



After recording return to:
Neal Bouma
PO Box 775
Choteau, MT 59422

Debbie Pierson, Flathead County MT by DT

See Attached Assr #'s cw

PRIVATE ROAD MAINTENANCE AGREEMENT

(Upper Bouma Road)

This **Private Road Maintenance Agreement** ("Agreement") is entered into as of April 27th, 2021 ("Effective Date") by and between **Neal Bouma**, of PO Box 775, Choteau, MT 59422 ("**Neal**"), **Bouma Truck Sales, Inc.**, a Montana Corporation, of PO Box 775, Choteau, MT 59422 ("**Bouma Truck Sales**"), and the **Upper Bouma Road Association**, a Montana non-profit corporation (together with its successors and assigns, the "**Association**"). Neal, Bouma Truck Sales, and the Association may be collectively referred to hereafter as the "**Parties**" and individually as a "**Party**."

Recitals:

A. Neal, and Bouma Truck Sales formed the Association for the purpose of maintaining and repairing the Upper Roads (defined Below). Neal and Bouma Truck Sales are currently the sole members of the Association.

B. Neal owns real property located in Flathead County, Montana, more particularly described as follows (the "Upper Road Tracts"):

Tract 2 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; and

Tract 4 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.

Two unimproved logging trails are located on the Upper Road Tracts (the "Upper Roads") as depicted in the attached **Exhibit A**. The Upper Roads provide access from the Lower Road to the Upper Properties (defined below). All references in this Agreement to the Upper Road(s) shall include the existing Upper Road(s) (singular for one road and plural for both) depicted on **Exhibit A** and all portions and extensions of the roads located on the Upper Road Tracts and such portions of the roads that traverse over the Upper Properties.

C. In addition to the Upper Road Tract, Neal owns real property located in Flathead County, Montana, more particularly described as follows (the "Neal Bouma Property"):



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. 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.

The Neal Bouma Property is currently unimproved.

D. Bouma Truck Sales owns real property located in Flathead County, Montana, more particularly described as follows: (the "Bouma Truck Sales Property").

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.

The Bouma Truck Sales Property is currently unimproved.

E. The Neal Bouma Property and the Bouma Truck Sales Property are adjacent properties. The Neal Bouma Property, the Bouma Truck Sales Property and any portion thereof or subdivided parcel therefrom are collectively hereinafter referred to as the "Upper Properties" and the owners of the Upper Properties are collectively hereinafter referred to as the "Upper



Property Owners.” The Upper Property Owners utilize the Upper Roads to access their respective properties.

F. All references in this Agreement to an “Improved Tract” shall mean any parcel of real property subject to this Agreement, including any portion thereof or subdivided parcel therefrom, (i) upon which the owner of such property has “broke ground” to construct a structure suitable for residential or recreational purposes, including but not limited to permanent structures, mobile homes and manufactured homes (for the avoidance of any doubt, any such parcel shall be considered an Improved Tract regardless of whether such structure serves as a permanent residence), or (ii) such parcel upon which any logging or recreational activity (hunting, snowmobiling, hiking, etc.) occurs; provided, however, that such parcel shall only be considered an Improved Tract during the calendar year in which such logging or recreational activity occurs. If one person holds an interest in more than one Improved Tract, then all Improved Tracts owned by the person shall be considered as only one Improved Tract; however, any Improved Tract used for residential purposes shall always be considered a separate Improved Tract for the purposes of this Agreement regardless of common ownership.

G. This Agreement is made for the purpose of and shall establish and memorialize the Parties’ rights, responsibilities and understanding regarding maintenance of the Upper Roads. The Upper Property Owners will share responsibility for such maintenance and repair of the Upper Roads, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby incorporate the Recitals into their agreement, and agree as follows:

1. The Upper Roads.

(a) Maintenance of Upper Roads. The Association shall maintain the Upper Roads, including snow removal, in a reasonable condition based upon similar roads located in Flathead County; provided, however, if there are further improvements to the Upper Road, or portions thereof, such that reasonable ingress and egress by the Upper Property Owners is made available for residential purposes, then the Association shall maintain the Upper Roads, or such improved portion thereof, in a condition suitable for said purpose (the “Upper Road Maintenance”). Each of the Upper Property Owners agree to be responsible for their pro rata share of the Upper Road Maintenance costs and expenses (the “Upper Road Maintenance Costs”) based upon the number of Improved Tracts located on the Upper Properties; provided, however, that Upper Property Owners are only responsible for Upper Road Maintenance Costs of the particular Upper Road that is contiguous to their property. Furthermore, the Upper Property Owners are not responsible for Upper Road Maintenance Costs associated with the portion of the Upper Road(s) that extends beyond their property and away from the Lower Road.

The Association agrees to conduct the Upper Road Maintenance, with the Upper Road Maintenance Costs apportioned among the Upper Property Owners as set forth in the preceding paragraph. The Upper Road Maintenance Costs shall be paid to the Association by the Upper Property Owners within a reasonable time after incurrence of the same, and at all times, prior to such Upper Road Maintenance Costs becoming delinquent. Repairs or maintenance of the Upper Road shall be required when a decision is reached by a majority of the owners of the Improved Tracts located on the Upper Properties. Each Improved Tract located on the Upper Properties shall have one vote.

(b) Improvements to the Upper Road. The Association and/or the Upper Property Owners may undertake such additional repairs and improvements to the Upper Road(s) as unanimously agreed to by the Upper Property Owners (the “Upper Road Improvements”),



including the sharing or allocating of the costs and expenses of the same. In the event the Upper Property Owners cannot unanimously agree upon the Upper Road Improvements, any Upper Property Owner may make such reasonable Upper Road Improvements, at such Upper Property Owner's sole cost and expense, that do not interfere with or otherwise impede the other Upper Property Owners' use and enjoyment of the Upper Roads.

2. Obstructions. The Association and the Parties will use reasonable efforts keep the Upper Roads free from obstructions, such as trash or rocks, as is reasonably practicable. Any Party may, at such Party's sole cost and expense, remove accumulated snow from the Upper Roads, so long as such snow removal is conducted according to reasonable standards.

3. Successors in Interest. This Agreement shall be a covenant running with the land and shall be binding on the heirs, successors and assigns of the Parties.

4. Underground Utility Repairs. In the event that changes or repairs are required by any underground utility systems (gas, water, electricity, sewer, cable, phone, etc.) that require breaking or disturbing the surface of the Upper Roads, the Association shall arrange for the timing and methods of repair work. The costs of such repair work shall be borne by the Parties benefitting from the work.

5. Damage. In the event a Party (including such Party's guests, invitees, or employees) damages or disturbs the surface of the Upper Roads (other than normal automobile and service ingress and egress), or damages or disturbs the surface of the Upper Roads in connection with a construction project, then such Party shall be responsible for promptly restoring the road surface to the same the condition in which it existed prior to being disturbed. If a Party performs excavation to the Upper Roads, when the excavation is complete that Party shall be responsible for promptly restoring the road surface to the same the condition in which it existed prior to the excavation.

6. No Liens or Encumbrances. The Parties shall not permit or allow any construction liens, materialman's lien, or other liens (collectively, "Liens") arising from their acts or omissions to attach to Neal or the Upper Road Tract, and the Parties shall immediately discharge the same. Further, the Parties agree to hold Neal forever harmless from any and all claims and liabilities of any kind and description which may arise out of or be connected in any way with said Liens.

7. Indemnification. The Parties agree to defend, protect, indemnify and hold harmless Neal his heirs, agents, successors and assigns and the Association its agents, successors and assigns from and against any and all damages, losses, injuries to person or property (including death), liabilities, demands, costs and expenses (including reasonable attorney fees and costs), judgments and compensation obligations arising out of or relating to intentional or negligent acts or omissions in connection with or relating to: (a) the use of the Upper Roads by the Parties, their invitees and guests, and (b) snow removal undertaken by, or on behalf of, a Party or Parties.

8. Remedies. In the event that any Party fails to pay its share of the repair or maintenance costs, the other Parties and the Association shall be entitled to costs, attorney fees and interest at the highest legal rate from the date of the invoice for payment. The Parties and the Association shall have the right to enforce, by any proceeding, at law or in equity, the terms and conditions of this Agreement. Failure by any Party or the Association to enforce the terms hereof shall in no event be deemed a waiver of the right to do so thereafter. In the event any Party or the Association employs an attorney to enforce the terms and conditions of this Agreement, the offending Party shall be obligated to pay, on demand, all costs, charges, and expenses, including reasonable attorney fees, incurred by the enforcing Party or the Association.

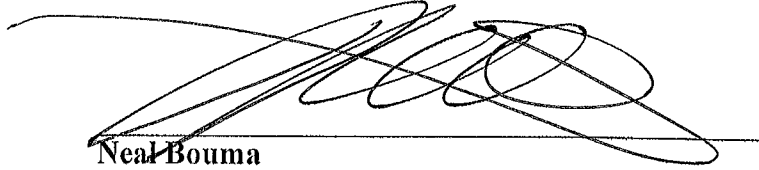


9. Entire Agreement: Amendments. This Agreement contains the entire agreement between the Parties, and no prior written or oral representations, inducements, agreements, promises or undertakings which alter, modify, add to or supplement the terms and conditions of this Agreement shall have any force or effect. No modification of or amendment to the terms of this Agreement shall be deemed effective unless the same shall be in writing and executed by 75% of the Improved Tracts. Any Party may apply to the Association for a variance to the terms of this Agreement according the Association's Bylaws for a term not exceeding one year. This Agreement shall be governed by and construed in accordance with the laws of the State of Montana.

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.

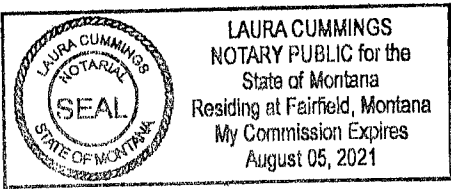
IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the date first above written.




Neal Bouma

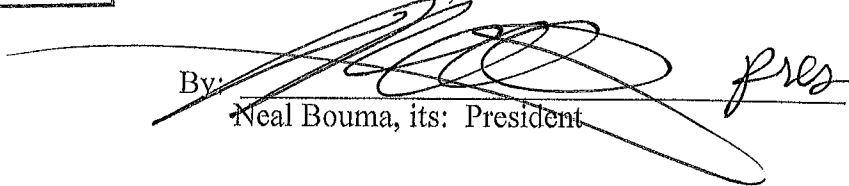
STATE OF MONTANA)
 : ss.
County of Teton)

This instrument was acknowledged before me on the 27th day of April, 2021,
by **Neal Bouma**.



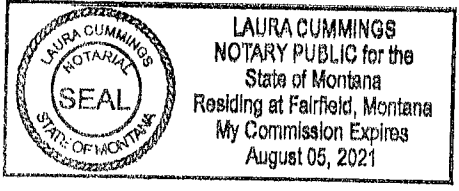
Laura Cummings

Bouma Truck Sales, Inc.

By:  pres
Neal Bouma, its: President

STATE OF MONTANA)
 : ss.
County of Teton)

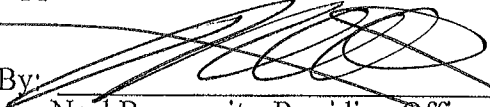
This instrument was acknowledged before me on the 27th day of April, 2021,
by Neal Bouma, President of **Bouma Truck Sales, Inc.**



Laura Cummings

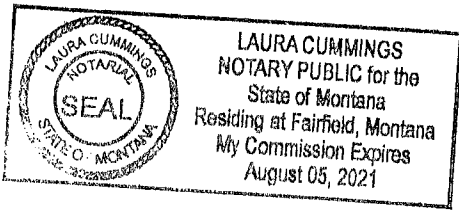


Upper Bouma Road Association

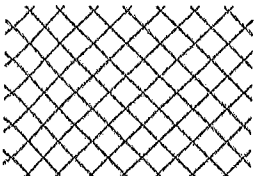
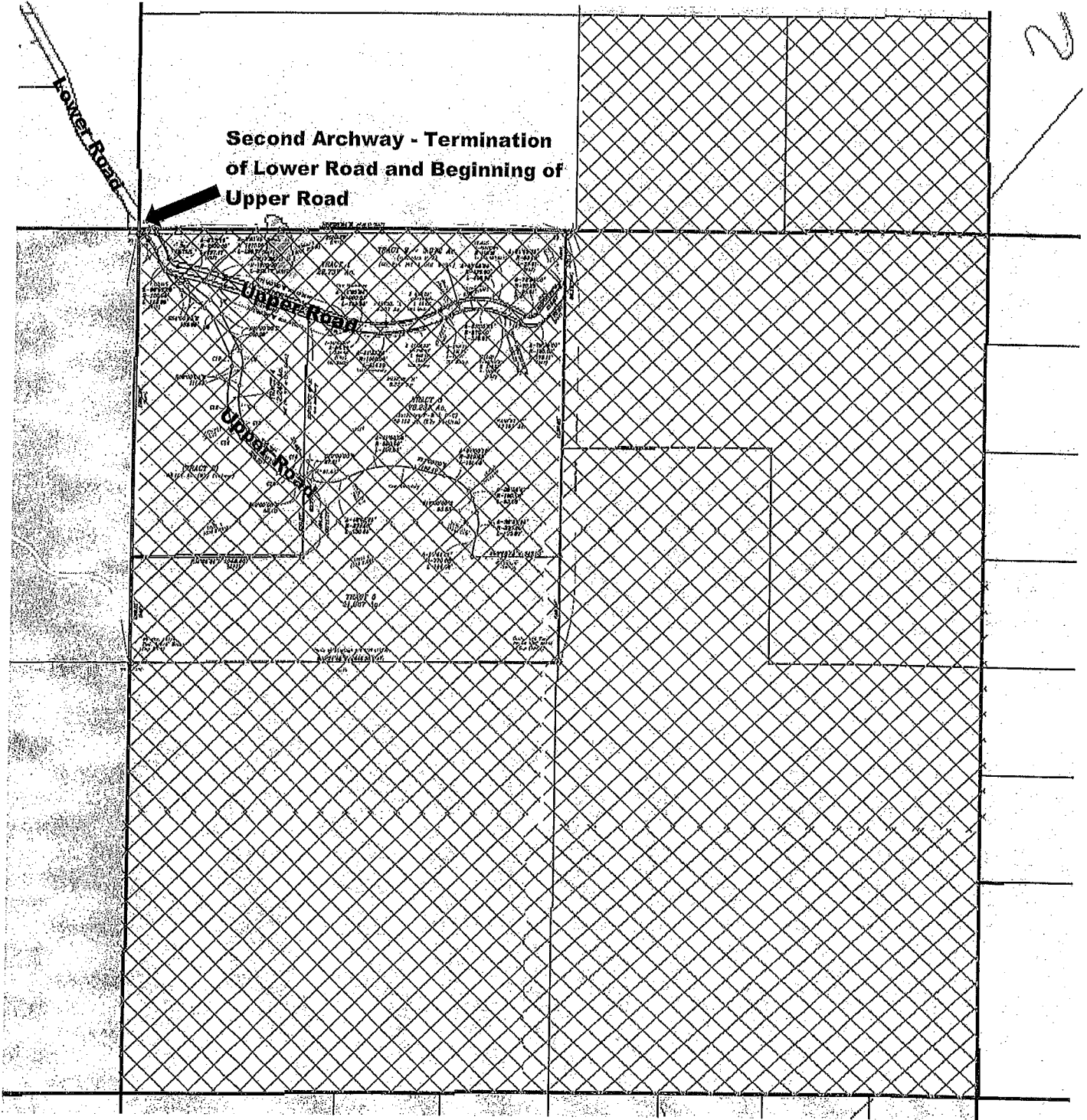
By: 
Neal Bouma, its: Presiding Officer

STATE OF MONTANA)
 : SS.
County of Teton)

This instrument was acknowledged before me on the 29th day of April, 2021,
by Neal Bouma, Presiding Officer of the **Upper Bouma Road Association**.



Laura Cummings



= Properties included in Upper Road Association