEASE OF LIABILITY is an agreement made and entered into this _____ day of ______, 20 ____ by and between <u>Rick & O ionoo</u> Wittenspectration District, and Four Mile Fire Protection District, Sunshine Fire Protection District, Gold Hill Fire Protection District, Boulder Mountain Fire Protection District, Boulder Rural Fire Protection District, City of Boulder Fire Department, Boulder Parks and Open Space, acting by and through Mountain Mitigation 5 Intergovernmental Agreement (hereinafter referred to as "MM5").

WHEREAS, MM5 has requested access to and the right to enter upon the land described herein below (the "Property"), for the purposes described below that are related to the MM5's mission; and

WHEREAS, Licensor is the owner of the Property, or of the current right to occupancy thereof, and has the right to grant a license to enter upon the Property for the purposes described herein, and desires to grant such right to MM5 upon the terms and conditions set forth in this Agreement;

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

A. <u>License Grant</u>. The Licensor grants to MM5, its employees and authorized volunteers, contractors and subcontractors, acting within the scope of their employment or contract (collectively, the "Licensees"), a non-exclusive, paid-up license to enter upon the Property during the term hereof, without prior notice, for the purposes described below. Licensor may revoke such license at any time by written notice to MM5 in accordance with the Notice provisions herein. Said license is subject to the following terms and conditions:

- 1. <u>Description of Property</u>. This License concerns the following Property: [enter street address and/or legal description of property to be accessed; attach map if possible]: <u>3039 SUNSWALS CAMPT</u> Beilder CO RO302
- 2. <u>License Period</u>. This License shall be in effect from <u>April 08</u> to <u>April 2010</u>, inclusive (the "License Period"). If any dates or times are excluded from the License Period, they are specified here: [N/A].
- 3. The parties may by mutual written agreement extend the term of this License as necessary to permit the purposes and activities for which it is granted to be completed. No work shall be commenced until this License has been fully signed.
- 4. <u>Purpose</u>. This agreement applies to MM5 for the purpose of conducting the following activities (*check all that apply*)
 - to cut timber as a fire mitigation measure and to remove the downed timber from the Property;
 - to perform the following other activities: Mark trees with paint or ribbon,
- 4. <u>Commencement of Work</u>. Work by MM5 and/or its contractors is expected to commence on or about the Effective Date, but is subject to change due to contractor scheduling, weather conditions, and other factors. MM5 will endeavor to provide notice to Licensor when work has commenced.
- 5. <u>No License Fee</u>. This license is granted at no cost to MM5. MM5 is responsible for all costs

B. <u>Release of Liability</u>. MM5 hereby releases the Licensor from all liability or responsibility for injury that the Licensees, or any of them, may suffer as a result of or in connection with his/her entering upon the Property (except for injuries caused by the negligent or intentional acts of the Licensor).

C. <u>Liability of Licensee</u>. The Parties understand and agree that the liability of the above named Fire Protection Districts, the Boards of the Fire Protection Districts, and MM5 is at all times herein governed and controlled by the Colorado Governmental Immunity Act, C.R.S. sections 24-10-101, et seq. (as now or hereafter amended), and that contractors to MM5 that are not themselves governmental entities may not be protected under said Act. Contractors shall be required to provide reasonable proof of general liability insurance, prior to undertaking work for MM5 on the Property.

D. Additional Terms and Conditions.

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

MM5:	LICENSOR:
	Rick + Diana Utherspoor
	Boulder CD 80302

- 2. Non-Assignment. Except as specifically permitted under section A herein above, MM5 shall not transfer, assign, or otherwise convey the rights granted in this agreement to any other person or party without the express prior written consent of the Licensor(s). Any such conveyance in violation of this paragraph shall be null and void.
- 3. Legal Authority. The Licensor warrants he/she/it possesses the legal authority to enter into this License and has taken all actions required by its procedures, bylaws, and/or applicable law to exercise that authority, and to lawfully authorize its undersigned signatory to execute this License and to bind the Licensor to its terms. The person(s) executing this License on behalf of the Licensor warrant(s) that such person(s) have full authorization to execute this License.
- 4. Non-Assignment. Licensor shall not assign or sublicense any of its obligations under this License without the advance written consent of MM5. Any unauthorized assignment shall be void. MM5 shall have the right, but not the obligation to terminate this License, without waiver of any other right or remedy, upon notice of Licensor=s assignment or sublicense in violation of this section.

- 5. Binding effect. This License is binding upon the heirs, personal representatives, successors, and permitted assigns of both parties.
- 6. Entire Agreement. This License including the exhibits incorporated herein by reference constitutes the entire agreement between the parties, and supersedes any previous contracts, understandings, or agreements of the parties, whether verbal or written, concerning the subject matter of this License.
- 7. Amendment. No modification or amendment to this License shall be valid unless it is made in a writing signed by the authorized representatives of the parties.
- 8. Waiver. The waiver by either party of a breach or violation of any provision of this License shall not operate as or be construed to be a waiver of any subsequent breach of the same or other provision hereof.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

LICENSOR:

By: Diana Withurson Print Name & Title: DiANA Witherspoon

Homeoun

Date: 3/5/08

MM5

By:

Print Name & Title:

Date: _

Hi, Neighbors!

We are an association of like-minded individuals who share an interest in preserving the rich cultural heritage of the American West. To further this goal, we have completed negotiations to purchase 137 acres of land at 10601 Gold Hill Road, 1 mile west of the platted townsite of Gold Hill, and to develop at this location a Historic Old West Mining Village, Cannabis Emporium and Family Campground.

To allay any concerns of nearby residents, we have taken steps to address the following issues:

PARKING: Because of limited space, uneven terrain and our desire to leave the land pristine, all motor vehicles (except campground tow vehicles longer than 22 feet) will be stored underground in a digitally soundproofed six-story AutoVault with advanced exhaust-entombment technology.

TRAFFIC: The state Department of Transportation is fasttracking the four-lane Gold Hill Bypass to connect the Historic Old West Mining Village, Cannabis Emporium and Family Campground to Lefthand Canyon via Lickskillet Lane.

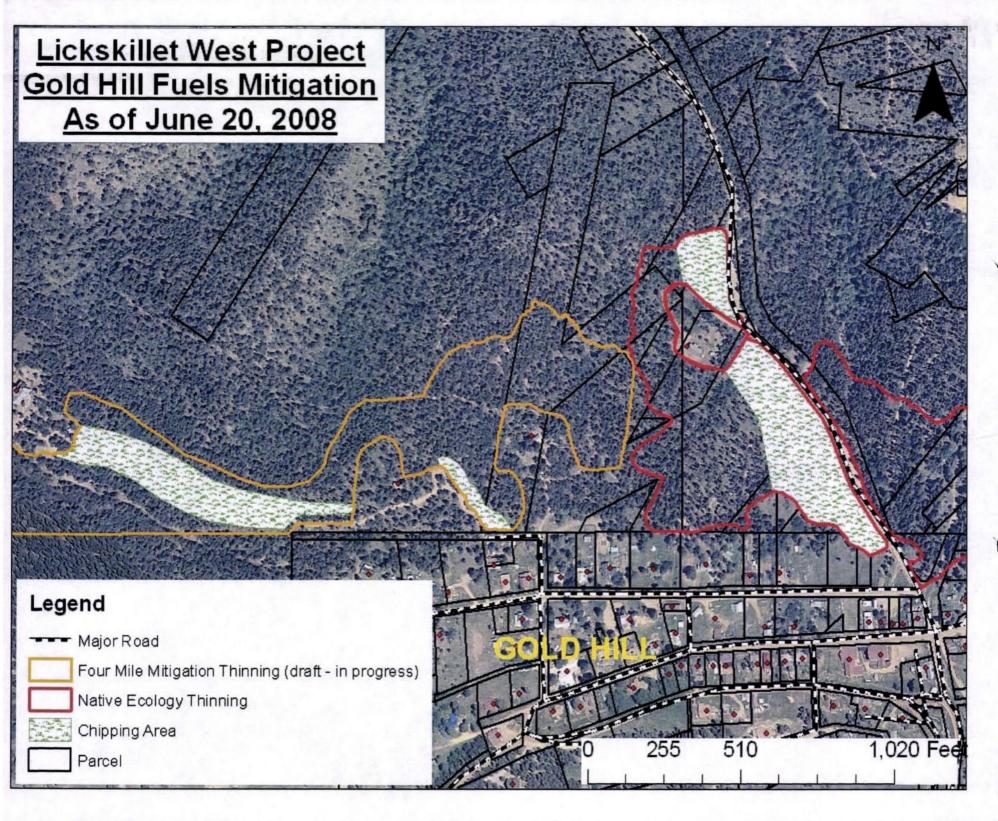
EMPLOYMENT: Locals are encouraged to apply for positions in the fields of construction, day labor, retail sales, fast food, security, campground maintainance and horticulture.

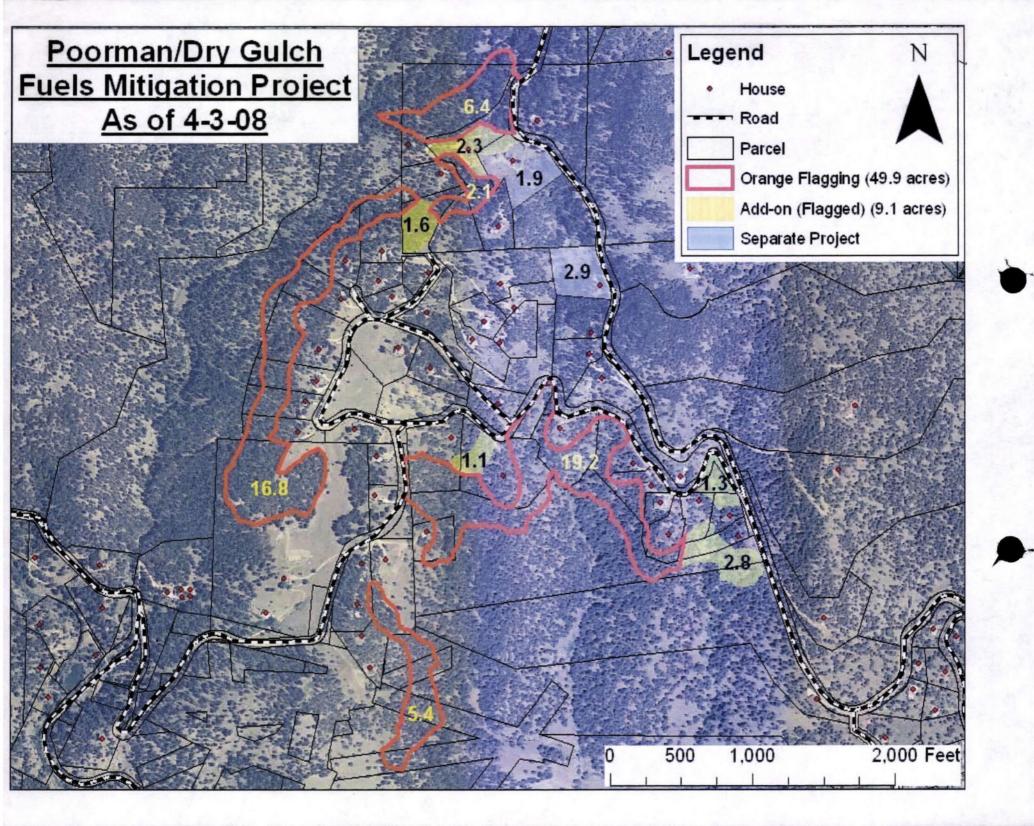
MEDICAL FACILITIES: The number of cannabis dispensaries and cannabis day-spas in the Historic Old West Mining Village shall be limited to five, except during festival weekends.

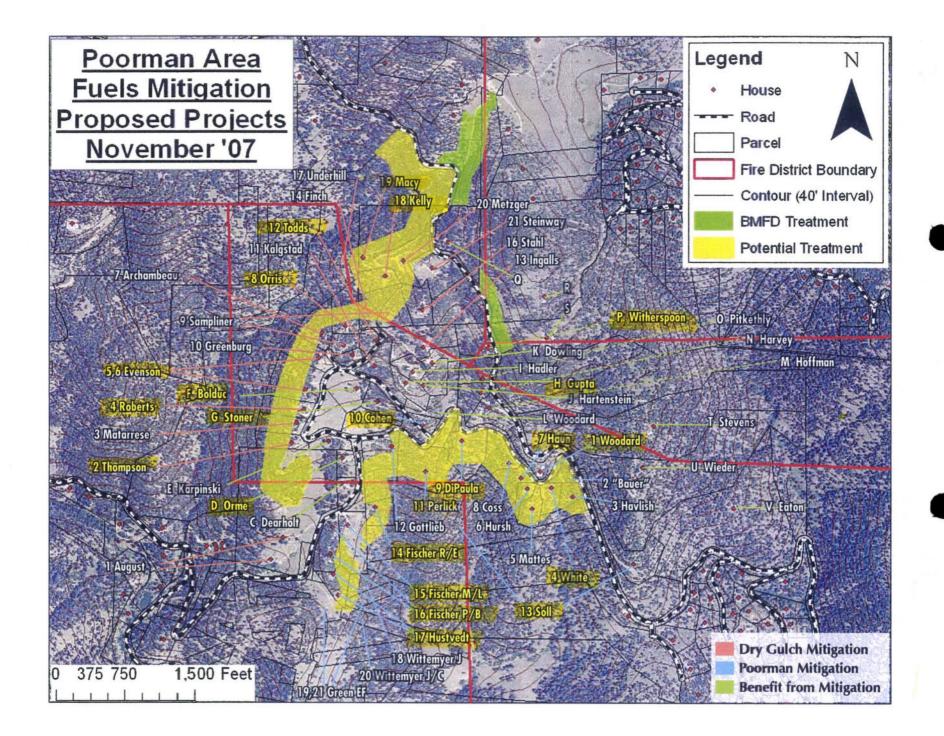
SECURITY: Blackjack Security Services is conducting hourly patrols of your neighborhood and will operate a traffic checkpoint in partnership with deputized peace officers from the Truth Consciousness Ashram. You will be issued an identification card which, when presented to the guards in a respectful manner, will grant you free access to the Switzerland Trail and all points beyond.

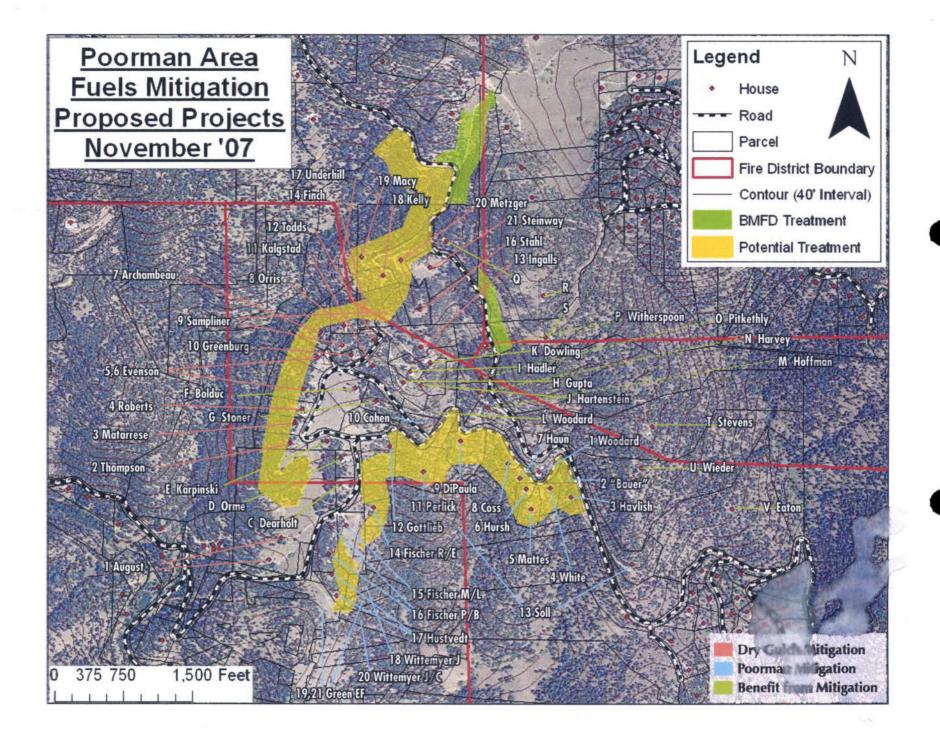
Thanking you in advance for your cooperation,

Historic Mining Towns of America 17463 Beltway Parkway Dr. Houston TX 76010









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CSFS #901 M Register (02/06)		E-MAIL ADDRESS	5 then zewhold and June JF August. US Share dectrons	supertet-colorado. On favid hustvedt @ hobmai Rockynromosan e mac.a dianawanispertel. Net LSLarsen@ and. com Boulderpaul @ aolian ephilips e balder auntions 3	
CSFS	ERVICE	PHONE# 303 415 252	1 101.18	3-442 2814 3-442 2814 2-938-9112 2-944-886 2-946-5751 2-944-9488 2-440-5751	
1 brach	COLORADO STATE FOREST SERVICE COOPERATOR MEETING REGISTER	\$25 Permer RJ	COTHER RAL	967 Junshins Lefu. 967 JoornAN 398 2EDNADS 3039 Sunshire Compan 121 Leonard's Road 928 POOrman 90 Box 477	
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Meeting Purpose: Comunity M Meeting Date: 5 Mach 2000 Page of		Mante: (Please Sign)	Jundlick Who have Tom Washerd Jorn Stan Aucust Norwervonve Haum Steve Startion	DAVID HUSTNEDT DAVID HUSTNEDT Rik hlitherspoor Rik hlitherspoor Buvie Lausen Buvie Lausen Eric Philos	

17

CSFS #901 M Register (02/06)

Meeting Purpose: _____ Meeting Date: _____ Page ____ of ____

COLORADO STATE FOREST SERVICE COOPERATOR MEETING REGISTER

<u>NAME:</u> (Please Sign)	AFFILIATION	ADDRESS	PHONE #	E-MAIL ADDRESS	1-WAY MII TO MEETI
Vera Evenson	PVFD	268 Leonado R	d 3-443-89	68 theevenso	NS
Bette L. HADLEN	2 PUFD	104 Old Sunshine to			
DAVID HADLER	PVEN	u u		>Better Hadlerera	olorado.edu
Paul Roberts,	1.	324 Leonards Rd	3-449-676	3 psoleto oather	7
Susan Roberts	4	41		rosieredeatt, w	1
Brian Underhill		300 Anapalioe	3/443-0936	BQU-hill. net	
Sychery Maay		3367 Sunshine Cy.		sud@tcf-colorado.c	
TomFinch		3375 Sunshine Cyn.	3/449-7050	thomas funch Qyaha	
Ken Kelly		3769 Soushine	3/442-8784	Kelly Km Ceartha	
INGRID DIPAULA	PVFD	345 POORMAN	303.442.8058	POOLGIRLED IONSKY.	
Jia Gottlieb		651 Prorman	3.444.7388	intouch Diamd. con	
MARCO MONTAWARZ		724 WAGONWHEELG		MMONTANACM	
David Cohen	11	16 Leonards Rd	3034139394		
DAVIDPERLICK	PVFP	515 POORMAN'RD	3.522-1697	perfickessparte	
JOHN METZGER	Sunshine	3365 smshine	3.440-1921	john @ metzg	-
Laurie Larsen	PVFD	121 Leonard's Rd.	3.938.912	L'SLarsen @all.a	
Kocm THOMPSON	POURMAN/BLDI				
Taren Lowling	FUED	08 Costorio N.E	3-4494485	1	
Ben Blaugrund	GHEPD	14800 Gold Hill Rd	3/258-8410	benblaugrundegr	rail. COM
Jay Orris	PUFD	101 Model T Rd	3/638-7384	jayorn's @ wisperted. not	
Aris Labson	GIFFD	510 fine St. Gdallt	3-545-9670	Kakeewee Onet	sero enet
		·			

Summary - PO S038951

S038951

PO/Reference No. Supplier

FOUR MILE FIRE PROTECTION DIST



PO/Reference No.	General Information			ation	Billing/Payment			
ronkeleience No.	S038951	Ship To			Bill To			
Revision No.	0	Attention: Kare	n Carlin		Accounts I			
Priority	Normal	Building: 1050 Room Number:			Colorado S	State Univ pus Delivery		
Supplier Name	FOUR MILE FIRE PROT	ECTION Department: 50	60		Fort Collins, CO 80523-			
	DIST	Colorado State	Colorado State University 200 West Lake Street 0001 Campus Delivery			6003 United States		
Address	NO-USE V0000							
	X, CO US	Fort Collins, CO						
Phone		United States			BillTo	AP		
Supplier Fax No.					Address			
Purchase Order Date	6/8/2009	ShipTo Address	0001-1		Code			
Total	8,278.61 USD	Code				and the second		
Requisition Number 11257975					Billing Op			
		Delivery Option	IS		Accounting Date			
Contact Information		Expedite	x			004 0 Net 20		
Owner Name			ier-Best	Payment Terms	0% 0, Net 30			
Owner Phone	+1 (970) 491-3006		Way		F.O.B.	Destination		
Owner Email	Karen.Carlin@ColoStat	e.EDU Delivery						
	Distribution Infor	mation	1	Su	pplier Info	rmation		
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O7CPG SFA-NFP CG	Account 530942 52 -USDA-USFS-FOREST RES	SEARCH Line Item Details Catalog Siz	aging	598(Unit Price	Quantity			
O7CPG SFA-NFP CG Product Descrip 1 ✓ CHECK ORDER R	Account 530942 52 -USDA-USFS-FOREST RES otion REQUESTS (AFE) 🗐 🕄	SEARCH Line Item Details Catalog Siz No Pack	aging	598(Unit Price 78.61 USD	Quantity	278.61 USD		
O7CPG SFA-NFP CG Product Descrip 4 ✓ CHECK ORDER R AFE 3-P	Account 530942 52 -USDA-USFS-FOREST RES otion REQUESTS (AFE)	SEARCH Line Item Details Catalog Siz No Pack xable X	aging 8,27	5980 Unit Price 78.61 USD Requisition	Quantity	278.61 USD		
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	COOPERATIVE MATCH PROJECT; State Fire Assistance (a.k.a. SFA); Project #		
	530942-001-BO; 07CPG SFA-NFP CG2; FINAL PAYMENT		
Unit of	Lot		
Measure			
Measure		Subtotal	8,278.61
Measure		Subtotal Shipping	8,278.61 0.00
Measure			

Form 828 - Rev.03/08/07





Colorado State Forest Service Program Payment Request

Bureau of Land Management Task Order Program		1 4 7 - 1
Volunteer or Rural Fire Assistance (a.k.a.: VFA/RFA)		
Forest Land Enhancement Program (a.k.a.: FLEP)		
Insect and Disease Prevention and Suppression Program		
State Fire Assistance (a.k.a.: SFA)	X	N
Front Range Fuels Treatment Partnership (a.k.a.: FRFTP)		
Stevens Fuels Treatment Funds	1	
Cooperative Fire Agreement (Active Fire Suppression Cooperators; CRS#R-24-103-206-01)		S. S. W.W.
Checked for Federal suspension and debarment (State Office) http://www.epis.	gov/	05-19-09 kcs 06-03-09
		KC
Four Mile Fire Protection District		06-03-09
		ved for Paymer
	ppro	ved for Paymer C.S.F.S.
Box 87 Four Mile Canyon Drive	ppro	ved for Paymer

The above named has submitted a project application that has been reviewed and approved by the Colorado State Forest Service for funding from Federal Assistance.

Grant Number: 530942-001 - 80 Cooperator Match: \$9,271.39 ~ For 1
Approved Funding: \$50,000 ~ Total Project: \$17,550.00 ~ Cycl
CSFS Account Number: 23/2/2010 Amount of Payment: \$8,278,61~
Circle one: 1 st Payment 2 nd Payment 3 rd Payment Final Payment
Approved by (Program manager signature) Bate: 5/19/09.

Colorado State Forest Service Colorado State University Fort Collins ~ Colorado 80523-5060 ~ (970) 491-6303 ~ FAX: (970) 491-7736 EXHIBIT B

GRANT REPORT/REIMBURSEMENT REQUEST

COMPETITIVE GRANTS

Project Number: 530942-001

In order to receive reimbursement, you <u>must</u> provide documentation supporting your expenditures covered by this initial disbursement and the corresponding match. You may request reimbursement on a monthly basis as you incur expenses, however the final 10% of the award amount will not be released until the final closeout report is received and accepted. Reimbursement requests must be accompanied by receipts for costs incurred and documentation of matching funds. Federal Funds <u>cannot</u> be used as sources for meeting the cost sharing (matching) provisions. <u>Matching Funds are expenses for goods, services and labor necessary for project implementation and incurred by the applicant which are not reimbursed with Federal Funds.</u>

1. Project #: 530942-001 2. Project Funding Amount: \$50,000 3. Community Protected: Put men Box 87 Four Mile Conyon Orive To: 3/9/09 4. Make Payment To: Name: Address: Boulder, Colorado 80301 6. What was accomplished? (Quantity or Status of Project. Please provide a description of accomplishments. Please be specific and report numbers such as acres treated, numbers of defensible spaces, tons of cubic feet or yards of slash collected, number of presentations, number of plans written. Attach additional sheets as necessary.) A total of 27 aves was completed during this grant cycle. All work was done to CSF3 standards and inspected by CSFS torester. All slosh piles created by this project work were burned in March/April of 2009 by the Four Mile Fire Crew. Over 500 piles were burned. Treatment by the road also included chipping and firewood remuted. A total of 73 acres have been treated with the \$50,000 of this great. Reimbursement Request: \$8 278 (a) 7. Reimbursement Request: \$8;278.61 Project to Date Reimbursement Request Amount cannot exceed the total Project obligation as identified in the Project Document. The Total Reimbursement Request Amount cannot exceed the Total Matching Funds amount for the period being billed. Current Period Project to Date Reimbursement Reimbursement Matching Funds **Total Costs** Matching Funds **Total Costs** Amount Requested Amount Requested For Out of Pocket Cash Donated For Out of Pocket Cash Donated (Inkind match) Expenses (hard match) Expenses (hard match) (Inkind match Labor* not included not included 29.927.64 59.855.28 29.937.64 \$ 8,278.61 \$9,271.39 not included \$17,550.00 Material** 20,072,36 21,065.14 41,137.50 \$17,550.00 50,000.00 50,992.78 \$ 8,278.6 \$9,271.39 100992 Total 78 Donated time and materials can only be counted towards the matching component. * Use actual costs or \$18.77/hour for donated or volunteers' time. ** Use actual costs or fair market value of donated materials, supplies, or equipment use. 8. Amount Paid to CSFS for Products and/Or Services: \$ 2,669.00 9. I request reimbursement in the amount of \$ 8, 278, 61 for the work completed and documented above. I certify that to the best of my knowledge and belief this report is correct and complete an that all outlays reported are for the purposes set forth in the project documents. Date: Signature: All expenses are true and accurate and all cost share is true and accurate 10. Certification (To be completed by CSFS District): Work meets minimum standards as set forth by CSFS. Date: 5 - 11-09 Signature: Roll Rev. March 2008

Daylight Again Fire Mitigation

Restoration Forestry Tools and Equipment

3660 Sugarloaf Road Boulder, CO 80302-9296 Phone 303.546.0249

TO: Bret Gibson Four Mile Fire Department 87 Four Mile Canyon Drive Boulder, CO 80302 www.FourMileFire.org

INVOICE

INVOICE #752 DATE: JANUARY 14, 2009

SHIP TO: Bret Gibson Four Mile Fire Department 87 Four Mile Canyon Drive Boulder, CO 80302 www.FourMileFire.org

COMMENTS OR SPECIAL INSTRUCTIONS: PLEASE NOTE ALL SALES ARE SALES TAX EXEMPT

SALESPERSON	P.O. NUMBER	REQUISITIONER	SHIPPED VIA	F.O.B. POINT	TERMS
		3 10 10 10 L			Due on receipt

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
27 Acres	9 Stihl Chainsaws with all Oils and complete maintenance	\$100	\$2700.00
27 Acres	Personal Protective Equipment for 4 Sawyers and 5 swampers	\$20	\$540.00
27 Acres	Job Boxes, Small and Hand Tools, Emergency Equipment	\$5	\$135.00
27 Acres	GMC 5500 Chip Truck	\$175	\$4725.00
27 Acres	BearCat 12 inch Chipper with complete maintenance	\$350	\$9450.00
		S 10 1 1 1 1 1 1	
		and the second	
1.1.1.1.1.1		1 Barting	
		SUBTOTAL	\$17,550.00
		SALES TAX	

SHIPPING & HANDLING TOTAL DUE \$17,550.00

Make all checks payable to Daylight Again Fire Mitigation, LLC

THES INVOLGE IS FOR THE PLEASE NOTE: Thank you for your business! FIVAL PERIOS: 07/11/08 - 10/20/08

Form 828 - Rev.03/08/07

Name:



Colorado State Forest Service Program Payment Request

GRANT PROGRAM (CHECK APPROPRIATE PROGRAM TYPE):	
Bureau of Land Management Task Order Program	
Volunteer or Rural Fire Assistance (a.k.a.: VFA/RFA)	
Forest Land Enhancement Program (a.k.a.: FLEP)	
Insect and Disease Prevention and Suppression Program	
State Fire Assistance (a.k.a.: SFA)	
Front Range Fuels Treatment Partnership (a.k.a.: FRFTP)	
Stevens Fuels Treatment Funds	
Cooperative Fire Agreement (Active Fire Suppression Cooperators; CRS#R-24-103-206-01)	
Checked for Federal suspension and debarment (State Office) http://www.epls.g	ov/
Four Mile Fire Protection District	

Address: Box 87 Four Mile Canyon Drive

Boulder, CO 80302

The above named has submitted a project application that has been reviewed and approved by the Colorado State Forest Service for funding from Federal Assistance.

Grant Number: 530942-001	Cooperator Match: \$9,271,39	For this
Approved Funding: #50,000	Total Project:	> reinbursent cycle
CSFS Account Number: 536730-5980	Amount of Payment: $\$8,278,61$	(
Circle one: 1 st Payment 2 nd Payment	3 rd Payment Final Payment	
Approved by(Program manager signature)		

Colorado State Forest Service

Colorado State University Fort Collins ~ Colorado 80523-5060 ~ (970) 491-6303 ~ FAX: (970) 491-7736

EXHIBIT B GRANT REPORT/REIMBURSEMENT REQUEST

COMPETITIVE GRANTS

Project Number: 530942-001

In order to receive reimbursement, you <u>must</u> provide documentation supporting your expenditures covered by this initial disbursement and the corresponding match. You may request reimbursement on a monthly basis as you incur expenses, however the final 10% of the award amount will not be released until the final closeout report is received and accepted. Reimbursement requests must be accompanied by receipts for costs incurred and documentation of matching funds. Federal Funds <u>cannot</u> be used as sources for meeting the cost sharing (matching) provisions. <u>Matching Funds are expenses for goods, services and labor necessary for project implementation and incurred by the applicant which are not reimbursed with Federal Funds.</u>

. Project #: 530942-001	2. Project Funding Amount: \$50,000 3. Community Protected: Purmer	
Address: Box 87 Fo	Fire Protection District Four M4: le Conyon Orive To: 3/9/09 clarado 80302	

6. What was accomplished? (Quantity or Status of Project. Please provide a description of accomplishments. Please be specific and report numbers such as acres treated, numbers of defensible spaces, tons of cubic feet or yards of slash collected, number of presentations, number of plans written. Attach additional sheets as necessary.)

A total of 27 aces was completed during this grant cycle. All
work was done to CSFS standards and inspected by CSFS torester.
All slosh piles created by this project work were burned in
March / April of 2009 by the Four mile Fire Crev. Over 500 piles
March/April of 2009 by the Four Mile Fire Crev. Over 500 piles were burned. Treatment by the road also included chipping
and firewood removal. A total of 73 acres have been treated with the \$50,000 of this grant.
with the \$50,000 of this grant.

^{7.} Reimbursement Request: \$8, 278, 61

Project to Date Reimbursement Request Amount cannot exceed the total Project obligation as identified in the Project Document. The Total Reimbursement Request Amount cannot exceed the Total Matching Funds amount for the period being billed.

		Current Pe	eriod		Project to Date					
	Reimbursement Amount Requested	Matchin	g Funds	Total Costs	Reimbursement Amount Requested	Matching	Total Costs			
	For Out of Pocket Expenses	Cash (hard match)	Donated (Inkind match)		For Out of Pocket Expenses	Cash Donated (hard match) (Inkind match)				
Labor*	-	not included	not included	-	29,927,64	29,937.64	-	59,855.28		
Material**	\$ 8,278.61	\$9,271.39		\$17,550,00	20,072,36	21,065.14	-	41,137.50		
Total	\$ 8,278.61	\$ 9,271.39	-	\$17,550.00	50,000.00	50,992.78	,	100992.78		

* Use actual costs or \$18.77/hour for donated or volunteers' time.

** Use actual costs or fair market value of donated materials, supplies, or equipment use

8. Amount Paid to CSFS for Products and/Or Services : \$ 2,669.00

9. I request reimbursement in the amount of $\frac{8}{8}$, $\frac{2}{2}$, $\frac{7}{8}$, $\frac{6}{6}$ for the work completed and documented above. I certify that to the best of my knowledge and better this report is correct and complete an that all outlays reported are for the purposes set forth in the project documents.

Date: 5 - 11-09

Date

All expenses are true and accurate and all cost share is true and accurate.

10. Certification (To be completed by CSFS District):

Work meets minimum standards as set forth by CSFS.

Signature:

Signature:

Rev. March 2008

Daylight Again Fire Mitigation

Restoration Forestry Tools and Equipment

3660 Sugarloaf Road Boulder, CO 80302-9296 Phone 303.546.0249

TO: Bret Gibson Four Mile Fire Department 87 Four Mile Canyon Drive Boulder, CO 80302 www.FourMileFire.org

SHIP TO: Bret Gibson

Four Mile Fire Department 87 Four Mile Canyon Drive Boulder, CO 80302 www.FourMileFire.org

COMMENTS OR SPECIAL INSTRUCTIONS: PLEASE NOTE ALL SALES ARE SALES TAX EXEMPT

SALESPERSON	P.O. NUMBER	REQUISITIONER	SHIPPED VIA	F.O.B. POINT	TERMS
100 M				and the second	Due on receipt

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
27 Acres	9 Stihl Chainsaws with all Oils and complete maintenance	\$100	\$2700.00
27 Acres	Personal Protective Equipment for 4 Sawyers and 5 swampers	\$20	\$540.00
27 Acres	Job Boxes, Small and Hand Tools, Emergency Equipment	\$5	\$135.00
27 Acres	GMC 5500 Chip Truck	\$175	\$4725.00
27 Acres	BearCat 12 inch Chipper with complete maintenance	\$350	\$9450.00
		SUBTOTAL	\$17,550.00
		SALES TAX	

SHIPPING & HANDLING TOTAL DUE

\$17,550.00

Make all checks payable to Daylight Again Fire Mitigation, LLC THES INVOEGE IS FOR THE Thank you for your business! FIVAL PERIOD: 07/11/08 - 10/20/08

PLEASE NOTE:

INVOICE

INVOICE #752 DATE: JANUARY 14, 2009 Form 828 - Rev.03/08/07

Col	orada
	orado
	State
	University

Colorado State Forest Service Program Payment Request

	GRANT PROGRAM (CHECK APPROPRIATE PROGRAM TYPE):							
	Bureau of Land Management Task Order Program	1						
	Volunteer or Rural Fire Assistance (a.k.a.: VFA/RFA)							
	Forest Land Enhancement Program (a.k.a.: FLEP)							
	Insect and Disease Prevention and Suppression Program	-						
	State Fire Assistance (a.k.a.: SFA)							
	Front Range Fuels Treatment Partnership (a.k.a.: FRFTP)	X						
25	Stevens Fuels Treatment Funds							
	Cooperative Fire Agreement (Active Fire Suppression Cooperators; CRS#R- 24-103-206-01)							
	Checked for Federal suspension and debarment (State Office) http://www.epls.g							
Name:	Four Mile Fire Protection District	UV/						
Address:	Box 87 Four Mile Conyon Drive							
	Bosite, 60 80302							

The above named has submitted a project application that has been reviewed and approved by the Colorado State Forest Service for funding from Federal Assistance.

Grant Number: 530943-001	Cooperator Match: \$41,721.39 (to date)
Approved Funding: 850,000	Total Project: \$83,442.78 (to do te)
CSFS Account Number: 536730-50	
Circle one: 1 st Payment 2 nd Payment	(hele # 712766 3rd Payment Final Payment col on 1215 of Assorr
Approved by(Program manager signature)	Date:

Colorado State Forest Service

Colorado State University Fort Collins ~ Colorado 80523-5060 ~ (970) 491-6303 ~ FAX: (970) 491-7736

ATTACHMENT B

GRANT REPORT/REIMBURSEMENT REQUEST

WSFM COMPETITIVE GRANTS

Subaward No. G5-3

In order to receive reimbursement, you must provide documentation supporting your expenditures covered by this initial disbursement and the corresponding match. You may request reimbursement on a monthly basis as you incur expenses, however the final 10% of the award amount will not be released until the final closeout report is received and accepted. Reimbursement requests must be accompanied by receipts for costs incurred and documentation of matching funds. Federal Funds cannot be used as sources for meeting the cost sharing (matching) provisions. Matching Funds are expenses for goods, services and labor necessary for project implementation and incurred by the applicant which are

. Grant Award	550942-001	2. Total Award Amount:	50,000	3. Community Protected:	Pine Brook Hills,
. Make Paymer			5. Period of Perfo		Poorman, Gold Hill
Name: Address:	4 Mile Fire Prote Box 87 Four Mil Boulder, Colorad	le Canyon Drive	From: To:	3/25/2008 7/10/2008	

was accomplished? (Quantity or Status of Project. Please provide a description of accomplishments. Please be specific and report numbers such as acres treated, numbers of defensible spaces, tons of cubic feet or yards of slash collected, number of presentations, number of plans written. Attach additional sheets as necessary.)

A total of 46 acres was completed during this grant cycle. Boulder Mountain FD mitigation crew completed 4 acres of work in the BMFD portion of the Poorman project adjacent to the Pine Brook Hills community. Four Mile FD mitigation crew completed 26 acres of work in the Four Mile portion of the Poorman project. Four Mile FD mitigation crew also completed 16 acres of fuel break north of the Gold Hill community as part of the Lickskillet project. An additional 25.5 shaded fuel break acres will be completed in the Poorman community by the close out of this grant award. All work was completed to CSFS shaded fuel break standards and inspected by CSFS forester. Priority was given to ladder fuel removal, tree spacing, and insect and disease removal. Approximately half of the slash was piled for winter burning and half was chipped and broadcast on site. Logs greater than 6 inches in diameter were stacked, contoured, collected for firewood by property owners, or chipped. It is estimated that

7. Reimbursement Request:

\$36,956.39

Project to Date Reimbursement Request Amount cannot exceed the total award obligation as identified in the Award Document. The Total Reimbursement Request Amount cannot exceed the Total Matching Funds amount for the period being billed.

		Current Period	Project to Date			
2	Reimbursement Request Amount	Matching Funds	Total Costs	Reimbursement Request Amount	Project to Date Matching Funds	Total Costs
Labor*	25,162.64	25,162.64	50,325.28			rotar Costs
Material**	11,793.75			29,927.64	29,927.64	59,855.2
Total	36,956,39	11,793.75	23,587.50	11,793.75	11,793.75	23,587.5
nated time and a	Datariala con colul	36,956.39	73,912.78	41,721.39	41,721.39	83 442 7

and materials can only be counted towards the matching component.

* Use actual costs or \$17.55/hour for donated or volunteers' time.

** Use actual costs or fair market value of donated materials, supplies, or equipment use.

8. Amount Paid to CSFS for Products and/Or Services : \$2,669.00

9. I request reimbursement in the amount of \$36,956.39 or the work completed and documented above. I certify that to the best of my knowledge and belief this report is correct and complete an that all outlays reported are for the purposes set forth in the grant award documents.

Signature: Four mile FPD Date: 7/10/08

10. Certification (To be completed by CSFS District):

Signature:

/10/2008

Work meets minimum standards as set forth by CSFS.

HA Bu

Date: 7/10/08

530942-001

SFA WSFM Competitue Grant

Form D

LANDOWNER ASSISTANCE PROGRAMS COST DOCUMENTATION

I have incurred the following expenses for completion of the LOA Program practice for which I have been funded. These expenses are itemized below. Labor rate to be used if landowner is doing the work is \$17.55/hr. Separate expenses by component (activity). Attach receipts.

	R	only	for Fourth;
	Summiny of all ottended downerstation	Land	owner Signature
ate By Whor	n: Activity/Expense:		
	Pourman 1	Hours	Expenses
	Pourman 2	195.5	5,292,97
	fourmon 3	236.25	
	Pourmen 4		
	Buorman 5	186	2, CI5,35
	Pourman 6	81	360.08
	lourman 7	GI	1,096.45
	loorman 8	17	825.76
	Poorman 9	63	391.22
	Pupermon 10	C 75	
	rourman II (Equipment)	0.73	155.34
	Poormen 12 (CSFS invoice)		1,863.00
	Subtota)		37, 737,28
			51, 51, 25
	Gold Hall 1 (Project involve)		18,400.00
	Goro Mill & (Chippin invoire)		2 000,00
			3,000.00
	Gold Hill 4 (CSFS : prove)		807.00
	Subtohl		24,267,00
	Boulde man 1		
	Bills Mith	51	2,346.00
	Boulder min 2 D-together Boulder min 2 D-together	835	3,841,00
	Boulder min 2	39.5), 817.00
	2	44.5	2,277.00
		11.5	86250
		11	825.00
	Subtotal		11,968.50

D. LASKY

date	raw hours	project	unit	activity	hours	hourly rate hrs sub total	raw pay	payroll (35.
04/04/08	0800-1700	Poorman	Unit 1	Sawyer	9	\$20		
04/08/08	0700-1530	Poorman	Unit 1	Sawyer	8	\$20		
04/09/08	0800-1700	Poorman	Unit 1	Sawyer	8	\$20		
04/14/08	0730-1615	Poorman	Unit 1	Sawyer	8	\$20		
04/15/08	0900-1700	Poorman	Unit 1	Sawyer	8	\$20		
04/16/08	0800-1415	Poorman	Unit 1	Sawyer	8	\$20		
04/18/08	0830-1700	Poorman	Unit 1	Sawyer	8	\$20		
04/21/08	0800-1700	Poorman	Unit 1	Sawyer	8	\$20		
04/22/08	0930-1500	Poorman	Unit 1	Sawyer	8	\$20		
04/22/08	1500-1700	Poorman	Unit 2	Org and Sawyer	2	\$20		
04/23/08	1000-1700	Poorman	Unit 2	Sawyer	7	\$20		
04/24/08	0800-1700	Poorman	Unit 2	Sawyer	9	\$20		
04/25/08	0800-1700	Poorman	Unit 2	Org and Logistics	9	\$20		
04/28/08	0930-1700	Poorman	Unit 2	Sawyer	7.5	\$20		
04/30/08	0800-1700	Poorman	Unit 2	Sawyer	9	\$20		
5/1/2008	0730-1000	Poorman	Unit 2	Chipping	2.5	\$20		
5/8/2008	1230-1700	Poorman	Unit 2	sawyer	4.5	\$20		
05/19/08	0800-1700	Poorman	Unit 2	sawyer	9	\$20		
06/23/08	0800-1700	Poorman	Unit 2	Sawyer	9	\$20		
06/24/08	0800-1000	Poorman	Unit 2	Sawyer	2	\$20		
06/24/08	1000-1700	Poorman	Unit 2	Org and Logisitics	7	\$20		
06/25/08	1000-1230	Poorman	Unit 2	Sawyer	2.5	\$20		4
06/26/08	1330-1700	Poorman	Unit 2	Sawyer	3.5	\$20		
06/27/08	0800-1700	Poorman	Unit 2	Sawyer	9	\$20		
06/30/08	1300-1700	Poorman	Unit 2	Sawyer	4	\$20	2	
07/01/08	1200-1500	Poorman	Unit 2	chipping	3	\$20		
07/07/08	1200-1700	Poorman	Unit 2	chipping	5	\$20		
07/08/08	0800-1100	Poorman	Unit 2	Sawyer	3	\$20		
07/08/08	1100-1700	Poorman	Unit 2	Org and Logistics	6	\$20		
07/09/08	0800-1100	Poorman	Unit 2	Org and Logistics	3	\$20		
07/09/08	1100-1700	Poorman	Unit 2	Sawyer	6			
				Sur jei	195.5	\$20		
					199.9	\$3	3,910.00 \$	5,292.97

\$3,910.00 \$5,292.97

FROM : ICE-OCE-SFS-TON-LQ

1 w

T. GARFSALD

date	raw hours	project	unit	activity	paid hours	hourly rate	hrs sub total		
04/04/08	1000-1700	Poorman	Unit 1	pile build, limber	7	\$10	ma sub (otal	raw pay	payroll (35.
04/08/08	0730-1700	Poorman	Unit 1	pile build, limber	9	\$10		*	
04/09/08	0800-1700	Poorman	Unit 1	pile build, limber	9	\$10			
04/14/08	0815-1700	Poorman	Unit 1	pile build, limber	8.75	\$10	1.00		
04/15/08	0800-1700	Poorman	Unit 1	pile build, limber	9	\$10			
04/16/08	0800-1415	Poorman	Unit 1	pile build, limber	6.25	\$10			
04/18/08	0800-1700	Poorman	Unit 1	pile build, limber	9	\$10			
04/21/08	0800-1700	Poorman	Unit 1	pile build, limber	9	\$10			
04/22/08	0900-1500	Poorman	Unit 1	pile build, limber	6	\$10			
04/22/08	1500-1700	Poorman	Unit 2	pile build, limber	2	\$10			
04/23/08	0800-1700	Poorman	Uniit 2	pite build, limber	9	\$10			
04/24/08	0800-1700	Poorman	Unit 2	pile build, limber	9	\$10			
4/25/2008	0900-1630	Poorman	Unit 2	pile build, limber	7.5	\$10			
4/28/2008	0800-1700	Poorman	Unit 2	pile build, limber	9	\$10			
4/29/2008	1200-1700	Poorman	Unit 2	pile build, limber	5	\$10			
4/30/2008	0800-1700	Poorman	Unit 2	pile build, limber	9	\$10			
5/1/2008	0730-1000	Poorman	Unit 2	Chipping	2.5	\$10			
5/8/2008	1230-1700	Poorman	Unit 2	pile build, limber	4.5	\$10			
5/12/2008	0800-1700	Poorman	Unit 2	pile build, limber	9	\$10			
05/19/08	0800-1700	Poorman	Unit 2	pile build, limber	9	\$10	149 E C	1 405 00	****
06/24/08	0800-1345	Poorman	Unit 2	Sawyer/Swamper	5.75	\$13.50	140.3 \$	1,485.00	\$2,010.24
06/25/08	0800-1700	Poorman	Unit 2	Sawyer	9	\$13.50			
06/26/08	0800-1700	Poorman	Unit 2	Sawyer	9	\$13.50			
06/27/08	0800-1200	Poorman	Unit 2	Sawyer	4	\$13.50			
06/27/08	1200-1700	Poorman	Unit 2	Swamper	5	\$13.50			
06/30/08	0800-1700	Poorman	Unit 2	Sawyer/Swamper	9	\$13.50			
07/01/08	0800-1700	Poorman	Unit 2	Sawyer	9	\$13.50			
07/07/08	0800-1700	Poorman	Unit 2	Sawyer/Swamper	9	\$13.50			
07/08/08	0800-1700	Poorman	Unit 2	Sawyer/Swamper	9	\$13.50			÷
07/09/08	0800-1700	Poorman	Unit 2	Swamper	9	\$13.50	77.75 \$1	,049.63 \$	1,420.88

Pml

\$3,431.12

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								L.	PATINTEL
07/07/08	raw hours 1000-1700 0800-1700 0815-1700 0800-1700 <td< td=""><td>Project Poorman</td><td>unit Unit 1 Unit 2 Unit 2</td><td>pile build, limber</td><td>paid hours 7 9 9 8.75 9 6.25 9 9 6 2 9</td><td>hourly rate \$10 \$10 \$10 \$10 \$10 \$10 \$10 \$10 \$10 \$10</td><td><u>hrs sub total</u> 138.5 \$1</td><td><u>Faw pay</u></td><td>PASinter Dayroll (35.: \$1,874.87</td></td<>	Project Poorman	unit Unit 1 Unit 2 Unit 2	pile build, limber	paid hours 7 9 9 8.75 9 6.25 9 9 6 2 9	hourly rate \$10 \$10 \$10 \$10 \$10 \$10 \$10 \$10 \$10 \$10	<u>hrs sub total</u> 138.5 \$1	<u>Faw pay</u>	PASinter Dayroll (35.: \$1,874.87
07/09/08	0800-1700	Poorman	Unit 2 Unit 2	Sawyer/Swamper Swamper	9 9	\$12.00 \$12.00	98 \$1.1	176.00 \$	1 501 of
							+-,-		1,191.95

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Jul. 10 2008 02:11PM P4

\$3,466.82

J. BRATTEN

date	raw hours	project	unit	activity			and the second		
04/04/08		Poorman	Unit 1	pile build, limber	hours	hourly rate	hrs sub total	raw par	y payroll (35.
04/08/08	0800-1200	Poorman	Unit 1	pile build, limber	7	\$10			
04/09/08	0800-1200	Poorman	Unit 1	pile build, limber	4	\$10			
04/14/08	0815-1700	Poorman	Unit 1	pile build, limber	4	\$10			
04/15/08	0800-1700	Poorman	Unit 1	pile build, limber	8.75	\$10			
04/16/08	0800-1415	Poorman	Unit 1	pile build, limber	9	\$10			
04/18/08	0800-1200	Poorman	Unit 1	pile build, limber	6.25	\$10			
04/21/08	0800-1700	Poorman	Unit 1	pile build, limber	4	\$10			
04/23/08	0800-1700	Poorman	Uniit 2	pile build, limber	9	\$10			
04/24/08	0800-1700	Poorman	Unit 2	pile build, limber	9	\$10			
4/25/2008	0900-1630	Poorman	Unit 2		9	\$10			
4/28/2008	0800-1700	Poorman	Unit 2	pile build, limber	7.5	\$10			
4/29/2008	1200-1700	Poorman	Unit 2	pile build, limber	9	\$10			
4/30/2008	0800-1700	Poorman	Unit 2	pile build, limber	5	\$10			
5/8/2008	1230-1700	Poorman	Unit 2	pile build, limber	9	\$10			
5/12/2008	0800-1700	Poorman	Unit 2	pile build, limber	4.5	\$10			
06/24/08	0800-1700	Poorman	Unit 2	pile build, limber	9	\$10	114	\$1,140	\$1,543.22
06/25/08	0800-1700	Poorman	Unit 2	Swamper	9	\$11	-+ -		
06/26/08	0800-1200	Poorman	Unit 2	swamper	9	\$11			
06/27/08	1200-1700	Poorman	Unit 2	swamper	4	\$11			
06/30/08	0800-1700	Poorman	Unit 2	Swamper	5	\$11			
07/01/08	0800-1700	Poorman	Unit 2	Swamper	9	\$11			
7/2/2008	0800-1700	Poorman	Unit 2	swamper	9	\$11 -			2
07/08/08	0800-1700	Poorman	Unit 2	swamper	9	\$11			
07/09/08	0800-1700	Poorman	Unit 2	Swamper	9	\$11			
	1		Unit 2	Swamper	9	\$11.00	72	\$792	\$1.072.13

PMY

date

B. HABBASTICK

<u>date</u> 04/08/08 4/29/2004 5/8/2008 5/12/2008	<u>raw hours</u> 0900-1700 1230-1700 1230-1700 1400-1700	<u>project</u> Poorman poorman Poorman Poorman	<u>unit</u> Unit 1 unit 2 Unit 2 Unit 2	<u>activity</u> sawyer sawyer sawyer sawyer	hours 7 4.5 4.5 3	hourly rate \$14 \$14 \$14 \$14 \$14	<u>hrs sub total</u> 19	<u>raw pay</u> 266	<u>payroll (35.</u> \$360.08	-
---	--	--	---	---	-------------------------------	---	----------------------------	-----------------------	---------------------------------	---

SWJ

JW GRAYSON

06/24/0	raw hours 8 0800-1700 8 0800-1700	Poorman Poorman	unit 2 Unit 2 Unit 2	<u>activity</u> swamper Swamper	<u>ald hou</u> 9 9	<u>hourly rate</u> \$10	hrs sub total	raw pay payroll (35.37%)
06/25/0	8 0800-1700 8 0800-1200	Poorman Poorman	Unit 2 Unit 2	swamper	9	\$10 \$10		
06/27/0	8 1200-1700 8 0800-1700	Poorman	Unit 2	swamper Swamper	4 5	\$10 \$10		
07/01/0	8 0800-1700	Poorman	Unit 2 Unit 2	Swamper Swamper	9 9	\$10 \$10		· 2
07/08/0	8 0800-1700 8 0800-1700	Poorman	Unit 2 Unit 2	swamper Swamper	9	\$10	1	
07/09/0	8 0800-1700	Poorman	Unit 2	Swamper	9	\$10 \$10	81	\$810 \$1.096.45

FAX NO. : 303 447 8322

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Pmb

A. LYLR

date	raw hours	project	unit	activity	aid hou	hourly rate hrs sub total	-		ti Città
06/24/08		Poorman	Unit 2	Swamper	9	\$10.00	raw pay	payroll (35.37%	9
06/25/08		Poorman	Unit 2	swamper	7	\$10.00	7		
06/30/08		Poorman	Unit 2	Swamper	9	\$10.00			
07/01/08	0800-1700	Poorman	Unit 2	swamper	9	\$10.00			
7/2/2008	0800-1700	Poorman	Unit 2	swamper	9	The second s			
07/07/08	0800-1200	Poorman	Unit 2	Swamper	4	\$10.00			
07/07/08	1200-1700	Poorman	Unit 2	chipping		\$10.00			
07/09/08	0800-1700	Poorman	Unit 2	Swamper	5	\$10.00			
				Swamper	9	\$10.00 61	\$610	\$825.76	

REAL ALL

1. 10 2008 02:12PM P8

<u>Derrore from an Unit 2</u> Sawyer 9 \$17 7/3/2009 0800-1600 Poorman Unit 2 Sawyer 8 \$17 17 \$289.00 \$391.22	date	raw hours	project	<u>unit</u>	activity	÷*	hours b	ourly rate 1		D		-1962
7/3/2003 0a00-1000 Poorman Unit 2 Sawyer 8 \$17 17 \$289.00 \$391.22	06/27/08	0800-1700	Poorman		Sawyer		9	\$17			payroll (35.37%)	
	//3/2008	0800-1600	Poorman	Unit 2	Sawyer				17	\$289.00	\$391.22	
												стар 19
							24					
	14 62						*****					
	 Statistics Statis Statisting Statisting <				- e e	29 4 1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.				and taken		
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가 같은 그 성장님께 가지 않는 것이 같아. 이는 것이 가지 않는 것이 같아. 이는 것이 같아. 이는 것이 같아. 아이는 것이 같아. 아이는 것이 같아.												
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FROM : ICE-OCE-SFS-TON-LQ

FAX NO. :303 447 8322

10 2008 02:12PM PS

M. WIGHT

date	raw hours	project	unit	activity	ald hou	hourly rate hrs sul	total	raw pay	payroll (35.37%	1
06/23/08	0800-1700	Poorman	Unit 2	Sawyer	9	\$14	and a state of the state of the	\$126	\$170.57	4
06/25/08	0800-1700	Poorman	Unit 2	Sawyer	9	\$16			¥-10.07	
06/27/08	0800-1700	Poorman	Unit 2	Sawyer	9 -	\$16				
06/30/08	0800-1700	Poorman	Unit 2	Sawyer	9	\$16				
7/2/2008	0800-1700	Poorman	Unit 2	Sawyer	9	\$16				
07/07/08	0800-1700	Poorman	Unit 2	Sawyer	9	\$16				
07/09/08	0800-1700	Poorman	Unit 2	Sawyer	9	\$16	54	\$864	\$1,169.60	
									\$1,340.17	
								Artige and a set		

FROM : ICE-OCE-SFS-TON-LQ

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C. RECE

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date	raw hours	project	<u>unit</u>	activity	aid hou ho	urly rate hrs	sub total	raw pay	pavroll (35.37%)
04/09/08	0815-1500	Poorman	Unit 1	Sawyer	6.75	\$17	6.75	\$114.75	\$155.34

P11

FROM : ICE-OCE-SFS-TON-LQ

FAX NO.

:303 447 8322

24

PMIO

Daylight Again Fire Mitigation

Restoration Forestry Tools and Equipment

3660 Sugarloaf Road Boulder, CO 80302-9296 Phone 303.546.0249

TO: Bret Gibson Four Mile Fire Department 87 Four Mile Canyon Drive Boulder, CO 80302 www.FourMileFire.org SHIP TO: Bret Gibson Four Mile Fire Department 87 Four Mile Canyon Drive Boulder, CO 80302 www.FourMileFire.org

COMMENTS OR SPECIAL INSTRUCTIONS: PLEASE NOTE ALL LEASING FEES ARE SALES TAX EXEMPT

SALESPERSON	P.O. NUMBER	REQUISITIONER	SHIPPED VIA	F.O.B. POINT	TERMS
					Due on receipt

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
26 Acres	9 Stihl Chainsaws with all Oils and complete maintenance	\$100	\$2600.00
26 Acres	Personal Protective Equipment for 4 Sawyers and 5 swampers	\$20	\$520.00
26 Acres	Job Boxes, Small and Hand Tools, Emergency Equipment	\$5	\$130.00
26 Acres	GMC 5500 Chip Truck	\$175	\$4550.00
26 Acres	BearCat 12 inch Chipper with complete maintenance	\$350	\$9100.00
		SUBTOTAL	\$16900.00
	s	SALES TAX	

TOTAL DUE \$16900.00

Make all checks payable to Daylight Again Fire Mitigation, LLC

Thank you for your business!

INVOICE #251 DATE: JULY 10, 2008

INVOICE

PMII

Invoice No .

Four	Alle	FPD		
87	Four	mile	Canyon	Di

Colorado State FOREST SERVICE

74253

Date 7-9-08

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Poorman Project Set-p			1	
Poorman Project Set-p Field work (40hrs x \$30) hour)	\$30	91,200	
Office Work/ mapping/ Admin	(10 hrs x \$30 horr)	\$30	\$ 300	
Paint 50 quarts		87	\$ 350	
· Flagging 12 colls		I B.	16/2	
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Tax Exempt No.	Sales Tax			
		Total	\$1,862,00	
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LONGMONT, CO 80503-9130	NUMPERATING OF THE ADDRESS OF MEMORY AND ADDRESS OF ADDRE	CATTER THE WALL BUT INCOMES AND ADDRESS OF		
	Deposit No.	Date		

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

BILL TO: Gold Hill Fire Protection District 1011 Main Street Gold Hill, CO 80302

INVOICE: Lickskillet West Fuel Break

16 Acres, fire mitigation @ \$1150 an acre **Total Due**

\$18,400.00

Please make checks payable to: Four Mile Fire Department Fire Mitigation Services

Please Send Remittance to:

Four Mile Fire Protection District Fire Mitigation Services 87 Four Mile Canyon Boulder, CO 80402 <u>4MileFireMit@gmail.com</u> 303.588.3440

Invoice



Native Ecology, Inc. PO Box 976 Nederland, CO 80466 303-258-1753

Bill to: Gold Hill Fire Dept.

Date	Description		Amount
6/30/2008	Chipping Gold Hill - Northe east of Lick Skille		\$2,000.00
		Total Due	\$2,000.00

7/8/2008

Invoice



Native Ecology, Inc. PO Box 976 Nederland, CO 80466 303-258-1753

Bill to: Gold Hill Fire Dept.

Date	Description	Amount
6/30/2008	Chipping Gold Hill - Northwest	\$2,000.00
7/2/2008	Gold Hill North Project - Northeast west of Lick Skillet	\$1,000.00
	Total Due	\$3,000.00

7/8/2008

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Boulder Min FD Total from 5 sheets BM 1 - \$2,346 BM 2 - \$3,841 " - \$1,817 BM 3 - \$2,277 BMY - \$ \$62.50 BM5 - \$ \$25 \$11,968.50

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2008 BMFPD Chipping Form

Client Information

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Onsite Chipping

	Shift 1	Shift 2	Shift 3	Grand Total
Date:	04/28/08	04/29/08		
Start Time:	12:30	8:15		
Stop Time:	16:00	16:15		
Total Time:	3.5 hrs.	8 hrs.		11.5hrs

x \$75

\$ 862.50

2007 BMFPD Chipping Form

client information		
	Date:	C4/14/08 .
	Name:	
	Address:	3252 Sunshine Lanyon Drive
	Phone:	
	Broadcast	Pile Downhill Duphill
Special Ins	tructions:	

Onsite Chipping

	Shift 1	Shift 2	Shift 3	Grand Total
Date:	04/14/08	04/21/08		
Start Time:	8:00	13:00		
Stop Time:	16:00	16:00		
Total Time:	8 hrs.	3 hrs.		llhrs
				× \$75

\$825

Form 828 - Rev.03/08/07



Chi	oberto
U	orado
	State
	University
	-

Colorado State Forest Service Program Payment Request

GRANT PROGRAM (CHECK APPROPRIATE PROGRAM TYPE):	
Bureau of Land Management Task Order Program	
Volunteer or Rural Fire Assistance (a.k.a.: VFA/RFA)	
Forest Land Enhancement Program (a.k.a.: FLEP)	
Insect and Disease Prevention and Suppression Program	
State Fire Assistance (a.k.a.: SFA)	X
Front Range Fuels Treatment Partnership (a.k.a.: FRFTP)	
Stevens Fuels Treatment Funds	
Cooperative Fire Agreement (Active Fire Suppression Cooperators; CRS#R- 24-103-206-01)	

Checked for Federal suspension and debarment (State Office) http://www.epls.gov/

Name:

Four Mile Fire Protection District

Address:

Box 87 Four Mile Canyon Drive

Boulder, LO 80302

The above named has submitted a project application that has been reviewed and approved by the Colorado State Forest Service for funding from Federal Assistance.

Grant Number: 536943-001	Cooperator Match: \$1,727.50
Approved Funding:	Total Project: \$100,000 (\$9,530.00 to date)
CSFS Account Number: 536730-5980	Amount of Payment: 1,727.50
Circle one: 1 st Payment (2 nd Payment)	3 rd Payment Final Payment
Approved by(Program manager signature)	Date:

Colorado State Forest Service

Colorado State University Fort Collins ~ Colorado 80523-5060 ~ (970) 491-6303 ~ FAX: (970) 491-7736

ATTACHMENT B

GRANT REPORT/REIMBURSEMENT REQUEST

WSFM COMPETITIVE GRANTS

Subaward No. 65-30942-001

In order to receive reimbursement, you <u>must</u> provide documentation supporting your expenditures covered by this initial disbursement and the corresponding match. You may request reimbursement on a monthly basis as you incur expenses, however the final 10% of the award amount will not be released until the final closeout report is received and accepted. Reimbursement requests must be accompanied by receipts for costs incurred and documentation of matching funds. Federal Funds <u>cannot</u> be used as sources for meeting the cost sharing (matching) provisions. <u>Matching Funds are expenses for goods, services and labor necessary for project implementation and incurred by the applicant which are not reimbursed with Federal Funds.</u>

1. Grant Award	#: 530942-001	2. Total Award Amount:	50,000	3. Community Protected:	Bouder Mountain Fire PD
4. Make Paymer	nt To:		5. Period of Perfo	ormance:	
Name:	4 Mile Fire Prot	tection District	From:	2/27/2008	
Address:	Box 87 Four M	ile Canyon Drive	To:	3/24/2008	
	Boulder, Colora	do 80302			

6. What was accomplished? (Quantity or Status of Project. Please provide a description of accomplishments. Please be specific and report numbers such as acres treated, numbers of defensible spaces, tons of cubic feet or yards of slash collected, number of presentations, number of plans written. Attach additional sheets as necessary.)

A total of 2.3 acres of forest was mitigated at 3254 and 6464 Sunshine Canyon Drive in Boulder Colorado. The work completed included 61.25 hours of cutting by a sawyer and 8.5 hours of chipping. All work was completed to Colorado State Forrest Service recommended standards for shaded fuel breaks. Priority was given to removal of diseased trees within the project boundaries. All Slash material was chipped and broadcast on site. Logs greater than 6 inches in diameter were stacked, contoured, collected for firewood by property owners, or chipped. It is estimated that 60 cubic yards of slash where chipped and broadcast on site.

7. Reimbursement Request:

\$1,727.50

Project to Date Reimbursement Request Amount cannot exceed the total award obligation as identified in the Award Document. The Total Reimbursement Request Amount cannot exceed the Total Matching Funds amount for the period being billed.

		Current Period			Project to Date	
	Reimbursement Request Amount	Matching Funds	Total Costs	Reimbursement Request Amount	Matching Funds	Total Costs
Labor*	1,727.50	1,727.50	3,455.00	4,765.00	4,765.00	9,530.00
Material**		10 A				
Total	1,727.50	1,727.50	3,455.00	4,765.00	4,765.00	9,530.00

Donated time and materials can only be counted towards the matching component.

* Use actual costs or \$17.55/hour for donated or volunteers' time.

** Use actual costs or fair market value of donated materials, supplies, or equipment use.

8. Amount Paid to CSFS for Products and/Or Services : \$

9. I request reimbursement in the amount of \$_____1727.50 or the work completed and documented above. I certify that to the best of my knowledge and belief this report is correct and complete an that all outlays reported are for the purposes set forth in the grant award documents.

Date: 4.2 -08 Signature: CL

10. Certification (To be completed by CSFS District):

Work meets minimum standards as set forth by CSFS.

Robert A. Bu Signature: 3/79/2008

Date: 4-9-08

2007 BMFPD Chipping Form

Client Information

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	Phone:						
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Special In	structions:						
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Onsite Chipping

	Shift 1	Shift 2	Shift 3	Grand Total
Date:	ca/as/08	02/27/08	03/10/08	
Start Time:	13:00	10:00	9:00	
Stop Time:	16:00	12:30	12:00	
Total Time:	3 his.	2.5 hrs.	3 hrs.	8.5 hrs.

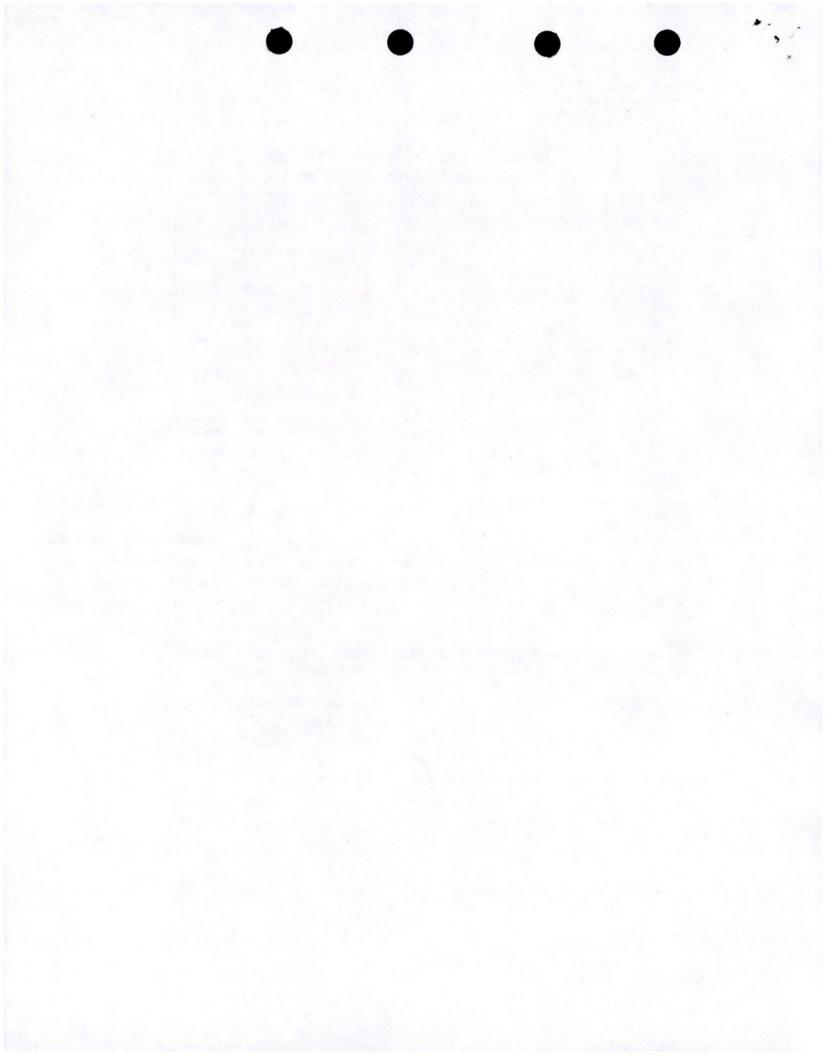
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Address:Box 87 Four Mile Canyon DriveBoulder, CO 80302Boulder, CO 80302A 409253	GRANT PROGRAM (CHECK APPROPRIATE PROGRAM TYPE): Bureau of Land Management Task Order Program Volunteer or Rural Fire Assistance (a.k.a.: VFA/RFA) Forest Land Enhancement Program (a.k.a.: VFA/RFA) Insect and Disease Prevention and Suppression Program State Fire Assistance (a.k.a.: SFA) X Front Range Fuels Treatment Partnership (a.k.a.: FRFTP) Stevens Fuels Treatment Funds Cooperative Fire Agreement (Active Fire Suppression Cooperators; CRS#R- 24-103-206-01) Image Checked for Federal suspension and debarment (State Office) http://www.epls.gov/ Address:	GRANT PROGRAM (CHECK APPROPRIATE PROGRAM TYPE): Bureau of Land Management Task Order Program Volunteer or Rural Fire Assistance (a.k.a.: VFA/RFA) Forest Land Enhancement Program (a.k.a.: FLEP) Insect and Disease Prevention and Suppression Program State Fire Assistance (a.k.a.: SFA) K Front Range Fuels Treatment Partnership (a.k.a.: FRFTP) Stevens Fuels Treatment Funds Cooperative Fire Agreement (Active Fire Suppression Cooperators; CRS#R- 24-103-206-01) Image: 4Mile Fire Protection District	Volur Fores Insec	GRANT PROGR au of Land Manageme teer or Rural Fire Assi t Land Enhancement	RAM (CHECK A ent Task Order istance (a.k.a.: Program (a.k.a	APPROPRIATE PRO Program VFA/RFA)			
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Colorado State Forest Service Colorado State University Fort Collins ~ Colorado 80523-5060 ~ (970) 491-6303 ~ FAX: (970) 491-7736



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Date Requested: 03/18/08

V	4MILE	FIRE	PRO	TECTI	ON	DIST	RICT

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- BOULDER CO 80302 N
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S	COLORADO STATE UNIVERSITY		Contact:	HOMANN, RICH
н	CENTRAL RECEIVING		Phone:	(970)491-3006
Ι	REFERENCE DOCUMENT NUMBER:	AFE 409253	Department:	CO State Frst Svc
Р	FORT COLLINS CO 80523-6011			

TO:

Financial Assistance Program

Item #	Description	Qty UOM	Unit Price	Extension Acc	# Sub	User
1)	FINANCIAL ASSISTANCE PROGRAM COOPERATIVE MATCH PROJECT; State Fire Assistance (a.k.a. SFA); 530942-001-BO; 04 CPG NFP FUEL TRT; 1st PAYMENT	1 LOT	3037.5000	3037.50 536	30 5980	
TOTAL			-	62 027 50		

TOTAL:

SIGNATURE

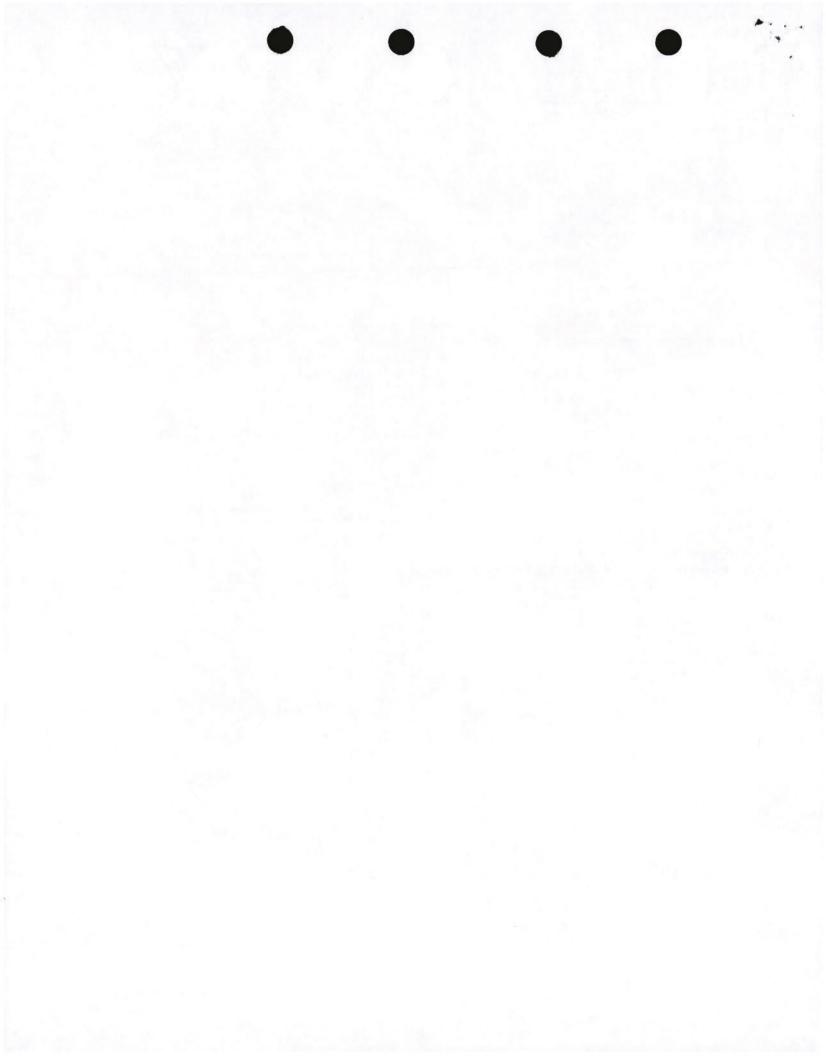
DATE

Page 1 of 1

NOTIFY THE DEPARTMENT

IMMEDIATELY IF THERE ARE ANY EXCEPTIONS TO THIS AFE \$3,037.50

409253



ATTACHMENT B

GRANT REPORT/REIMBURSEMENT REQUEST

WSFM COMPETITIVE GRANTS

Subaward No. (G5-30942 - 001

In order to receive reimbursement, you <u>must</u> provide documentation supporting your expenditures covered by this initial disbursement and the corresponding match. You may request reimbursement on a monthly basis as you incur expenses, however the final 10% of the award amount will not be released until the final closeout report is received and accepted. Reimbursement requests must be accompanied by receipts for costs incurred and documentation of matching funds. Federal Funds <u>cannot</u> be used as sources for meeting the cost sharing (matching) provisions. <u>Matching Funds are expenses for goods, services and labor necessary for project implementation and incurred by the applicant which are not reimbursed with Federal Funds.</u>

1. Grant Award	#: 530942-001	2. Total Award Amount:		50,000 3. Community Protected:		
4. Make Paymer	nt To:		5. Period of Perfor	rmance:		
Name:	4Mile Fire Prote	ection District	From:	2/1/2008		
Address: Box 87 Fou		le Canyon Drive	To:	2/26/2008		
	Boulder, Colora	do 80302	1			

6. What was accomplished? (Quantity or Status of Project. Please provide a description of accomplishments. Please be specific and report numbers such as acres treated, numbers of defensible spaces, tons of cubic feet or yards of slash collected, number of presentations, number of plans written. Attach additional sheets as necessary.)

A total of 4 acres of forest was mitigated at 3464 Sunshine Canyon Drive in boulder Colorado. The work completed included 112.5 hours of cutting by a sawyer and 12 hours of chipping. All work was completed to Colorado State Forrest Service recommended standards for shaded fuel breaks. Priority was given to removal of diseased trees within the project boundaries. All Slash material was chipped and broadcast on site. Logs greater than 6 inches in diameter were stacked, contoured, collected for firewood by property owners, or chipped. It is estimated that 60 cubic yards of slash where chipped and broadcast on site.

7. Reimbursement Request:

\$3,037.50

Project to Date Reimbursement Request Amount cannot exceed the total award obligation as identified in the Award Document. The Total Reimbursement Request Amount cannot exceed the Total Matching Funds amount for the period being billed.

	1	Current Period	Project to Date			
	Reimbursement Request Amount	Matching Funds	Total Costs	Reimbursement Request Amount	Matching Funds	Total Costs
Labor*	3,037.50	3,037.50	6,075.00	3,037.50	3,037.50	6,075.00
Material**					1000700	
Total	3,037.50	3,037.50	6,075.00	3,037.50	3,037.50	6,075.00

Donated time and materials can only be counted towards the matching component.

* Use actual costs or \$17.55/hour for donated or volunteers' time.

** Use actual costs or fair market value of donated materials, supplies, or equipment use.

8. Amount Paid to CSFS for Products and/Or Services : \$

9. I request reimbursement in the amount of \$_____3037.50 or the work completed and documented above. I certify that to the best of my knowledge and belief this report is correct and complete an that all outlays reported are for the purposes set forth in the grant award documents.

Date:

Signature://

3-6-02 Date:

3-13-0.9

10. Certification (To be completed by CSFS District):

Work meets minimum standards as set forth by CSFS.

Signature: 3/6/2008

2007 BMFPD Chipping Form

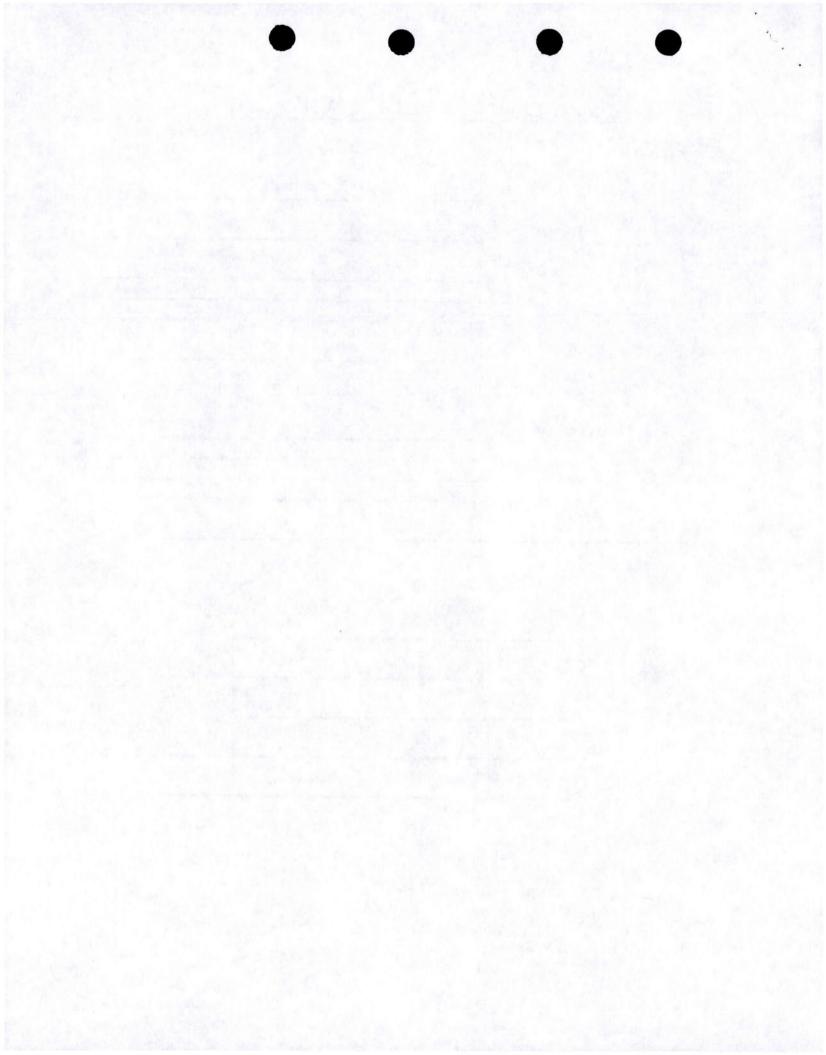
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Onsite Chipping

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2/13/08



2007 BMFPD Chipping Form

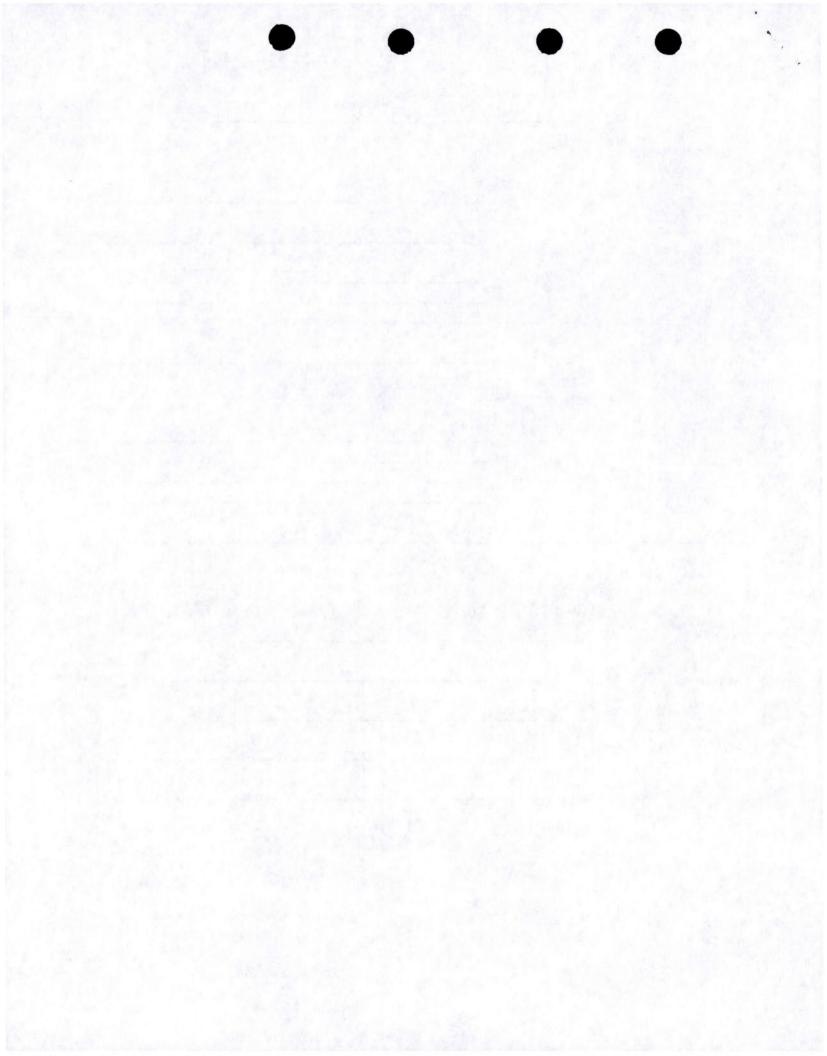
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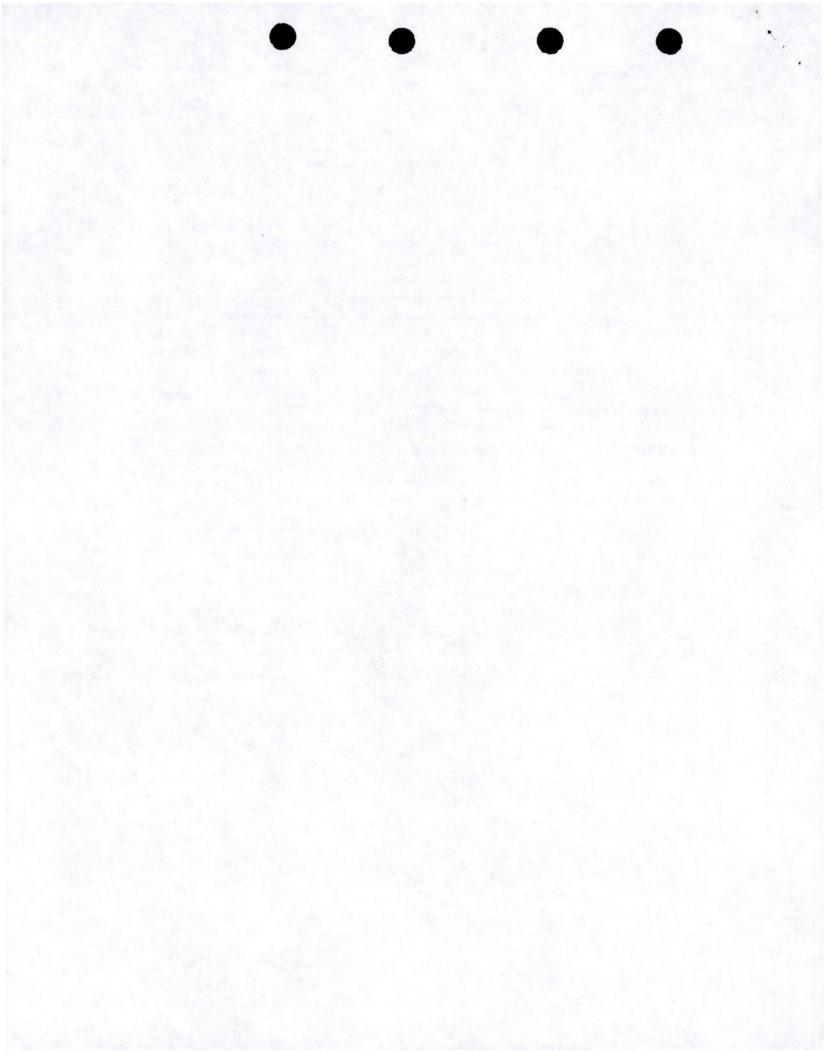
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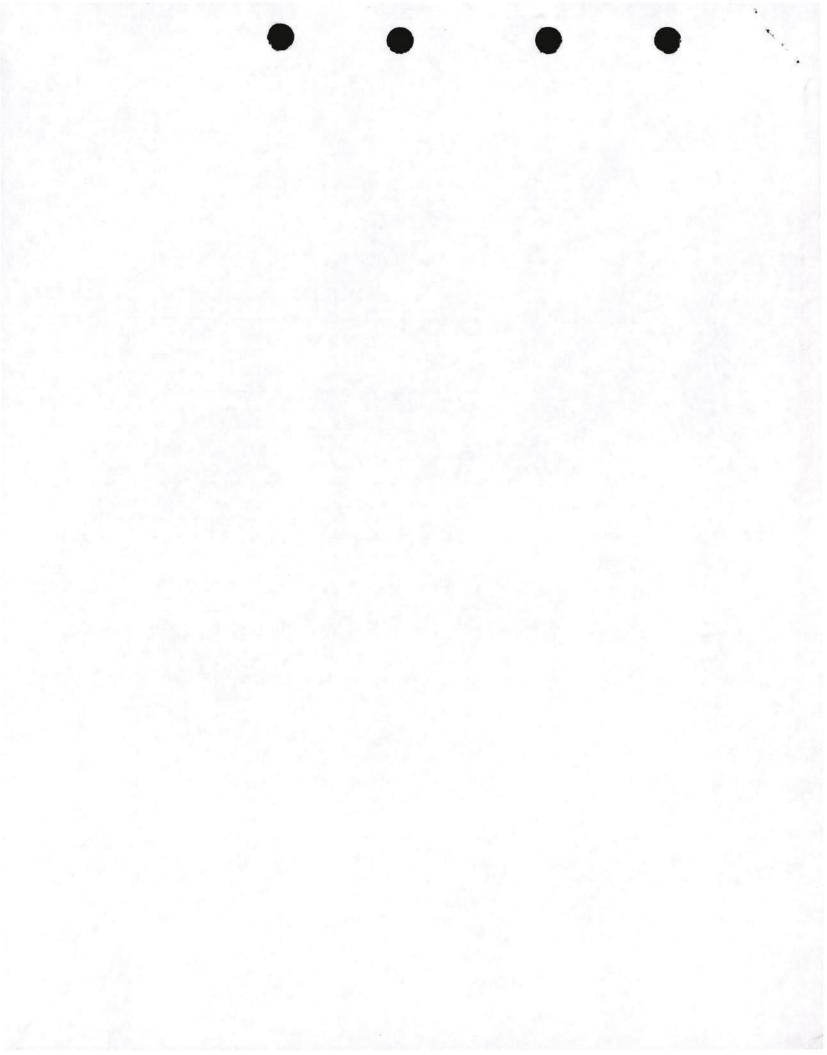


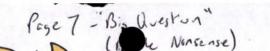
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Sunshine fire protection district newsletter

2008's 'To Do' list for safety Each year about this time I send Mary

Mesch, newsletter editor, my 'To Do' list for the Spring / Summer. There are some perennial members on the list but each year I think of some new things to add. Because of the fires in California, forest mitigation is on my mind. Here are some of the yearly 'To Do's' in that regard:

1. Take some time to look at your home's defensible space: have bushes and forest litter crept back; is it time to widen the zone of thinned vegetation; have new ladder fuels arrived? 2. If you have a private cistern, make sure that it is full of water and that all of the fittings are in place. If you would like the cistern tested, give me a call to arrange an inspection.

3. Look for trees that have fallen over during the winter and remove them if possible. Check also for 'widow makers'- trees that have died and fallen only to be caught by other trees. These trees are particularly dangerous to remove so contact a professional. 4. Keep roofs clear of debris: all of those pine needles that accumulate over the winter need to be cleaned from gutters.

5. Check to see if roof shingles that blew off during the winter Chinook winds need to be replaced.

6. Enclose porch floors, roofs and attic openings (this will help keep windblown firebrands from getting into your-home).

7. Dispose of slash from thinning. Be sure to follow the SFPD and County guidelines for burning.

8. Keep an eye out for the County burn ban. We post a sign at the entrance to the District (~ 3000 CSD) when it is in effect.

 Don't park vehicles in tall, dry grass: hot mufflers can start fires.

10. Stack firewood uphill or on a contour and at least 15 feet from buildings.



11. Get rid of trash that accumulated over the winter.

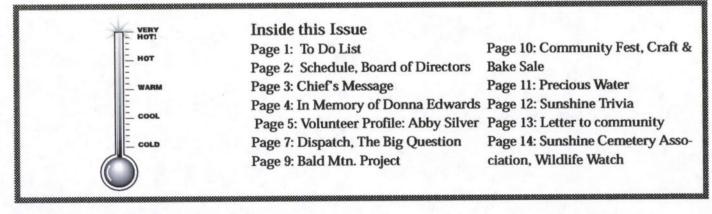
Ideas for general emergency preparedness:

1. Do you have a family first aid kit? Have you taken a basic first aid class? Do you know CPR?

2. If you have a buried propane tank, provide us with a means of locating it when the access to the tank is under snow (e.g., a flag sticking up several feet).

(Cont. on p. 8)







Calendar of events

Training and meeting schedules are also available at the Sunshine Fire Department website: www.sunshinefire.com

Firefighter trainings:

Trainings are scheduled for the second Saturday of each month at 9:00 am to 12:00 pm at the fire station.

Aug 9, Sep 13, Oct 11, Nov 8, Dec 13

Squad meetings:

Squad meetings are held the fourth Thursday of each month at 7:00 pm at the fire station. Aug 28, Sep 25, Oct 23

Medical trainings:

Please refer to our website for the medical training schedule.

Board meetings:

Board meetings are held the second Tuesday of each month at 7:30 pm at fire station 2 (station 1 when completed). Meetings are open to the public. Aug 12, Sep 9, Oct 14, Nov 11, Dec 9

Team Sunshine

Meetings are held the third Thursday of the month at 7:30 on an as needed basis, location rotates. Call Mary Mesch 303-447-1471 for next meeting notice.

Special Events

Community Fest: Sept. 6, 2-6 pm, Station 2 Sunshine Crafts and Bake Sale, Sept. 27 and 28, 10am to 4pm, Schoolhouse

Colleen's Cosmic Soap The Mildest Soap You'll Ever Use

Oils: Palm, Coconut, Olive, Almond, Jojoba & Shea

Scents: Mocha-Mint, Honey-Almond, Orange-Vanilla, Juice Pear, Coconut-Lemongrass, Rose-Jasmine, Lavender and More. Unscented available too. Samples upon request.

Colleen Crawford: 303-449-6915

Board Members

Pavel Bouska, Chairman Don Dick, Treasurer Jennifer Lansky, Member Frank McGuire, Member Joyce Schroeder, Member

Board meetings are at 7:30 pm on the second Tuesday of the month at the fire station and are open to the public.

District Officers

Steve Stratton, Fire Chief Bruce Honeyman, Asst. Fire Chief & Fire Marshal



Contact information Steve Stratton, Fire Chief Home & work ph. 303-786-8255 Pager 303-441-3851 #4561 steve@stevestratton.tv SFPD-Chief@egroups.com

Bruce Honeyman, Asst. Fire chief & Fire Marshal ph. 303-786-7731 SFPD-FireMarshal@egroups.com

In any emergency, call 911.



New construction/Re-model Framing-Int./Ext. Trim Log/Timber Work

Michael Aronson Partner/Lead Carpenter Long time Sunshine resident (303) 819-5338

Chief's Message

I was walking down the road the other day with one of our more vocal residents while he was complaining that if we had a significant fire in Sunshine he didn't think our fire department had the ability to protect us. Given his extreme concern over the problem and his vast knowledge of the topic, I was surprised when he refused my offer to become fire chief. Of course, I disagreed with his assessment. And the statistics seem to be in my favor.

We average one significant wildland fire a year in Sunshine. To my knowledge, no structures have ever been lost to any of these events. The last truly threatening fire was the "Thanksgiving Fire" in 1987 that burned along the south side of Lee Hill (Church Camp). I understand that fire was pretty scary because it directly threatened Sunshine, and was complicated by residents stealing a fire truck and other residents disappearing among the flames as they declared themselves firefighters. Even in that confusion the town site was saved and there were no serious injuries. And, I have to say, our fire department has come a long way since then.

But that's not to say we won't have to deal with the real thing. Most of the communities around us have, and as Sunshine's population continues to increase, the values at risk also increase. If we get a fire ignition, for whatever cause, in whatever location, in the right dry windy conditions, there will be a problem...a problem that no number of trained firefighters will be able to handle. It is time to progressively work toward protecting ourselves from this increasing danger. Our forests are overgrown and as more and more of us live among the trees this danger is continuing to increase.

By the time you read this, the Sunshine Community Wildfire Protection Plan (CWPP) should be just about completed. This has been a significant volunteer effort on the part of several of our community residents over the past year. It is time for us to prepare our community for a large fire, and the CWPP is an effort to do just that.

After some significant analyzing and study, we have come up with plans to build shaded fuel breaks, emergency egress routes and fuels reduction projects that should help manage a large fire when it occurs. These plans are community wide and dovetail with the plans of our surrounding fire districts. Of course, the CWPP doesn't mean much unless we actually put it into action. That will be the work of the years ahead. Having an authorized CWPP will allow us to apply for matching State and Federal funding. Discussions are underway to determine ways Sunshine can raise the money necessary to match these grants. The Colorado Legislature has just passed a law allowing property owners to take a tax deduction for monies spent mitigating fire danger, IF there is a CWPP in place.

So, this is a major step. And I want to thank the individuals that have made it happen. Abby Silver has been instrumental in getting the ef-



fort off the ground and driving it to completion. She has spent a lot of energy rallying the troupes and seeing that all the bases are covered. This project would not have happened without her huge efforts. Johanna Hurley, Brett Haberstick, Henry Ballard, Deirde Damron and Martha Peacock headed up committees and spearheaded major individual tasks. And Team Sunshine organized the fire danger assessments and neighborhood meetings. When you see any of these folks, give them a hug and thank them for making Sunshine a safer place.

This truly has been a community effort, and one we can be proud of. In the next few months and years we will be trying to initiate these plans and it will be important for you to become as involved as possible in order to assure the highest level of safety and success.

Steve Stratton Fire chief

In Memory of Donna Edwards

This May, the Sunshine community lost one of our most beloved members with the death of Donna Edwards. Donna had known for some time that she was dying and she embraced the process just as fully as she had all other aspects

of her rich, adventurous life. During her last weeks, friends visited and sprawled out on her large bed, where she served tea, ice cream, wisdom, and compassion. From her bed she loved watching the hummingbirds that thronged her feeders, with the Continental Divide providing an achingly beautiful backdrop.

Donna was the archetypal onion whose layers, peeled back, revealed many identities. She was a bon vivant who brightened our parties; author of ten books; family counselor; real estate investor; midwife and pioneer in the Lamaze method; founder of the pre-natal department at Fitzsim-

mons Hospital and the Boulder Hospice organization; world traveler; photojournalist; speaker; and teacher. But more than a list of accomplishments, Donna was someone who loved life and lived each and every moment to its fullest.

When Donna was a few years out of college, she and a few friends had planned to leave Colorado and head to San Francisco for adventure. Her friends opted instead for marriages, but Donna drove out on her own with no idea where she was going to stay and no job. As she was driving in San Francisco, quite lost and with no map, she heard her name called. It was a friend's cousin, Rodger Ewy, who helped her find her way and with whom she spent the next 35 years. It was a fitting start to a marriage that was accented with travel, adventure, and partnership.

A few years into their marriage, the couple left their safe jobs to become photojournalists in Europe, despite



having no background whatsoever in the field. They spent three years on a BMW motorcycle crisscrossing Europe and chronicling their travels, including talking their way through an Iron Curtain checkpoint. They settled in St. Gobain, France, where Donna taught the children on the nearby U.S. military base.

Donna became pregnant and was introduced to Lamaze, a natural childbirth method developed in France, giving birth to Marguerite ("Margo") in a former hunting lodge of Henry IV. Upon their return to the U.S., Donna wanted to share her experience with other women and she and Rodger co-authored a book about the Lamaze method. It became a bestseller and started a worldwide trend. Thus began a long career for Donna as an author and counselor. Counseling wasn't just a job, it was a calling. She was always giving to those around her and had a way of making every single person feel like they

were her special friend...and they were, as she had a seemingly endless capacity to connect with and love people. Her special gift was working with teens, she said she loved their potential.

Although she was incredibly talented and generous, she would want to be remembered as neither superwoman nor saint. She was irreverent with a keen sense of humor, down to earth, and enjoyed a good laugh at herself, like the first function she attended with second husband Jack. She wanted to keep a low profile, but ended up backing

into a candle and catching her scarf on fire. She also took a measure of pride in getting kicked out of parochial school. (She never reconciled herself to religion when she was told, at age nine, that dogs didn't go to heaven.)

Despite her professional achievements and travels to six continents, Donna was at heart a homebody. She loved being a mother to Margo and the three other children who followed in quick succession: Suzanne, Rodger, Jr., and Lee. As a grandmother, she was loving, understanding, funny and very very hip. And her family extended beyond blood relations, she took many people into her heart and home, making them feel part of her extended family. *(Cont. on p. 5)*

Volunteer Profile: Abby Silver

In January 2007, Team Sunshine asked chief Stratton how they could support his top priorities for the district. He stated that his #1 item was developing a Community Wildland Protection Plan, a document required for any local fire department to receive federal funds for projects and improvements. The document requires extensive information gathering and analysis of a district's fire hazard and response capability. It stipulates communication within the community so that property owners have opportunities to both learn and express their ideas, as well as communication with other departments and organizations.

Abby Silver says she didn't know this when she raised her hand to organize the committee. Her interest stemmed from a summer job she held many years ago doing timber assessments for the National Forest Service. The idea appealed to her of walking the district and learning its topography and vegetation. Little did she know the many hours she would put in at her computer, on her telephone, doing

Donna Edwards (cont. from p. 4)

The last twelve years of her life were spent in Sunshine married to Jack Edwards who died last Christmas Eve. They truly loved Sunshine and Sunshine loved them. We have many fond memories of them: Donna dressed up as a gypsy fortune teller for the Halloween Carnival, their Easter egg hunts, playing volleyball, bidding animatedly at the Community Fest, dancing at every opportunity, walking their beloved border collies. Most of all, Donna loved being a Sunshine Bunko Babe, the easy presentations, and at meetings...not the 'walk in the woods' she had anticipated. She also admired the effort that chief Stratton has put into

our district and she felt a desire to respond in kind.

She started the process by talking with Bob Bundy at the State Forest Service who advised her, "If you have good people in your neighborhood, you'll be able to pull it off". Abby credits our having "good people" with the fact that we have a first draft of the CWPP and

the final draft is expected by early September. In particular, she cites major contributors as being Johanna Hurley, Martha Peacock, Deirdre Damron, Brett Haberstick, Steve Stratton, Henry Ballard, and John Chapman, Southern Rockies Conservation Alliance CWPP

camaraderie of the women, the fun and laughter, the surprisingly deep bond forged over an inconsequential dice game. Donna's affection for Sunshine was passed to her daughter, Suzanne Ewy, who lives here with son Max.

Since her death, many of us have noticed hummingbirds around our homes. It's like a bit of Donna is with us.

coordinator.

Being involved with the CWPP process has caused Abby to become



very interested in "the whole fire dynamic from cutting grass to escape routes". She no longer takes services for granted anymore, she states, and recognizes that there's a ton of details that need to be considered. **Observing** the diligence of the persons behind our fire protection

services, including the CWPP, has made her feel more confident.

When she's not working on the CWPP, Abby creates hand built functional pottery and custom architectural ceramics, e.g., hearth and door surrounds, backsplashes. Both she and Bill are professional artists and their home includes studios for both her ceramics and his metalworking. Their home on **County Road 83 features Abby's** architectural ceramics and other artistic touches, such as a custom crafted handrail. It's also an energy efficient construction and, most surprisingly, was built in only nine months.

In addition to both being artists, Abby and Bill were also both born under the sign of Taurus, which is how they met when they attended a "Taureans (Cont. on p. 6)

Team Sunshine

Second Annual Spaghetti Feed. Last March we held our second annual Spaghetti Feed with about 120 residents attending. A highlight of the evening was a magic act by Nate the Great. Nate Biklen, a Sunshine resident, generously donated his time and thoroughly enthralled the community's children.

Third Annual Flapjack Fling. As always, we had a great turn out at this annual event.

Adopt a Road. With the assistance of Henry Ballard, Team Sunshine adopted CR83.

CWPP. See the profile of Abby Silver to see how she and other Team Sunshine members (Deirdre Damron, Johanna Hurley, Martha Peacock, Ardie Sehulster) supported this important project.

New Directory. We're updating the Sunshine directory. If your info has changed, please forward to mmesch@ionsky.com.

Want to participate? Contact Mary Mesch to volunteer for a single project or on an ongoing basis. 303-447-1471



Flapjack Fling Kitchen Crew: Martha Peacock Ene Beresford Marty Dick

A NEIGHBORLY REQUEST TO ALL OUR DEAR FRIENDS & NEIGHBORS ON COUNTY ROAD 83:

SUMMER IS HERE AND WITH IT ALL THE WONDERFUL THINGS THAT THIS SEASON BRINGS. UNFORTUNATELY WITH SUMMER ALSO COMES THE DRY, HOT WEATHER THAT TURNS COUNTY ROAD 83 INTO ONE BIG DUST BELT. THESE CLOUDS OF DUST ARE KNOWN TO BE HARMFUL TO HEALTH ESPECIALLY FOR THOSE OF US WHO LIVE NEAR THE ROAD. ALTHOUGH THIS MAY BE A FACT OF LIFE, THE AMOUNT OF DUST CAN BE GREATLY REDUCED BY LIMITING THE SPEED OF YOUR VEHICLES TO NO MORE THAN 20 MILES PER HOUR INCLUDING THE STRAIGHT STRETCH IN FRONT OF OUR HOUSE WHERE THE ROAD IS A LITTLE WIDER AND PEOPLE TEND TO PICK UP THEIR SPEED. IF YOU CHECK YOUR REARVIEW MIRROR YOU'LL SEE THE DUST FLYING BEHIND YOU. LINDA AND I WOULD GREATLY APPRECIATE IT IF YOU, OUR FRIENDS AND NEIGHBORS WOULD SLOW DOWN THEREBY MAKING OUR NEIGHBORHOOD SAFER AND MUCH HEALTHIER.

THANK YOU, TONY AND LINDA LUCHANGCO 98 COUNTY ROAD 83 Abby Silver (cont. from p. 5) only" party.

Before settling in Sunshine, Abby had lived in the Boulder foothills before so she knew what she wanted: lots of sun and a sense of community. Bill and she love and appreciate living up here every day, the natural beauty, great people, and close proximity to wildlife.

She moved to the Boulder area from what seemed like continuous winter in Crested Butte. Before that, she traveled extensively. After high school, she took a year off and traveled in Europe and the Middle East. After college, she lived in Holland and did various jobs including restoring old boats. She also toured Thailand. Nepal, India, and Mali. She loves places that provide cultural diversity, and is not much of a luxury traveler which she attributes to growing up with parents who traveled in "backpacker style".

Her friends describe her as being energetic, friendly, and easy going. She loves just being outdoors, whether it's backcountry skiing, hiking, or walking her dogs. When indoors, she plays a mean game of Scrabble, perhaps a remnant of her journalism major.

Thank you, Abby, for a great job on the CWPP.

SFPD Dispatches to California

Sunshine Fire answered California's call for fire support by sending the district's Big Red Truck (Type 1) fire engine, along with four fire fighters, to Redding, CA. On July 9th the engine was transported using a federally contracted lowboy trailer and the firefighters flew to the incident via commercial airlines. The fire fighting effort in California has been extreme and at the time of this writing Colorado had dispatched 35 engines to CA, with more requested. The following facts were considered in making the decision to remove a fire truck from our district:

The extreme need in California
The extraordinary training opportunity for four firefighters

Exercising of our truck at a time when it is seeing limited use
Coordination with surrounding fire agencies to assure backup resources

X

The Big Question

Viewing the rust brown lodgepole stands on the other side of the Continental Divide is sobering, if not downright terrifying. The big question for us is how hard will we be hit here? The reality is that the experts disagree and probably no one knows. Here are the controversies:

1. The Continental Divide argument: Some sources state that the Continental Divide will act as a natural barrier to easterly movement of mountain pine beetles. Some counter by arguing that Rollins Pass and other passes offer avenues for them to spread. Still others say that's not the issue, there's usually not a large movement or mi The fire weather forecast for our district during the deployment period

• The contract price to be paid to SFPD by the State of CA

• Wear and tear on the truck

 Truck maintenance when the apparatus returns

 The condition of Sunshine's remaining fleet

 Manpower remaining to service SFPD

SFPD's modernization plan of 2000 specified the replacement of our Type 2 fire engine with a new Type 1 engine, leaving the district with the same cadre of three fire apparatus. When the new truck was delivered in 2003 the decision was made to keep the Type 2 truck to facilitate dispatching a vehicle out of district when needed. With the deployment to California, Sunshine retains the same equipment to defend the district as it has for the past two decades.

The tradition of providing "mutual aid" to a fire department in need is deeply engrained in the fire service. Our district, along with all other fire departments, depends on the sharing of resources when extremes strike. The California fires present an extraordinary opportunity for our volunteers to receive direct experience fighting extreme fire. This is training that would otherwise be impossible to receive. Sharing our fire fighters is the single most successful way we can prepare Sunshine for a crisis. It's not the equipment that saves the day, it's the people!

Steve Stratton, Fire chief

gration of beetles anyway. The issue is whether the same conditions that caused the massive beetle activity west of the Divide exist here, and if so will create an increase in the beetle population already living in our area. Those conditions include trees stressed from drought and overcrowding, a large proportion of mature trees, and single species stands.

2. Lodgepole vs. Ponderosa Pine: The vast majority of affected trees to date have been lodgepole pines, so some believe the damage to the Front Range's predominantly ponderosa pine forests will be minimal. Supporting this is the fact that past beetle epidemics have been restricted to one species of tree. True, but that is not a reliable predictor of this epidemic, according to others. In mixed forests, there have been attacks on ponderosas as well as lodgepoles, an indication that the beetles might make the species jump. If so, there could be a 40-60% kill rate.

3. Mitigation to improve forest health: Mitigation doesn't help, just look at Grand County's efforts. Counter: there's evidence that mitigation doesn't help with lodgepole stands, but does with ponderosa.

(Cont. on p. 8)

To Do List (cont. from p. 1)

Do you have an emergency evacuation plan for your animals? Emergency shelters will not take animals so develop a 'pre-plan' for them.
 Do your friends and neighbors have emergency contact information for you?

5. If you have a sprinkler system for your house, please let us know if you have a fire department connection and its location (firemarshal@sunshine-fpd.org). If you don't know if you have such a connection, call me (303-449-6685) and I'll check it out for you.

6. Put emergency contact and medical information in a location that is easy for firefighters and emergency medical personnel to find. Pharmacies sell plastic information holders, usually emblazoned with a big red cross, that you can attach to the refrigerator door. If you have a living will or Do Not Resuscitate Orders (DNR), make sure that they are easy to find by emergency responders. Good locations include the refrigerator door, as described above, or with your collection of medications.

7. Get a fireproof safe for critical personnel information or put the documents in a safety deposit box at one of the local banks.

8. Think about those items that are precious to you (e.g., family photographs) and keep them organized for quick and easy access if you need to quickly evacuate your home. In an emergency, you may have only a few minutes to gather belongings.
9. Make sure that emergency responders can locate your house: your fire department address marker (the green plastic strips) should be in good shape and visible from the road. If you need

a new one, or are unsure if your current marker is adequate for the task, contact me. Remember that some of our mutual and automatic aid responders (e.g., Pridemark Paramedic Services and adjacent fire districts) may not be as familiar with our District as we are.

10. Trim branches along your driveway to facilitate moving our equipment to your home (our largest pumper, 4501, is 9 feet wide and 11 feet tall.

11. Develop a family evacuation plan. Agree upon a rendezvous point, perhaps at a friend's house in town. Practice family fire drills: know the best exits from your home. 12. Check the batteries on your smoke detectors. Purchase a CO (carbon monoxide) detector. Most people in fires die of inhalation toxicity. 13. If you are going away on vacation, try to remember to park vehicles away from likely routes of emergency access. If you have a turnaround at your home, leave it free of vehicles so that we don't need to back down your driveway when we leave. 14. Make sure that your fire extinguisher is charged and is located for easy access. A good place for an extinguisher is just outside the kitchen. Extinguishers need to be serviced yearly! If you don't know the proper way to use an extinguisher, contact us and we'll be glad to show you. 15. Have flashlights with fresh batteries at convenient locations in your home.

16. If you have a gate on your driveway, make sure that we are up-todate on the access code.

17. Consider purchasing a Knox Box (www.knoxbox.com) so that we can

gain access to your home in an emergency.

 Clean out your garage and storage areas! Properly dispose of hazardous materials.

19. Have your fireplace chimney inspected and cleaned.

Remember to plan ahead. If you have any questions about emergency preparedness, please do not hesitate to contact us.

Bruce Honeyman Fire Marshal

The Big Question (cont. from p. 7) 4. Foothills vs. high mountains: The devastation has been primarily at higher elevations. The topography and ecosystem of the foothills below 8000' will lower the impact.

With all this contradictory information, what actions, if any, should we take to protect our property?

It's unclear how much thinning trees will prevent beetle kill in an epidemic, but it's still a good thing to do for fire mitigation. When selecting trees to cut, favor keeping Douglas Firs and young ponderosas that will withstand an infestation.

Hire a reputable company to spray trees that are highly desirable to retain. This isn't a job for a DIYer – even missing a 4" square area of the bole will make the tree vulnerable to attack. Spraying must be done on an annual basis. Boulder County Parks and Open Space Starts Forest Restoration Project at Bald Mountain

Drive past Bald Mountain and you'll notice a large number of cut trees stacked along its eastern side. Boulder County Parks and Open Space is conducting an extensive forest restoration project, about the fourth such project in the county. They chose Bald Mountain because it is infested with mistletoe on its western side, leading to weakened trees and subsequent pine beetle kill. The east side features some of the county's most beautiful presettlement trees which merit special protection, according to Chad Julian, Sr. Resource Specialist for Forestry and Wildfire.

Forest restoration is a new concept and very different from fire mitigation, which focuses on reducing ladder fuels and creating crown separation as needed to reduce near term wildland fire danger. In promoting restoration, foresters are starting a long term process to return forests to their original state for better health and to reduce extreme fire behavior. Forest restoration considers how the forest functions including as a wildlife habitat. At Bald Mountain, a wildlife biologist has worked to create about 30 habitat trees for a variety of birds.

Much of the original research underlying this was conducted in the 1980s in Flagstaff, AZ and resulted in the Southwestern Ponderosa Pine model. It was found that historical ponderosa pine forests were typified by frequent, low severity fires. To be more exact, you would expect a wildland fire every 3-5 years on a 250 acre tract of land.

The ecosystems of these forests were evenly mixed among openings without trees, clumps of ponderosas, persistent groves of older trees, and mixed high density stands with closed canopies. On average, there were 10-30 trees per acre. (In comparison, Bald Mountain averaged 300 trees per acre before the start of the project.)

The Flagstaff research provides helpful data, but the Front Range differs in latitude and climate. Research was conducted to derive guidelines more specific to our region, resulting in a 2006 report co-authored by several agencies. Before settlement, the Front Range below 8000' was a lower montaine region which saw frequent, low severity fires in its predominantly ponderosa forests. Upper montaine forests between 8000-9000' were mixed conifer which led to mixed severity fires; above 9000' had high severity but very infrequent fires, i.e., hundreds of years intervals.

Julian warns that the degree of tree removal proscribed by forest restoration creates a landscape that can appear barren by current standards and will seem "drastic". At Bald Mountain, they plan to remove twenty tons of trees per acre. Part of restoration also includes reintroducing fire as part of the ecosystem.

He acknowledged that the tremendous resources required to return forests to their natural states will limit private restoration as well as any broad publicly funded programs.



Star Route Band for Hire

* Parties, Weddings * Reunions, Receptions * Fun for all! * Audience participation Dance tunes - rockabilly - classic rock & roll, jazz, blues, bluegrass, secret agent songs!

303-443-0121 or deefish@starplay.com Band members are all Sunshine residents Sunshine Community Fest Sat. Sept. 6th, 2-6pm, Fire Station 2

Sunshine Craft & Bake Sale Sat & Sun Sept. 27-28, 10am-4pm, Schoolhouse

Sunshine Community Fest! Mark your calendar for September 6th. Our annual bash boasts good food, great beer, live and silent auctions, raffle, door prizes. And all supporting a good cause—the Sunshine Fire Protection District.

Suggested donation is \$7 per person, \$20 maximum per family. Kids under 12 free. Bring a dish to share and a baked item to auction; chili, micro beer and soft drinks provided.

For our silent auction, we welcome your contributions of gently used household items including jewelry, kitchen gadgets, farm implements, toys, bikes, fine wine, book ends, or odd things from your garage that you don't use but someone should. Anything goes and creativity is welcome here!

Please contact Beth Byerlein at byerlein@ionsky.com (preferred) or 720-635-8188 if you'd like to volunteer your time, wares or if you know merchants willing to donate items.

Sunshine Craft & Bake Sale. Featuring the work of local residents, a silent auction, and a bake sale held at the historic schoolhouse. Free admissions. Proceeds benefit the Schoolhouse Association. Interested vendors, bakers, and auction donors may contact June Howard (303-443-2095).

Precious Water-Respect this Resource and Your Neighbors

Several Sunshine residents have had • Avoid letting the faucet run while recent issues with their wells running you brush your teeth, wash your face, dry. To reduce the drain on your aquifer or shave and you can save up to 4 and maintain civil relations with your gallons of water a minute. That's 200 neighbors who may draw from the gallons a week for a family of four. same source, try practicing some of • Put food coloring in your toilet these tips.

 When possible, take showers instead you can save more than 600 gallons of baths. Time your shower to keep it a month. under 5 minutes. You'll save up to 1000 • Drop tissues in the trash instead of gallons a month from shorter showers. flushing them. • Turn off the shower water while you • Flush strategically. shampoo and condition your hair and . For males, discretely using the you can save more than 50 gallons a woods is a perfectly acceptable Sunweek.

bucket in less than 20 seconds, then applied to your lawn, adjust your replace it with a water-efficient show- lawnmower to cut grass no shorter erhead which can save a family of four than three inches. Taller grass encourup to 17,000 gallons of water a year. ages deeper roots and shades the soil Keep a bucket in the shower to catch to reduce moisture loss. water as it warms up or runs. Use this . Water at night or early morning water to flush toilets or water plants. when it's cool and evaporation is

tank. If it seeps into the toilet bowl, you have a leak. It's easy to fix, and

shine practice.

· If your shower can fill a one-gallon · To reduce the amount of water

lowest.

· Adjust sprinkler heads so there's no water wasted sprinkling your walk, driveway, etc.

· Use left over water from glasses, pet dishes, bathtub, and rinsing produce to water plants, rather than tossing down the drain.

 When you clean your fish tank, use the water you've drained on your plants. The water is rich in nitrogen and phosphorus, providing you with

a free and effective fertilizer. · Grab a wrench and fix that leaky faucet. It's simple, inexpensive, and can save 140 gallons a week. Use your garbage disposal sparingly to both conserve water and reduce solids in your septic system, 50% of which can come from garbage disposals.

Sources: Wateruseitwisely.com, waterpikEcoFlow.com



Sunshine Trivia

1. How is Sunshine responding to the upcoming Democratic National Convention?

- a. Democrats are renting out their homes for \$500/night
- b. Same for Republicans, but doubling the price
- c. Libertarians are pitching tents and inviting the protestors
- d. The fire department is ordering 2 1/2" hose

2. For Ruby Heflin's 80th birthday, she had ...

- a. Male strippers, who left after Ruby violated the 'no touching' clause
- b. Live band, plenty to drink, hundreds of raucous friends

3. How did Lisa van Leuwen celebrate her 40th birthday??

a. A cone head party

b. Sending her family as far away as possible

c. A small group of ladies and lawn games - at least that's the cover story for Stephen

4. What was Chris V. doing hiding in the woods recently?

a. Looking for DNC protestors

b. Trying to jump out and scare defenseless ladiesc. Tending to his wounds after the ladies beat the hell out of him



Answers:

1) who knows yet! 2) huge party and band 3) lawn games 4) scaring ladies

Nate the Great

Magic shows for all ages and occasions -Nate Biklen will amaze and entertain you and your guests with fascinating, well-presented magic tricks.

Custom painted children's rooms and play spaces -From fairy tales to life-like scenes, Nate will collaborate with you to create a unique and beautiful space for your children.

> 303-886-5648 magic-n8@yahoo.com www.natesartisticmagic.com

Protestor Patrol

Come late August, you may spot fire engines driving around the community. The mountain fire departments have been asked to patrol for Democratic National Convention protestors who may decide to camp out in the mountains rather than staying at hotels. There's a concern that their activities could lead to increased fire danger.

If you need assistance to confront or remove trespassers from your property, please contact the sheriff's department.

Auctioneers & Volunteers Needed

The Community Fest is scheduled for Sept. 6th and we need a few auctioneers. Let's give Beth a break!

Also, if you have goods or services to donate or would like to help solicit donations, that would be a great help.

We'll need some pots of chili, too. There's lots of jobs you can volunteer for that require a small amount of your time.

Please contact Beth Byerlein at Byerlein@iosnky.com (best) or 720-635-8188.

SFPD Residents:

I've just learned some of the details about the forest thinning project at Bald Mountain and have some major concerns. Chad Julian, the project manager at Boulder County Parks and Open Space, explained that he wants to return this area to a forest density of 20 - 30 trees per acre that he believes existed around 1860.

To make this estimate, he used old pictures from the late 1800's of Sunshine Canyon. These pictures show the area after miners had cut many of the trees for their cabins, mine timbers, and wood stoves so they don't depict the "natural" density accurately. Mr. Julian agrees with this. He also supports his estimate with data from stumps which still remain 150 years later due to slow decay in a dry climate. Upon further investigation, these data come from Flagstaff, Arizona and may not represent Sunshine Canyon tree densities accurately. Therefore the basis for his target density seems to be open to serious question.

Currently Bald Mountain has an average density of about 300 trees per acre. This means that he should remove 9 out of every 10 trees to reach his target density. He hastened to assure me that it wouldn't be that drastic, but clearly they intend to destroy almost everything. It will take a very long time for the forest to recover from this devastation. The disruption of ground cover already leaves large areas of bare earth exposed. Even though they intend to re-vegetate this, invasive species always move into such areas and crowd out native species. Bald Mountain will be an open sore in our canyon which fades very gradually.

He believes that thinning the ponderosa will make it more resistant to the pine bark beetle, even though other studies in lodgepole pine have shown that it makes absolutely no difference.

Mr. Julian also believes that a thinner forest makes ponderosa more resistant to fire. He pointed out that following the Foothills Fire a couple of years ago, 80-90% of the ponderosas died. This fire occurred at the very edge of suitable terrain for ponderosa and these trees were no doubt stressed by attempting to survive at the limits they can tolerate. No wonder most of them didn't make it. What happens at 5,500 feet bears little resemblance to what happens at 7,000 feet (i.e., Bald Mountain). Certainly a thinner forest does reduce the danger of a crown fire, but his goal far exceeds that which is appropriate for fire mitigation.

A major thinning project near Gross Reservoir about 25 years ago had unforeseen negative results. During the following winter, most of the surviving trees blew over. He told me that this won't happen on Bald Mountain.

It appears that Boulder County Parks and Open Space intends to conduct a research project on Bald Mountain to prove that excessive thinning of ponderosa will make them more resistant to the pine beetle and to fire. Unfortunately we, the residents who have enjoyed Bald Mountain for many years, will be the victims of this research.

A project of this magnitude should not have gotten started without any public notice and without an environmental impact study. I believe that all further work on the project should stop until these important steps have occurred.

Please send your comments to Mr. Julian at cjulian@bouldercounty.org.

Regards, Don Dick

Sunshine Schoolhouse and Cemetery News



Board Members

At the last Sunshine Cemetery Association meeting, president Haydee Kuner resigned from the board after nine years of service. We'd like to thank Haydee for her many contributions.

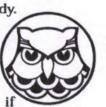
Three new persons joined the board: Stephen Hall, who took over as president, Dee Spencer, and Mike Aronson.

Sunshine Craft & Bake Sale

This annual event will be held Saturday and Sunday, Sept. 27- 28th and will feature the work of local residents, a silent auction, and a bake sale. It will be held at the historic schoolhouse and admission is free. All proceeds benefit the Schoolhouse Association. Interested vendors and anyone wanting to donate baked goods or items for the silent auction may contact June Howard (303-443-2095).

Wildlife Watch

Mountain Lion Study. Last year, the Colorado DOW began a study in Boulder and Jefferson counties to determine if



aversive conditioning techniques like rubber buckshot and beanbags will deter lions. The study is nearing the end of the initial 1-year pilot phase with about 14 lions collared. This initial phase is to validate suitability of the equipment for use in a 5-year study. DOW is using GPS collars that use a long-range VHF signal, and a short-range UHF datalink to download the log of recent activity from the collar.

Currently, if a mountain lion is a problem, there are very few options: either relocate, or euthenize. And although most people favor relocation, in reality bears and lions both usually return to their home range.

Matt Aldridge is the biological researcher out of the Fort Collins office leading the study. For more info, contact Jennifer Churchill at 303-291-7234 (office), 303-829-7143 (cell), or Jennifer.Churchill@state.co.us. Submitted by Doug Young

Instructor: Dee Spencer Location: 254 County Road #83

Group or Individual Yoga Sessions may be scheduled. Hatha Yoga , focusing on breath-centered asana (movement). Tone, Breathe, Relax, Rejuvenate!

Contact Dee for Scheduling. Phone: 303.443.0 Dl Email: deefish@starplay.com

Ips Beetles. If we didn't have enough to worry about with mountain pine beetles, Sunshine is also home to Ips beetles which are very similar in appearance. As compared to their more infamous cousins, Ips beetles bore into smaller trees with trunks that are less than 6" in diameter. Does this mean we're doubly doomed with mountain pine beetles eating trees greater than 6" and Ips taking care of the rest? Add to that the fact that Ips beetles have 5-7 life cycles per year so they can potentially kill many more trees.

The good news is that Ips beetles don't grow their populations like mountain pine beetles and don't reach epidemic proportions. Their damage is usually limited, with the notable exception several years ago of an infestation in the Four Corners area that killed a large number of piñon pines.

Still, it's worthwhile to take precautions so Ips beetles don't build up their population on your property. One of the important tasks is to dispose of slash piles that are both havens for this type of beetle and fire hazards.

Editorial Contact

Remember, this is your newsletter! Please contact me with comments, ideas, or submissions. Personal ads are \$1/line; business ads are \$10. Next deadline is Sept. 15th. Mary Mesch

5188 Sunshine Canyon 303- 447-1471 mmesch@ionsky.com



Financial Assistance Program

Cooperative Match Project

To be conducted by:

4Mile Fire Protection District

Project Number:	530942-001
Estimated Project Cost:	\$ 100,000
Funding provided by CSFS:	\$ 50,000
Minimum Recipient Match:	\$ 50,000
Project to be completed by:	September 1, 2008

Based on the strength of the application submitted by **4Mile Fire Protection District** the Colorado State Forest Service is providing funding in the amount up to but not exceeding \$50,000 to accomplish the project described in the attached scope of work.

As the cooperator, **4Mile Fire Protection District**, will be reimbursed for actual (hard dollars spent) costs incurred in implementing the project up to the amount listed above once the following requirements are met:

- A. Complete work as described in "Attachment A" (scope of work).
- B. Provide documentation that project funds have been matched at a minimum ratio of 1:1.

Complete and submit through the local CSFS District Office periodic Grant Report(s)/Reimbursement Request(s) using the form provided in "*Attachment B*", as needed, and a Final Report that provides details on expenditures and accomplishments as a result of this project. Submission to :

CSFS Boulder District Office 5625 Ute Highway Longmont, CO 80503

C. Certify that neither the cooperator nor any principals represented herein are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

This funding will remain available until September 1, 2008. Extension is available for this project if requested prior to August 1, 2008.

As a representative of the cooperator, I have read and understand the conditions of participating in this cooperative match project.

Cooperator Signature:

Date:

Bruce Vaughn Mailing Address: Four Mile Fire Box 87 Four Mile Canyon Drive Boulder, CO 80302 Telephone Number: 303-492-7985 Email Address: bruce.vaughn@colorado.edu Fax: 303-492-6388





EXHIBIT A Financial Assistance Program Cooperative Match Project SCOPE OF WORK

Project Number: 530942-001

Cooperator: 4Mile Fire Protection District

Work to be completed: In cooperation with 4Mile, Boulder Mountain, Gold Hill, Sunshine, and Boulder Rural Fire Districts, treat 65 acres of fuels projects that will include both shaded fuel breaks, defensible spaces and general thinning in accordance with Colorado State Forest Service guidelines (Frank C. Dennis "Fuelbreak Guidelines for Forested Subdivisions" CSFS #102-1083) and (F.C. Dennis "Creating Wild-Fire Defensible Zones" CSFS 6.302) The project priorities would focus on areas identified in the ongoing Community Wildfire Protection Plan.

1. Type of Treatment - both shaded fuel breaks, defensible spaces and general thinning.

Milestone dates: progress report on landowner access agreements Spring 2008 to CSFS Boulder District.

Standards or Guidelines: Will meet CSFS guidelines appropriate for treatment.

Project Period: October 1, 2006 to September 1, 2008

Funded Amount: \$ 50,000

Minimum cooperator match: \$ 50,000

Deliverables: 65 acres treated

Project Types: Fuels Reduction

All work completed under this project must be certified as meeting minimum Colorado State Forest Service standards prior to any reimbursement being made to the cooperator. Attachment B to the project entitled "Attachment B, Grant Report/ Reimbursement Request, WSFM Competitive Grants" will be the document used to both request reimbursement and to certify that work has been completed to minimum standards.

Initials:

2007 Colorado Western States Wildland Urban Interface Grant Application

FOR OFF IAL	USE ONLY
District or Unit Submitting Project:	Boulder
District or Unit Priority Number:	1
Statewide Risk Assessment Rating:	High
Hazard Description / Other:	
Dollar Amount Requested:	\$132,125
Matching Share:	\$132,125

		Applicant Information	
1	Applicant:	4Mile, Boulder Mtn, Gold Hill, Sunshine, Boulder Rural Fire districts	
	Contact Person:	Bruce Vaughn, Four Mile Fire	
	Address:	Box 87 Four Mile Canyon Drive	
	City/Zip Code:	Boulder, CO 80302	
	Phone (Work/Cell):	303-492-7985	
F	Email:	bruce.vaughn@colorado.edu	
	Fax:	303-492-6388	

	Community At Risk Information										
2	Name	of Pro	ject:								
	Community Name:			4Mile,	BldrMtn, C	old Hi	ll, Sunshine, Boulder	Rural			
	County:			Bould	Boulder Congressional Distri			trict:	: 2nd		
	Latitude (decimal degrees):			North 40 (+/- 0.5) Los			Longitude (decimal degrees):			E104 (+/- 1)	
2	Threat Description (check all that apply)										
	Homes:	Homes: Num		per of:	1912		Infrastructure:	\boxtimes		nated ie of:	263M
	Businesses:	\boxtimes	Num	ber of: 23 Ec		onomic Viability:			nated ie of:		
	Watersheds:	\boxtimes	Num	per of:	5	H	Historic Structures:		Num	ber of:	numerous
	Other (Desc	Other (Describe):						1. 2.		1	

Project Area Description

All information for the project must fit into the space provided below. Attachments will not be considered by the review committee. Provide a brief overview of the project and the project area. (If applying for a fuels reduction project, identify vegetation types.)

Five adjacent mountain fire districts in Boulder County have formed an intergovernmental agreement to help mitigate hazards and reduce fuels across jurisdictions in the Wildand Urban Interface. Because fire does not stop at district boundaries, we need to address the hazard collaboratively. A large portion of the area is identified as High Hazard or Red Zone in the CSFS WUI Hazard Assessment map. 177 of these acres are targeted for mitigation and are characterized by steep slopes, dense vegetation, poor access, and many structures at risk. The fuel model types are open canopy Ponderosa with a grass understory (FM2) and mixed conifer (FM9). The project areas include lands adjacent to those owned by BLM, USFS, Boulder City and County Open Space, private owners and municipalities. The USFS has treatment projects (planned or completed) near some of the areas in this application. The highest priorities identified by the CWPPs are given to life safety, public egress and firefighter access.

Scope of Work / Project Timeline

All information for the project must fit into the space provided below. Attachments will not be considered by the review committee. Provide a brief scope of work which clearly describes how grant funds will be spent. (This should be more specific than the project description)

4

The project will install, extend, maintain, and improve shaded fuel breaks, defensible space, and escape routes in critical locations in the following communities: Pine Brook Hills, Carriage Hills, Boulder Heights, Steinway, Logan Mill, Rim Road, and Poorman. The work will be performed by a combination of resources including the BMFPD mitigation crew. Shaded Fuel breaks will be constructed using CSFS guidelines. The proposed locations include steep south facing slopes, chimneys and gullies with heavy forest cover. Wherever practical and feasible these fuel breaks will tie into existing breaks. In creating the fuel breaks, trees exhibiting evidence of dwarf mistletoe, Mountain Pine Beetle, Ips Beetle and Douglas Pine Beetle will be removed. Number of acres to be treated would be approximately 177 acres at a cost of approximately \$1,500 per acre. Slash removal methods will include chipping and pile burning. The timeline for this project will span 2 years and begin in 2007.

Describe all planned maintenance (grant funded or other) if this project is funded.

Home Owners Associations in conjunction with fire agencies will monitor the projects for regeneration of fuels and will identify any diseased or dying trees that may pose an additional fire hazard in the future. Our community wildfire protection plans specifically identify the need for continued maintenance of fuel breaks. In addition, individual home owners will be instructed and educated about the need to maintain defensible space.

What is the duration of this project? (check one) One Year	X Two Years
Is this a continuing project from previous year/s? (check one)	Yes No

Provide a timeline for the project

Access and implimentation agreements will be obtained prior to receipt of funds. Crews have been identified, and marking and removal of trees will commence upon notification of funding. Project is expected to span two years. Follow up inspection and assessment will ongoing in conjunction with our CWPP's.

Interagency Collaboration

Specify the private, local, tribal, county, state, federal and/or non-governmental (501c3) organizations that will contribute to or participate in the completion of this project. Describe **briefly** the contributions each partner will make (i.e. – donating time/equipment, funding, etc.).

5 This project represents collaboration between CSFS, five fire agencies: Four Mile, Gold Hill, Sunshine, and Boulder Mountain Fire, Boulder Rural Fire, and homeowners groups. The partnership is documented in an Intergovernmental Agreement signed by the boards of the fire agencies. The marking, thinning, and chipping will be performed by a mix of BMFPD mitigation crew, private home owners, volunteers, and commercial contractors. If possible, county mitigation crews will be used.

Community Wildfire Protection Plan (CWPP)

Does this community have a wildfire protection	on plan that f	follows the Healthy Forest Restoration Act
CWPP guidelines? (check one) yes		in development
Is this project part of the plan? (check one)	🛛 yes	no
Where would we obtain a copy of this plan?	On file with C	Colorado District Forester

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-	Project Category (check	all that apply and answer related questions)						
	Hazard I	Fuels Reduction						
	Number of acres to be treated: 177	Estimated cost per acre: \$1,500.00						
	Number of communities directly affected by	this project: 7						
6	Information & Education							
Ŭ.	Number of citizens to be reached:							
	Planning 🗌							
	Number of residences affected:							
	Project Type (check all that apply)							
	Assessment / Scoping:	Implementation / Treatment:						
	Homeowner / Community Action:] Monitoring / Evaluation:						
	Information / Education:	*						

	TOTAL:	\$25,125	\$91,000	\$10,000	\$1,000	\$5,000	\$ 0	\$132,125	
	In-Kind (Soft Match):	\$0	\$0	\$5,000	\$1,000	\$0	\$0	\$6,000	
	Dollars (Hard Match):	\$25,125	\$91,000	\$5,000	\$0	\$5,000		\$126,125	
7	Contributors: (Please specify)	Four Mile Fire	Boulder Mtn Fire	Sunshine Fire	Gold Hill Fire	Boulder Rural Fire	a de traces	TOTAL	
	Grant Contributors (Matching Share) (Applications will be disqualified if insufficient match is identified; federal dollars DO NOT qualify- see criteria & instructions for exception) Please specify each match contributor and the dollar amount of each contribution. Please DO NOT show grant requested funds in this table. This is for matching share only.								

		Grant Share (\$ Amount Requested)	Match (from	TOTAL		
			Dollars	In-Kind		
8	Personnel / Labor:	\$0	\$0 \$0 \$0	\$0 \$0 \$0	\$ 0	
	Operating:	\$0			\$ 0	
	Travel:	\$0			\$ 0	
	Contractual Services:	132,125	\$126,125	\$6,000	\$264,250	
	Equipment:	\$0	\$0	\$0	\$ 0	
	Indirect Costs:	\$0	\$0	\$0	\$ 0	
1	TOTAL:	\$132,125	\$126,125	\$6,000	\$264,250	

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Applications will be scored based upon:

Meets the grant criteria		Yes = Eligible for	No = Ineligible	
Meets the 50/50 match requirement		Yes = Eligible for	No = Ineligible	
1	Is this project achievable? (time, goals, budget, etc.)	Yes = 1	No = 0	
2	Is this project measurable? (# of acres treated, # of education/outreach programs, etc.)	Yes = 1	No = 0	
3	Is the applicant clearly showing collaborative elements and partners? (confidence level)	Yes = 1		No = 0
4	Is this project implemented from an existing community plan or is the request to develop the plan? (Note: preference will be given to those projects that are incorporated in a completed plan)	Completed = 2	In Progress = 1	None = 0
5	Is the applicant clearly showing future maintenance for this project? (Note: preference will be given to those projects clearly showing a maintenance schedule)	Clearly Defined Schedule = 2	Mentioned but not defined = 1	None = 0

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