### PRIVATE ROAD MAINTENANCE AGREEMENT

An Agreement made this original date of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_, applicable to the undersigned lot owners and users,

**RECITALS**

WHEREAS, the Private Road(s), as described below, is/are in the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Subdivision, located in located in Section(s)\_\_\_\_\_\_\_\_\_\_, Township \_\_\_\_\_\_\_\_\_N., Range \_\_\_\_\_\_\_\_\_\_\_W, within Lincoln County, Montana, and

WHEREAS, the undersigned lot owners are the owners or users of the Private Road(s), as described below, in the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Subdivision located within Lincoln County, Montana

WHEREAS, the parties desire to enter into an Agreement regarding the costs of maintenance and improvements to the Private Road(s) and emergency access listed below; and

WHEREAS, it is agreed that future parcel owners or users will add their signatures to this document;

(Road Description to be entered here)

NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. Vehicle and Pedestrian Access Easement. The Private Road(s), as described above, shall be subject to a perpetual, nonexclusive easement for ingress and egress granting access to all the parcel owners and their occupants, agents, employees, guests, services and emergency vehicles.
2. Utility Easement. The Private Road(s), as described above, shall be subject to a perpetual, nonexclusive public utility easement for the purpose of permitting above and below ground public utilities to be installed and maintained.
3. Road Maintenance. Road maintenance and road improvements will be undertaken and made whenever necessary to maintain the road in good operating condition at all times and to insure the provision of safe access by emergency vehicles. A majority vote of parcel owners is required for any road improvements. If any parcel owner performs improvements, maintenance, repairs or replacements without the approval of the other lot owners prior to performing such work, the lot owner performing such work shall become liable for the entire cost thereof, unless such work is deemed an emergency.
4. Parking. For the safety of the residents, no machinery, trailers, vehicles or other property may be stored or parked upon the Private Road(s), as described above, except parking of vehicles for limited periods of time (not to exceed twelve hours).
5. Cost Sharing. Road maintenance, snowplowing and road improvement costs shall be shared between the lot owners to the above mentioned road(s).
6. Snow Plowing. The Private Road(s), as described above, shall be snowplowed so as to permit year round access. The cost shall be shared by the lot owners. Individual driveway snow plowing will be the responsibility of the Lot Owner themselves.
7. Effective Term. This Agreement shall be perpetual, and shall encumber and run with the land.
8. Binding Agreement. This Agreement shall be binding upon the parties hereto, their respective heirs, executors, administrators and assigns.
9. Amendment. This Agreement may be amended only by two-thirds majority consent of all parcel owners.
10. Enforcement. This Agreement may be enforced by a majority of lot owners. If a court action or lawsuit is necessary to enforce this Agreement, the party commencing such action or lawsuit shall be entitled to reasonable attorney fees and costs, if the party prevails.
11. Invalidity. Should any provision in this Agreement be deemed invalid or unenforceable, the remainder of the Agreement shall not be affected and each term and condition shall be valid and enforceable to the extent permitted by law.
12. Disclaimer by Lincoln County. It is understood and agreed that Lincoln County, and any agent representing the County shall not be liable or responsible in any manner to the developer or the property owners along the road, or to their contractors, subcontractors, agents, or any other person, firm or corporation, for any debt, claim, demand, damages, action or causes of action of any kind or character arising out of or by reason of the activities or improvements being required herein.

 *----------------------------------------------------------------------- -----------------------------*

 *Developer Date*

 *----------------------------------------------------------------------- -----------------------------*

 *Developer Date*

*STATE OF MONTANA )*

 *) ss.*

*County of )*

*On this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_, before me, a notary public in and for said*

*State, personally appeared \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 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.*

 (SEAL) \_\_\_\_\_\_\_\_\_\_*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

 *Notary Public for State of Montana*

 *Residing at Libby, Montana*

 *My commission expires \_\_\_\_\_\_\_\_\_\_\_\_\_\_*