

After recording return to:
Brent Elledge
4428 67th Avenue NE
Marysville, Washington 98270

and with a copy to:
Neal Bouma
PO Box 775
Choteau, MT 59422



Debbie Pierson, Flathead County MT by DD

202100015221

Page: 1 of 9

Fees: \$63.00

4/30/2021 4:20 PM

See Attached Assr #'s



REIMBURSEMENT AGREEMENT

THIS REIMBURSEMENT AGREEMENT (this "Agreement") is entered into as of this 21st day of April, 2021, by and between **Neal Bouma**, with a mailing address of PO Box 775, Choteau, Montana 59422 ("Neal"), **Brent Elledge**, with a mailing address of 4428 67th Avenue NE, Marysville, Washington 98270 ("Brent") and **Bouma Truck Sales, Inc.**, a Montana Corporation, with a mailing address of PO Box 775, Choteau, Montana 59422 ("Bouma Truck Sales"). Neal and Brent, and their respective successors, are singularly referred to herein as "Developer" and collectively referred to herein as "Developers".

RECITALS:

A. Brent purchased certain real property located in Flathead County, Montana, more particularly identified as Tract 1 on **Exhibit A** ("Tract 1"), pursuant to that certain Real Property Purchase and Sale Agreement dated December 2, 2020 by and between Brent, as Buyer, and Neal, as Seller (the "Tract 1 Agreement").

B. Brent purchased certain real property located in Flathead County, Montana, more particularly identified as Tract 3 on **Exhibit A** ("Tract 3") pursuant to that certain Real Property Sale and Purchase Agreement date December 2, 2020 and that certain First Addendum dated December 7, 2020, by and between Brent, as Buyer, and Neal, as Seller (the "Tract 3 Agreement"). The Tract 3 Agreement together with the Tract 1 Agreement are hereinafter referred to as the "Purchase Agreements".

C. Neal owns real property located in Flathead County, Montana, more particularly described on **Exhibit B**.

D. Bouma Truck Sales owns real property located in Flathead County, Montana, more particularly described on the attached **Exhibit C**.

E. Pursuant to the Purchase Agreements, the Developers agree to (i) install, or cause to be installed, an electrical utility hookup (the "Utility Installation") situated on Tract 1 at the location indicated on the attached **Exhibit D**; and (ii) equally split the cost of the Utility Installation.

F. The parties hereto acknowledge the mutual benefit created by the Utility Installation and desire to establish a framework and agreement to reimburse the Developers for the Utility Installation cost as the Parcels (defined below) access the Utility Installation installed by Developers.



G. The parties desire to enter into this Agreement which shall be recorded and be deemed an encumbrance on the title of each parcel of real property described on **Exhibit E** (each a "Parcel" and collectively the "Parcels").

NOW, THEREFORE, in consideration of the mutual benefits and obligations set forth herein and for other valuable consideration, the parties hereto agree as follows:

1. **Incorporation of Recitals.** All of the recitals set forth above are adopted by the parties as material elements of this Agreement.

2. **Entitlement to Reimbursement.** Upon completion of the Utility Installation, the Developers will be entitled to reimbursement for costs associated with the Utility Installation pursuant to the terms and conditions of this Agreement. The parties agree that Developers are entitled to seek reimbursement from the owner/owners of each Parcel in the amount of \$10,000 (the "Connection Fee"), at such times as each Parcel attempts to "connect" to the Utility Installation. With respect to a portion of a Parcel that is subdivided from a Parcel, the Developers are entitled to the Connection Fee at such times as each subdivided Parcel attempts to "connect" to the Utility Installation. Each Parcel, or any portion thereof, that attempts to "connect" to the Utility Installation is hereinafter referred to as a "Connected Parcel."

a. *Exception:* Notwithstanding any provision of this Agreement which may appear to the contrary, the first residence constructed by Brent on Tract 1 or Tract 3 will not incur a Connection Fee.

3. **Obligation to Pay.** The owner of a Connected Parcel shall pay \$5,000 in cash or certified funds to both Brent and Neal at the time of connecting to the Utility Installation. The amount owed under this Agreement shall be a lien upon a Connected Parcel which may be foreclosed as a mortgage under Montana law.

4. **Termination.** After Brent and Neal have been reimbursed for their costs of the Utility Installation (determined at the discretion of Brent and Neal), Brent and Neal shall record a document with the office of the Flathead County Clerk and Recorder referencing this Agreement and its termination.

5. **Successors in Interest.** The Parcels may be subdivided, or their boundaries adjusted so that a parcel may be different than one of the existing Parcels. Nevertheless, this Agreement shall inure to the benefit of, and shall be binding upon, the assigns, successors in interest, personal representatives, estate, heirs, and legatees of each of the parties hereto regardless of boundary line adjustments or subdivisions of the Parcels. The obligations of owners of the Parcels set forth in this Agreement shall transfer to such owners' assigns, successors in interest, personal representatives, estate, heirs, and legatees.

6. **Notices.** All notices, requests, payments, demands and other communications required or permitted to be given under this Agreement shall be in writing and shall either be delivered in writing personally or be sent by regular or certified first-class mail, postage prepaid, deposited in the United States mail, and properly addressed to the party at his address set forth in the first paragraph of this Agreement or any other address that such party may designate by written notice to the other party.

7. **Governing Law.** This Agreement has been made and entered into in the State of Montana and shall be governed by and construed in accordance with the laws of the State of Montana.




8. **Attorney Fees.** If any party to this Agreement, or their successors, brings an action to interpret or enforce this Agreement, the prevailing party in such action shall be entitled to judgment for its reasonable attorney fees and costs incurred in such action, including reasonable attorney fees and costs of any appeal.

9. **Entire Agreement: Amendments.** This Agreement contains the entire agreement between the parties hereto, and no prior written or oral representations, inducements, agreements, promises or undertakings which alter, modify, add to or supplement the terms and conditions of this Agreement shall have any force or effect. This Agreement shall not be modified, amended, or changed in any respect except by written document signed by all parties hereto.

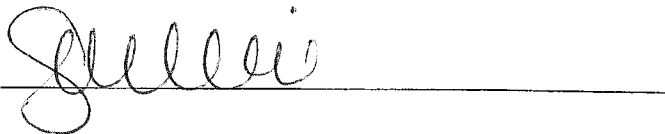
10. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which counterparts shall be deemed an original instrument and all of which together shall constitute a single Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the date first above written.


Brent Elledge

STATE OF MONTANA)
County of Flathead): ss.

This instrument was acknowledged before me on the 28th day of April, 2021, by **Brent Elledge**.



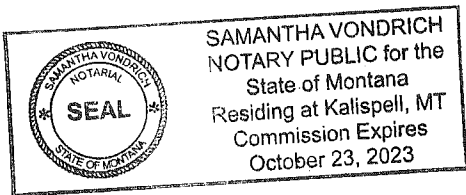




Exhibit A
Real Property Owned by Brent Elledge

Tract 1

Tract 1 of Certificate of Survey No. 21774, a tract of land, situated, lying and being in the Northwest Quarter (NW $\frac{1}{4}$) of Section 29, Township 27 North, Range 21 West, P.M.M., Flathead County, Montana.

Tract 3

Tract 3 of Certificate of Survey No. 21774, a tract of land, situated, lying and being in the Northwest Quarter (NW $\frac{1}{4}$) of Section 29, Township 27 North, Range 21 West, P.M.M., Flathead County, Montana.



Exhibit B
Real Property Owned by Neal Bouma

Parcel 1

NORTH HALF (N¹/₂)
The Northwest Quarter (NW¹/₄) of the Northeast Quarter (NE¹/₄) of Section 29,
Township 27 North, Range 21 West, P.M.M., Flathead County, Montana.

Parcel 2

~~The Northeast Quarter (NE¹/₄) of the Northeast Quarter (NE¹/₄) of Section 29,
Township 27 North, Range 21 West, P.M.M., Flathead County, Montana.~~

Parcel 3

The Southeast Quarter (SE¹/₄) of the Northeast Quarter (NE¹/₄) of Section 29,
Township 27 North, Range 21 West, P.M.M., Flathead County, Montana.

Parcel 4

The Southwest Quarter (SW¹/₄) of the Southeast Quarter (SE¹/₄) of Section 20,
Township 27 North, Range 21 West, P.M.M., Flathead County, Montana.

Parcel 5

Government Lot 12 of Section 20, Township 27 North, Range 21 West, P.M.M.,
Flathead County, Montana.

Parcel 6

Tract 5 of Certificate of Survey No. 21774, a tract of land, situated, lying and
being in the Northwest Quarter (NW¹/₄) of Section 29, Township 27 North, Range
21 West, P.M.M., Flathead County, Montana.



Exhibit C
Real Property Owned by Bouma Truck Sales, Inc.

Parcel 1

The Southwest Quarter (SW $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of Section 29, Township 27 North, Range 21 West, P.M.M., Flathead County, Montana.

Parcel 2

The Southeast Quarter (SE $\frac{1}{4}$) of Section 29, Township 27 North, Range 21 West, P.M.M., Flathead County, Montana.

Parcel 3

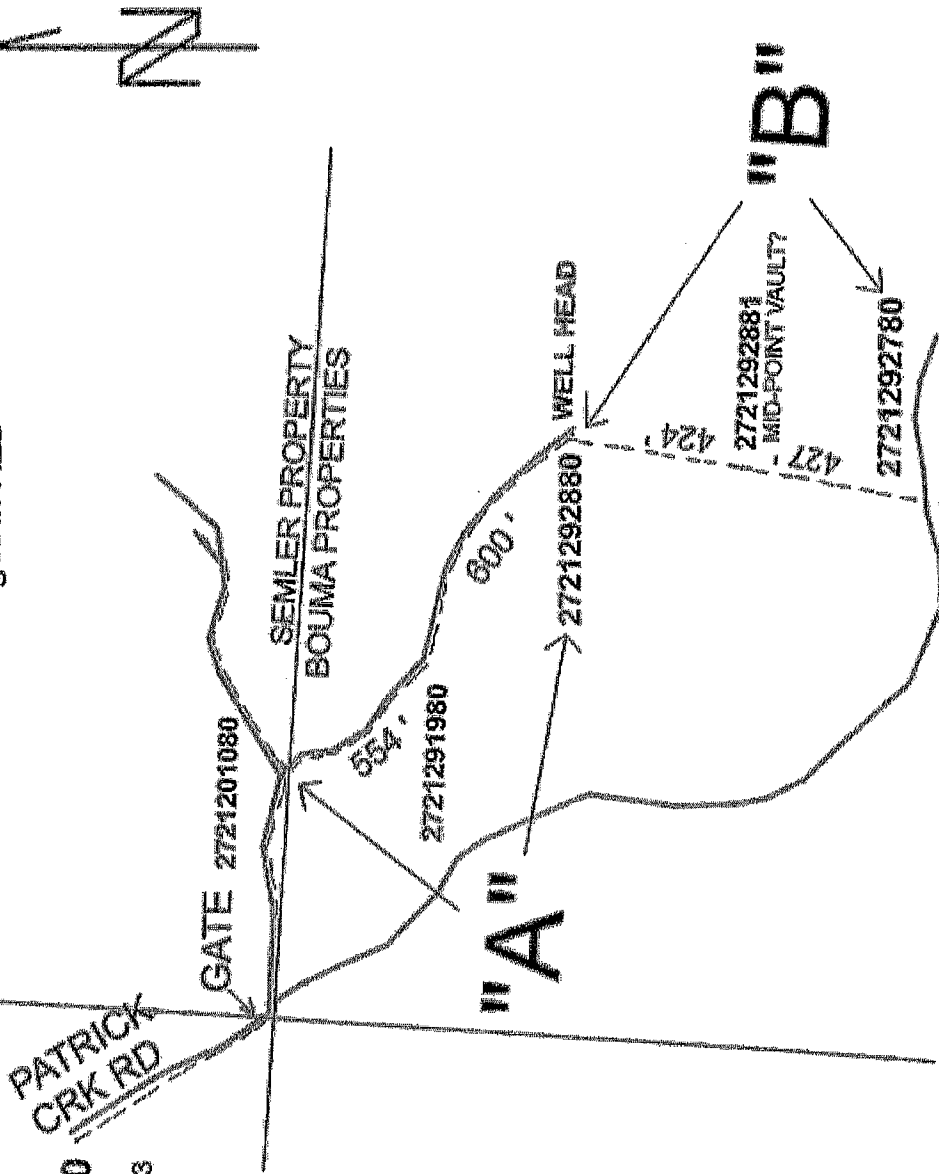
Tract 1 of Certificate of Survey No. 20946, a tract of land, situated, lying and being in the Southwest Quarter (SW $\frac{1}{4}$) of Section 29, Township 27 North, Range 21 West, P.M.M., Flathead County, Montana.



Exhibit D

WORK ORDER #: 20202517	Rate Class: 106	Direct. Dist.:	Completed By:
Member: BOUMA, NEAL	Trans. Volt.: N/A	Svc. Rating: N/A	Completion Date:
Service Address: PATRICK CREEK RD	A.T.C.:	Phase: Single	Start #:
City: KALISPELL	El. Permit: N/A	Easement:	End #:
New Pole/Station: 2721292780	Description of Work: BACKBONE POWER TO PROPERTIES	Contract:	Reel #:
Twp. 27 N	Ring. 21 W	Sec. 29	TOTAL:

Mark 'AS-BUILT' changes in RED



Scale: 1" = 333 feet



Exhibit E

Legal Description of Parcels

North Half (N¹/₂)
The Northwest Quarter (NW¹/₄) of the Northeast Quarter (NE¹/₄) of Section 29, Township 27 North, Range 21 West, P.M.M., Flathead County, Montana.

~~The Northeast Quarter (NE¹/₄) of the Northeast Quarter (NE¹/₄) of Section 29, Township 27 North, Range 21 West, P.M.M., Flathead County, Montana.~~

The Southeast Quarter (SE¹/₄) of the Northeast Quarter (NE¹/₄) of Section 29, Township 27 North, Range 21 West, P.M.M., Flathead County, Montana.

The Southwest Quarter (SW¹/₄) of the Southeast Quarter (SE¹/₄) of Section 20, Township 27 North, Range 21 West, P.M.M., Flathead County, Montana.

Government Lot 12 of Section 20, Township 27 North, Range 21 West, P.M.M., Flathead County, Montana.

Tract 1 of Certificate of Survey No. 21774, a tract of land, situated, lying and being in the Northwest Quarter (NW¹/₄) of Section 29, Township 27 North, Range 21 West, P.M.M., Flathead County, Montana.

Tract 3 of Certificate of Survey No. 21774, a tract of land, situated, lying and being in the Northwest Quarter (NW¹/₄) of Section 29, Township 27 North, Range 21 West, P.M.M., Flathead County, Montana.

Tract 5 of Certificate of Survey No. 21744, a tract of land, situated, lying and being in the Northwest Quarter (NW¹/₄) of Section 29, Township 27 North, Range 21 West, P.M.M., Flathead County, Montana.

The Southwest Quarter (SW¹/₄) of the Northeast Quarter (NE¹/₄) of Section 29, Township 27 North, Range 21 West, P.M.M., Flathead County, Montana.

The Southeast Quarter (SE¹/₄) of Section 29, Township 27 North, Range 21 West, P.M.M., Flathead County, Montana.

Tract 1 of Certificate of Survey No. 20946, a tract of land, situated, lying and being in the Southwest Quarter (SW¹/₄) of Section 29, Township 27 North, Range 21 West, P.M.M., Flathead County, Montana.

0976484
0015718
0015696
0015339
0088635
0016264
0450000
0016266
0015147

attached assessor numbers