



ROAD MAINTENANCE AGREEMENT - OSPREY LANE

This Road Maintenance Agreement is between LION MOUNTAIN, INC., a Montana corporation, and J. DONALD GAINES, TRUSTEE OF THE J. DONALD GAINES LIVING TRUST DATED 12/26/90 (the "Gaines Trust"). The parties agree as follows:

6/08/90
0003127

1. Background. Access to the property which is subject to this Agreement is provided by (a) roads that Lion Mountain Homeowners Association is required to maintain, including Lion Mountain Drive, and (b) a road that Lion Mountain Homeowners Association is not required to maintain, namely Osprey Lane. The parties enter into this Road Maintenance Agreement to provide for the maintenance, repair and improvement from time to time of the road that Lion Mountain Homeowners Association is not required to maintain.

2. Property. The property which is subject to this Agreement is depicted on the diagram shown on Exhibit A attached hereto, and is more particularly described on the legal description which is attached hereto as Exhibit B. The parties are the owners of the property.

3. Road. This Agreement concerns that certain road known as Osprey Lane (the "Road"). The Road is diagramed on Exhibit A, attached hereto. The Road is presently completed and in existence, except for paving. Notwithstanding any other provisions of this Agreement, Lion Mountain, Inc. shall be responsible for the entire cost of the initial paving of the Road.

4. Easement. Each party shall have an easement and each party does hereby grant to each other party to this Agreement a perpetual, non-exclusive easement over and across the Road as shown on Exhibit A for ingress, egress, and utilities. This easement shall be 60 feet in width. This easement shall be used in common with other owners of the Road or property which the Road serves. This easement or portions of this easement are identified as "60' Private Road & Utility Easement" on various recorded surveys that depict the property or portions of the property.

5. Maintenance of Road. The parties agree to share the costs of maintenance, repair and improvement of the Road as provided in this Agreement. The Road shall be maintained in good, passable condition under all weather conditions, to include reasonable snow removal, periodic sealing of the road surface, and all other maintenance, repair and improvement as needed from time to time to keep the road in good condition. Initially, the costs of such maintenance, repair and improvement shall be paid by the parties as follows:

Lion Mountain, Inc.	One-half (1/2)
Gaines Trust	One-half (1/2).

If any party should subdivide that party's parcel or convey a portion of the property owned by that party to a new owner, the proportionate contributions shall be revised so that the owners of each parcel shall share equally in the costs of such maintenance.

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6. Decisions. All decisions about road maintenance and costs to be incurred for road maintenance shall be resolved by vote of the owners of a majority of the parcels that are contributing to the costs; provided, however, that the maintenance must be reasonable and consistent with what is normal maintenance for a private road of this type in this area.

7. Owner Causes Damage. If any owner causes or allows the Road to be used in any manner which results in unusual wear or damage to the Road, such owner shall bear the costs and expenses of repairing and restoring the Road as that owner's sole and separate cost and expense.

8. Administration. The properties described herein are a part of the Lion Mountain development. Consequently, the parties will pay ordinary Lion Mountain assessments, which will include the costs of maintaining the Lion Mountain roads up to the beginning of the Road shown on Exhibit A. The parties anticipate that the Road shown on Exhibit A will be maintained by the same vendor who maintains the Lion Mountain roads. Thus, unless otherwise agreed by the parties, the costs of maintaining the Road shown on Exhibit A shall be administered and assessed as an additional assessment through the Lion Mountain Homeowners Association. In any event, if any owner fails to pay his share of the road maintenance costs under this Agreement, the delinquent amount shall become a lien against that owner's parcel and any other owner shall have the power to file a document evidencing the lien with the Clerk and Recorder. Filing such a lien shall be in addition to any other remedies allowed by law to collect amounts owing under this Agreement. In any action to collect amounts owing under this Agreement, the prevailing party shall be entitled to costs and a reasonable attorney's fee.

9. Amendment. Any amendment to this Agreement shall require the written consent of the owners of a majority of the parcels which are contributing to the maintenance of the Road, and the written consent of the Lion Mountain Homeowners Association.

10. Appurtenant. This Agreement shall be deemed and is intended to run with the land and to be a binding obligation on the property described herein. The burdens and benefits of this Agreement 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. By accepting a deed to any of the property described herein, the new owner shall be deemed to have consented to and become bound by the terms and conditions of this Agreement.

11. Miscellaneous. This Agreement shall be construed in accordance with the laws of the State of Montana. In the event of any dispute under this Agreement, the prevailing party shall be entitled to costs and a reasonable attorney's fee.

DATED this 20 day of October, 2000.

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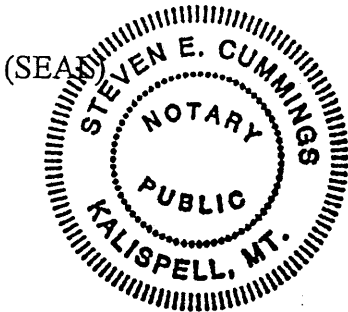
LION MOUNTAIN, INC.,
a Montana corporation

By: Brian T. Grattan
Brian T. Grattan, President

STATE OF Montana)
County of Foothold) : ss

On this 9 day of Sept, 2000, before me, the undersigned, a Notary Public for the State aforesaid, personally appeared BRIAN T. GRATTAN, the President of LION MOUNTAIN, INC., the Montana 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.



STEVEN E. CUMMINGS
Notary Public for the State of Montana
Residing at Kalispell MT
My Commission expires 7/27/2002

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J. Donald Gaines
J. Donald Gaines, Trustee of the J. Donald Gaines
Living Trust dated 12/26/90

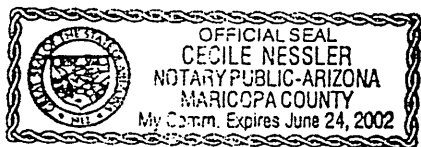
STATE OF Arizona)
 : ss
County of Maricopa)

On this 22 day of September, 2000, before me, the undersigned, a Notary Public for the State aforesaid, personally appeared J. DONALD GAINES, known to me to be the person whose name is subscribed to the within instrument as Trustee, and acknowledged to me that he executed the same as Trustee of the J. DONALD GAINES LIVING TRUST dated 12/26/90.

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

Cecile Nessler
Notary Public for the State of Arizona
Residing at Phoenix, Arizona
My Commission expires 6-24-02

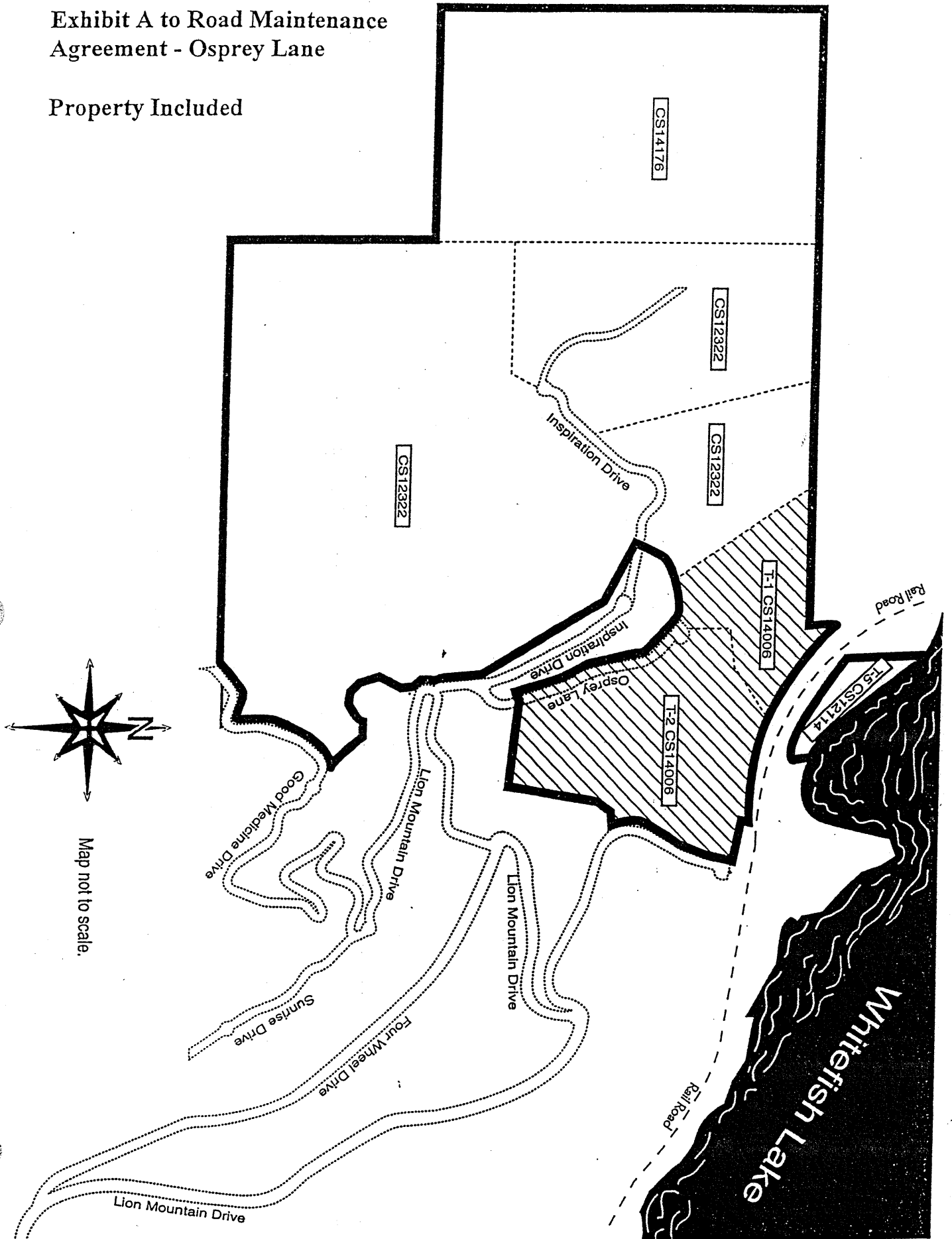
(SEAL)



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Exhibit A to Road Maintenance Agreement - Osprey Lane

Property Included



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EXHIBIT B

TO

ROAD MAINTENANCE AGREEMENT - OSPREY LANE

Property Subject to Road Maintenance Agreement

Tracts 1 and 2, Certificate of Survey No. 14006, records of Flathead County, Montana.

1999272.10070

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CONSENT AND AGREEMENT OF LION MOUNTAIN OWNERS ASSOCIATION

LION MOUNTAIN OWNERS ASSOCIATION does hereby consent and agree to the foregoing Road Maintenance Agreement - Osprey Lane.

DATED this 18 day of September, 2000.

LION MOUNTAIN OWNERS ASSOCIATION
a Montana nonprofit corporation

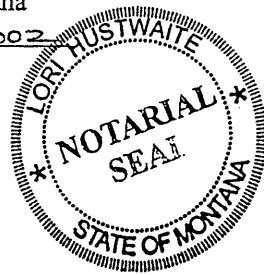
By: [Signature]
Its: PRESIDENT

STATE OF MONTANA)
 : ss
County of Flathead)

On this 18th day of September, 2000, before me, the undersigned, a Notary Public for the State aforesaid, personally appeared Jouh Ludviksen, known to me to be the President of LION MOUNTAIN OWNERS ASSOCIATION, 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.

[Signature]
Notary Public for the State of Montana
Residing at Whitfish, Montana
My commission expires 12/03/2002



Return after recording to
Steve Cummings
Box 7370
Kalispell MT 59904-0370

STATE OF MONTANA, }
County of Flathead } ss

Recorded at the request of Christensen, Etal
this 2 day of Oct, 2000 at 4:42 o'clock PM and recorded in
the records of Flathead County, State of Montana.

Fee \$ 42 - Pd.

[Signature]
(Flathead County Clerk and Recorder)

RECEPTION NO. 2000276 16420