

**ROAD MAINTENANCE AGREEMENT**

1. *Parties.* The parties to this agreement are the owners of lots of the \_\_\_\_\_ Subdivision (and owners of land) that utilize the access road(s), known as \_\_\_\_\_, located in Section(s) \_\_\_\_\_, Township \_\_\_\_\_ N., Range \_\_\_\_\_ W.
2. *Purpose.* The purpose of this agreement is to establish a means for the repair and maintenance of the above referenced roads and any emergency access that will be equitably shared among the parties utilizing the road.
3. *Consideration.* The considerations for this agreement are the mutual benefits to be derived by the parties, their heirs, and assigns.
4. *Agreement.* The owners of the above referenced land shall, at their own expense, repair and maintain the above referenced road(s) to, at a minimum, Lincoln County Subdivision Regulation Standards in effect at the time of filing of the above referenced subdivision. The road repair and maintenance responsibility will be equally (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(s) is/are kept at the above referenced standard. Dust control and air pollution measures may require a schedule of water or oil distribution to be agreed upon and implemented as a standing requirement to comply with legal statutes.
5. *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.
6. *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 arrangement to facilitate maintenance of said road.
7. *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 of the ROAD MAINTENANCE AGREEMENT for the \_\_\_\_\_ Subdivision 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.*

*Invalidation of any one of these conditions, covenants, or restrictions, by judgment, or by court order, shall in no way affect any of the other provisions hereof which shall remain in full force and effect.*

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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 \_\_\_\_\_