



DOCUMENT: 676364 WARRANTY DEED

RECORDED: 3/21/2014 3:24:02 PM

Regina Plettenberg, CLERK AND RECORDER

Fee \$14.00 By

*Kelly Olson*

Deputy

**AND WHEN RECORDED MAIL TO:**

Bitterroot Tool & Die, LLC

P O Box 130

Stevensville, MT 59870

Filed for Record at Request of:

First American Title Company

Space Above This Line for Recorder's Use Only

Order No.: 493881-R

Parcel No.: 271322

**WARRANTY DEED**

FOR VALUE RECEIVED,

**Lohse Holdings, LLP**

hereinafter called Grantor(s), do(es) hereby grant, bargain, sell and convey unto

**Bitterroot Tool & Die, LLC**

whose address is: **P O Box 130, Stevensville, MT 59870**

Hereinafter called the Grantee, the following described premises situated in **Ravalli County, Montana**, to-wit:

Lot 1, Zugay Subdivision, Ravalli County, Montana, according to the official plat recorded January 3, 2003, as Instrument No. 507752.

SUBJECT TO covenants, conditions, restrictions, provisions, easements and encumbrances apparent or of record.

TO HAVE AND TO HOLD the said premises, with its appurtenances unto the said Grantees and to the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U.S. Patent reservations, restrictions, easements of record, and easements visible upon the premises, and that Grantor will warrant and defend the same from all lawful claims whatsoever.

Dated: March 13, 2014

David Lohse

By: Jesse Lohse, Partner

COUNTY OF Hill

This instrument was acknowledged before me on March 14, 2014, by **David Lohse and Jesse Lohse, partners of Lohse Holdings, LLP.**



Residing at: Halv M

My Commission Expires: 2-7-2017

Ravalli County | Detail

Date: 09/19/25  
Time: 09:49:55 am

RAVALLI COUNTY TREASURER  
215 S 4TH ST STE H

Tax ID: 271322  
Type: Real

Name and Address  
BITTERROOT TOOL & DIE LLC  
PO BOX 130  
STEVENSVILLE MT 59870-0130

Property Tax Query TW Range SC Description  
Blk/Lot / 01 Geo 1764-24-1-01-27-0000 2-3 ZUGAY SUBDIVISION LOT 1  
17.13 AC ASSIGN#13-841 REDEMPT#1089

	YR	Int. Date	Tax Date	Tax Amt	Penalty	Interest	Total Amt
Paid	24	11/25/24	12/06/24	4,767.76	0.00	0.00	9,535.50
Paid	24	06/09/25	06/02/25	4,767.74	0.00	0.00	
Paid	23	12/05/23	11/30/23	4,560.22	0.00	0.00	9,495.29
Paid	23	06/11/24	05/31/24	4,935.07	0.00	0.00	
Paid	22	11/29/22	11/30/22	4,546.50	0.00	0.00	9,092.96
Paid	22	06/08/23	05/31/23	4,546.46	0.00	0.00	
Paid	21	12/02/21	11/30/21	4,538.65	0.00	0.00	9,077.26
Paid	21	05/25/22	05/31/22	4,538.61	0.00	0.00	
Paid	20	12/04/20	12/04/20	5,027.04	0.00	0.00	10,054.05
Paid	20	01/05/21	05/31/21	5,027.01	0.00	0.00	
Paid	19	11/15/19	12/02/19	4,981.47	0.00	0.00	9,962.90
Paid	19	11/15/19	05/31/20	4,981.43	0.00	0.00	
Paid	18	11/30/18	11/30/18	4,347.77	0.00	0.00	8,695.50
Paid	18	05/30/19	05/31/19	4,347.73	0.00	0.00	
Paid	17	11/30/17	11/30/17	4,292.75	0.00	0.00	8,585.48
Paid	17	05/15/18	05/31/18	4,292.73	0.00	0.00	
Paid	16	11/17/16	12/09/16	2,656.47	0.00	0.00	5,367.52
Paid	16	06/06/17	05/31/17	2,656.46	53.13	1.46	
Paid	15	12/03/15	11/30/15	2,665.84	53.31	0.72	5,385.68
Paid	15	06/01/16	05/31/16	2,665.81	0.00	0.00	
Paid	14	07/17/15	12/01/14	2,829.18	56.58	175.05	5,980.63
Paid	14	07/17/15	06/01/15	2,829.16	56.58	34.08	

Dana P. Taylor

CLERK AND RECORDER BY:

Bellie Martin

FEE: \$18.00

DECLARATION OF PROTECTIVE COVENANTS  
COS 5152-R PARCEL 7-A AP  
ZUGAY AP SUBDIVISION

This declaration is made this 26 day of NOVEMBER, 2002 by STEPHEN J. ZUGAY, hereinafter referred to as "declarant".

RECITALS

Whereas, the Declarant is the owner of the subject property as described below.

Now, therefore, Declarant declares that the property described herein shall be held, sold, conveyed, encumbered, used, occupied, and improved subject to the following easements, restrictions, covenants, liens, and conditions, all of which are in furtherance of a uniform plan of development, improvement and sale of said real property and are established to protect the natural environment and promote public health and safety and for the purpose of enhancing the value, desirability, and attractiveness of the real property and every part thereof.

ARTICLE 1.  
GENERAL PROVISIONS

**Property Subject to Agreement.** The following real property in Ravalli County, Montana, and subsequent divisions thereof, are subject to this declaration: subdivision name

**Applicability.** This declaration shall run with the land and shall be binding upon and enforceable by all parties having or acquiring any right, title, or interest in any real property subject to this declaration.

**Term.** The provisions contained herein shall run in perpetuity.

**Amendments.** The provisions contained herein are revocable or alterable only with majority approval of lot owners and the consent of the Board of County Commissioners of Ravalli County.

**Severability.** If a court of competent jurisdiction holds that a part(s) of this agreement is invalid for any reason, the validity of the remaining portions shall continue in full force and effect and the rights of the parties shall be construed as if the part(s) was never part of this agreement.

**Venue.** If legal action is necessary by any owner concerning this agreement, exclusive venue will lie with the District Court of the Twenty-First Judicial District of the State of Montana, located in Hamilton, Montana.

**Litigation Fees.** Should any party initiate litigation, arbitration, or mediation concerning this agreement, the prevailing party(ies) shall receive from the opposing party(ies) financial compensation for all related costs, including reasonable attorney's fees and expert witness fees.

**Waiver or Abandonment.** The waiver of, or failure to enforce any breach or violation of any provision of this declaration, shall not be deemed to be a waiver or abandonment of such provision, or waiver of the right to enforce any subsequent breach or violation of such provision.

**Enforcement.** The Declarant, any owner, or Ravalli County may enforce by any proceeding at law or

Ret: 1615 Development Co  
4284 Lone Rock School Rd  
Stevensville, MT 59870

in equity these provisions against any person or persons violating or attempting to violate any provision either to restrain violation or to recover damages.

**Definitions.** For the purpose of this declaration, certain terms and phrases are defined below and shall have the meaning ascribed to them.

"Owner" means the record owner (including without limitation the declarant), whether one or more persons or entities, of the fee simple title to any tract of land subject to this agreement, except that where such a tract of land has been sold on an installment sale basis pursuant to a security instrument, the buyer (provided he is not in default under said security instrument) shall be deemed the owner. The term shall not mean or refer to a mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

"Structure" means any permanent or temporary object that is constructed, installed, or placed by man, which requires a location on a parcel of land. It includes buildings of all types, bridges, instream structures, storage tanks, walls, fences, swimming pools, towers, antennas, poles, pipelines, transmission lines, smokestacks, signs, and similar objects.

**Indemnification.** The undersigned, their heirs, successors and assigns, and all future owners of property within the subdivision, agree to hold Ravalli County and the declarant harmless and indemnify Ravalli County and its employees, officials, and agents and the declarant from all claims, demands, obligations, suits, causes of action, damages, and liability, including the County's costs and attorney's fees, arising in any manner whatsoever out of, or relating to, the existence, use, operation, repair, and/or maintenance of the following:

## ARTICLE 2. DEVELOPMENT STANDARDS

**Control of Noxious Weeds.** Lot owners shall control the growth of noxious weeds on their respective lot(s).

**Notification of Irrigation Ditch/Pipeline Easement.** Within this subdivision there is an irrigation ditch or ditches. All downstream water right holders have the right to maintain and repair their ditches and diversion structures whenever necessary to keep them in good condition. The width of the maintenance easement is based on historical practices. Fences may cross an irrigation ditch, provided a gate allows historical access along the ditch. In addition, each downstream water right holder needs to approve any relocation or alteration (i.e. installation of a culvert) of an irrigation ditch. Any act that damages or destroys a ditch, interferes with its operation or maintenance in any way, or restricts access to the ditch so as to interfere with its maintenance is expressly prohibited.

**Radon Exposure.** The owner understands and accepts the potential health risk from radon concentrations, which are presently undetermined at this location. Unacceptable levels of radon can be reduced through building design and abatement techniques incorporated into structures.

**Notification of Proximity to Agricultural Operations.** This subdivision is located near existing agricultural activities. Some may find activities associated with normal agricultural activities objectionable.

This space reserved for the Clerk & Recorder.

**Notification of Proximity to Public Airport.** This subdivision is located near the Stevensville Airport and is generally within the flight path of aircraft to the airport. Standard operation of the airport creates noise levels that some people may find objectionable. In addition, there are inherent hazards associated with aircraft operations to adjoining property.

**Notification of Waiver of Protest to Annexation.** Owners waive all rights in perpetuity, to protest the annexation of this subdivision in whole, or in part, by the Town of Stevensville.

**Notification of Waiver of Protest to Creation of RID.** Owners waive all rights in perpetuity to protest the creation of a rural improvement district for the purpose of improving and/or maintaining the roads that access the subdivision including related right-of-way, drainage structures, and traffic control signs or creating a community water or wastewater treatment system.

**Notification of No Irrigation Rights and Approach Construction Requirements.** There are no irrigation rights associated with this property. When a new approach is constructed, and an approach permit is obtained from the Ravalli County Road Department, the approach will be paved a minimum of 20' from the edge of Airport Road.

**Notification of Wildlife and Wildlife Habitat.** Homeowners must accept the responsibility of living with wildlife and be responsible for protecting their vegetation from damage, or plant only non-palatable vegetation. There is potential for vegetation damage by wildlife to lawns, gardens, flowers and ornamental shrubs located on or near the homesite. Homeowners must keep pets on the homeowner's land or under the immediate control of its owner. Harassment of big game animals by dogs is illegal. Montana law also prohibits supplemental feeding of game animals and artificial feeding is prohibited. For more information in this regard, please refer to the Montana Department of Fish, Wildlife and Parks at 542-5500.

STEPHEN J. ZUGAY

Print Name

Print Name

Signature Stephen J. Zugay Date 11/26/02

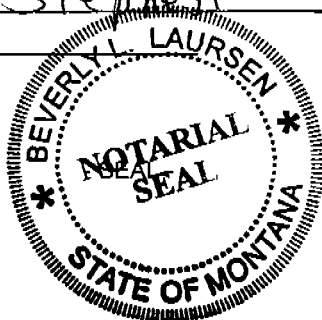
Signature

Date

STATE OF Montana )  
County of Ravalli ) ss

This instrument was acknowledged before me on November 26, 2002 by

Stephen J. Zugay



Notary Public for the State of Montana

My Commission Expires 3-4-2004

Residing at Stevensville

A TWO LOT SUBDIVISION OF LOT 7A, COS 5152-R, LOCATED IN THE NE 1/4 OF SEC. 24, T9N, R20W, PMM, RAVALLI COUNTY, MONTANA

COS 796

We do hereby certify that we have  
land:

Containing 20.25 acres, more or less, to the attached plat.

Further, that the above described  
Further, that the attached plat c  
In witness whereof I have set m  
JGS Development Co., LLC

STATE OF MONTANA

County of Ravalli

This instrument was acknowledged by \_\_\_\_\_ known

Notary Public for the State of \_\_\_\_\_  
Printed name of Notary \_\_\_\_\_  
Residing at \_\_\_\_\_  
My Commission expires \_\_\_\_\_

1, Thomas M. Hanson, Professor representation of a survey made in compliance with the Montana

Thomas M. Hanson  
Professional Land Surveyor  
Montana Registration No. 1000

The Board of County Commissioners

BOARD OF COUNTY COMMISSIONERS

Alan Thompson, Chairman

SS Betty T. Lund  
Betty T. Lund, Member

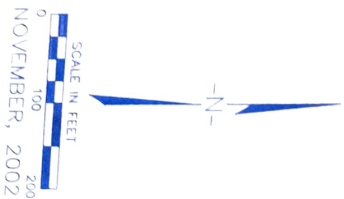
55  
John M. Attowe, Member

ATTEST: *Jedra P. Y.*

Media Project  
Clerk and Recorder

DEVELOPER  
STEPHEN ZUGAY  
OWNER

JGS DEVELOPMENT CO., LLC



### LEGEND

- SET 3/8" x 3/4" BEARING WITH 1-1/2" ALUMINUM CAP (HANSON, 315326)
- ▲ 1" ROUND 1-1/2" ALUMINUM CAP (LEGIBILE)
- 1" ROUND 1-1/2" YELLOW PLASTIC CAP (APPLEBYE, 37015)
- 1" ROUND 1-1/4" YELLOW PLASTIC CAP (LEGIBILE)
- 1" ROUND TWS SUPPORT
- 1" ROUND PER COS 5152-R (APPLEBYE, 37015)
- REFERENCE MONUMENT

COS 1901  
STEVENSVILLE AIRPORT  
TOWN OF STEVENSVILLE  
(AIRPORT HANGARS)

COS 1901

TOWN OF STEVENSVILLE  
(AIRPORT HANGARS)

LOT 2  
3.12 ACRES

LOT 1  
17.13 ACRES

7A

5152-R

TOWN OF STEVENSVILLE  
(INDUSTRIAL AIRPORT BUILDINGS)

S00°08'30"E 1316.43'  
BASIS OF BEARING

COS 1901