

RAICH MONTANA  
PROPERTIES LLC



## 22 Suce Creek Trail Head

Livingston, Montana 59047

TRACY RAICH, Broker | Owner 406.223.8418  
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NOTICE: The real estate offerings contained herein are subject to errors, omissions, prior sale, change or withdrawal without notice, and approval of purchase by owner. Information regarding land classifications, acreages, carrying capacities, potential profits, etc., are intended only as general guidelines and have been provided by sources deemed reliable, but whose accuracy we cannot guarantee. Prospective buyers should verify all information to their satisfaction.



**Paradise Valley Mountain Retreat**  
Property Details

Physical Address:	22 Suce Creek Trail Head, Livingston, MT 59047
Legal Description:	Four Seasons Tracts, Lot 6 COS 1714 Section 20, Township 03 South, Range 10 East
Description:	<p>Situated in southwestern Montana's celebrated Paradise Valley, with the beautiful peaks of the Absaroka Range as its backdrop, this beautiful reclaimed timber home with 28' vaulted ceilings, noteworthy beam work and massive fireplace built with Harlowton Moss Rock will delight those seeking a recreational retreat or full-time residence. The open floor plan of the main floor accommodates large gatherings with kitchen, living, formal and informal dining areas set around the massive stone fireplace, and two covered porches conveniently placed for optimum use. The spacious master suite, second bedroom, laundry room and <math>\frac{3}{4}</math> bath is also situated on the main floor which is heated with an in-floor radiant heating system. Upstairs is a sitting area, 2 bedrooms and a full bath with a claw foot tub/shower. Beautiful views of the surrounding mountains and Yellowstone River are showcased from the home, covered porches and acreage. The 2590 square foot basement has been partially finished and includes a TV room with built-in cabinetry, a large room for play area, gym or billiards room, office with built-ins, and a mud room with built-ins, slate flooring and door to outside. The unfinished area includes a rough plumbed bath, and storage area.</p> <p>The architecturally appealing reclaimed timber garage is conveniently located behind the home providing room for 2 large vehicles, additional storage space and a nice loft area that may be finished for additional living space or guest quarters.</p>
Grounds:	<p>This beautiful mountain acreage has a varied topography with mature timber, grassy meadows with wildflowers and landscaping around the home by "Valley of the Flowers". An underground Rain Bird Series sprinkler system keeps the manicured lawn, flower gardens, and native grasses lush. A French drain was installed underneath the driveway, along the east side of the house directing run-off water away from the house and into the native grass area.</p>
Acreage:	20.53 Acres
Elevation:	The elevation of the property ranges from approximately 5200 to 5500 feet

Livestock: Horses are allowed

2009 Taxes: \$4,403.68

Covenants: Yes

Sanitation: Septic (permit on file)

Domestic Water: Well (580 ft, 17 GPM)

Main Home:

Year Built: 2006

Contractor: Eric Nellis

Square footage: Main Level: 2590 sq ft, Upper Half Story: 1144 sq ft,  
Basement: 2590 sq ft, Garage: 816 sq ft, plus loft 544 sq  
ft.

Porches: 370 sq ft, 102 sq ft, 180 sq ft

*(Park County Tax Records Main Home/Seller's Measurement Garage)*

Heat: Radiant in-floor heat on main floor (Buderus Heating  
System), baseboard electric upper level, 1000 gallon  
propane tank

Roof: Steel (From Bridger Steel)

Exterior: Recycled Timber

Technology: Satellite WiFi & TV

Ceilings: 28' vaulted ceilings in kitchen, living & dining areas;  
other ceilings approximately 11'

Bedrooms: 4

Bathrooms: 3

Bath Detail: Master Bath: Mr. Steam Steam Bath generator system,  
Moen Shower Fixture, Kohler Jet Tub, Dual Sinks,  
Kohler Fixtures;  
Downstairs Bathroom: Kohler Sink & Fixture, Moen  
Shower Fixture

Upstairs Bathroom: Claw Foot Tub/Shower, Sink,  
Kohler Fixtures

Kitchen Detail: Countertops: Custom Made Wood, Nero Orion  
Granite from Montana Tile & Stone Co. on island, island  
designed by Logan Leachman of JLF & Associates, Inc  
and built by Battle Ridge Construction with wood  
reclaimed from the Harms Ranch on Willow Creek in  
Livingston, Custom cabinetry

Appliances: KitchenAid (Stainless) Dishwasher,  
KitchenAid (Stainless) Bottom-Mount Refrigerator,  
KitchenAid (Stainless) microwave, KitchenAid  
(Stainless) Range w/oven & grill, Range Master-Broan  
NuTone Hood

Laundry: Located on main floor, next to second bedroom and off  
the second bath. Whirlpool Duet Washer & Dryer  
front load included.

Basement: Newly finished 357 square foot TV room with built-in  
cabinetry, carpet, large bonus room with recessed  
lighting & new carpet, office with built-in shelving &  
carpet, mud room with built-ins, slate flooring and door  
to outside. The unfinished area includes a large storage  
area and a rough plumbed bath.

Floors: Reclaimed wide plank wood

Windows: Jeld Wen

Garage: Oversize 2-car Garage built in 2009 by Battle Ridge  
Construction, recycled timber, metal roof, 8' wide shed,  
24x34' with 16x34' loft area and barn sash windows

Access/Easements: Access is by way of Forest Service Road, Suce Creek Road No. 201, and  
is subject to their terms and conditions. Notice of an easement for  
forest service road and matters incidental thereto, contained in  
Declaration of Taking; recorded December 16, 1980, in Book/Roll 33,  
Page 769, under Document #163404.

County road rights-of-way not recorded and indexed as a conveyance in  
the office of the clerk and recorder pursuant to Title 70, Chapter 21,  
MCA.

Powerline Easement granted to Paul McAdam, recorded September 16, 1959, in Volume 37 of Miscellaneous Records, Page 396, under Document #82378.

Right-of-way granted to Park Electric Cooperative, Inc., recorded November 5, 1992, in Roll 89, Page 1148, under Document #228934.

Right-of-way granted to Park Electric Cooperative, Inc., recorded May 3, 2005, in Roll 217, Page 1756, under Document #325397.

#### Location Highlights:

- The property is located in the coveted Suce Creek area of the Paradise Valley, known for its grassy meadows, lush forest and mountainous elevations tucked privately into a dramatic valley providing access to the stunning Absaroka Beartooth Wilderness.
- Livingston Montana is the original gateway to Yellowstone National Park and was founded in 1882 by the Northern Pacific rail road. The town lies on the banks of the Yellowstone River. The spacious valleys and rugged mountains give residents and visitors access to a beautiful and pristine environment for recreation. In town, they enjoy fine dining, shops, night-life and art galleries in a down to earth cultural atmosphere missed in so many places. Unique for a western town, Livingston plays host to ranchers, outdoor enthusiasts, artists, writers, actors and entrepreneurs. The Livingston community has been featured in numerous outdoor magazines and has been the featured location in several movies including The Horse Whisperer, Rancho Deluxe and A River Runs Through It. Many books have been written about the area and the people (population approximately 7500). Most recently (2009), Livingston was featured in Anthony Bourdain's "No Reservations" television series entitled "Montana". No Reservations visited several restaurants including 2<sup>nd</sup> Street Bistro, Murray Bar and the Old Saloon in Emigrant. Anthony spent time horseback riding, dogging cattle, and of course fly fishing. To view this program, visit the episode on the Travel Channel:  
[http://www.travelchannel.com/TV\\_Shows/Anthony\\_Bourdain/Episodes\\_Travel\\_Guides/Episode\\_Montana?fbid=WPN7n2t6l4m](http://www.travelchannel.com/TV_Shows/Anthony_Bourdain/Episodes_Travel_Guides/Episode_Montana?fbid=WPN7n2t6l4m)
- The Paradise Valley is almost completely surrounded by public land with over nine hundred thousand acres of wilderness, nearly two hundred thousand acres of National Forest Land, and approximately three million acres of Yellowstone National Park. The Absaroka Beartooth wilderness is home to Montana's tallest peak, the steep rocky mass known as Granite Peak. At 12, 799 feet, Granite Peak towers above the Beartooth Plateau. It anchors the Beartooth Range, which stands higher and more rugged than the Absarokas, with many



peaks exceeding 12,000 feet (one of them resembles a bear's tooth). The Beartooth portion of the range is dominated by vast, treeless plateaus, which fall off sharply into surrounding canyons and small lakes tucked high into glacial cirques. The Absarokas have ample vegetative cover, including dense forests and broad mountain meadows crossed by meandering streams. Mt. Cowan is the tallest peak in the Absaroka Range, topping out at 11,206 feet. Big horn sheep and mountain goats roam about the mostly rugged country, along with elk, deer, moose, coyotes, bears, and wolves. Trout reside in many of the lakes and streams in both ranges.

- Fly Fishing - Some of the best trout fishing in the world is found in Paradise Valley, and much of it is a short distance from the property.
- The Yellowstone River is the longest free-flowing river in the lower 48 states flowing some five hundred and fifty miles from its source in the mountains in Wyoming to its confluence with the Missouri River. There are more than one hundred miles of Blue Ribbon trout water downstream from the Yellowstone National Park border with populations of brown, rainbow and cutthroat trout. The Yellowstone is an excellent river to float as well as wade fish. There are three renowned spring creek fisheries in close proximity to the property. Nelson's (2 miles), Depuy's and Armstrong's (a 15 minute drive) who each offer fee fishing on over five miles of some of the best spring creek water in the world. These spring creeks are natural wonders offering an abundance of wild trout.

[www.nelsonspringcreek.com/](http://www.nelsonspringcreek.com/)  
[www.depuy.springcreek.com/](http://www.depuy.springcreek.com/)  
[www.armstrongspringcreek.com/](http://www.armstrongspringcreek.com/)

- Yellowstone National Park (53 miles south) is the birthplace of many of the finest trout rivers in the western states. The park hosts an abundance of fishing opportunities with over a hundred lakes and a thousand miles of streams.
- The Suce Creek Trail Head is located 1.3 miles from the property. The trail head is a picnic area and provides access to National Forest and Wilderness lands, and the trail takes you to Baldy Basin and the north fork of Deep Creek. There are many other Trail Heads within a driving distance of the property such as Deep Creek, Pine Creek, Mill Creek, Emigrant Gulch, Six Mile, Joe Brown Trail, and Eagle Creek.
- The area and property provides an abundance of wildlife viewing which may include moose, deer, ducks, bear, elk, fox and various

birds.

- Air Travel: Gallatin Field Airport (BZN) located near Belgrade and Bozeman is a 50 minute drive, and is the closest commercial airport. There are two private landing strips within 15 miles of the property.

**PRICE REDUCED FROM \$1,525,000.00 to \$1,275,000.00**



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Shopping Cart: 0 items [\$0.00]

**New Search**

**Detail**

**View Pie Charts**

**Help**

**Property Tax ID:** 0005652200

**Status:** Current

**Type:** RE

**Owner:** SUMMERS GEORGE ELLIS &

**Tax Breakdown:**

Year	TaxID	Statement#	Kind	Description	1st Half	2nd Half
2013	0005652200	10076	COUNTY	AIRPORT	\$4.95	\$4.95
2013	0005652200	10076	COUNTY	AMBULANCE COUNTY	\$27.92	\$27.92
2013	0005652200	10076	COUNTY	AMBULANCE COUNTY-02	\$14.49	\$14.49
2013	0005652200	10076	COUNTY	ANGELINE	\$12.65	\$12.65
2013	0005652200	10076	COUNTY	BRIDGE	\$34.92	\$34.92
2013	0005652200	10076	COUNTY	COMP INS	\$39.64	\$39.64
2013	0005652200	10076	COUNTY	COUNTY GENERAL	\$142.60	\$142.60
2013	0005652200	10076	COUNTY	DISTRICT COURT	\$18.63	\$18.63
2013	0005652200	10076	COUNTY	FAIR	\$13.97	\$13.97
2013	0005652200	10076	COUNTY	LIBRARY	\$29.10	\$29.10
2013	0005652200	10076	OTHER	LIV FIRE	\$166.18	\$166.18
2013	0005652200	10076	SCHOOL	LIVINGSTON HIGH SCH	\$321.63	\$321.63
2013	0005652200	10076	SCHOOL	LIV. H/S BOND HS2010A	\$128.05	\$128.05
2013	0005652200	10076	SCHOOL	LIV. H/S BOND HS2010B	\$55.70	\$55.70
2013	0005652200	10076	COUNTY	MUSEUM	\$13.10	\$13.10
2013	0005652200	10076	COUNTY	PERMISS MEDICAL	\$84.40	\$84.40
2013	0005652200	10076	SCHOOL	PINECREEK BUS DEPR	\$5.65	\$5.65
2013	0005652200	10076	SCHOOL	PINECREEK GENERAL	\$309.24	\$309.24
2013	0005652200	10076	SCHOOL	PINECREEK TRNSPORT	\$1.05	\$1.05
2013	0005652200	10076	COUNTY	PLANNING CITY/COUNTY	\$7.74	\$7.74
2013	0005652200	10076	SCHOOL	RETIRE ELEM	\$167.75	\$167.75
2013	0005652200	10076	SCHOOL	RETIRE H/S	\$97.90	\$97.90
2013	0005652200	10076	COUNTY	ROADS P/C	\$85.04	\$85.04
2013	0005652200	10076	COUNTY	SEARCH & RESCUE	\$5.82	\$5.82
2013	0005652200	10076	COUNTY	SENIOR CITIZENS	\$2.91	\$2.91
2013	0005652200	10076	COUNTY	SHERIFF	\$194.99	\$194.99



2013	0005652200	10076	SCHOOL	STATE ELEM	\$192.08	\$192.08
2013	0005652200	10076	SCHOOL	STATE EQUALIZATION	\$232.82	\$232.82
2013	0005652200	10076	SCHOOL	STATE H/S	\$128.05	\$128.05
2013	0005652200	10076	SCHOOL	STATE TRANSPRT	\$18.86	\$18.86
2013	0005652200	10076	STATE	UNIVERSITY	\$34.92	\$34.92
2013	0005652200	10076	OTHER	WEED CONTROL	\$9.31	\$9.31
2013	0005652200	10076	OTHER	Soil & Water	\$8.73	\$8.73
2013	0005652200	10076	OTHER	Landfill	\$6.00	\$6.00
2013	0005652200	10076	OTHER	REFUSE ASSESSMENT	\$71.50	\$71.50

1st Half Total: \$2,688.29

2nd Half Total: \$2,688.29

**Total Tax: \$5,376.58**

**Note:** Only one search criterion is required (e.g. Parcel # or Owner Name). Entering additional criteria will result in an incomplete search.

**ATTENTION:** For Owner Name Searches, you must search LastName FirstName.

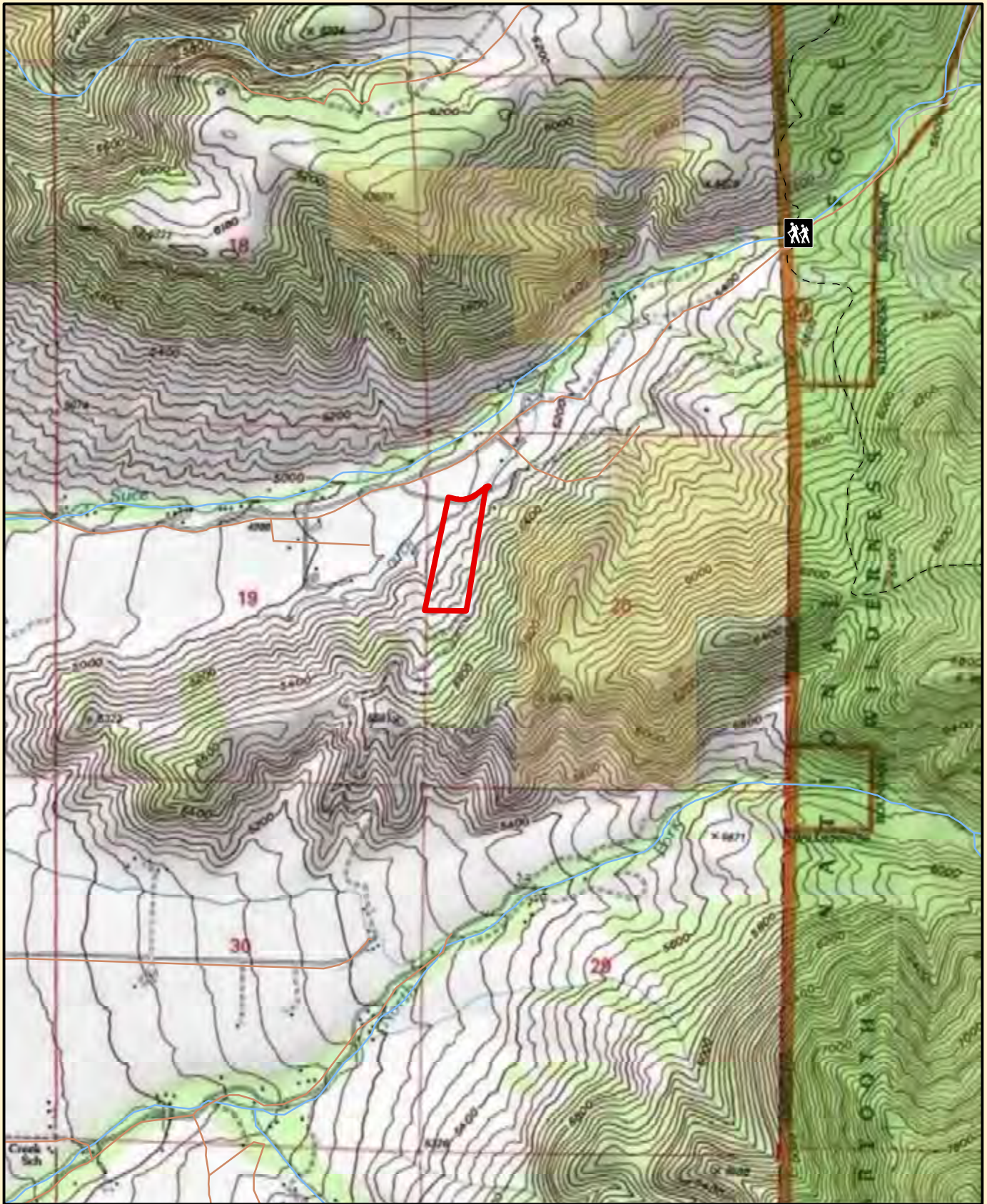
The accuracy of this data is not guaranteed. Property Tax data was last updated 2/11/2014.

Send Payments To:

**Send Payments to:**

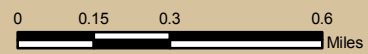
Park County Treasurer  
414 East Callender  
Livingston, MT 59047  
PH: (406)222-4121 or 4119



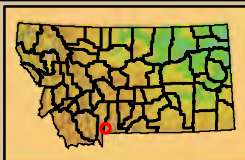


**Legend**

- Subject
- US Bureau of Land Management
- US Forest Service
- Trailhead
- Hiking Trail



This map is for visual reference purposes only, and its accuracy is not guaranteed.





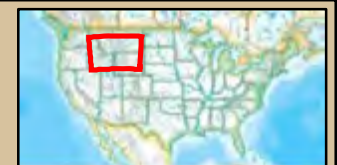


Legend  
[Red Box] Subject



0 25 50 100 150 200 Miles

This map is for visual reference purposes only,  
and its accuracy is not guaranteed.







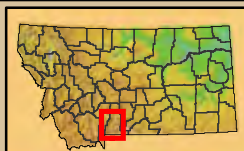
## Legend

 Subject



0 3.5 7 14  
Miles

This map is for visual reference purposes only,  
and its accuracy is not guaranteed.



[illegible]

Scale: 1" is Approximately Equal To 2000'

**State of Wisconsin**  
 Department of Transportation

I hereby certify that the accompanying Certificate of Survey was completed by the, or under his supervision, on December 14, 2001 pursuant to Section 76-5-801 of the M.C.S. and the Open County Subdivision Regulations, that to the best of my knowledge the information shown is true and correct, and the monuments set together with these bounds are sufficient to locate the survey to be released.

**BASED ON BEARINGS:** All bearings and distances are based on GPS observations using geo-coordinates taken on a plane with the origin located at C1.

**IN WITNESS WHEREOF:** I have hereunto set my hand and affixed my official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2001.

Richard T. Hall  
Monsieur Registration No. 10,348 L.S.  
1218 West Front Street  
Livingston, Montana 59007  
(406) 829-2322, 8303

(State of Montana)

I, Ben R. Holland, Treasurer of said county, do hereby certify that the accompanying Certificate of Survey has been duly examined and that all real property taxes assessed and levied on the land are paid.

Dated this 11 day of Feb 2002

\_\_\_\_\_  
Sgt. R. Holland, Treasurer

\_\_\_\_\_  
Det. M. J. Peterson

### State of Maryland

I, Chairman of the Board of County Commissioners, hereby certify that we have examined the accompanying Certificate of Survey and find that it conforms with the requirements of the Montana Subdivision and Platting Act and the Park County Subdivision Regulations.

IN WITNESS WHEREOF, I have hereunto set my hand this  
14 day of February 2008  
Ed. Smith  
 Director

## (Expt of Westerns)

[illegible]

James M. Smith

County of Franklin No. 100  
 Given 19 day of February 2011 before me, a Notary Public in and for said state, personally appeared Anthony R. Eaton and Lauren H. Eaton, known to me to be the persons whose names are subscribed to the above Certificate of Exemption, and acknowledged to me that they executed the same.

www.CCAI

On this 23rd day of January, 2002 before me, a Not Public in and for said state, personally appeared William T. Marazulak and Denise G. Marazulak, known to me to be the persons whose names are subscribed to the above Certificate of Exemption, acknowledged to me that they executed the same.

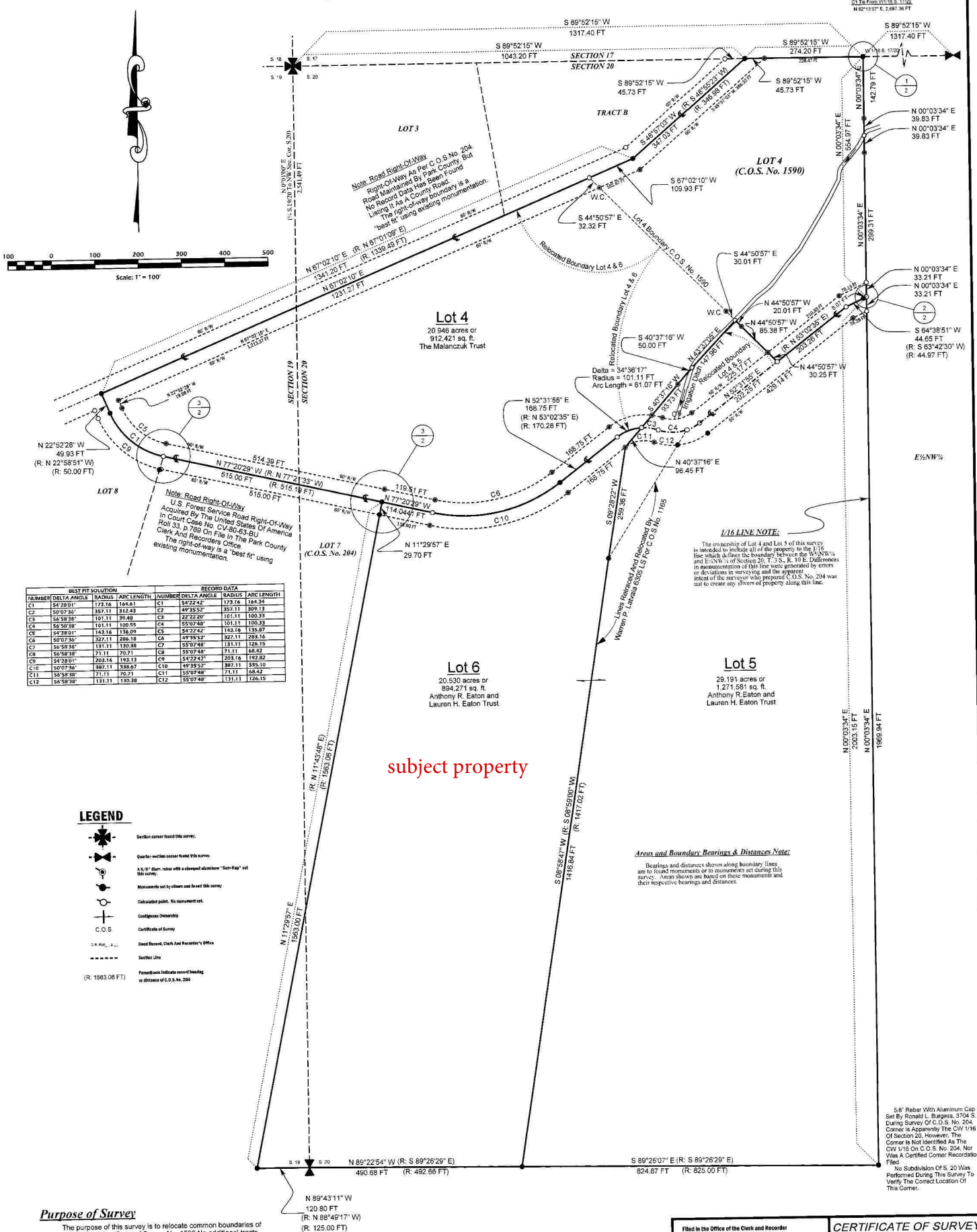
History Public for the State of California  
Residing at 12851 Kewman  
My commission expires Aug 31 2011



Certificate of Survey No. 1724  
 Park County, Montana



**A Survey of**  
**The Relocation Of Common Boundaries**  
**Of Lots 4 & 6, Certificate Of Survey No. 1590**  
**Located In The NE 1/4 Of Section 19 & The NW 1/4 Of Section 20**  
**Township 3 South, Range 10 East, P.M.M., Park County, Montana**



BEST FIT SOLUTION				RECORD DATA			
NUMBER	DELTA ANGLE	RADIUS	ARC LENGTH	NUMBER	DELTA ANGLE	RADIUS	ARC LENGTH
C1	54°28'01"	173.16	144.61	C1	54°28'01"	173.16	144.61
C2	50°07'35"	352.11	312.43	C2	49°35'52"	352.11	309.13
C3	56°58'35"	101.11	39.48	C3	22°22'20"	101.11	100.39
C4	56°58'35"	101.11	120.55	C4	55°07'48"	101.11	100.39
C5	147°08'01"	143.16	136.09	C5	54°22'42"	143.16	135.87
C6	50°07'35"	327.11	288.18	C6	49°35'52"	327.11	288.18
C7	56°58'35"	131.11	120.38	C7	55°07'48"	131.11	120.38
C8	56°58'35"	71.11	70.71	C8	55°07'48"	71.11	68.42
C9	54°28'01"	203.16	192.13	C9	54°22'42"	203.16	192.82
C10	50°07'35"	882.11	136.67	C10	49°35'52"	882.11	355.10
C11	56°58'35"	71.11	70.71	C11	55°07'48"	71.11	68.42
C12	56°58'35"	131.11	120.38	C12	55°07'48"	131.11	126.15

**LEGEND**

- Section corner found this survey.
- Quarter-section corner found this survey.
- A.S./B. diam. rebar with a stamped aluminum "Star-Flag" set this survey.
- Monuments set by others and found this survey.
- Calculated point, no monument set.
- Contiguous Ownership
- Certificate of Survey
- D.R. Road, R.
- Deed Record, Clerk and Recorder's Office
- Setback Line
- Pennyback indicate record bearing or distance of C.O.S. No. 204.

**Purpose of Survey**

The purpose of this survey is to relocate common boundaries of Lots 4 and 6 of Certificate of Survey No. 1590. No additional tracts are being created. The improvements on Lot 4 are located on the area identified as Lot 4 of Certificate of Survey No. 1590 and include a barn and a residence whose sanitation system consisting of a septic tank, drain field and replacement drain field area, was approved October 20, 1992. The area of Lot 4 is increased to 20.946 acres, and the area of Lot 6 is reduced to 20.530 acres.

**Areas and Boundary Bearings & Distances Note:**

Bearings and distances shown along boundary lines are to found monuments or to monuments set during this survey. Areas shown are based on these monuments and their respective bearings and distances.

Filed in the Office of the Clerk and Recorder for the County of Park, State of Montana, this 14 day of February, 2022, A.D., at 1:00 o'clock P.M.

*(Signature)*  
 County Clerk and Recorder

By: \_\_\_\_\_  
 Deputy

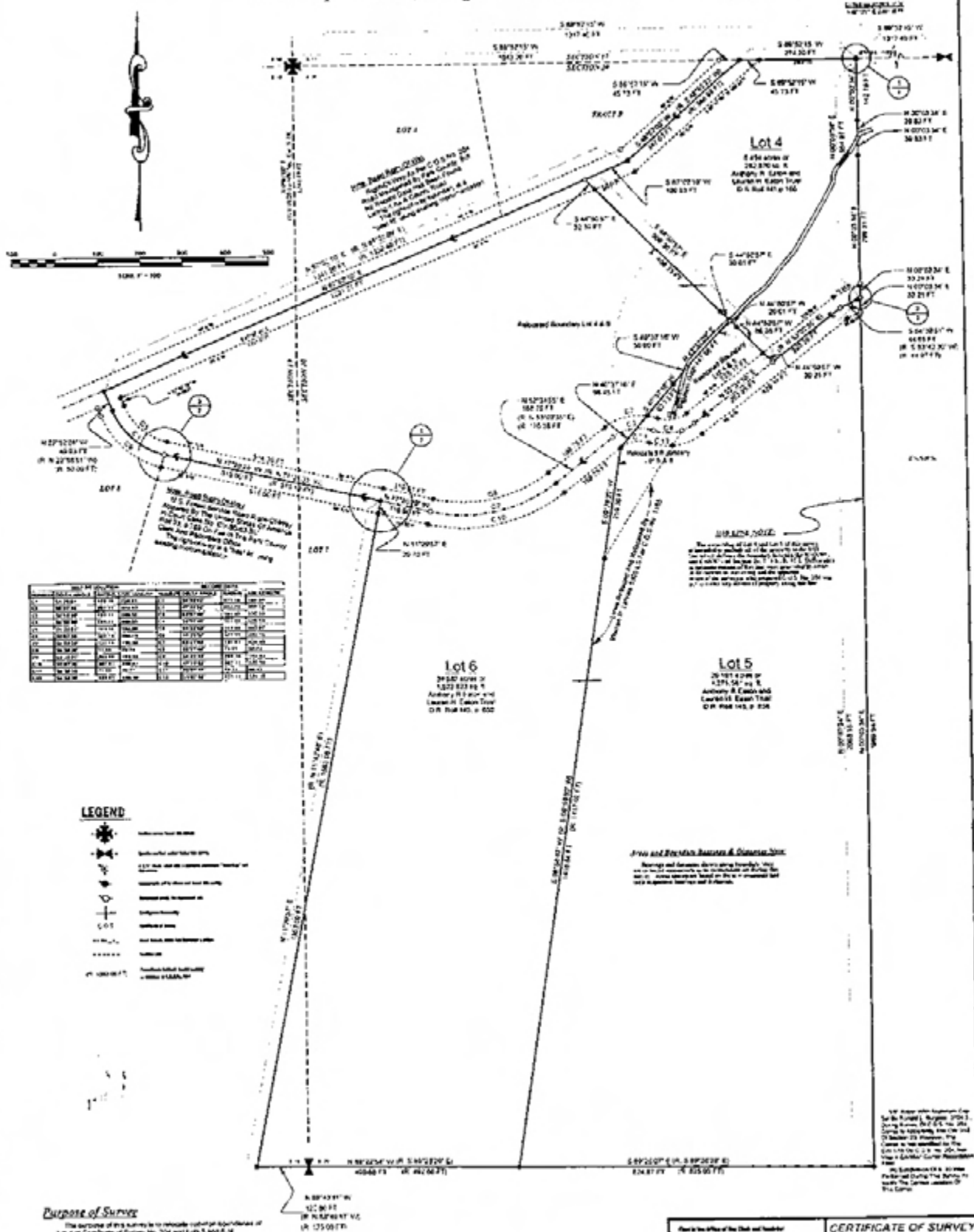
**CERTIFICATE OF SURVEY**

1/4	Sec.	T.	R.	Drawn By:	Date:
<input checked="" type="checkbox"/>	19	3 S.	10 E.	N. Hark	1/28/20
<input checked="" type="checkbox"/>	20	3 S.	10 E.	Checked By:	1/28/20
				T. J. Hark	1/28/20
				Surveyed By:	1/28/20
				E. Hark	1/28/20

5/8" Rebar With Aluminum Cap Set By Ronald L. Burgess, 3704 S. During Survey Of C.O.S. No. 204. Corner is Apparently The CORNER Of Section 20. However, The Corner Is Not Identified As The CORNER On C.O.S. No. 204. Nor Was A Certified Corner Recordation Filed.

No Subdivision Of S. 20 Was Performed During This Survey To Verify The Correct Location Of This Corner.

*The Relocation Of Common Boundaries  
Of Lots 4, 5 & 6, Certificate Of Survey Nos. 204 & 1165  
Located In The NE 1/4 Of Section 19 & The NW 1/4 Of Section 20  
Township 3 South, Range 10 East, P.M.M., Park County, Montana*



### Purpose of Survey

The purpose of this notice is to reassign certain responsibilities of Lot 4 in Certificate of Survey No. 254 and Lots 5 and 6 of Certificate of Survey No. 256 (both boundaries indicated by Certificate of Survey No. 11450). No additional lands are being created.

Lot 4 is being divided into 2 1/2 acre parcels comprising the eastern and northern portions of the tract which contain a new driveway with an appurtenant easement. See the new survey measurements. The western portion now comprises 2 1/2 acres and the original tract, described and represented as: Lot 4 is located within the tract boundaries of Lot 4.

[illegible]



1165

CERTIFICATE OF SURVEY NO. 1165

THE RELOCATION OF THE COMMON BOUNDARY BETWEEN LOTS 5 AND 6 OF  
CERTIFICATE OF SURVEY NO. 204 SITUATED IN SECTIONS 19 AND 20,  
T. 3 S., R. 10 E., PRINCIPAL MERIDIAN, PARK COUNTY, MONTANA

**PURPOSE OF SURVEY:** This survey was performed to relocate the common boundary between Lots 5 and 6 of  
Certificate of Survey No. 204, situated in Sections 19 and 20, Township 3 South, Range 10 East of the  
Principal Meridian, Park County, Montana.

**BASIS OF REASONING:** The bearings on this certificate are based on the record bearing of N. 14°18'05" E. on  
the original boundary between Lots 5 and 6 as shown on Certificate of Survey No. 204.

**CURVE DATA:** All curve data shown hereon refers to the centerline of the road easement, identical with the  
northerly boundary of Lots 5 and 6.

**SURVEYOR'S NOTE:** As shown hereon, the boundary common to Lots 5 and 6 is the only line retraced during the  
survey. The survey and the monument are the only monuments recovered and located. Accordingly, the only area  
that can be identified to the area between the original boundary defined by these monuments and the new  
boundary as monumented and shown hereon. The new area for Lots 5 and 6 shown hereon are based on the  
previous record area of these lots and the assumed change in area resulting from this boundary relocation.  
These new area numbers cannot be, and are not certified to by this survey of Certificate.

**CERTIFICATE OF SURVEY:** I, Warren P. LeVelle, Montana Professional Land Surveyor Registration No.  
53253, certify that I performed the survey shown hereon in September of 1992, and prepared this  
Certificate in accordance with the provisions of the Montana Subdivision and Platting Act of 1916, M.C.A.  
and the Park County Resolution regarding that act.



Warren P. LeVelle P.L.S.  
Date: Sept. 28, 1992

**CLASSIFICATION OF EXEMPTION:** Four Seasons Development, a joint venture, hereby certifies that it is the owner  
of Lots 5 and 6 of Certificate of Survey No. 204, situated in Sections 19 and 20, T. 3 S., R. 10 E., P.M.T. and  
has caused the relocation of the common boundary between those parcels as shown hereon. The relocation of  
this common boundary is exempt from review as a subdivision pursuant to Section 76-3-20(1)(a) M.C.A.

Four Seasons Development, Inc. by Warren P. LeVelle Date: Sept. 28, 1992  
Subscribed and Sworn before me this 28 day of September, A.D. 1992

Warren P. LeVelle Notary Public for the State of Montana  
Residing at Bozeman, Montana My commission expires 12/31/94

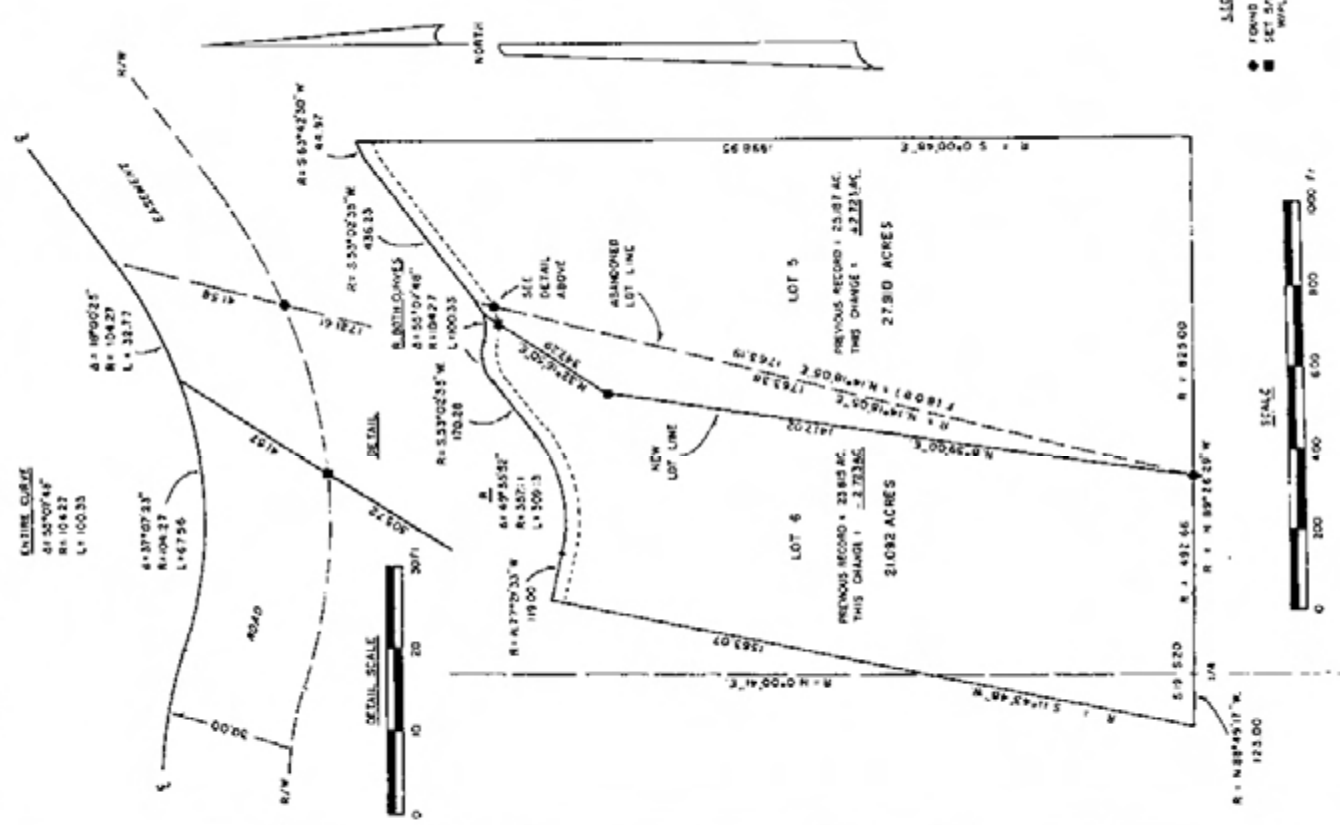
**CERTIFICATE OF REASONABLE:** I, Earl R. Helms, Treasurer of Park County, Montana, hereby certify that this  
certificate of survey has been duly examined and that no real property taxes assessed and levied on the land  
shown are delinquent.

Earl R. Helms Dated this 22 day of September, 1992.  
Earl R. Helms, Treasurer, Park County

**CERTIFICATE OF COUNTY COMMISSIONERS:** I, Terry Lovely, Chairman of the Board of County Commissioners of  
Park County, Montana, certify that this certificate of survey has been duly reviewed  
and found to conform with the requirements of the Subdivision and Platting Act, Sections 76-3-10 through  
76-3-21 M.C.A., and the Park County Resolution No. 136 regarding the Subdivision and Platting Act.

Terry Lovely Dated this 23 day of September, 1992.  
Chairman, Park County Commissioners

FILED THIS 23 DAY OF September A.D. 1992, at BOZEMAN MONTANA  
By Earl R. Helms County Clerk Document No. 228173







# Montana Topographic Map Finder

The map is 2.06 miles wide.

Choose Image Type

2009 Color Photo



Refresh

Photo Date = 07/23/2009



Select a Map Control,  
then click on the map

## Map Controls



ZoomIn

Zoom Factor



ZoomOut

3



New Center

State View

### Map Center Coordinates at Red +

Datum: NAD83 ☐ NAD27 ☒

### [Decimal Degrees](#)

Lat 45.5644 Long -110.52491

### State Plane

E 520012 N 146604

### UTM Zone 12

E 537076 N 5045544

### [US National Grid](#)

12T WR 37076 45544

TRS T3S R10E S20

Hydrologic Unit 10070002  
Upper Yellowstone River

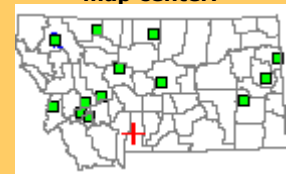
Download Orthophoto:

[Tile  
3535](#)

Download 100K  
quadrangle:

[Livingston](#)

Click the small map to move the main  
map center.



Green squares show areas where 2004  
hi-resolution color photos are  
available.

[Legend](#) | [Help](#)

Search Tools

Map Size: ☐ Extra Large ☐ Large ☒ Small Refresh

[Click Here](#) to view other map data for this area.



Technical questions about the application can be directed to: [nris@mt.gov](mailto:nris@mt.gov)  
Please let us know if you have problems with the Topofinder!!

## Other Options

[Plot this site on a topographic map](#)  
[View scanned well log \(1/15/2010 1:37:42 PM\)](#)

**Site Name:**  
**GWIC Id: 223280**  
**DNRC Water Right: C30020131**

Total Depth: 580  
Static Water Level: 481  
Water Temperature:

<b>Owner Name</b>		
<b>Mailing Address</b>		
P.O. BOX 1047		
<b>City</b>	<b>State</b>	<b>Zip Code</b>
NIANTIC	CT	06357

17 gpm with drill stem set at 575 feet for 1 hours.  
Time of recovery 0.5 hours. \_\_\_\_\_  
Recovery water level 481 feet. \_\_\_\_\_  
Pumping water level \_\_\_\_\_ feet.

Township	Range	Section	Quarter Sections	
03S	10E	1	SE¼ NW¼	SW¼ NW¼
County		Geocode		
PARK				
Latitude		Longitude	Geomethod	Datum
45.5644		110.5249	NAV-GPS	NAD27
Altitude		Method	Datum	Date
Addition		Block	Lot	

*\* During the well test the discharge rate shall be as uniform as possible. This rate may or may not be the sustainable yield of the well. Sustainable yield does not include the reservoir of the well casing.*

Unassigned

## DOMESTIC (1)

Drilling Method: ROTARY

Date well completed: Wednesday, January 25, 2006

### Borehole dimensions

**From To Diameter**

0	580	8
---	-----	---

## Casing

			Wall	Pressure		
From	To	Diameter	Thickness	Rating	Joint	Type
-3	113.5	8	0.250		WELDED	A53B STEEL
20	580	4.5		200.00	SPLINE	PVC-SCHED 40
Completion (Perf/Screen)						

[illegible]

			# of	Size of	
From	To	Diameter	Openings	Openings	Description
560	580	4.5	40	.125 X 6	SAW SLOTS
Annular Space (Seal/Grout/Packer)					

## Annular Space (Seal/Grout/Packer)

**Cont.**

From	To	Description	Fed?
0	20	BENTONITE GRANULES	Y

## Driller Certification

All work performed and reported in this well log is in compliance with the Montana well construction standards. This report is true to the best of my knowledge.

Name:

**Company:** POTTS DRILLING INC

**License No:** WWC-512

**Date Completed:** 1/25/2006

## PARK COUNTY HEALTH DEPARTMENT

## SUBSURFACE SEWAGE TREATMENT SYSTEM PERMIT

New \$200.00 / \$100.00 Repair of Existing Permitted System

Tax ID 5652200Rcpt.# 125786Paid by CLC/gulinkoFor PayrollDate 8/24/05ck.# 7264New ☒Replacement ☐

1. SYSTEM TYPE Standard 2. DATE OF PERMIT 24 Aug 05
3. NAME OF PROPERTY OWNER Damon Navarro <sup>under</sup> Anne W. Navarro
4. ADDRESS OF OWNER P.O. Box 3627 Park City Utah phone: 860-460-0387
5. ADDRESS OF PROJECT Lot 6 Sunburst Rd Livingston, 84260 22 Sore Creek Trailhead
6. LEGAL DESCRIPTION OF PROPERTY T 3 S or N, R 10 E, SECTION NE 1/4 19 NW 1/4 20
- SUBDIVISION Four Seasons Tracts C/S or PLAT NO. 1714 LOT 6 BLOCK
7. NUMBER OF BEDROOMS (OR ESTIMATED SEWAGE VOLUME) 4
8. SYSTEM TO BE INSTALLED BY Crosby Living Const.
9. TYPE OF WATER SUPPLY: (CIRCLE ONE) WELL SPRING MUNICIPAL OTHER
10. TYPE OF SOILS TO A DEPTH OF 3 FEET Loam
11. SOILS PERCOLATION RATE 4 MINUTES/INCH
12. DEPTH TO SEASONAL HIGH GROUNDWATER 50 ft FT. DEPTH TO IMPERMEABLE SOILS 20 FT.
13. IS THIS PROPERTY IN, OR WITHIN 100 FEET OF A FLOODPLAIN?      YES      NO
14. **VERIFY BY LANDOWNER SIGNATURE** THAT THE DRAINFIELD WILL BE 100 FEET AWAY FROM THE ACTUAL OR PROPOSED WELL, ALL WATERCOURSES (NATURAL OR MANMADE), LOW AREAS WHERE PONDING MAY OCCUR AND THE 100 YEAR FLOODPLAIN. Damon Navarro By Request William Gulinko
15. WHAT IS THE SLOPE OF THE GROUND IN THE DRAINFIELD AREA? 2 %
16. ARE SANITARY RESTRICTIONS IMPOSED ON THIS PROPERTY?      YES      NO
17. IS THIS PROPERTY PART OF A SUBDIVISION OF LAND, OR OCCASIONAL SALE?      YES      NO
18. SIZE OF PARCEL IN ACRES 20.53
19. IF LESS THAN 20 ACRES, IS THE DEQ APPROVAL STATEMENT ATTACHED?      YES      NO

## 20. LAYOUT DETAILS

Tank Size: 1,000 1,500 2,000 gallons Material: Concrete X Other     

Tank to Foundation: 40 feet Trench to property line: 100 feet

## 21. TRENCH DIMENSIONS:

Gravel above pipe 2 inches Gravel below pipe 6 inches Depth to Perf. Pipe 24 inches

Depth to bottom of trench 30 inches Trench width 24 Yards of washed gravel 20

22. MINIMUM DRAINFIELD REQUIREMENTS 130 Square Feet/Bedroom Lineal Feet/Bedroom 65
- Total Lineal Feet 260

## 23. WATER SUPPLY

This Property: Distance to septic tank 80 Distance to drainfield 100 ft

Adjacent Property: Distance to septic tank      Distance to drainfield     

24. ON A SEPARATE PIECE OF PAPER DIAGRAM THE PROPOSED SYSTEM SHOWING THE LOCATION AND DISTANCES BETWEEN:

THE PROPOSED SEWAGE SYSTEM, THE HOUSE, ROADS, YOUR WELL AND ADJACENT NEIGHBORS' WELLS SURFACE WATER, (SPRINGS, PONDS, LAKES, STREAMS, DITCHES, ETC.) SHOW THE LOCATION OF AN ALTERNATE DRAINFIELD, AND INDICATE - NORTH -. MAKE THIS DIAGRAM AS COMPLETE AS POSSIBLE.

25. The information given on this form is true to the best of my knowledge and I understand that if any application information is found to be untrue, my application and permit will be invalid. I also understand that the permit fee may not be refundable. I further understand that inspection and approval of this treatment system does not constitute assumption by the Department or its representatives of liability for the failure of the system. I, as property owner, shall be responsible for the proper maintenance of the system and for abatement of any nuisance arising from its failure. By my signature below, I am stating that I understand that my septic system must be installed in a DEQ or Departmental Approved area.

By initialing this statement I request a gravelless system and understand there is not adequate information to support their effectiveness at this time     

**NOTE:** THIS PERMIT EXPIRES THREE (3) MONTHS AFTER THE DATE OF APPROVAL. IF THE SYSTEM IS NOT INSTALLED WITHIN THIS PERIOD, THIS PERMIT IS VOID AND IF THE INSTALLATION IS STILL DESIRED, ANOTHER PERMIT APPLICATION AND FEE IS REQUIRED.

SIGNATURE OF PROPERTY OWNER Damon Navarro SIGNATURE OF LICENSED INSTALLER William D Gulinko

## OFFICIAL USE ONLY

## PERMIT APPLICATION

Date Received 8/24/05 Fee Paid 200.00 Approved to install Denied      Reviewed By RC

## ON-SITE SEWAGE TREATMENT SYSTEM PERMIT

Approved 8/24/05 Denied      Inspected RC Licensed Installer Signature William D Gulinko

K. H.

**DECLARATION OF PROTECTIVE COVENANTS  
AND RIGHT OF FIRST REFUSAL**

\*\*\*\*\*

THIS AGREEMENT, Made and entered into this 23 day of JANUARY, 2002, by and between ANTHONY R. EATON and LAUREN H. EATON, TRUSTEES OF THE ANTHONY R. EATON AND LAUREN H. EATON TRUST, DATED MARCH 31, 1999, of 300 Loma Metisse, Malibu, CA 90265, hereinafter called "Eatons;" and

WILLIAM T. MALANCZUK and DORENE G. MALANCZUK, TRUSTEES OF THE MALANCZUK TRUST, U/A DTD JUNE 5, 1989, of 2320 Country Drive, Gilroy, CA 95020, hereinafter called "Malanczuks;"

RECITALS:

- 674-62-10001
- A. Eatons own the following property in Park County, Montana:  
Lot 5, COS #1590, hereinafter "Lot 5"; and  
Lot 6, COS # 1714, hereinafter "Lot 6."
  - B. Malanczuks are owners of the following property in Park County, Montana:  
Lot 4, COS # 1714, hereinafter "Lot 4"
  - C. Malanczuks purchased Lot 4, COS 1714, from Eatons.
  - D. In consideration of the sale of the property by Eatons to Malanczuks, Malanczuks are willing to grant a Right of First Refusal to Eatons to purchase that portion of Lot 4, COS 1714, designated "Subject to Right of Refusal," as shown on Exhibit "A", upon certain terms and conditions.

E. The parties desire to subject that portion of Lot 4, COS 1714, designated "No Build Area," as shown on Exhibit "A", to a restrictive covenant prohibiting the building of structures.

NOW, THEREFORE, the parties hereto agree, as follows:

1. Restrictive Covenant. The parties aforesaid hereby declare that Lot 4, COS 1714, is held and shall be conveyed subject to the following covenant:

(a) No structures shall be erected within that portion of Lot 4 designated as a "No Build Area," as shown on Exhibit "A" attached hereto and by this reference incorporated herein. Nothing in this covenant, however, shall be construed to prevent the installation of a well or septic system within the "No Build Area," or the construction of fences or corrals.

2. Duration of Restrictive Covenant. Except as provided herein, the restrictive covenant set forth in paragraph 1 hereinabove shall run with the land and continue for Twenty-five (25) years from the date hereof.

3. Amendment. The foregoing restriction can be modified or eliminated at any time by a written document executed by the owners of Lots 4, 5 and 6.

4. Enforcement. The owners of Lots 4, 5, and 6, including the Declarants if they are owners of any part or portion of said property, may enforce the restriction herein set forth by a proceeding at law or in equity against any person or persons violating or attempting to violate any of the said restrictions and limitations, either to recover damages for such violation, or to restrain such violation or attempted violation. If court proceedings are instituted in connection with the rights of enforcement and remedies provided in this declaration, the prevailing party



shall be entitled to recover their costs and expenses in connection therewith, including reasonable attorney's fees.

5. Right of First Refusal. If Malanczuks elect to sell all or any portion of Lot 4, COS 1714 designated on the attached Exhibit "A" as "Subject to Right of Refusal," separately from the remainder of Lot 4, COS 1714, hereinafter referred to as the "parcel," then Eatons shall have the Right of First Refusal to purchase the said parcel from Malanczuks upon the same terms and conditions as Malanczuks may elect to sell the parcel to third persons. If Malanczuks receive a bona fide offer from a third party to purchase the parcel which Malanczuks are prepared to accept, Malanczuks shall give to Eatons written notice of this offer and will send Eatons a copy of the proposed contract of sale to such third party, and Eatons shall thereafter have Seven (7) days to elect to purchase the said parcel upon the same terms and conditions as the same are being offered to third persons. If Eatons fail to give notice of their election to purchase the said parcel within the time herein specified, Malanczuks shall be at liberty to enter into a contract for the sale of the parcel with the third party at the same price and on the same terms as contained in the proposed contract for sale sent to Eatons.

6. Notices. Any notice or other communications required or permitted by this contract or by laws to be served on or given to either party by the other party shall be in writing, and shall be deemed duly served and given when personally delivered to any member of the party to whom it is directed. In lieu of personal service, the notice may be sent by certified mail, return receipt requested, postage prepaid, addressed to the parties at the following addresses, and will be effective upon three (3) days after being deposited into the United States mails:

EATONS:

ANTHONY R. EATON AND LAUREN H. EATON,  
TRUSTEES OF THE ANTHONY R. EATON AND  
LAUREN H. EATON TRUST, DTD MARCH 31, 1999  
300 Loma Metisse  
Malibu, CA 90265

-and-

ANTHONY R. EATON AND LAUREN H. EATON,  
TRUSTEES OF THE ANTHONY R. EATON AND  
LAUREN H. EATON TRUST, DTD MARCH 31, 1999  
34 Suce Creek Trailhead Road  
Livingston, MT 59047

MALANCZUKS:

WILLIAM T. MALANCZUK AND DORENE G.  
MALANCZUK, TRUSTEES OF THE MALANCZUK  
TRUST, U/A DATED JUNE 5, 1989  
2320 Country Drive  
Gilroy, CA 95020

Either party may change their addresses for the purpose of this paragraph by giving written notice of the change to the other party in the manner provided in this paragraph.

7. Term of Right of First Refusal. The Right of First Refusal provided in paragraph 5 hereof shall expire Twenty-five (25) years after the date of this Agreement and shall thereafter be of no further force or effect.

8. Cancellation of Prior Document. That certain document entitled "Declaration of Protective Covenants and Right of First Refusal" dated April 7, 2000, recorded in Roll 147, Pages 629-636, between the Anthony R. Eaton and Lauren H. Eaton Trust, as Sellers; and the Malanczuk Trust, as Buyers, is hereby cancelled and declared to be of no further force and effect.

9. Binding Agreement. This Agreement shall be binding upon and inure to the benefit of the parties their successors and assigns.

IN WITNESS WHEREOF, The parties hereto have set their hands the day and year in  
this Agreement first above written.

ANTHONY R. EATON AND LAUREN H.  
EATON TRUST, DATED MARCH 31, 1999

By:   
ANTHONY R. EATON, TRUSTEE

By:   
LAUREN H. EATON, TRUSTEE

SELLERS

MALANCZUK TRUST, U/A DATED  
JUNE 5, 1989

By:   
WILLIAM T. MALANCZUK, TRUSTEE

By:   
DORENE G. MALANCZUK, TRUSTEE

BUYERS

STATE OF Montana )  
 County of Park ) : ss.

On this 29 day of January, 2002, before me, the undersigned, personally appeared ANTHONY R. EATON and LAUREN H. EATON, known to me to be the persons whose names are subscribed to the within instrument as Trustees of the Anthony R. Eaton and Lauren H. Eaton Trust, Dated March 31, 1999, and acknowledged to me that they executed the same as such Trustees.

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



[Signature]  
 NOTARY PUBLIC for the State of CA  
 Residing at Livingston  
 My Commission expires: 9-19-2004

STATE OF CALIFORNIA )  
 County of Santa Clara ) : ss.

On this 23 day of January, 2002, before me, the undersigned, personally appeared WILLIAM T. MALANCZUK and DORENE G. MALANCZUK, known to me to be the persons whose names are subscribed to the within instrument as Trustees of The Malanczuk Trust, U/A Dated June 5, 1989, and acknowledged to me that they executed the same as such Trustees.

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

(SEAL)

See attached  
 NOTARY PUBLIC for the State of \_\_\_\_\_  
 Residing at \_\_\_\_\_  
 My Commission expires: \_\_\_\_\_

DECLARATION OF RESTRICTIVE COVENANTS

WHEREAS, PETER A. BERNTHAL and JANET M. BERNTHAL, husband and wife, are the owners of a certain tract of land described as follows:

Lot 6 of Certificate of Survey No. 1165, located in the NW 1/4, NE1/4 and the W1/2SE1/4 of Section 19, and the W1/2NW1/4 of Section 20, Township 3 South, Range 10 East, M.P.M., Park County, Montana, according to the official or plat on file and of record in the office of the County Clerk and Recorder, Park County, Montana.

WHEREAS, The said Peter A. Bernthal and Janet M. Bernthal are expecting to sell the lot and desire to subject the land and the purchasers thereof to certain restrictions, conditions, and covenants for the purpose of maintaining the value and atmosphere desired for the subdivision,

NOW, THEREFORE, PETER A. BERNTHAL and JANET M. BERNTHAL hereby declare that the lot described above is held and shall be conveyed subject to the following restrictions, conditions, and covenants:

1. Use of lot. The lot shall be used solely for agricultural or single-family residential purposes. No business activity shall be conducted on the premises, except that cottage industry or a home office shall be permitted, provided that such does not generate retail trade or increased traffic upon the premises.

2. No further subdivision. The lot shall not be further subdivided.

3. Structures. The lot may contain only one single-family residence, garage, barn, and attendant outbuildings, and a guest

Security title 95-654



house not used for permanent residence.

KOL 110 PAGE 756

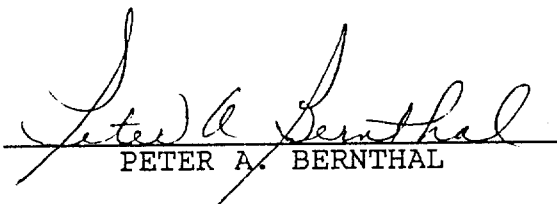
4. No trailers or mobile homes. Tents, trailers, motor homes, recreational vehicles, mobile homes (regardless of whether or not such mobile home has been placed upon a permanent foundation), or modular homes shall not be used as a dwelling on the lot, either temporarily or permanently.

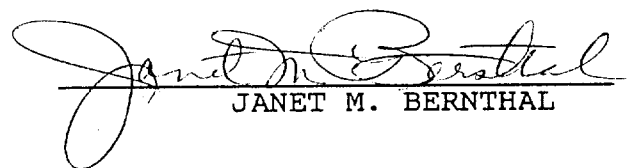
5. Survivor clause. Invalidation of any one of these restrictions, conditions or covenants, whether by judgement or court order, shall not affect any of the remaining provisions, which shall remain in full force and effect.

6. Duration of restrictions, conditions and covenants. All restrictions, conditions and covenants herein shall run with the land and continue as such for Twenty (20) years from date hereof. They shall be extended from that time for successive periods of Twenty (20) years, unless the owner of Lot 6, Certificate of Survey No. 1165, and the owner of Lot 8, Certificate of Survey No. 204, agree to alter, modify or eliminate any or all of these restrictions.

7. Binding effect. The provisions hereof shall bind, inure to the benefit of, and be enforceable at law or in equity by the owners of Lot 8, Certificate of Survey No. 204. Failure of the owners of Lot 8, COS 204, to enforce any or all of the restrictions, conditions and covenants herein contained shall in no event be deemed a waiver of the right to do so thereafter.

DATED This 12 day of September, 1995.

  
PETER A. BERNTHAL

  
JANET M. BERNTHAL

STATE OF MONTANA

County of Park

)  
:  
) SS.

On this 12 day of September, 1995, before me, the undersigned, personally appeared PETER A. BERNTHAL and JANET M. BERNTHAL, husband and wife, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to be that they executed the same.

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



Denise L. Myrskog  
NOTARY PUBLIC for the State of MT  
Residing at Livingston, MT  
My Commission expires: 4-10-96

State of Montana }  
County of Park } 88  
Filed for record this 13 day of September, A.D. 1995, at 4:22  
o'clock P M. Recorded in Roll 110, Pages 755-757  
By Denise Nelson Deputy  
County Clerk & Recorder **248653**  
Recording Fee \$ 18- Document No. 248653 Return to Security Title  
Livingston, MT

6-6

## WARRANTY DEED

For Value Received, FOUR SEASONS DEVELOPMENT, a Joint Venture of  
Livingston, Montana,

the grantor, does hereby grant, bargain, sell, convey and confirm unto  
PETER A. BERNTHAL and JANET M. BERNTHAL, husband and wife, of Livingston,  
Montana, as joint tenants with rights of survivorship, and not as tenants  
in common, of P.O. Box 1338, Livingston, MT 59047.  
the grantees, the following described premises, in \_\_\_\_\_ Park \_\_\_\_\_ County, Montana,  
to wit:

Described in Exhibit "A", attached as a part of this Warranty Deed.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantees,  
and the survivor's heirs and assigns forever, And the said Grantor does hereby covenant to and  
with the said Grantees, that it is the owner in fee simple of said premises; that they are free  
from all incumbrances

and that it will warrant and defend the same from all lawful claims whatsoever.

Dated: This 20<sup>th</sup> day of JANUARY, 1982.

FOUR SEASONS DEVELOPMENT

By

Joint Venturer

By

Joint Venturer

STATE OF MONTANA, COUNTY OF Park  
On this \_\_\_\_\_ day of \_\_\_\_\_, 1982.  
before me, a notary public in and for said State, personally  
appeared \_\_\_\_\_  
\_\_\_\_\_

known to me to be the Joint Venturer of  
of FOUR SEASONS DEVELOPMENT, a  
Joint Venture  
whose names are  
in the within instrument, and acknowledged to  
me that they executed the same.

Notary Public for the State of Montana  
Residing at Livingston, Montana  
My commission expires 7/20/83

STATE OF MONTANA, COUNTY OF

I hereby certify that this instrument was filed for record at  
the request of

this \_\_\_\_\_ minutes past \_\_\_\_\_ o'clock \_\_\_\_\_  
\_\_\_\_\_ day of \_\_\_\_\_  
19 \_\_\_\_\_, in my office, and duly recorded in Book  
of Deeds at page \_\_\_\_\_

County Clerk and Recorder

By

Deputy.

Fees \$

Mall to:

EXHIBIT "A"

A tract of land located in Section Nineteen (19) and Twenty (20), Township Three (3) South, Range (10) East, M.P.M., described in Certificate of Survey No. 204, as lot six (6) containing 23.815 acres, on file and of record in the office of the Clerk and Recorder of Park County, Montana.

Together with all easements of record, one-half ( $\frac{1}{2}$ ) of the minerals, gas, oil, other hydrocarbons and geothermal rights now held by the grantor and twenty (20) miners inches of the waters of Suze Creek filed for on August 30, 1902 by T.O. Carter and Eugene Carter as decreed in Cause No. 6130.

Subject to:

Restrictions imposed by Certificate of Subdivision Plat approval or other sanitary restrictions imposed by the State of Montana and Park County.

The following protective covenants and restrictions:

- (1) Any residence constructed on the property shall incorporate materials compatible and in harmony with the natural features, including but not limited to wood, brick, logs or rock. No metal buildings, metal roofs, tar paper siding or asbestos material siding may be used.
- (2) No mobile homes are allowed on the property or any trailer used for storage or for permanent living quarters. Any additional construction must be at least fifty feet (50') from any property boundary line.
- (3) Any home on the property shall be a single family dwelling. No multiple dwellings are allowed and no commercial uses are permitted.
- (4) The property shall not be divided into additional tracts of less than five (5) acres, except tracts released for mortgage purposes.
- (5) No lights shall be emitted from the property which are unreasonably bright or cause unreasonable glare.
- (6) No junk, debris or vehicles not in operating condition shall be kept or stored on the property.
- (7) No swine shall be kept on the property.
- (8) All fences shall be constructed of woven wire, five strands of barb wire, chain link or of wood and not over five feet (5') high.
- (9) All utility lines shall be installed underground.
- (10) Dogs owned by grantees shall be confined to the property.
- (11) These restrictions shall continue in force for fifty (50) years from the date of execution of this deed, or the maximum term allowed by law, whichever is less.

Easements of record and easements apparent by visual inspection.

Exceptions and reservations contained in any patent, and prior statutory grants not disclosed by patent.

Any zoning imposed by the State of Montana or the County of Park.

Minerals, and gas, coal, oil or other hydrocarbons reserved by the grantor's predecessors in interest.

All real estate taxes, and other levies and assessments imposed by any taxing authority after 1/20/1982, 1982.

322527 Fee: \$12.00 Roll 214 PG 003-004  
 PARK COUNTY Recorded 01/06/2005 At 10:41 AM  
 Denise Nelson, Clerk & Recorder By DN  
 Return to: HUPPERT & SWINDLEHURST P.O. BOX 523  
 LIVINGSTON, MT 59047

REALTY TRANSFER RECEIVED

C/S 204

# WARRANTY DEED

For Value Received, FOUR SEASONS DEVELOPMENT, a joint Venture, of Livingston, Montana,

the grantor , does hereby grant, bargain, sell, convey and confirm unto E. ROBB SYKES and HAZEL ANN SYKES, husband and wife, of Salt Lake City, Utah, as joint tenants with rights of survivorship, and not as tenants in common.

the grantees, the following described premises, in Park County, Montana, to wit: Described in Exhibit "A", attached as a part of this deed.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantees , and the survivor's heirs and assigns forever, And the said Grantor does hereby covenant to and with the said Grantees , that it is the owner in fee simple of said premises; that they are free from all incumbrances

and that it will warrant and defend the same from all lawful claims whatsoever.

Dated: This 29th day of August, 1979.

FOUR SEASONS DEVELOPMENT

By *David E. Reuterwall*  
Joint Venturer

By *Ed R. Zick*  
Joint Venturer

STATE OF MONTANA, COUNTY OF PARK

On this 29th day of August, 1979, before me, a Notary Public in and for said State, personally appeared *David E. Reuterwall and Ed R. Zick*

known to me to be the Venturers of FOUR SEASONS DEVELOPMENT, a joint Venture,

whose names are subscribed to the within instrument, and acknowledged to me that they executed the same. and acknowledged to me that such Joint Venture executed the same.

Notary Public for the State of Montana

Residing at Livingston, Montana  
My commission expires 4-16, 1982.

STATE OF MONTANA, COUNTY OF

I hereby certify that this instrument was filed for record at the request of

at minutes past o'clock PM, this day of 1979, in my office, and duly recorded in Book of Deeds at page

County Clerk and Recorder

By Deputy.

Form #  
Mail to:

EXHIBIT 1604

A tract of land located in Section Twenty (20) and Twenty-one (21), Township Three (3) South, Range Ten (10) East, M.P.M., described in Certificate of Survey No. 294, as for four, containing 21.702 acres, on file and of record in the office of the Clerk and Recorder of Park County, Montana.

Together with all easements of record, mineral, gas, oil, other hydrocarbons and geothermal rights now held by the Grantor, and Twenty inches of the waters of Suez Creek filed for on April 6, 1882, by T. O. Carter and Eugene Carter and decreed in Cause No. 6130.

Subject to:

Restrictions imposed by Certificate of Subdivision Plat approval or other sanitary restrictions imposed by the State of Montana and Park County.

The following protective covenants and restrictions:

(1) Any residence constructed on the property shall incorporate materials compatible and in harmony with the natural features, including but not limited to wood, brick, logs or rock. No metal buildings, metal roofs, tar paper siding or asbestos material siding may be used.

(2) No mobile homes are allowed on the property or any trailer used or storage or permanent living quarters. Any additional construction must be at least Fifty feet (50') from any property boundary line.

(3) Any home on the property shall be a single family dwelling. No multiple dwellings are allowed and no commercial uses are permitted.

(4) The property shall not be divided into additional tracts of less than Five (5) acres.

(5) No lights shall be emitted from the property which are unreasonably bright or cause unreasonable glare.

(6) No junk, debris, or vehicles not in operating condition shall be kept or stored on the property.

(7) No swine shall be kept on the property.

(8) All fences shall be constructed of woven wire, five strands of barb wire, chain link or of wood and not over Five feet (5') high.

(9) All utility lines shall be installed underground.

(10) Dogs owned by grantees shall be confined to the property.

(11) These restrictions shall continue in force for Fifty (50) years from the date of execution of this deed, or the maximum term allowed by law, whichever is less.

Easements of record and easements apparent by visual inspection.

Exceptions and reservations contained in any patent, and prior statutory grants not disclosed by patent.

Any zoning imposed by the State of Montana or the County of Park.

Minerals, and gas, coal, oil or other hydrocarbons reserved by the grantor's predecessors in interest.

All real estate taxes, and other levies and assessments imposed by any taxing authority after September 1, 1979.

Any increase of taxes and assessments, if any, imposed by change of use.

County of Park

Filed for record this 20<sup>th</sup> day of October, A.D. 1983, at 2:08 p.m. Recorded in Roll 44 & page 1603-1604

Margaret D. M. County Clerk & Recorder

B. J. Deputy

Recording Fee \$5.00 Document No. 177516

Return to First Security Bank

REALTY TRANSFER RECEIVED

- shows water right forms sent to buyer

Box 666 Livingston, Mt.

8/5 204



EX-113 33 JUL 769

FILED

JUL 1980

LCU / LEXISCH, JR. CLERK  
Judy A. Bishop  
Clerk

IN THE UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF MONTANA

UNITED STATES OF AMERICA.	)	
	)	
Plaintiff,	)	Civil No. CV-80-63-BU
	)	
v.	)	DECLARATION OF TAKING
	)	
2.727 ACRES OF LAND, MORE OR LESS,	)	
SITUATED IN PARK COUNTY, STATE OF	)	
MONTANA, and FOUR SEASONS DEVELOP-	)	
MENT COMPANY, ET AL.	)	
	)	
Defendants.	)	

To the Honorable, the United States District Court:

I, Bob Bergland, Secretary of Agriculture of the United States,  
do hereby declare that:

1. (a) The land hereinafter described is taken under and in accordance with the Act of Congress approved August 1, 1888 (25 Stat. 357; 40 U.S.C. 257), the Act of October 21, 1976 (90 Stat. 2743; 43 U.S.C. 1715), the Act of February 26, 1931 (46 Stat. 1421; 40 U.S.C. 258a), the Act of August 27, 1958 (72 Stat. 885; 23 U.S.C. 101, 203, 205), and acts supplementary thereto and amendatory thereof, which authorized the acquisition of rights of way for road purposes; and the Department of the Interior and Related Agencies Appropriation Act of November 27, 1979 (93 Stat. 954, P.L. 96-126), which act appropriated funds for such purposes.

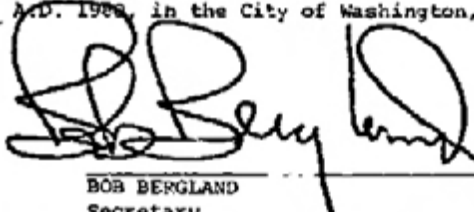
(b) The public uses for which said land is taken are for the construction, improvement, maintenance, and permanent use of a forest development road and for other uses incident thereto. The said land has been selected by me for acquisition by the United States for use in connection with the Gallatin National Forest and for such other uses as may be authorized by Congress or by Executive Order.

2. A general description of the land being taken is set forth in Schedule A attached hereto and made a part hereof and is a description of the same land described in the Complaint in the above entitled cause.

3. A plat showing the land taken is annexed hereto as Schedule B and made a part hereof.

4. The sum estimated by me as just compensation for said land is \$1.00, which sum I cause to be deposited herewith into the registry of the court.

In witness whereof the United States of America by its Secretary of Agriculture, thereunto authorized, has caused this Declaration to be signed in its name by said Bob Bergland, Secretary of Agriculture, this 15<sup>th</sup> day of July, A.D. 1940, in the City of Washington, District of Columbia.

  
BOB BERGLAND  
Secretary

United States of America ) ss.  
District of Montana

I, the undersigned, clerk of the United States District Court for the District of Montana, do hereby certify that the annexed and foregoing is a true and full copy of an original document on file in my office as such Clerk.

Witness my hand and Seal of said Court this 30<sup>th</sup> day of July, 1940

LOU ALEXANDER, Clerk

By Judith E. Bergland Deputy Clerk

# SCHEDULE A

## Estate to be Acquired

The estate hereby taken for public use is (a) a perpetual exclusive easement to construct, reconstruct, improve, use, control and maintain a road for all lawful purposes by the United States of America and its assigns, including contractors, licensees, permittees and easement grantees, and (b) the title to all timber now or hereafter growing on the lands within the easement, together with the right to clear the easement of the timber and to keep the same clear and to dispose of such timber by sale or other means for the use and benefit of the United States, subject to:

1. The right of the servient landowners to use the road, or any segment thereof, subject only to:
  - (a) Compliance with traffic control regulations and rules as provided in 36 CFR 261.12, and
  - (b) The bearing of road maintenance costs proportionate to use as provided in 36 CFR 212.7(d).
2. The right of adjacent landowners to cross and recross the easement and road at any place by any reasonable means and for any purpose in such manner as will not unreasonably interfere with use of the road by the United States, its authorized users and assigns.
3. The condition that in the event any road, or segment thereof, ceases to be used for a period of 5 years, unless during such period the road or segment thereof is preserved for future use, or the need therefor ceases because of road relocation, the easement traversed thereby shall cease and determine, and the title to any timber then standing thereon shall revert to the landowner.

## EASEMENT DESCRIPTION

The real property to be acquired by this taking is a perpetual easement and road right-of-way for an existing road and a short segment of nonexistent road to be constructed and known as Suce Creek Road No. 201, 60 feet in width, over and across the hereinafter stated lands in the County of Park, State of Montana; said easement being more fully described on Schedule B containing 2.727 acres and 0.37 mile in length.

The boundary lines of said easement shall be prolonged or shortened to begin and end on and conform to the landowners' property line.

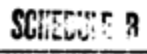
SCHEDULE A

Claude R. Erickson, et al

Beginning at a point on the Park County Road in the NE<sup>1</sup>/<sub>4</sub>NE<sup>1</sup>/<sub>4</sub> section 19, T. 3 S., R. 10 E., P.M.M., said point being S. 31°05'50" W. (calculated), 874.03 feet (calculated) from the section corner common to sections 17, 18, 19, and 20, T. 3 S., R. 10 E., P.M.M.; thence along the line S. 22°58'51" E., 30 feet to the true point of beginning; thence 30 feet right and 30 feet left along a line as hereafter described between lot 4 and lots 5, 6, 7, and 8 of Certificate of Survey No. 204 filed in the Office of the Clerk and Recorder, County of Park, State of Montana, on April 25, 1977, as follows:

Beginning at the true point of beginning hereinbefore described; thence 30 feet right and 30 feet left along the line S. 22°58'51" E., 20 feet distance; thence 30 feet right and 30 feet left along the line of a 54°22'42" curve to the left 164.34 feet distance; thence 30 feet right and 30 feet left along the line S. 77°21'33" E., 634.19 feet distance; thence 30 feet right and 30 feet left along the line of a 49°35'52" curve to the left 309.13 feet distance; thence 30 feet right and 30 feet left along a line N. 53°02'35" E., 170.28 feet distance; thence 30 feet right and 30 feet left along the line of a 55°07'48" curve to the right 100.33 feet distance; thence 30 feet right and 30 feet left along the line of a 55°07'48" curve to the left 100.33 feet distance; thence 30 feet right and 30 feet left along a line N. 53°02'35" E., 411.23 feet distance; thence 30 feet right and 30 feet left along the line of a 10°39'55" curve to the right 49.86 feet distance; thence 30 feet right and 30 feet left along a line N. 63°42'30" E., 19.97 feet distance to a point on the east line of the NW<sup>1</sup>/<sub>4</sub>NE<sup>1</sup>/<sub>4</sub> section 20, T. 3 S., R. 10 E., P.M.M., said point being S. 67°07'35" E. (calculated), 1,429.01 feet distance (calculated) from section corner common to sections 17, 18, 19, and 20, T. 3 S., R. 10 E., P.M.M.

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NEWARK Section 20  
T3S, R10E, PMM

Filed for record this 16<sup>th</sup> day of December A.D. 1880, at 3:24  
o'clock P.M. Received in full by J. H. B. B. B.  
*Proving*  
County of \_\_\_\_\_ State of \_\_\_\_\_  
Recording Fee \$10.00 Permitted No. 463404  
By *Kelly* in City  
Return to *Kelly* at *P.O.*

## RIGHT-OF-WAY EASEMENT

Location # \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, That the undersigned

PETER A. BERNTHAL & JANET M. BERNTHALFOUR SEASONS DEVELOPMENT, A JOINT VENTURE

for a good and valuable consideration, the receipt whereof is hereby acknowledged, does hereby grant unto Park Electric Cooperative, Inc., a corporation, whose post office address is Livingston, Montana, and to its successors or assigns, the right to enter upon the lands of the undersigned, situated in the County of Park, State of Montana, and more particularly described as follows: A twenty (20) foot corridor through a portion of Sections 19 and 20, T.35S., R.10E., M.P.M. more particularly described as Lots 6 & 7 of C.O.S. #204, on file and of record in the office of the Clerk and Recorder, Park County, Montana ADJACENT + PARALLEL TO USDA + COUNTY RD.

and to place, construct, operate, repair, maintain, relocate and replace thereon and in or upon all streets, roads or highways butting said lands an underground electric distribution line or system.

The undersigned agree that all facilities, including any main service entrance equipment, installed on the above described lands at the Cooperative's expense shall remain the property of the Cooperative, removable at the option of the Cooperative upon termination of service to or on said lands.

The undersigned covenants that he is the owner of the above described lands and that the said lands are free and clear of encumbrances and liens of whatsoever character except those held by the following persons:

It is further understood that, whenever necessary, words used in this instrument in the singular shall be construed to read in the plural and that words used in the masculine gender shall be construed to read in the feminine.

IN WITNESS WHEREOF, the undersigned has set his hand and seal this 28 day of October, 19 92.

(L.S.) Peter A. Bernthal (L.S.)

(L.S.) Janet M. Bernthal (L.S.)

STATE OF MONTANA  
COUNTY OF PARK

On this 28 day of October, 19 92 before me, a Notary Public in and for said County of Park, State of Montana, personally appeared JANET M. BERNTHAL AND PETER A. BERNTHAL known to me (or proved to me on oath of \_\_\_\_\_) to be the person (s) whose name (s) are subscribed to the within instrument, and acknowledged to me that he executed the same.

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

Douglas R. Wandy  
NOTARY PUBLIC FOR THE STATE OF Montana  
Residing at Livingston  
My commission expires 6/16/95

State of Montana }  
County of Park }

Filed for record this 5 day of November, A.D. 19 92, at 10:05

o'clock PM Recorded in Roll 21 Page 1148

NANCY NEWBORN

County Clerk & Recorder

By Nancy Newborn

Recording Fee \$ 6.00 Document No. 228934 Return to Park Electric

o/s 204



RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, That the undersigned

ANNE W. NAVARRO

for a good and valuable consideration, the receipt whereof is hereby acknowledged, does hereby grant unto Park Electric Cooperative, Inc., a corporation, whose post office address is Livingston, Montana, and to its successors or assigns, the right to enter upon the lands of the undersigned, situated in the County of Park, State of Montana, and more particularly described as follows: a twenty foot corridor through a portion of W $\frac{1}{2}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$  of Section 20 Township 3 South, Range 10 East P.M.M., Park County, Montana.

and to place, construct, operate, repair, maintain, relocate and replace thereon and in or upon all streets, roads or highways butting said lands an underground electric distribution line or system.

The undersigned agree that all facilities, including any main service entrance equipment, installed on the above described lands at the Cooperative's expense shall remain the property of the Cooperative, removable at the option of the Cooperative upon termination of service to or on said lands.

The undersigned covenants that he is the owner of the above described lands and that the said lands are free and clear of encumbrances and liens of whatsoever character except those held by the following persons:

It is further understood that, whenever necessary, words used in this instrument in the singular shall be construed to read in the plural and that words used in the masculine gender shall be construed to read in the feminine.

IN WITNESS WHEREOF, the undersigned has set his hand and seal this 13 day of April, 2005

(Signature) (L.S.)  
ANNE W. NAVARRO

On this 13 day of April, 2005, before me, a Notary Public in and for said County of Summit, State of Utah, personally appeared Anne W. Navarro known to me (or proved to me on oath of Duane Kinsey) to be the person(s) whose name(s) subscribed to the within instrument, and acknowledged to me that he executed the same.

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



(seal)  
NOTARY PUBLIC  
JOYCE V. SHANER  
150 Park Ave. #PO Box 1238  
Park City, Utah 84060  
Commission Expires  
October 18, 2006  
STATE OF UTAH

(Signature)  
Joyce V Shaner  
(print name)  
Notary Public for the State of Utah  
Residing at Summit Co Utah  
My commission expires 10-18-2006

325397 Fee: \$ 6.00 Roll 217 Pg 1756

PARK COUNTY Recorded 05/03/2005 At 10:18 AM  
Denise Nelson, CLK & Rcd By 716  
Return to: PARK ELECTRIC PO BOX 1119  
LIVINGSTON, MT 59047

215 #1714

117-001

DECLARATION OF PROTECTIVE COVENANTS  
AND RIGHT OF FIRST REFUSAL

\*\*\*\*\*

THIS AGREEMENT, Made and entered into this 1<sup>st</sup> day of April, 2000, by and between ANTHONY R. EATON and LAUREN H. EATON, TRUSTEES OF THE ANTHONY R. EATON AND LAUREN H. EATON TRUST, DATED MARCH 31, 1999, of 300 Loma Metisse, Malibu, CA 90265, hereinafter called "Sellers;" and

WILLIAM T. MALANCZUK and DORENE G. MALANCZUK, TRUSTEES OF THE MALANCZUK TRUST, U/A DTD JUNE 5, 1989, of 2320 Country Drive, Gilroy, CA 95020, hereinafter called "Buyers;"

RECITALS:

- A. Sellers owns the following property in Park County, Montana:  
Lot 4, COS #1590, hereinafter "Lot 4";  
Lot 5, COS #1590, hereinafter "Lot 5"; and  
Lot 6, COS #1590, hereinafter "Lot 6."
- B. Buyers are purchasing Lot 4 from Sellers.
- C. In consideration of the purchase of Lot 4 by Buyers, Sellers are willing to grant a Right of First Refusal to Buyers to purchase that portion of Lot 6 lying northerly of the centerline of the U.S. Forest Service road right-of-way upon certain terms and conditions.
- D. The parties desire to subject Lots 4 and 6 to a restrictive covenant prohibiting the building of structures on that portion of Lot 4 lying south of the existing house, and that portion of Lot 6 lying northerly of the centerline of the U.S. Forest Service road right-of-way.

NOW, THEREFORE, the parties hereto agree, as follows:

1. Restrictive Covenants. The parties aforesaid hereby declare that Lots 4 and 6 described above are held and shall be conveyed subject to the following covenants:

(a) No structures shall be erected within that portion of Lot 4 designated as a "No Build Area," as depicted on Exhibit "A" attached hereto and by this reference incorporated herein. Nothing in this covenant, however, shall be construed to prevent the installation of a well or septic system within the "No Build Area," or the construction of fences or corrals.

(b) Except as herein provided, no structures shall be erected within that portion of Lot 6 northerly of the centerline of the U.S. Forest Service road right-of-way acquired by the United States of America, Court Case No. CV-80-63-BU, recorded in Roll 33, Page 769. The portion of Lot 6 affected by this covenant is designated on Exhibit "A" hereto attached as a "No Build Area." Nothing in this covenant, however, shall be construed to prevent the installation of a well or septic system within the "No Build Area," or the construction of fences or corrals. The foregoing notwithstanding, a single-car garage may be built in the "No Build Area" in close proximity to the junction between the U.S. Forest Service road right-of-way and the County Road.

2. Duration of Restrictive Covenants. Except as provided herein, the restrictive covenants set forth in paragraph 1 hereinabove shall run with the land and continue for Twenty-five (25) years from the date hereof. The foregoing notwithstanding, the restrictive covenant set forth in paragraph 1(b) affecting that portion of Lot 6 lying northerly of the centerline of the U.S. Forest Service road right-of-way will terminate if Buyers fail to exercise the Right of First Refusal granted to them in paragraph 5 hereof.

3. Amendment. The foregoing restrictions can be modified or eliminated at any time by a written document executed by the owners of Lots 4, 5 and 6.

4. Enforcement. The owners of Lots 4, 5, and 6, including the Declarants if they are owners of any part or portion of said property, may enforce the restrictions herein set forth by a proceeding at law or in equity against any person or persons violating or attempting to violate any of the said restrictions and limitations, either to recover damages for such violation, or to restrain such violation or attempted violation. If court proceedings are instituted in connection with the rights of enforcement and remedies provided in this declaration, the prevailing party shall be entitled to recover their costs and expenses in connection therewith, including reasonable attorney's fees.

5. Right of First Refusal. For the period of Twenty-five (25) years from date hereof, if Sellers elect to sell that portion of Lot 6 northerly of the centerline of the U.S. Forest Service road right-of-way acquired by the United States of America, Court Case No. CV-80-63, III, recorded in Roll 33, Page 769, either as part of Lot 6 in its entirety, or as a separate tract, or as a separate tract combined with additional contiguous acreage, then Buyers shall have the Right of First Refusal to purchase from Sellers the tract upon the same terms and conditions as Sellers may elect to sell the tract to third persons. If Sellers receive a bona fide offer from a third party to purchase the tract, which Sellers are prepared to accept, Sellers shall give to Buyers written notice of this offer (including the terms of the offer and the name and address of the offeror), and Buyers shall thereafter have Three (3) days to elect to purchase the said tract upon the same terms and conditions as the same are being offered to third persons. If Buyers fail to give notice of their election to purchase the said tract within Three (3) days, as aforesaid, then

Sellers shall be free to sell the said tract to such third persons, free of Buyers' Right of First Refusal, and the restrictive covenant provided hereinabove in paragraph 1(b) shall terminate. The Right of First Refusal shall not apply to transfers between Anthony R. Eaton, Lauren H. Eaton, or members of their immediate family. If Sellers survey the portion of Lot 6 northerly of the centerline of the U.S. Forest Service Road right-of-way into a separate tract or into a separate tract combined with additional acreage, then the right of First Refusal shall automatically terminate as to the remaining portion of Lot 6 and apply only to such separate tract.

6. Notices. Any notice or other communications required or permitted by this contract or by laws to be served on or given to either party by the other party shall be in writing, and shall be deemed duly served and given when personally delivered to any member of the party to whom it is directed. In lieu of personal service, the notice may be sent by certified mail return receipt requested, postage prepaid, addressed to the parties at the following addresses, and will be effective upon three (3) days after being deposited into the United States mails:

**SELLERS:**

ANTHONY R. EATON AND LAUREN H. EATON,  
TRUSTEES OF THE ANTHONY R. EATON AND  
LAUREN H. EATON TRUST, DTD MARCH 31, 1999  
300 Loma Metisse  
Malibu, CA 90265  
-and-

ANTHONY R. EATON AND LAUREN H. EATON,  
TRUSTEES OF THE ANTHONY R. EATON AND  
LAUREN H. EATON TRUST, DTD MARCH 31, 1999  
34 Suce Creek Trailhead Road  
Livingston, MT 59047

**BUYERS:**

WILLIAM T. MALANCZUK AND DORENE G.  
MALANCZUK, TRUSTEES OF THE MALANCZUK  
TRUST, U/A DATED JUNE 5, 1989  
2320 Country Drive  
Gilroy, CA 95020

Either party may change their addresses for the purpose of this paragraph by giving written notice of the change to the other party in the manner provided in this paragraph.

7. Term of Right of First Refusal The Right of First Refusal provided in paragraph 5 hereof shall expire Twenty-five (25) years after the date of this Agreement and shall thereafter be of no further force or effect.

8. Binding Agreement This Agreement shall be binding upon and inure to the benefit of the parties their successors and assigns.

IN WITNESS WHEREOF, The parties hereto have set their hands the day and year of this Agreement first above written.

ANTHONY R. EATON AND LAUREN H. EATON TRUST, DATED MARCH 31, 1999

By: [Signature]  
ANTHONY R. EATON, TRUSTEE

By: [Signature]  
LAUREN H. EATON, TRUSTEE

SELLERS

MALANCZUK TRUST, L/A DATED JUNE 5, 1989

By: [Signature]  
WILLIAM F. MALANCZUK, TRUSTEE

By: [Signature]  
DORENE G. MALANCZUK, TRUSTEE

BUYERS

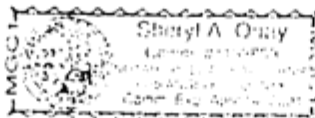


STATE OF CALIFORNIA

County of Los Angeles

On this 30 day of March, 2000, before me, the undersigned, personally appeared ANTHONY R. EATON and LAUREN H. EATON, known to me to be the persons whose names are subscribed to the within instrument as Trustees of the Anthony R. Eaton and Lauren H. Eaton Trust, Dated March 31, 1999, and acknowledged to me that they executed the same as such Trustees.

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



(SEAL)

Cheryl A. Ormy  
NOTARY PUBLIC for the State of CA  
Residing at 7223 Wilshire Blvd #1010  
My Commission expires: 4/1/01

STATE OF CALIFORNIA

County of Alameda

On this 6<sup>th</sup> day of February, 2000, before me, the undersigned, personally appeared WILLIAM T. MALANCZUK and DORENE G. MALANCZUK, known to me to be the persons whose names are subscribed to the within instrument as Trustees of The Malanczuk Trust, U/A Dated June 5, 1989, and acknowledged to me that they executed the same as such Trustees.

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

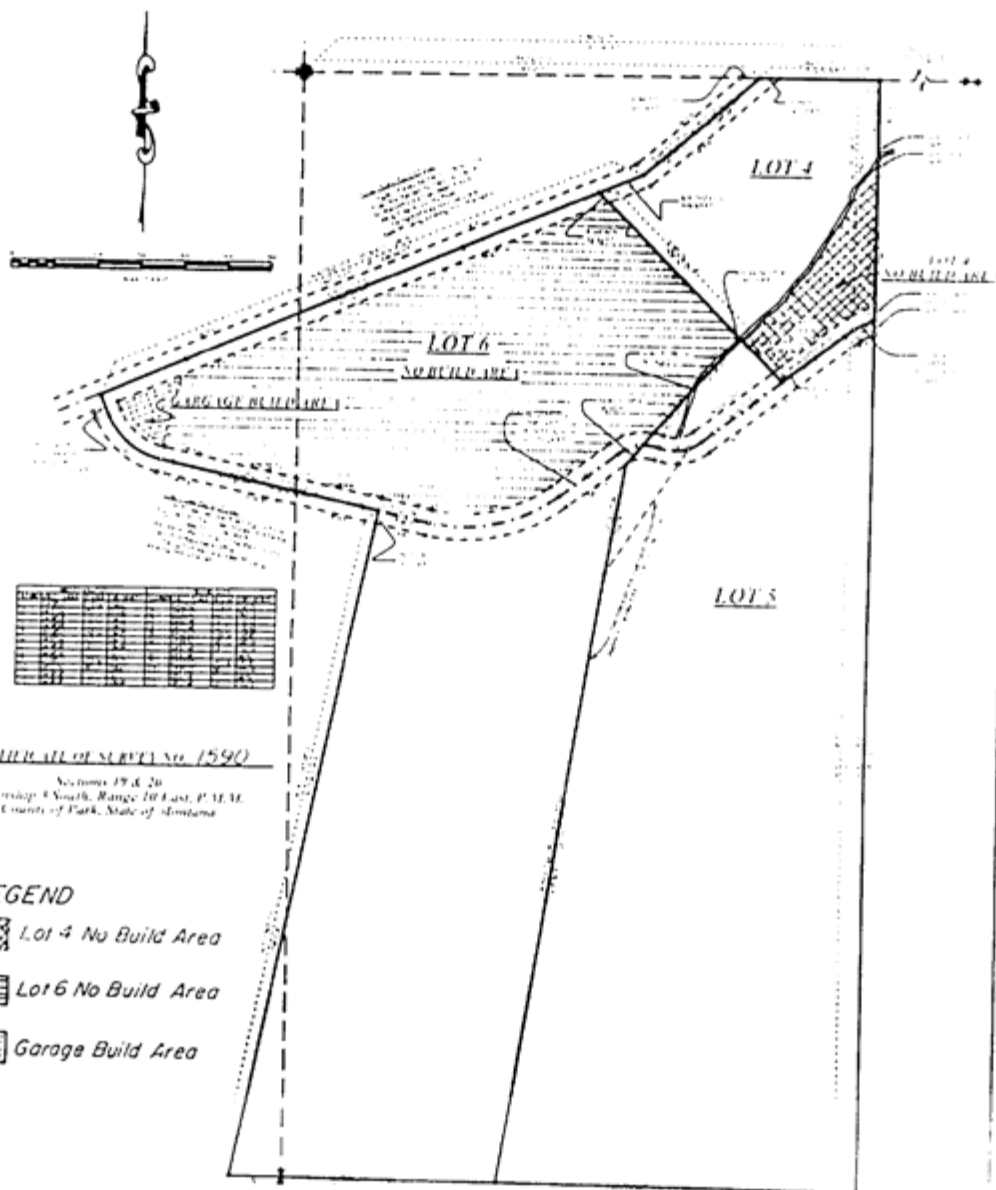


(SEAL)

Deborah Y. Serra  
NOTARY PUBLIC for the State of CA  
Residing at 8000 Santa Rita Road, Suite 100, Fremont 94520  
My Commission expires: Oct 6, 2000

# EXHIBIT A

147th 635



UNITED STATES SURVEY NO. 1590

Sections 19 & 20  
Township 8 South, Range 10 East, P. 11 M.  
County of Park, State of Montana

## LEGEND

- Lot 4 No Build Area
- Lot 6 No Build Area
- Garage Build Area

State of Montana } ss  
County of Park }  
I, Clerk of the County, do hereby certify that  
this is a true and correct copy of the  
original as the same appears in the  
County Clerk's Office.  
Witness my hand and the seal of the County of Park  
this 17th day of April, A.D. 2000.  
Denise Mahan, Clerk of the County of Park  
Recording Fee \$ 98.00 Document No. 282012 Return to  
CL 1570

CLERK OF THE COUNTY  
504 S. 10th St.  
BUTTE, MONTANA 59701

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of Santa Clara } ss.

On Jan. 23 2002, before me, Meghan Smith Notary Public

personally appeared William T. and Dorene G. Malanczuk

☐ personally known to me  
☒ proved to me on the basis of satisfactory evidence



to be the person(s) whose name(s) ~~is~~ are subscribed to the within instrument and acknowledged to me that ~~he~~ ~~she~~ they executed the same in ~~his~~ ~~her~~ their authorized capacity(ies), and that by ~~his~~ ~~her~~ their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Meghan Smith  
 Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: Declaration of Protective Covenants and Right of First Refusal

Document Date: Jan 23, 2002 Number of Pages: 7

Signer(s) Other Than Named Above: \_\_\_\_\_

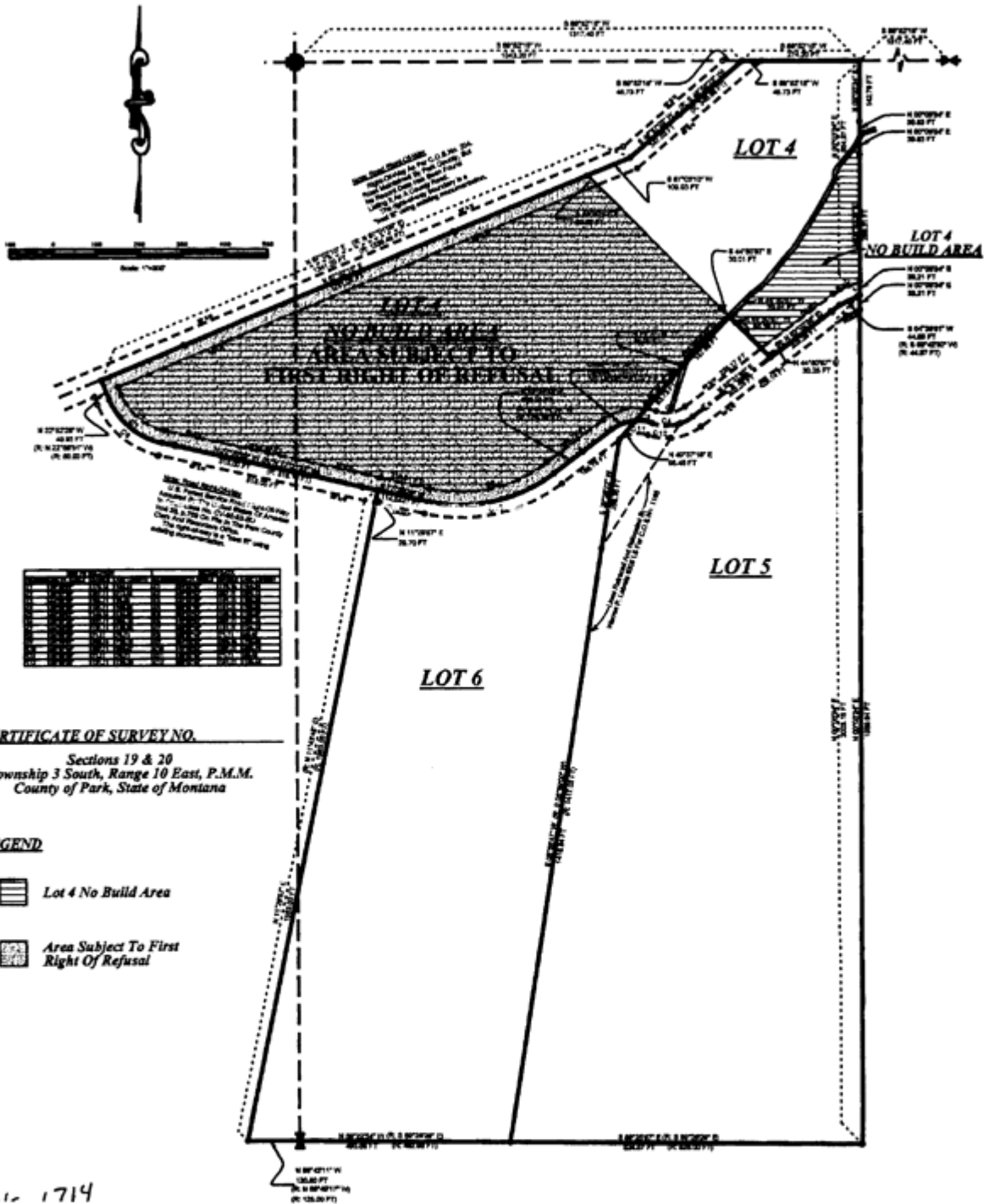
**Capacity(ies) Claimed by Signer**

- Signer's Name: \_\_\_\_\_
- ☐ Individual
  - ☐ Corporate Officer — Title(s): \_\_\_\_\_
  - ☐ Partner — ☐ Limited ☐ General
  - ☐ Attorney in Fact
  - ☐ Trustee
  - ☐ Guardian or Conservator
  - ☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

RIGHT THUMBPRINT OF SIGNER

Top of thumb here



1714



626

## WARRANTY DEED

For Value Received, FOUR SEASONS DEVELOPMENT, a Joint Venture of  
Livingston, Montana,

the grantor does hereby grant, bargain, sell, convey and confirm unto  
PETER A. BERNTHAL and JANET M. BERNTHAL, husband and wife, of Livingston,  
Montana, as joint tenants with rights of survivorship, and not as tenants  
in common, of P.O. Box 1338, Livingston, MT 59047  
the grantees, the following described premises, in Park County, Montana,  
to wit:

Described in Exhibit "A", attached as a part of this Warranty Deed.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantees,  
and the survivor's heirs and assigns forever, And the said Grantor does hereby covenant to and  
with the said Grantees, that it has is the owner in fee simple of said premises; that they are free  
from all incumbrances

and that it has will warrant and defend the same from all lawful claims whatsoever.

Dated: This 20<sup>th</sup> day of JANUARY, 1982.

FOUR SEASONS DEVELOPMENT

By

*David W. DePuy*  
Joint Venturer

By

*David W. DePuy*  
Joint Venturer

STATE OF MONTANA, COUNTY OF Park  
On this day of 1982,  
before me, a notary public in and for said State, personally  
appeared *David W. DePuy*

known to me to be the Joint Venturer  
of FOUR SEASONS DEVELOPMENT, a  
Joint Venturer  
whose name & are  
subscribed to the within instrument, and acknowledged to  
me that they executed the same.



Notary Public for the State of Montana

Residing at Livingston, Montana  
My commission expires 7/20/83

STATE OF MONTANA, COUNTY OF

I hereby certify that this instrument was filed for record at  
the request of

this minutes past o'clock m.  
10 day of  
in my office, and duly recorded in Book  
of Deeds at page

County Clerk and Recorder

By

Deputy.

Fees \$  
Mail to:

EXHIBIT "A"

A tract of land located in Section Nineteen (19) and Twenty (20), Township Three (3) South, Range (10) East, M.P.N., described in Certificate of Survey No. 204, as lot six (6) containing 23.815 acres, on file and of record in the office of the Clerk and Recorder of Park County, Montana.

Together with all easements of record, one-half (1/2) of the minerals, gas, oil, other hydrocarbons and geothermal rights now held by the grantor and twenty (20) miners inches of the waters of Suce Creek filed for on August 30, 1902 by T.D. Carter and Eugene Carter as decreed in Cause No. 6130.

Subject to:

Restrictions imposed by Certificate of Subdivision Plat approval or other sanitary restrictions imposed by the State of Montana and Park County.

The following protective covenants and restrictions:

- (1) Any residence constructed on the property shall incorporate materials compatible and in harmony with the natural features, including but not limited to wood, brick, logs or rock. No metal buildings, metal roofs, tar paper siding or asbestos material siding may be used.
- (2) No mobile homes are allowed on the property or any trailer used for storage or for permanent living quarters. Any additional construction must be at least fifty feet (50') from any property boundary line.
- (3) Any home on the property shall be a single family dwelling. No multiple dwellings are allowed and no commercial uses are permitted.
- (4) The property shall not be divided into additional tracts of less than five (5) acres, except tracts released for mortgage purposes.
- (5) No lights shall be emitted from the property which are unreasonably bright or cause unreasonable glare.
- (6) No junk, debris or vehicles not in operating condition shall be kept or stored on the property.
- (7) No swine shall be kept on the property.
- (8) All fences shall be constructed of woven wire, five strands of barb wire, chain link or of wood and not over five feet (5') high.
- (9) All utility lines shall be installed underground.
- (10) Dogs owned by grantees shall be confined to the property.
- (11) These restrictions shall continue in force for fifty (50) years from the date of execution of this deed, or the maximum term allowed by law, whichever is less.

Easements of record and easements apparent by visual inspection.

Exceptions and reservations contained in any patent, and prior statutory grants not disclosed by patent.

Any zoning imposed by the State of Montana or the County of Park.

Minerals, and gas, coal, oil or other hydrocarbons reserved by the grantor's predecessors in interest.

All real estate taxes, and other levies and assessments imposed by any taxing authority after 1/20/1982, 1982.

322527 Fee: \$ 12.00 Roll 214 PG 003-004  
 PARK COUNTY Recorded 01/06/2005 At 10:41 AM  
 Denise Nelson, Clk & Recd By OH  
 Return to: HUPPERT & SWINOLEHURST P.O. BOX 523  
 LIVINGSTON, MT 59047

REALTY TRANSFER RECEIVED

C/S 204

Park Electric Cooperative  
P.O. Box 1119  
Livingston, MT 59047

217ME1757

325398 Fee: \$ 12.00 Roll 217 PG 1757-58

PARK COUNTY Recorded 05/03/2005 At 10:19 AM

Denise Nelson, Ckr & Recd By DB

Return to: PARK ELECTRIC PO BOX 1119

LIVINGSTON, MT 59047

### CONTRACT FOR ELECTRICAL SERVICE

This agreement made this 8 of APRIL, 2005 between PARK ELECTRIC COOPERATIVE, INC., hereinafter called the Cooperative, and DAMON NAVARRO of P.O. BOX 3627 PARK CITY, UT 84060 hereinafter referred to as the Member.

#### WITNESSETH.

1. The Cooperative agrees to sell and deliver to the Member, and the Member agrees to purchase and pay for all of the electric power required by the Member and used on the premises described, and the Member agrees to pay therefore monthly, at the rates to be determined from time to time in accordance with the bylaws of the Cooperative, provided however, that the Cooperative may limit the amount of electric energy to be furnished for industrial uses. The Member will pay the minimum fee per month as computed according to the Cooperative's Policy and Rate Schedules.
2. The Member agrees to pay to the Cooperative a non-refundable membership fee of \$10.00 on the execution of this agreement. The Cooperative agrees to furnish a signed membership certificate to the Member as evidence of the Cooperative acceptance of this contract. Additional membership fees not required on additional services.
3. The Member will cause his premises to be wired and the wiring thereafter to be maintained in accordance with wiring specifications furnished by the Montana State Electrical Code.
4. The Member agrees to comply with and be bound by the provisions of the Articles of Incorporation and By-laws of the Cooperative and such rules and regulations as are adopted by the Cooperative from time to time.
5. The Member by paying a membership fee and becoming a member, assumes no personal liability or responsibility for any debts or liabilities of the Cooperative and it is expressly understood that under the law his private property cannot be attached for any such debts or liabilities.
6. The obligations of both parties will commence on the day when the Cooperative begins to supply electricity hereunder, or if the Cooperative is obliged to install any line to serve the Member, then on the date when the Cooperative is ready to make the service available and shall continue for a fixed term of 10 years. The commitment for minimum payments will expire \*\*.
7. It is understood and agreed between the parties that this contract cannot be terminated by the Member without payment to the Cooperative of all bills due for service delivered and of the minimum fee for the remainder of the term of this contract unless a breach of any of the conditions of this contract has been perpetrated by the Cooperative.
8. It is mutually agreed between both parties hereto that if payment for services is not properly made, the Cooperative shall place a notice of such delinquency in the first class mail at Livingston, Montana, stating that the bill is due and payable. After a period of five (5) days from the mailing of this notice, if payment has not been made by the Member, the service can be discontinued pending full payment of the due amount, any assessed charges and all special investments made specifically to serve the Member.
9. It is mutually understood and agreed that the Cooperative has, at all times, the right of access and egress to the land of the Member for the purpose of maintaining and improving the service facilities. The Member agrees to furnish the Cooperative, without cost, easements across Member's property, which may be necessary now or in the future for the purpose of providing electrical service to the Member or Third Persons. This agreement supplements and completes any other easement furnished by the Member to the Cooperative.
10. Minimums: \*\* 10 year 66.92/MO T  
\*\*Subject to the provisions of Paragraph #1

217 PAGE 1758

In consideration of Cooperative expending monies in installing lines and equipment to serve Member's premises, Member agrees to make monthly payments for electricity in the amount of actual use or the minimum specified above, whichever is greater, for the full term specified above.

11. Transfer of property. If the Member sells or transfers the property serviced by this agreement, Member shall remain jointly and severally liable along with the transferee for payment of the monthly minimum for the remainder of the term unless the transferee signs a contract with Cooperative assuming the balance of the minimum payments. If the minimum payments are not made, in addition to any other remedies, the Cooperative reserves the right to remove its lines and equipment.
12. Property description: Recording of document. The Cooperative may, at its option, record this agreement which shall run with the land and be binding upon the owners of the premises for the full term of this agreement. Member's premises are located in Park County and are more particularly described as follows: a twenty foot corridor through a portion of W1/2SW1/4NW1/4 of Section 20 T3S, R10E, P.M.M., Park County, Montana.

IN WITNESS WHEREOF the parties hereto set forth their hands all on the day and year first above written.

510 Membership fee

Meter Number:

Service Address: Suez Creek

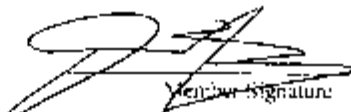
Former Occupants:

Map #: 08-05-20-02-04

Section: Township Range:

pl 4/15/05  
\$1,526.00 Aid of Construction

\$ 10.00 Membership fee

  
Member Signature

\_\_\_\_\_  
DAMON NAVARRO

(Please Print Name)

\_\_\_\_\_  
Joint Member Signature

\_\_\_\_\_  
(Please Print Name)

PARK ELECTRIC COOPERATIVE, INC.

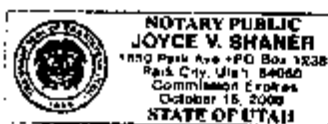
By Douglas R. Hardy  
General Manager


STATE OF Utah

COUNTY OF Summit

Subscribed and sworn to (or affirmed) before me this 13 day of April 2005 by

Damen Navarro  
(Print name of above signers)



  
Notary Public  
Joyce V Shaner  
Print Name

Notary Public for the State of Utah

Residing at Summit, Co. Utah

My commission expires 10-15-2008