

## AGREEMENT

THIS AGREEMENT is entered into by and between ANGELUS RANCH, LLC, 237 Schearbrook Lane, Stevensville, MT 59870-6405 hereinafter called OWNER, and RAVALLI COUNTY, a political subdivision of the State of Montana of 215 S. 4<sup>th</sup> St. Hamilton, MT 59840, hereinafter called COUNTY, as of the date all the parties have signed this Agreement.

1. **Ownership.** Owner covenants that it is the owner of the property location described as portions of the SE ¼ of NE ¼ of Section 16 T9N R20W and portions of Tract B of Certificate of Survey #1637, and known collectively herein as the "Property", and is authorized to enter this Agreement.
  
2. **USE OF PROPERTY**
  - a. The OWNER shall allow the COUNTY or the County's designee the necessary use of and access to the Property to stockpile, stack, load, and haul milled pavement material within the specific area depicted in ATTACHMENT EXHIBIT A, hereinafter referred to as STOCKPILE LOCATION.
  - b. The COUNTY and its designees may use the STOCKPILE LOCATION for temporary staging of machinery and equipment necessary to stockpile, load, haul, spread, compact, mix, and screen the milled pavement material for its operations related to paving of North Kootenai Creek Road.
  - c. The COUNTY may use the STOCKPILE LOCATION as described above until November 1<sup>st</sup>, 2012, at which time all stockpiled milled pavement material as well as any machinery and equipment shall be removed from the STOCKPILE LOCATION.
  
3. **COUNTY'S DUTIES**
  - a. The COUNTY will keep the STOCKPILE LOCATION in an orderly manner.
  - b. The COUNTY will prevent millings from entering any surface water source, either natural or irrigation related.
  - c. The COUNTY will return the STOCKPILE LOCATION to a condition substantially similar to its original condition; however, the parties recognize that the ground surface may be discolored from milled materials left on the soil.
  - d. The COUNTY will pay the OWNER a monthly sum of \$385.00 per month as rent for every month the milled pavement stockpile remains after November 1<sup>st</sup>, 2012.
  
4. **Indemnification.** Each Party (the Indemnifying Party) shall defend, indemnify and hold harmless the other Party, its officers, employees and agents, from all claims, liabilities, causes of action or damages, including costs and attorney fees, asserted by or awarded to third parties as a

result of any negligence, recklessness, or intentional misconduct of the Indemnifying Party or Indemnifying Party's officers, employees, agents, subcontractors, or assignees.

5. Entire Agreement, Modifications. This Agreement contains the entire Agreement between the parties. All preliminary negotiations and Agreements are merged herein. This Agreement cannot be changed or modified in any manner except by a written Agreement signed by both parties.

6. Waiver and Severability. The failure to insist upon strict performance of any of the provisions contained in this Agreement shall not be deemed a waiver of any rights or remedies, and shall not be deemed a waiver of any subsequent breach or default in the performance of any of this Agreement. If any part of this Agreement is hereafter held to be void, illegal or unenforceable, the validity of the remaining portion or provisions will not be affected.

7. COUNTERPARTS. This contract may be executed in counterparts.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal.

ANGELUS RANCH, LLC, "Owner"

By: \_\_\_\_\_  
Edward A. Cummings Date

Its: \_\_\_\_\_

RAVALLI COUNTY BOARD OF COUNTY COMMISSIONERS, "County":

\_\_\_\_\_  
Commission Chair (or designated Commissioner) Date

\_\_\_\_\_  
Attest: Clerk & Recorder



May 18, 2012 

ANGELUS RANCH LLC  
 237 SCHEARBROOK LN  
 STEVENSVILLE, MT 59870-6405

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Physical Address:  
 134 NORTH KOOTENAI CREEK RD  
 STEVENSVILLE, MT 59870

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Levy District: 2 - 3  
 School: STEVENSVILLE SCHOOL  
 Fire: STEVENSVILLE RURAL FIRE  
 Voter Info: ()

Geocode	T-R-S	Legal Description
1764-08-1-01-03-0000	9-20-8	N1-2SE N1-2S1-2SE INDEX 3 120.00 AC (990.00 AC TOTAL)
1764-09-1-01-01-0000	9-20-9	S1-2N1-2 N1-2NW S1-2 INDEX 2 LESS CS #151 550.00 AC
1764-16-1-01-01-0000	9-20-16	N1-2 INDEX 1 320.00 AC

# ATTACHMENT EXHIBIT A

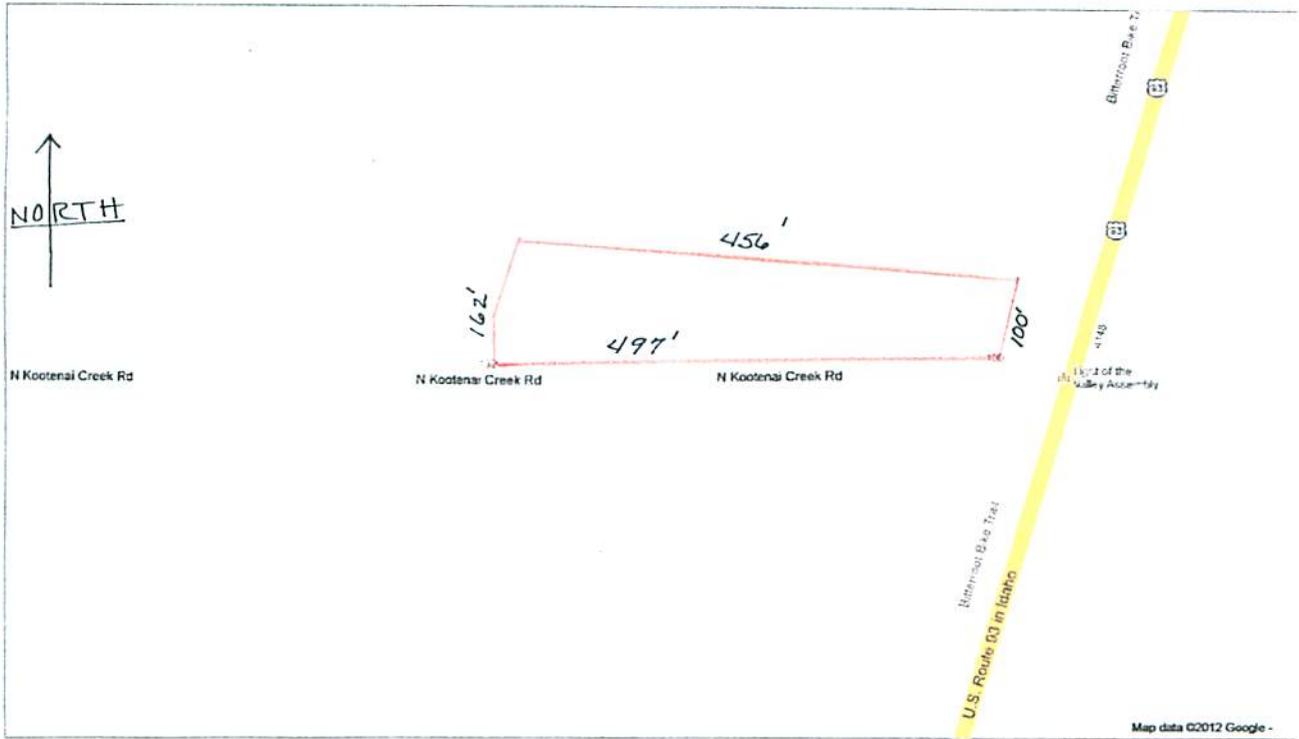
Legal Description for Parcel No 389300 »—>

\* Description may be incomplete. Consult the official record.

Google

5/9/12

To see all the details that are visible on the screen, use the "Print" link next to the map.



AREA FOR STOCKPIILING MILLINGS - @ 1.43 ACRES

S.E. CORNER OF ANGELUS RANCH (ED + CAROLE CUMMINGS)

(NOTED DISTANCES ARE APPROXIMATE)

SEE ATTACHED SATELLITE PHOTO.

PAGE 2 OF 2

ERIC ANDERSON

Angelus Ranch, LLC  
Edward A. and Carole J. Cummings  
237 Schearbrook Lane  
Stevensville, MT 59870

May 22, 2012

Dear Ravalli County Commissioners:

On May 8, 2012, Mr. Bear Herman of your Road and Bridge Department came to our ranch house and requested that Angelus Ranch allow the County to stockpile millings on a 1.43 acre lot the Ranch owns at the intersection of Highway 93 and N. Kootenai Rd. We indicated we would allow the area to be used for stockpiling and staging.

On May 9, 2012, at a Commissioner's Meeting, the Commissioners requested that any agreement for use of the ranch land be reduced to writing.

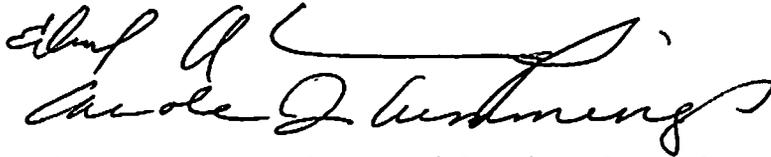
Angelus Ranch hereby offers Ravalli County the free use of its 1.43 acres under the terms of the accompanying agreement.

The agreement essentially provides the following:

1. The County return the lot to the condition in which it was prior to the stockpiling; and
2. The County not block the Ranch access thru the current double panel gate in the staging area; and
3. The County protects Angelus from any risk from claims that may arise out of the County's use of the land;
4. The County will pay rent on the staging area if they are not out of the lot and have it cleaned up by Nov. 1, 2012.

**This use of our ranch to store millings is a last minute development. Road Supervisor Dave Ohnstad did not mention it during our December and January meetings. The County may want to find a way to do this project without the need to stockpile or stage on our ranch.**

Sincerely,

Handwritten signatures of Edward A. Cummings and Carole J. Cummings. The signature of Edward A. Cummings is on top, and the signature of Carole J. Cummings is below it.

**Edward A. Cummings and Carole J. Cummings  
For Angelus Ranch, LLC**

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1. **OWNERSHIP.** OWNER covenants that it is the owner of the property location described as portions of the SE ¼ of NE ¼ of Section 16 T9N R20W and portions of Tract B of Certificate of Survey #1637 as shown on attached Exhibit "A", and known herein as the "Property", and is authorized to enter into this Agreement.
  
2. **USE OF PROPERTY.**
  - a. The OWNER shall allow the COUNTY or the County's designee the necessary use and access of the Property to stockpile, stack, load, and haul milled pavement material within the specific area depicted in ATTACHEMENT EXHIBIT A, hereinafter referred to as STOCKPILE LOCATION.
  - b. The COUNTY and its designees may use the STOCKPILE LOCATION for temporary staging of machinery and equipment necessary to stockpile, load, haul, spread, compact, mix and screen the milled pavement material for its operations related to paving of North Kootenai Creek Road.
  - c. The COUNTY may use the STOCKPILE LOCATION as described above until November 1<sup>st</sup>, 2012, free of charge at which time all stockpiled milled pavement material as well as any machinery and equipment shall be removed from the STOCKPILE LOCATION.

**3. COUNTY'S DUTIES.**

- a. The COUNTY will keep the STOCKPILE LOCATION in an orderly manner.
- b. The COUNTY will prevent millings from entering any surface water source, either natural or irrigation related.
- c. The COUNTY will return the STOCKPILE LOCATION to its grade and condition prior to stockpiling.
- d. The COUNTY will pay the OWNER a monthly sum of \$385.00 per month as rent for every month any portion of the milled pavement stockpile remains after November 1<sup>st</sup>, 2012, or any portion of the STOCKPILE LOCATION has not been returned to its pre-stockpiling condition.
- e. COUNTY will hold harmless and will indemnify OWNER for any claims of damages arising from COUNTY'S use of the STOCKPILE LOCATION during the term of this agreement.
- f. During the term of this agreement the County shall not restrict Owners access to Owner's field and gravel stockpile via the gate in the northwest corner of the STOCKPILE LOCATION.

**4. ENTIRE AGREEMENT, MODIFICATIONS.** This Agreement contains the entire agreement between the parties. All preliminary negotiations and Agreements are merged herein. This Agreement cannot be changed or modified in any manner except by a written Agreement signed by both parties.

**5. WAIVER AND SEVERABILITY.** The failure to insist upon strict performance of any of the provisions contained in this Agreement shall not be deemed a waiver of any subsequent breach or default in the

performance of any of this Agreement. If any part of this Agreement is hereafter held to be void, illegal or unenforceable, the validity of the remaining portion or provisions will not be affected.

6. COUNTERPARTS. This contract may be executed in counterparts.

7. In the event of litigation between the Parties, the prevailing Party will be entitled to reasonable attorney's fees and cost associated with the litigation.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal.

ANGELUS RANCH, LLC, "Owner"

By: \_\_\_\_\_  
Edward A. Cummings Date

Its: \_\_\_\_\_

RAVALLI COUNTY BOARD OF COUNTY COMMISSIONERS,  
"County"

\_\_\_\_\_  
Ron Stoltz Date

\_\_\_\_\_  
Suzy Foss Date

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Greg Chilcott

Date

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Matt Kanenwisher

Date

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J. R. Iman

Date

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Attest: Clerk & Recorder