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ROAD AND UTILITY EASEMENT

This Easement is by and between LION MOUNTAIN HOMEOWNERS ASSOCIATION, INC. ("Homeowners Association"), ROBERT M. FOLEY and SALLIE A. FOLEY ("Foleys"), and BRUCE GRAVING and PEGGY GRAVING ("Gravings"). The parties agree as follows:

1. Property. The parties are the owners of the following-described property:

Homeowners Association Park 'A' of the Amended Plat of Lot 13, Lot 14 and Park 'A', Lion Mountain Subdivision No. 6, according to the map or plat thereof on file and of record in the office of the Clerk and Recorder of Flathead County, Montana.

Foleys Lot 13 of the Amended Plat of Lot 13, Lot 14 and Park 'A', Lion Mountain Subdivision No. 6, according to the map or plat thereof on file and of record in the office of the Clerk and Recorder of Flathead County, Montana.

Gravings Lot 14 of the Amended Plat of Lot 13, Lot 14 and Park 'A', Lion Mountain Subdivision No. 6, according to the map or plat thereof on file and of record in the office of the Clerk and Recorder of Flathead County, Montana.

2. Grant of Road and Utility Easement. For and in consideration of Ten Dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, the Homeowners Association does hereby grant to Foleys and Gravings, and the Foleys do hereby grant to the Gravings, their respective heirs and assigns, a perpetual, non-exclusive easement thirty (30) feet in width for ingress, egress, and utilities located as shown on the Amended Plat of Lot 13, Lot 14 and Park 'A', Lion Mountain Subdivision No. 6, according to the map or plat thereof on file and of record in the office of the Clerk and Recorder of Flathead County, Montana and identified as "30' Private Road & Utility Easement" on said Amended Plat. This easement shall include the right to construct, install, maintain, repair and replace roads and utilities. This easement shall be appurtenant to the Foleys' property and the Gravings' property described above.

3. Grantors' Use. The grantors of the easements described above shall be permitted reasonable use of the easement way, with such use to be exercised in a manner that will not interfere with the easement rights granted herein. The respective grantors of the easements described above shall have the right to use those portions of the easement which are not actually used for the purposes provided herein. The Gravings and the Foleys shall be solely responsible for maintenance of the roadway, and such cost and expense is not considered a common expense for purposes of assessments set by the Homeowners Association.

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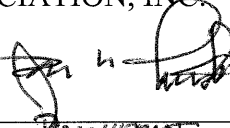
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4. Appurtenant. The burdens and benefits of this easement shall attach to and run with the respective properties described herein and shall be binding upon and for the benefit of the parties hereto and their respective heirs, successors and assigns.

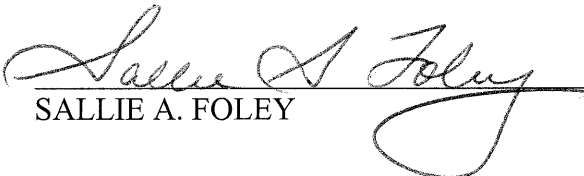
5. Miscellaneous. This agreement shall be construed in accordance with the laws of the State of Montana. In the event of a dispute in connection with this agreement, the prevailing party shall be entitled to costs and reasonable attorney's fees.


DATED this 28 day of March, 2000.


LION MOUNTAIN HOMEOWNERS
ASSOCIATION, INC.

By: 
Its: PRESIDENT


ROBERT M. FOLEY


SALLIE A. FOLEY


BRUCE GRAVING


PEGGY GRAVING

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STATE OF MONTANA)
: ss
County of Flathead)

On this 28th day of March, 2000, before me, the undersigned, a Notary Public for the State aforesaid, personally appeared Jon Ludviken, known to me to be the President of LION MOUNTAIN HOMEOWNERS ASSOCIATION, INC., the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year first above written.



Catherine W. Workman
Notary Public for the State of Montana
Residing at Whitefish
My Commission expires 6-19-00

STATE OF Illinois)
: ss
County of LAKE)

On this 23rd day of March, 2000, before me, the undersigned, a Notary Public for the State aforesaid, personally appeared ROBERT M. FOLEY and SALLIE A. FOLEY, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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



Erin R. Burza
Notary Public for the State of Illinois
Residing at 1201 S Milwaukee, Libertyville
My Commission expires 8-13-03

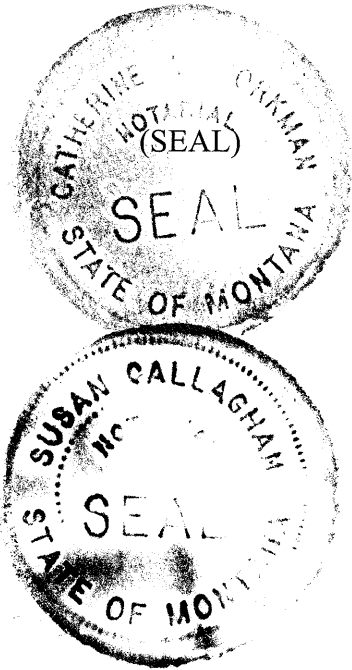
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STATE OF Montana)
 : SS
County of Silver Bow)

On this 28th day of March, 2000, before me, the undersigned, a Notary Public for the State aforesaid, personally appeared BRUCE GRAVING and PEGGY GRAVING, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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

Susan Callaghan
Notary Public for the State of Montana
Residing at Butte, MT
My Commission expires 6/15/2000



STATE OF MONTANA, }
County of Flathead } SS

Recorded at the request of Sands Surv
this 12 day of July, 2000 at 2:33 o'clock PM and recorded in
the records of Flathead County, State of Montana.

Fee \$ 24 Pd. Susan St. Havenfield
(Flathead County Clerk and Recorder)

RECEPTION NO. 2000194 14330
RETURN TO Sands Surv Mara Goligorski
1995 3rd Ave E. Kalispell MT 59901
(Deputy)

Clerk&R-RecS