

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



Lohse Holdings, LLP

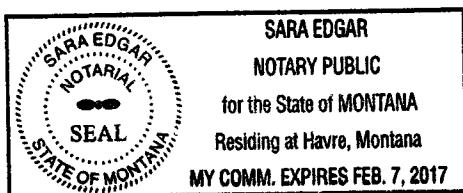
David Lohse

By: David Lohse, Partner

By: Jesse Lohse, Partner

STATE OF Montana)
SS.
COUNTY OF Hill)

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



Sara Edgar

Notary Public for the State of Montana

Residing at: HAVM

My Commission Expires: 27.2017

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 REDEMP#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 | |

Deana P Taylor

CLERK AND RECORDER BY: *Bellie Master* 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

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

Stephen J. Zugay

11/26/02

Signature

Date

Signature

Date

STATE OF Montana

}

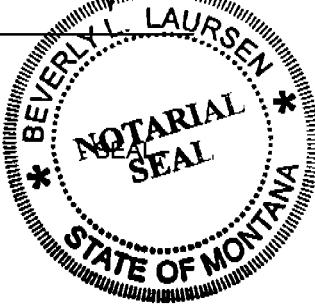
County of Ravalli

}

:ss

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

Stephen J. Zugay



Notary Public for the State of

My Commission Expires

Residing at

3-4-2004

Stevensville

ZUGAY SUBDIVISION

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

COS 842

COS 796

CERTIFICATE

We do hereby certify that we have
land:

Tract 7A, Certificate of Survey No. 555

Township 9 North, Range 20 West

Containing 20.25 acres, more or

less, to the attached plat.

Further, that the above described

Further, that the attached plat is

in witness whereof I have set my

JGS Development Co., LLC



COS 1901

7A
51
R
LOT 1
17.13 ACRES

SURVEYOR'S STATEMENT

I, Thomas M. Hanson, Professional Surveyor, in representation of a survey made in compliance with the Montana

BOARD OF COUNTY COMMISSIONERS
ss
Thomas M. Hanson
Professional Land Surveyor
Montana Registration No. 100-111-201

Alan Thompson, Chairman
ss
Betty T. Lund, Member

ss
John M. Attoe, Member

LEGEND

- SEI 5/16" x 24" PER BAR WITH 1-1/2" ALUMINUM CAP (MANSON, 315.35\$)
- POINT 1-1/2" ALUMINUM CAP (ALLEGRA, 3015\$)
- FO-NO 1-1/4" YELLOW PLASTIC CAP (APPLIBUR, 3015\$)
- FO-NO 1-1/4" YELLOW PLASTIC CAP (ALLEGRA, 3015\$)
- FO-NO 1-1/2" ALUMINUM CAP (APPLIBUR, 3015\$)
- PER RENOMENT (APPLIBUR, 3015\$)



COS 1901

51
R
LOT 1
17.13 ACRES

CERTIFICATION

The Board of County Commissioners do hereby certify that the surveyor has

conformed to law, and therefore

BOARD OF COUNTY COMMISSIONERS
ss
Thomas M. Hanson
Professional Land Surveyor
Montana Registration No. 100-111-201

Alan Thompson, Chairman
ss
Betty T. Lund, Member

ss
John M. Attoe, Member

ATTEST: *John M. Attoe*
Clerk and Recorder

DEVELOPER
STEPHEN ZUGAY

OWNER

JGS DEVELOPMENT CO., LLC