

## ROAD MAINTENANCE AGREEMENT

Hirschhorn Lane, Lincoln County, Montana

1. **PARTIES.** The parties to this agreement are the owners of all lots that utilize the access road, known as Hirschhorn Lane, located in Section(s) 11, Township 35N., Range 26W in Lincoln County, Montana
2. **PURPOSE.** The purpose of this agreement is to establish a means for the repair and maintenance of the above referenced road that will be equitably shared among the property owners of referenced road.
3. **CONSIDERATION.** The consideration for this agreement are the mutual benefits to be derived by the parties, their heirs, and assigns.
4. **REFERENCED STANDARD.** The following description is the referenced standard of the road as of May 2017: A gravel and dirt road that is subject to weather conditions and at times has pot holes and pits that need repair.
5. **AGREEMENT.** The owners of the above reference land shall, at their own expense, repair and maintain the above referenced road. The road repair and maintenance responsibility will be equally (and proportionally) shared among the land owners. A meeting may be held between the owners at specific time intervals, or called when required, to discuss the specifics and responsibilities in insuring the road is kept at the referenced standard as given in Section 4. In addition, if at any time, one or more residents on referenced road requests that all residents of said road contribute financially to developing a paved or blacktop road, this request will not be included in the repair and maintenance of referenced road description and responsibilities as described above. If such a situation occurs, property owners of referenced road will not be held liable under any of the enforcements described in Section 8 of agreement. Financial contribution for a paved or blacktop road will be left to the discretion and ability of each resident.
6. **PERSONS BOUND BY AGREEMENT.** This agreement shall be binding upon the heirs, successors, and assigns of the parties and shall be deemed to be an obligation running with the land.

7. **TERMINATION OF AGREEMENT.** This agreement shall remain in full force and effect until such time as city, county, state, or federal authorities install some other arrangements to facilitate maintenance of reference road.

8. **ENFORCEMENT OF AGREEMENT.** This agreement may be enforced by all remedies available under Montana Law, including the placement of a lien against the property, or properties, of an owner who does not pay their share of the repair or maintenance required per the Lincoln County Subdivision Regulations requirements or maintenance deemed necessary by the majority of the parties of this agreement that utilize the road. If legal action is taken to enforce this agreement, the successful party or parties, shall be entitled to be reimbursed for reasonable and necessary costs incurred, including attorney fees.

Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any of the aforementioned restrictions, either to restrain violation or to recover damages.

Print name JOHN SALUS

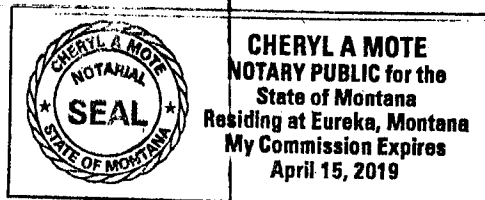
x John Salus

Aug 4 / 2017

STATE OF MONTANA           )  
  ) ss.  
County of Lincoln                    )

On this 4<sup>th</sup> day of August, 2017, before me, a notary public in and for said State, personally appeared John Salus known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.



Cheryl A Mote  
Notary Public for State of Montana  
Residing at Eureka, Montana  
My commission expires 4-15-19