

SAFECO TITLE
Order 870615

The undersigned, signing on behalf of the Homeowners Association, Orchard Ridge Estates, subject to the herein described limitations, declare that any and all costs required for the maintenance and repair of the roadway and ditches on said road as more particularly described herein, shall be borne by the Homeowners Association and their Successors under the terms and conditions of this Agreement. A more particular description of said roadway easement is set forth on Exhibit "A" which is attached hereto and by this reference hereby made a part of.

SAFECO



TITLE INSURANCE

1. The aforesaid roadway shall be maintained in a good and passable condition under all traffic and weather conditions and said maintenance shall be shared equally by the parties of the Homeowners Association.
2. Repairs and maintenance on the roadway and ditches shall be required when mutual consent of the owners of the parcels that such repairs and/or maintenance are necessary. Pursuant to that decision, said owners shall then initiate the repairs or maintenance within sixty (60) days, with each of those owners bound by this agreement, bearing equal shares of the cost and expense thereof.
3. "Owners" shall mean every person or entity who is a record owner of a fee, or undivided fee, interest in any parcel which is the subject of this agreement.
4. If any one of the owners of said roadway fails, after demand in writing, to pay their proportionate share of the expense, action may be brought against him in a court of competent jurisdiction by the other owner, either jointly or severally, for contributions and costs of such legal action, including legal fees.
5. This agreement and declaration shall be deemed and is intended to run with the land and to be a restriction upon said property and shall be binding upon the undersigned, their heirs, personal representatives, successors or assigns until such time as the roadway shall be dedicated and accepted for use as a public roadway by governmental entity. It is the intent hereto that this instrument shall be recorded and that any subsequent transfers of the property or any part thereof by acceptance of delivery of deed and/or conveyance of said property shall be deemed to have consented and become bound by these terms.
7. Nothing herein shall be interpreted as limiting or restricting the rights of the Homeowners Association or their successors in interest from pursuing such remedies as may be available under law of said owners of said easement and/or roadway.
8. This agreement may be amended by recordation with the Clerk and Recorder of Flathead County of a document assigned by the President of Homeowners Association along the herein described roadway.

IN WITNESS WHEREOF, we have executed this agreement on behalf of the Orchard Ridge Homeowners Association this 8th day of June, 1987.
1987.

ORCHARD RIDGE HOMEOWNERS ASSOCIATION

By [Signature]by [Signature]

Merrill E. Melander

STATE OF MONTANA

COUNTY OF FLATHEAD

Subscribed and sworn to before me, a Notary Public in and for said County and State, this 8th day of June, 1987.
1987.



Donna O. Parker
Notary Public for the State of Montana
Residing in Kalispell
My Commission expires April, 1990

FIRST INTERSTATE BANK
OF KALISPELL, M.T.

ATTENTION TO: NO. 2 MAIN ST., P.O. BOX 209
KALISPELL, MONTANA 59903-0209

87160/3520

EXHIBIT A

Sixty foot private road and utility easement as shown on Certificate of Survey No. 2694 recorded December 15, 1976 under Recorder's Fee No. 14114, records of Flathead County, Montana, being a part of Section 36, Township 28 North, Range 22 West; and Section 31, Township 28 North, Range 21 West; and Section 5 and 6, Township 27 North, Range 21 West.

RETURN: First Interstate Bank
Box 209
Kalispell, MT 59903

STATE OF MONTANA, }
County of Flathead } ss

Recorded at the request of Safeco
this 9 day of June 1987 at 1:52 o'clock P and recorded in
the records of Flathead County, State of Montana.

Fee \$10.00 Pd.

RECEPTION NO. 87160/3580

RETURN TO _____

Susan H. Haverfield
Flathead County Clerk and Recorder

Connie Lou Cady
Deputy

(Use this space for continued description of property)

Commencing at the Southeast corner of Section 23, Township 30 North, Range 21 West, P.M.M., Flathead County, which is a found spike; thence South 89°44'42" West along the South boundary of the Southeast quarter of said Section 23, 133.78 feet to a point on the centerline of a 60 foot declared County road known as "Hodgson Road", which is also the True Point of Beginning of the tract of land herein described; thence continuing South 89°44'42" West along said centerline 245.00 feet to a point; thence leaving said centerline North 00°24'53" West 380.00 feet to a set iron pin; thence North 09°44'42" East 240.00 feet to a found iron pin on the westerly right-of-way line of Montana State Highway No. 206; thence along said right-of-way line South 00°24'53" East 300.00 feet to the place of beginning.

WHEREAS, the District Director of Internal Revenue has determined that the interest of the United States in the foregoing property, under and by virtue of its aforesaid tax lien, is now valueless;

NOW, THEREFORE, THIS INSTRUMENT WITNESSETH, That I, John C. Wendorff, District Director of Internal Revenue at Helena, Montana, charged by law with the duty of collecting and enforcing the collection of internal revenue taxes due the United States, and charged with the assessment hereinbefore stated, do, pursuant to the provisions of section 6325(b)(2)(B) of the Internal Revenue Code, discharge the property heretofore described from the aforesaid tax lien, saving and reserving, however, the force and effect of said tax lien against and upon all other property or rights to property to which said lien is attached, wheresoever situated.

WITNESS my hand at Helena, Montana, on this, the 3rd day of June, 1987.

SIGNATURE

John C. Wendorff

TITLE

District Director
Chief, SPF

By: Roger E. Niemi

(NOTE: Certificate of officer authorized by law to take acknowledgments is not essential to the validity of Discharge of Federal Tax Lien. G.C.M. 26419, C.B. 1950-1, 125.)