LETTER OF UNDERSTANDING AND AGREEMENT
BETWEEN
THE RANCHES AT BULL CANYON PROPERTY OWNERS ASSOCIATION
AND
TIM LAMB

REFERENCE ROAD REPAIR, MAINTENANCE AND SECURITY WATCH ON THE RANCH PROPERTY

THE RANCHES AT BULL CANYON (RBC) PROPERTY OWNERS ASSOCIATION (The POA) and Tim Lamb agree to the following:

Road repairs, creek crossing and perimeter fences, equipment maintenance, procurement and material:

1. Tim Lamb will be contracted for the period beginning 1 May 2022 and ending 30 April 2023. At the end of this period, the POA and Tim Lamb will, by mutual agreement, decide whether to renew this contract.
2. Tim Lamb will be paid twice a month a sum of $1,250.00 for the term of the agreement, for a total $30,000.00; No taxes will be withheld and no insurance or other benefits will be offered.
3. Tim Lamb will coordinate with and receive direction from the POA's Roads Superintendent only. Currently the Roads Superintendent is Charles Simon. The POA will notify Tim Lamb of any changes in this position.
4. Tim Lamb will maintain and repair the roads at the Ranches at Bull Canyon, including all creek crossings, perimeter fencing and the entrance road and gate. Tim Lamb will maintain and submit to the Roads Superintendent for the POA a record of all road work performed.
5. Tim Lamb will maintain and repair all POA owned equipment as needed; any repairs will be agreed to by the POA's Roads Superintendent and will be documented by Tim Lamb.
6. Tim will maintain a work/cost Spreadsheet of his day to day operations and will submit this spreadsheet periodically to the Roads Superintendent for the POA as agreed to by Tim Lamb and the Roads Superintendent.
    a. Documentation will be provided including dates worked, hours worked, short description of work performed and location(s) where the work was done.
    b. Before and/or after pictures will be taken as needed for documentation. The need for such pictures will be determined by the Roads Superintendent.
    c. The work/cost spreadsheet will be submitted at the end of each period as agreed to by Tim Lamb and the Road Superintendant. Bimonthly payments may be delayed if work/cost spreadsheets are not submitted.

7. Prior to Tim Lamb purchasing items with a cost in excess of $200.00, items to be purchased will be documented and submitted to the POA's Roads Superintendent for pre-approval of purchases. Items covered include:
    a. Maintenance items for the POA's road equipment such as oil, grease, hydraulic and brake fluid, tires, replacement belts, hoses, filters, etc.
    b. Equipment repairs.

Initial: TL Tim Lamb CGS Charles G Simon

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AGREEMENT
1 of 4
05/16/2022 01:01:56 PM
BY JOAQUIN ROMO

c. Fuel for operation of the POA's road equipment.
d. Materials, supplies, hardware, tools, etc. required for the maintenance, repair and upgrade of the road system and of the perimeter fences and gates.
e. Rental equipment.
f. Any other items required for the performance of this agreement.

8. Once approved by the POA Roads Superintendent and other POA officer to be designated by the POA, items to be purchased will be obtained by Tim Lamb or by the POA. Tim Lamb will be reimbursed by the POA for items purchased by him per the terms of this agreement. No additional funds will be paid for these services unless agreed to by the POA Roads Superintendent.
   a. In case of an emergency Tim can call and get approval from the POA Roads Superintendent and the other POA officer to be designated by the POA.

9. Work requested by any RBC lot owner on their lot(s) and using the POA's equipment will be performed per the POAs established policy. Tim Lamb will not be compensated for such work under the terms of this agreement, but rather will be compensated per the POA's policy concerning RBC lot owner requested work. Such compensation will be in addition to the compensation to Tim Lamb provided by this agreement. This policy may be amended from time to time by the POA Board of Directors.

10. As needed, but no more than once a year, the POA may perform a special project to improve the road crossings via culverts and/or other structure(s). This effort is recognized by the POA as going beyond the scope of normal road maintenance. Therefore, for this effort, Tim Lamb will be paid the amount of $1,000 to coordinate and assist in this effort.

Bull Canyon Security:

1. Tim Lamb will observe and document any out of the ordinary activities, trespassing, vandalism, acts of nature, etc. and will report ASAP to the POA Roads Superintendent.
2. Tim Lamb will monitor ranch gates and fences and report any damage or other issues to the POA Roads Superintendent ASAP.
3. Should a security issue occur, Tim Lamb will immediately contact the police if needed and will then notify the Roads Superintendent and the other POA officer to be designated by the POA via a phone call (by text message if phone service unavailable) as soon as possible.

TIM LAMB: Tim Lamb

POST OFFICE BOX 67 NEWKIRK, NM 88431 TELEPHONE 662-617-9556

EXECUTED THIS 26 **DAY OF** April**, 2022.**

Initial: TL Tim Lamb CGS Charles G Simon

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ROBERT SERRANO III, CLERK
202200236
AGREEMENT
2 of 4
05/16/2022 01:01:56 PM
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ACKNOWLEDGMENT OF NATURAL PERSONS
STATE OF NEW MEXICO
SIGNED AND SWORN TO ME BEFORE THIS 26 **DAY OF** April **2022**

Joseph Salas **NOTARY PUBLIC**

STATE OF NEW MEXICO
NOTARY PUBLIC
JOSEPH SALAS
COMMISSION # 1135747
EXPIRES OCTOBER 15, 2025

THE RANCHES AT BULL CANYON PROPERTY OWNERS ASSOCIATION, INC.

Charles G Simon

BY CHARLES G. SIMON
PRESIDENT, RBCPOA BOARD OF DIRECTORS

EXECUTED THIS 2nd **DAY OF** May **, 2022**

ACKNOWLEDGMENT OF NATURAL PERSONS
STATE OF UTAH
SIGNED AND SWORN TO ME BEFORE THIS 2nd **DAY OF** May **2022**

Heather Bailey **NOTARY PUBLIC**

HEATHER BAILEY
NOTARY PUBLIC • STATE OF UTAH
COMMISSION NO. 718852
COMM. EXP. 06/17/2025

GUADALUPE COUNTY-NM
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202200236
AGREEMENT
3 of 4
BY 05/16/2022 01:01:56 PM
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THE RANCHES AT BULL CANYON

DISCLAIMER

This disclaimer of liability is signed to acknowledge that the undersigned recognizes that in undertaking any work on behalf of the Property Owners Association of The Ranches at Bull Canyon (The Association) no liability of any kind shall accrue to the detriment of the Association nor their eventual insurers and that the undersigned acknowledges and accepts by the appending of his signature that he has been made aware of same.

Signed this 26 **day of April 2022.**

By Tim Lamb

Of Bull Canyon

Witnessed by Diane Johnson

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ROBERT SERRANO III, CLERK
202200236
AGREEMENT
4 of 4
BY 05/16/2022 01:01:56 PM
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