

ROAD MAINTENANCE CONTRACT

This Road Maintenance Contract ("Contract"), dated June 17, 2021, is made by and between **VILLA CASITAS HOMEOWNERS ASSOCIATION, INC.**, a Colorado non-profit corporation ("VCHOA"), and **GONE TRUCKING, LLC**, a Colorado limited liability company (the "Company"). VCHOA and the Company are collectively referred to within this Contract as "the Parties."

RECITALS

A. VCHOA governs a subdivision known as Villa Casitas Subdivision, located in El Paso County, Colorado (the "Subdivision"). The exact location of the Subdivision is more particularly described on Exhibit A, attached hereto, and incorporated herein by this reference.

B. The Company intends to operate a small aggregate hauling business on a certain parcel of real property located in El Paso County, Colorado and adjacent to Villa Casitas Subdivision (the "Property"), more particularly described as follows:

THAT PART OF THE SOUTH HALF OF SECTION 35, TOWNSHIP 17 SOUTH, RANGE 65 WEST OF THE 6th PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO; LYING EAST OF LOT 14, THE CALLE BERNARDO RIGHT OF WAY AND THE AVENIDA HERMOSA RIGHT OF WAY AS PLATTED BY VILLA CASITAS FILING NO. 1 AND SHOWN ON THE SUBDIVISION PLAT THEREOF RECORDED IN PLAT BOOK R-2 AT PAGE 63 OF THE RECORDS OF THE EL PASO COUNTY CLERK AND RECORDER; LYING SOUTH OF LOT 52 AND THE CALLE PACIFICO RIGHT OF WAY AS PLATTED BY VILLA CASITAS FILING NO. 3 AND SHOWN ON THE SUBDIVISION PLAT THEREOF RECORDED IN PLAT BOOK T-2 AT PAGE 21 OF SAID EL PASO COUNTY RECORDS AND LYING WEST OF THE INTERSTATE 25 RIGHT OF WAY

also known by street and number as 21255 Calle Pacifico Point, Fountain, Colorado 80817.

C. The Company will access the Property over and across the Subdivision road known as Avenida Hermosa View.

D. VCHOA has an interest in maintaining Avenida Hermosa View as a safe thoroughfare for the Subdivision's residents.

E. The Company agrees to assist in maintaining Avenida Hermosa View by donating money and services as described herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. The Company's trucks may access the Property from Avenida Hermosa View only and may not use any other roads in the Subdivision to access the Property or for any other

Company purpose. In the event the Company accesses or otherwise uses any road within the Subdivision other than Avenida Hermosa View, the Company agrees to pay VCHOA liquidated damages in the amount of \$500.00 for each "instance," with instance being defined as each time any vehicle operating on behalf of the Company enters or exits the Property on any road other than Avenida Hermosa View.

2. The Company's trucks shall not exceed the posted speed limits on Avenida Hermosa View.

3. Starting on October 1 in the year the Company begins storing its trucks on the Property, and on October 1 each year thereafter, the Company will donate the sum of \$2,000 to VCHOA, which funds shall be separately accounted for and may be used for maintenance and repair of Avenida Hermosa View and for no other purpose.

4. The Company agrees to donate 20 hours of material transport services per year, as needed and determined by VCHOA. VCHOA shall be responsible for securing equipment, and additional materials to maintain Avenida Hermosa View in accordance with the VCHOA Bylaws. VCHOA may purchase materials through the Company at cost.

5. In addition to the foregoing, in the event the Company's trucks cause any damage to Avenida Hermosa View, the Company shall repair the road within a mutually agreed upon time frame, stated in writing and signed by the Parties, or if the Parties cannot agree on a time frame, no more than two months after written notification is provided to the Company by VCHOA. If the Company learns of such damage to Avenida Hermosa View through its own observation, it will immediately notify VCHOA in writing of the nature of the damage, the location of the damage, the plan for repair and the anticipated time frame of repair. The Company shall provide the labor, equipment (including but not limited to road maintenance equipment), and materials needed for said repairs. For purposes of this paragraph 5, said repairs shall not include routine maintenance necessitated by ordinary wear and tear, which routine maintenance shall remain the VCHOA's responsibility.

6. VCHOA shall be responsible for providing general liability insurance and automobile insurance for any road maintenance equipment it owns or leases.

7. The Company shall be responsible for providing general liability insurance and automobile insurance on the Company's trucks and any road maintenance equipment it owns or leases to repair Avenida Hermosa View pursuant to paragraph 5 above.

8. The Company shall be liable for any damage to personal or real property located within the Subdivision, including Avenida Hermosa View, including, but not limited to, driveways, landscaping, and telephone, cable, water, sewer, gas, or electrical lines and related infrastructure, where such damage is caused by the Company. The Company agrees to indemnify and hold VCHOA harmless from any and all such claims in which the Company is alleged to have caused any damages, including any personal injury claims, within the Subdivision.

9. VCHOA shall be liable for any damage to personal or real property located within the Subdivision, including Avenida Hermosa View, including, but not limited to, driveways, landscaping, and telephone, cable, water, sewer, gas, or electrical lines and related infrastructure, where such damage is caused by any work performed by or through VCHOA or its contractors pursuant to this Contract. VCHOA agrees to indemnify and hold the Company harmless from any and all such claims in which VCHOA or its contractors are alleged to have caused any damages, including any personal injury claims, within the Subdivision.

10. All notices required hereunder will be deemed delivered when delivered personally, 3 days after mailing by certified mail, return receipt requested, or when delivered by a nationally recognized overnight courier to the respective party at the following addresses or to such other address as each respective party may in writing hereafter designate:

(a) To VCHOA:

Villa Casitas Homeowners Association, Inc.
P.O. Box 534
Fountain, Colorado 80817

(b) To the Company:

Gone Trucking, LLC
Attn: Mr. Gary Meisman
21255 Calle Pacifico Point
Fountain, Colorado 80817

11. This Contract will be binding upon the Parties and their respective heirs, assigns, successors, and personal representatives.

12. The duties and obligations of the Parties to this Contract shall be construed and enforced pursuant to the laws of the State of Colorado. This Contract shall be construed to have been drafted by all the Parties so that the rule of construing ambiguities against the drafter will have no force or effect. If any provision or portion of a provision of this Contract is held to be unenforceable, the remaining provisions of this Contract will nevertheless be given full force and effect as if the unenforceable provision or portion thereof were omitted, and the Parties will agree upon, and substitute a similar, enforceable provision for the unenforceable provision.

13. This Contract may be modified only by a writing signed by both Parties hereto.

IN WITNESS WHEREOF, the Parties have executed this Road Maintenance Contract the day and year first written above.

