

Roads &
Snow Removal

ASPEN COVE SERVICE AGREEMENT

Agreement made this 3 day of November, 2012, between Aspen Cove Homeowners Association and MK Erkkila, L.L.C. (Hereinafter "contractor") for provision of snow removal, road maintenance, and related services.

1. The Parties agree, that contractor shall remove snow from the following areas:
 - a. All Aspen Cove roads, including maintenance roads & road to pump house.
 - b. The Madsen Bay State Park road between SR96 and Aspen Cove.
 - c. The Madsen Bay State Park boat ramp parking lot.
 - d. Driveways requested by lot owners, paid by lot owners.

Contractor shall remove snow as soon as possible after he is aware of accumulations along said roadways, and will make all reasonable efforts to reduce drifts on roads from making the roads impassable or hazardous for motor vehicle traffic.

Contractor shall also provide services when requested by Carbon County Sheriff's Office Ambulance, and any other Carbon County law enforcement authority.

Contractor shall use and provide his own equipment, and shall ensure that his equipment is in good running condition at all times.

2. This contract shall be for the period of 2 years beginning November 2012, and shall automatically renew for two additional year following its expiration, unless terminated earlier in writing. Contractor or Aspen Cove Homeowners Association holds the right to exercise termination of this contract following 30 days written notice.
3. Contractor shall be paid the following rates, which include all expenses associated with contractor's equipment and an operator.
 - a. November 2012-2014----\$102.00 per hour.
 - b. November 2014-2016----\$109.00 per hour.
 - c. November 2016-2018----\$116.00 per hour.

Contractor reserves the right to charge a \$1.00 per hour surcharge for every \$0.15 per gallon increase in fuel charges when diesel fuel rises above \$4.90 per gallon.

4. Contractor shall be paid \$18.50 per hour for each additional laborer for each hour of labor performed.
5. Contractor shall be paid a \$400.00 per month standby fee for each machine on standby in Aspen Cove for the months of November, December, January, February and March.

6. Contractor shall maintain ditches, bar pits, and grading of Aspen Cove roads on an as-needed basis or when directed by the board member over road maintenance.
7. Contractor will be responsible for delivering new road base/gravel for road maintenance when directed by the board member over road maintenance.
8. Contractor shall maintain in full force and effect throughout the terms of this agreement Worker's Compensation Insurance; Commercial General Liability Insurance (including public liability, personal injury; and property damage) in an amount not less than \$1,000,000, for snow removal, \$300,000, for grading and automobile liability insurance in an amount no less than \$100,000.
Contractor agrees that Aspen Cove is hereby released from and shall not be liable to Contractor or his employees while performing services under this contract.
9. Contractor shall indemnify and hold harmless Aspen Cove for any and all personal property injuries, damages, losses, claims, expenses, including attorney's fees and cost, incurred by Aspen Cove by reason of Contractors negligence.
10. Contractor shall coordinate with the Aspen Cove board member who is over road maintenance.

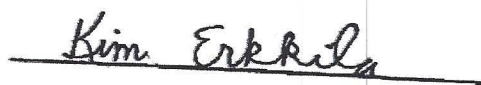
ASPEN COVE


ASPEN COVE PRESIDENT

Attest:

Secretary

CONTRACTOR


MK ERKKILA, LLC.