



When recorded, mail to:  
Kevin Wetherell  
PO Box 806  
Seeley Lake, MT 59868

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## ROAD MAINTENANCE AGREEMENT

This Declaration of Road Maintenance Agreement, (Declaration) is made this 20th day of September 2021, by **Kevin Wetherell, Trustee of the Kevin Wetherell 2018 Legacy Trust (Declarant)**.

WHEREAS, Declarant is the owner of certain Property in the County of Missoula, State of Montana, which is more particularly described as follows:

**Parcel 1 and Parcel 2 of COS 5390 located in SW4 of Section 5, Township 19 North, Range 16 West, P.M.M., Missoula County, Montana.**

The Declarant does hereby establish, declare, publish and impose upon all tracts within the Property the following Road Maintenance Agreement which shall run with the land and be binding upon and be for the benefit and value of the Declarant and all purchasers and persons claiming under them, their representatives, grantees, successors and assigns, and all subsequent owners or persons or purchasers claiming under any person or entity to which Declarant may transfer any of the Property, and shall be for the purpose of maintaining a uniform and stable value, character, use and development of the Property.

### ARTICLE I - DEFINITIONS:

Section 1. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any tract which is a part of the Property, including contract sellers, and including Declarant, but excluding those having such interest merely as security for the performance of an obligation.

Section 2. "Property" or "Properties" shall mean and refer to that certain real Property hereinbefore described.

Section 3. "Parcel" shall mean and refer to any separate parcel of land that currently exists or that may be subsequently created within the Property.

Section 4. "Declarant" shall mean and refer to Kevin Wetherell, trustee of the Kevin Wetherell 2018 Legacy Trust, and its successors and assigns in ownership of Parcel 2 or such persons or entities as they shall thereafter from time to time designate as Declarants.

## **ARTICLE II. ROADS**

Section 1. Easement. Each Property Owner owning lands or a portion of lands described herein shall have and is hereby granted a 30- foot easement for ingress, egress and underground utilities over and across the Private Roadway and Public Utility Easement reflected on Exhibit A, herewith.

Section 2. Maintenance. The owner of Parcel 2 shall be deemed to be the initial Road Director and shall direct the maintenance of said road. Property Owners may designate a different director upon their election. Road maintenance shall be directed by the Road Director who shall give consideration to input and recommendations from the other property owners. Every effort shall be made to promote all road maintenance and improvements such as plowing, grading, gravel, culverts, ditches, dust control, signage and weed control along roadways at reasonable intervals for the benefit of all property owners included in this Agreement.

## **ARTICLE III. FINANCES**

Section 1. Assessments. The Declarant, for each Tract owned or subsequently created within the Properties by the Declarant, hereby covenants and agrees, and each Owner of any Tract or any lot subsequently created, by acceptance of the deed therefore whether or not it shall be so expressed in such deed, is deemed to covenant and agree, to pay to the Road Director the annual assessments to be established and collected as hereinafter provided. The annual assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Tracts against which each such assessment is made. The assessments shall also be the personal obligation of the Owner of the Tract(s) at the time the assessments were due. Assessments shall be made on a Tract and the amount of assessment shall be equal for each Tract. Written notice of the annual assessments shall be sent to every Owner. The assessment shall be due and payable within 30 days of the date of the notice. If payment is late a 25% late fee may be assessed, plus interest at 10% until paid. No Owner may waive or otherwise escape liability for the assessment provided for herein by nonuse of the Road or abandonment of their Tract. In the event of any road improvement required in the future by a local, county or federal entity shall be assessed to each parcel proportionate to the percentage of acreage owned.

**ARTICLE IV. AMENDMENT**

Section 1 Amendment. This agreement shall run in perpetuity, unless it is terminated as set forth in Article III or upon mutual agreement of all parties to this Agreement. Any amendment must be recorded with the Missoula County Clerk and Recorder to be of effect.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 20th day of September ,2021.

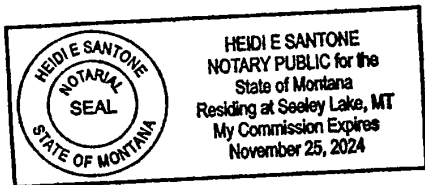
**Kevin Wetherell, Trustee of the Kevin Wetherell 2018 Legacy Trust**

BY: *Kevin Wetherell*  
Kevin Wetherell, trustee

STATE OF MONTANA     )  
  )ss  
County of Missoula     )

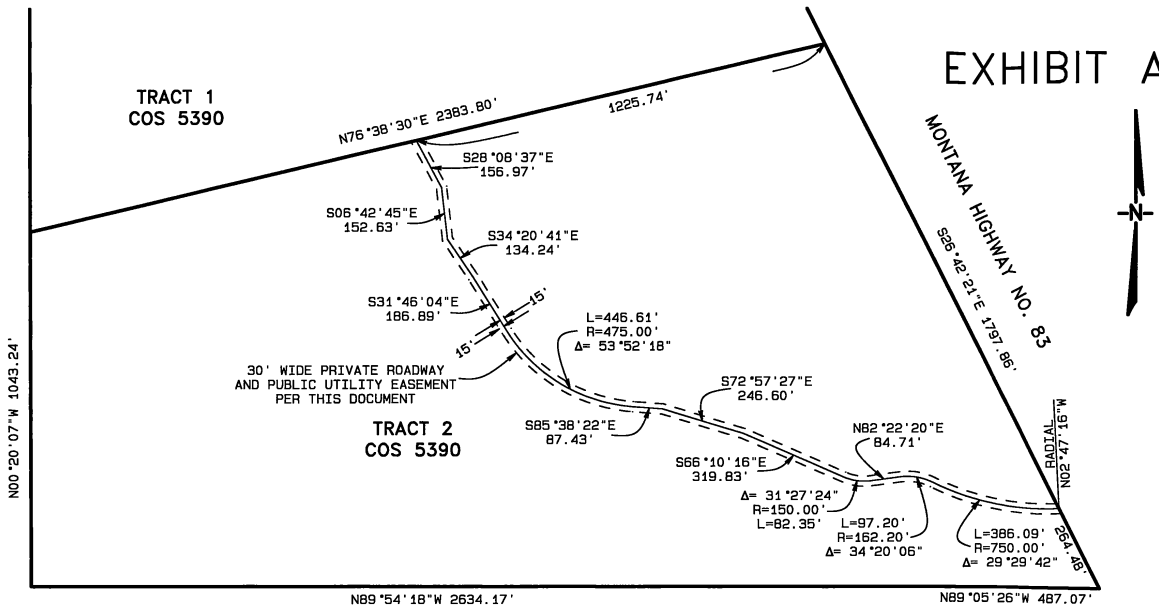
On this 20th day of September, 2021 before me, the undersigned, a Notary Public for the State of Montana, personally appeared Kevin Wetherell, known to me to be the trustee of the Kevin Wetherell 2018 Legacy Trust that executed the within instrument and acknowledged to me that such partnership executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



*Heidi E Santone*  
Notary Public for the State of Montana  
Residing at: Seeley Lake  
My Commission expires 11/25/2024

# EXHIBIT A



**LEGAL DESCRIPTION**

A strip of land across Tract 2 of Certificate of Survey No. 5390, located in the S1/2 of Section 5, T19N, R16W, PMM, Missoula County, Montana, being 30 feet wide lying 15 feet on each side of the following described centerline:

Commencing at the northeast corner of said Tract 2; thence along the north boundary of said Tract 2,  $S76^{\circ}38'30''W$   $1225.74$  feet to the point of beginning; thence  $S28^{\circ}08'37''E$   $156.97$  feet; thence  $S06^{\circ}42'45''E$   $152.63$  feet; thence  $S34^{\circ}20'41''E$   $134.24$  feet; thence  $S31^{\circ}46'04''E$   $186.89$  feet to a tangent point of curvature; thence an arc distance of  $446.61$  feet along said tangent curve to the left, of radius  $475.00$  feet and delta  $53^{\circ}52'18''$  to a point on a tangent line; thence along said tangent line,  $S85^{\circ}38'22''E$   $87.43$  feet; thence  $S72^{\circ}57'27''E$   $246.60$  feet; thence  $S66^{\circ}10'16''E$   $319.83$  feet to a tangent point of curvature; thence an arc distance of  $82.35$  feet along said tangent curve to the left, of radius  $150.00$  feet and delta  $31^{\circ}27'24''$  to a point on a tangent line; thence along said tangent line,  $N82^{\circ}22'20''E$   $84.71$  feet to a tangent point of curvature; thence an arc distance of  $97.20$  feet along said tangent curve to the right, of radius  $162.20$  feet and delta  $34^{\circ}20'06''$  to a point of reverse curvature; thence an arc distance of  $386.09$  feet along said reverse curve to the left, of radius  $750.00$  feet and delta  $29^{\circ}29'42''$  to a point on the east boundary of said Tract 1.