

RAICH MONTANA PROPERTIES LLC



180 Bridger Hollow Road
Pray Montana 59065

TRACY RAICH, Broker | Owner 406.223.8418
1808 East River Road, Livingston MT 59047
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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.



PROPERTY FEATURE SHEET

180 Bridger Hollow Drive, Pray MT 59065

Legal Description:	BRIDGER HOLLOW, S21, T06 S, R08 E, Lot 5, COS 468
Property:	This incredible property sits at the base of 11,000 foot Emigrant Peak. Six Mile Creek flows through the property, plus there is a 1/2 acre fishable pond on the property that is serviced by its own well, and stocked with trout in its 12 foot depth. The property has a deeded access into Forest Service through the Bridger Hollow Subdivision and the property to the east is protected in a conservation easement, protecting the view shed from high density development to the mountains. The 20 acres offers spectacular views, privacy, and a lush riparian environment.
Easements:	There is a right-of-way easement through the property, commonly known as Bridger Hollow Road, providing access to all member of the Bridger Hollow Subdivision.
Deeded Access to BLM/NFS:	Within the provisions of the right-of-way easement, access to BLM and adjoining National Forest land is accessible only to members of the Bridger Hollow Subdivision. Plat map available which shows location of said easement.
Area:	20.857 Acres
Grounds:	The grounds are landscaped with abundant evergreen and deciduous trees, underground sprinklers, drip irrigation, lawn, and cottonwoods along the creek. The half acre pond attracts wild life and is stocked with trout for fishing.
Perimeter:	Partially Fenced

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Notes:	Covenants
Water:	<p>There are 2 wells servicing the property; one is used for the house & irrigation and the other fills the pond.</p> <p>The well servicing the house is #43B 30045933 and is 85 ft deep, 15 gpm. The well servicing the pond is #43B 30046099, 80 ft deep and 15 gpm.</p> <p>Bridger Hollow members also have water rights from Six Mile Creek. These are from a head gate diversion and filed under #43B 193721 00.</p>
Creek Frontage:	Approximately 135 feet of Six Mile Creek
Taxes:	\$3,200.00 (2011) \$ 3 0 8 6 . 7 2 (2 0 1 2) \$3,006.68 (2013)
Main House:	<p>Square Footages are approximate and should be verified by the buyer:</p> <p>Main Floor: 3,466 sf</p> <p>Lofts: 666 (sum of both)</p> <p>Decking: 1186 sf</p> <p>Porches: 99 sf, 300 sf, 400 sf</p>
Year Built:	1998
Year of remodel:	2007 & 2010
Sewer:	Septic
Heating:	Electric, forced air, gas fireplace
Propane:	1,000 gallon tank, owned.
Garage:	1 stall, oversized, attached to basement
Deck & Porch:	There is a 2,000+ square foot deck on the east & west side of the house showcasing the massive Emigrant Peak and overlooking the pond. The porch overlooking the pond is screened.
Roof:	Cedar shingle

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Exterior:

Log

Main House Detail:

The house was originally 2 smaller cabins built in 1998 that were joined together in 2004 to generate one large living quarter. Now, the spacious house is ideal for family retreats, corporate getaways, and recreational base camp. One of the original cabins has a new beautifully remodeled master bedroom suite complete with laundry room, walk-in closet, and a large sitting area with gas fireplace. The new master bathroom is beautifully finished with a tiled walk-in shower, double sinks, and a copper soaking tub (to be installed in August 2012). The loft above currently serves as an office. The other side of the house has 2 bedrooms and 2 baths on the main floor with a lofted area, kitchenette, large pantry and a large family room. Connecting the two living areas is a spacious living room/dining room/kitchen with high vaulted ceilings, large east facing windows looking right at Emigrant Peak, and west facing windows overlooking the pond. The kitchen is finished with GE appliances including refrigerator, microwave, trash compactor, dish washer and oven. The all wood cabinets are made of cherry and the drawers are self-closing. The gas stove has 5 burners, veggie sink, Cambria countertops and beautifully tiled back splash. There is a one stall; oversized garage in the basement is accessed through the rear of the house or down the stairs from the Great Room. There is plenty of storage and access to the crawl space beneath the main house.

Bedrooms: 3

Bathrooms: 3 (2 ¾ baths, plus new master with tiled walk-in shower & copper soaking tub)

Main Floor: Wood, & slate, carpet in lofts

Extraordinary Setting:

Situated at the base of Emigrant Peak and with live water (Six Mile Creek) flowing through the property, and the trout pond, the setting doesn't get much better.

Recreation:

Fish and hike right out your back door, or be within minutes of trophy big game hunting in accessible National Forest. Ice skating on the pond in winter, cross country skiing, soaking and dining at Chico Hot Springs (7 miles away), or downhill skiing at Bridger Bowl.

Privacy:

Located on a rural road in the heart of Paradise Valley, this property is an escape to the wilderness; yet close enough to the amenities of town. Wildlife and nature are your closest neighbors.

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Lodge-like Home:

The house has a lodge like feel, but in a more cozy setting that will cater to a large family, multiple families, or anyone seeking a rustic yet well-appointed retreat.

Offered for \$1,495,000 PRICE REDUCED 1/2013
to \$1,250,000

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Van Dyke

Tzimoulis
subject

Wolverton

Giddings

Van Dyke

Copyright: © 2008 i-cubed

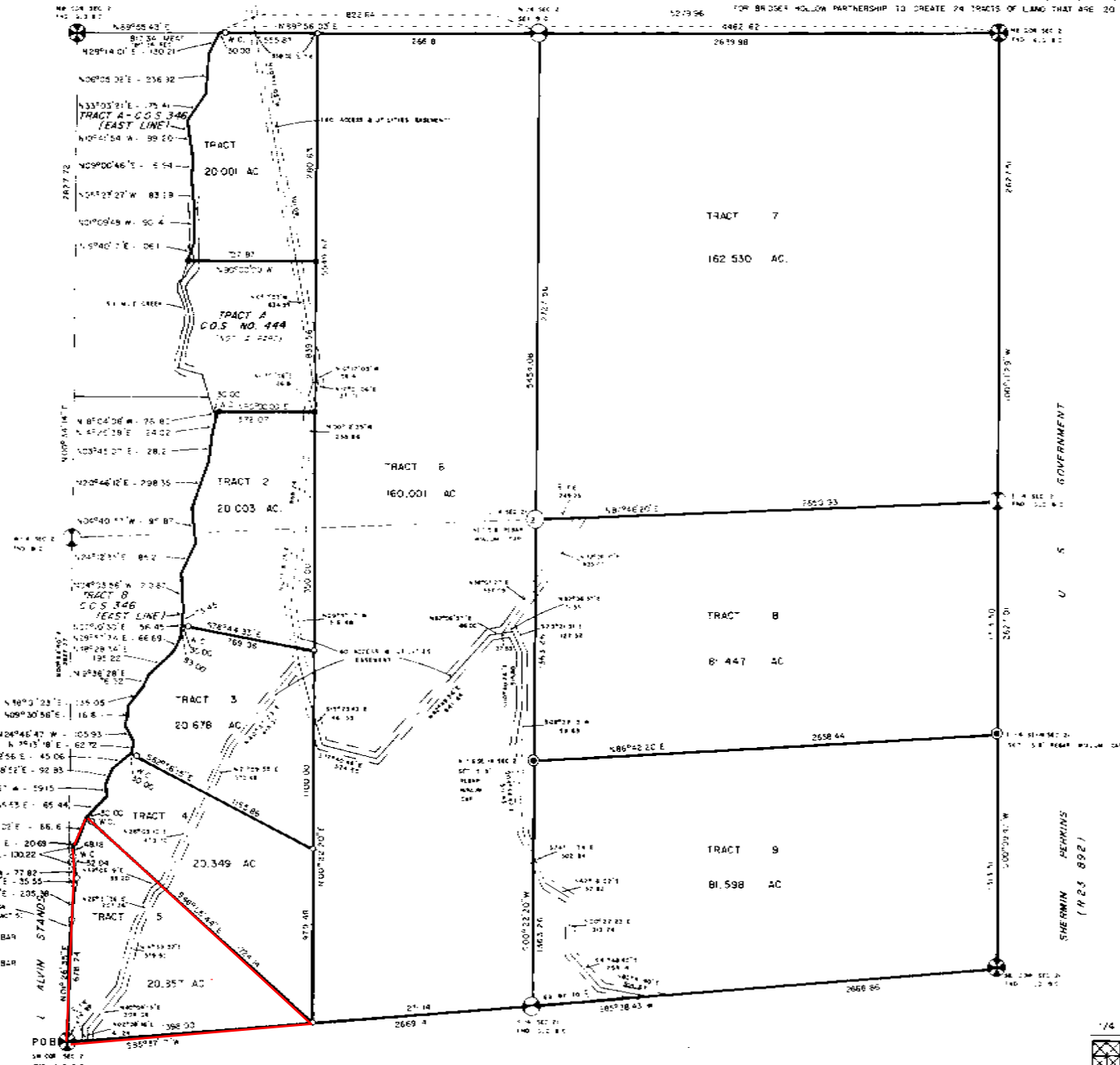
206m

ESRI®

CERTIFICATE OF SURVEY NO. 468

24 TRACTS OF LAND LOCATED IN THE NE 1/4, SE 1/4, SW 1/4, AND NW 1/4 OF SEC. 21 AND IN THE NE 1/4, SE 1/4, SW 1/4, AND NW 1/4 OF SEC. 29, T6S, R8E, R.M.M., PARK CO. MONTANA FOR BRIDGER HOLLOW PARTNERSHIP TO CREATE 24 TRACTS OF LAND THAT ARE 20 ACRES OR LARGER IN SIZE

STATE OF MONTANA



1/4	SEC.	T.	R.
	2	6S	8E

TOTAL AREA (LOTS 1-9) = 587.464 ACRES

ALLEN	75	S21
ASSOCIATES	T6S	R8E

BRIDGER HOLLOW PARTNERSHIP
BASIS OF BEARINGS: WEST LINE OF NW 1/4 OF SEC. 21, T6S, R8E,
PER C.O.S. 346



JRN RECORDED DOCUMENT TO:
Robert Jovick
P.O. Box 1245
Livingston, MT 59047

ATE 49-9919

356626 Fee: \$125.00 Roll: R 289 Page(s): 15

Park County Recorded 8/6/2009 At 10:59 AM

Denise Nelson, Clk & Rcdr By *MR* *RW* Return To:

ROBERT JOVICK PO BOX 1245

LIVINGSTON, MT 59047

EASEMENT RELOCATION AGREEMENT

THIS EASEMENT RELOCATION AGREEMENT is by and between the following real property owners and pertains to the following described Park County, Montana real property described follows:

<u>Owners</u>	<u>Real Property</u>
A. GERI M. TZIMOULIS, also known as GERI M. MURPHY	Tract 5, COS 468
B. LYNNE L. VAN DYKE and GARY OWEN VAN DYKE	Tracts 25, 26, 27 of COS 636 Tract 11 of COS 468
C. PHIL KECK and VIRGINIA B. KECK	Tract 10 of COS 468
D. KATHRYN SCARLETT DALEY and CHARLES LARKIN DEFANDORF	Tract 12 of COS 468
E. DENNIS QUAID	Tracts 13, 15 of COS 468
F. BRIDGER HOLLOW PARTNERSHIP	Tract 14 of COS 468

IN CONSIDERATION of the mutual covenants of this agreement, it is agreed as follows:

1. Easement Relocation. That certain sixty foot (60') easement for road access over and across the following described real property shall be relocated as set forth on Certificate of Survey No. 2304, incorporated herein:

Tract 5, Certificate of Survey No. 468
Tracts 25, 26, and 27, Certificate of Survey No. 636

The prior road access easement across the above-described tracts before relocation is hereby fully relinquished.

2. Utilities. Any existing power or telephone installations shall remain and a utility servicing easement for maintenance of said existing installations shall remain. However, any new installation of power or phone shall be within the confines of the relocated easement and the existing utility easement shall automatically be relinquished. Any such installation of power/telephone shall be underground.

3. Other Segments. (A) Other segments of the existing easement on other parcels not specifically covered by this Easement Relocation Agreement, shall remain unchanged.

(B) The owner of Tract 5, COS 468 does also hereby grant a non-exclusive right of way easement for ingress, egress and utilities to the owners of Tracts 10 and 10A as set forth and as described for "Tracts 10 and 10A Access Easement" on COS No. 2304 on record with the Park County, Montana Clerk and Recorder.

4. Agreement Supersedes. This agreement contains the entire agreement and understanding of the parties, and supercedes any and all prior negotiations and understandings.

5. Amendments in Writing. This agreement shall not be modified, amended or changed in any respect except by written document signed by all parties.

6. Counterparts. This agreement may be executed in counterparts.

7. Effect. This agreement shall be binding upon the heirs and assigns of the parties.

8. Recording. This Easement Relocation Agreement shall be recorded at the office of the Park County, Montana Clerk and Recorder.

9. Interpretation. There shall be no inference in the interpretation of language of this agreement against any party on the basis that a party was the drafter of the document or of the language.

10. Jurisdiction. This agreement is entered into in the State of Montana. Any action under this agreement shall apply Montana law. Any action under this agreement shall be brought in Park County, Montana.

DATED _____, 2009.

GERI M. TZIMOULIS also known as
GERI M. MURPHY

Virginia B. Keck
VIRGINIA B. KECK

GARY OWEN VAN DYKE

Phil Keck
PHIL KECK

LYNN L. VAN DYKE

KATHRYN SCARLETT DALEY

CHARLES LARKIN DEFANDORF

DENNIS QUAID

BRIDGER HOLLOW PARTNERSHIP

By _____
By _____

GERALD L. PETRE

RIGHT-OF-WAY EASEMENT

Location _____

X

KNOW ALL MEN BY THESE PRESENTS, That the undersigned

DALE TURNER

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 Tract 5 of Certificate of Survey No. 468, located in the SW 1/4 of section 21, Township 6 South, Range 8 East, M.P.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 27 day of April, 1998.

Dale Turner (L.S.)
DALE TURNER

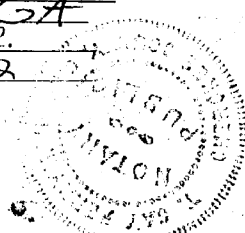
Signed, sealed and delivered in the presence of:

STATE OF Georgia
COUNTY OF Cherokee

On this 27 day of April, 1998 before me, a Notary Public in and for said County of Cherokee, State of Georgia, personally appeared Dale Turner known to me (or proved to me on oath of _____) 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.

[Signature]
NOTARY PUBLIC FOR THE STATE OF GA
Residing at 5451 DOCK LATHAM TR.
My commission expires FEB. 17, 2002



State of Montana }
County of Park } ss
Filed for record this 4 day of May, 1998 at 034
o'clock M. Recorder's Office 1280 Pages 1325
Debbie Nelson By _____
County Clerk & Recorder
Recording Fee \$ 60.00 Document No. 266339 Return to Park Electric
CL 11 8 SA 11 10 DA 11 10 MT

CERTIFICATE OF SURVEY NO. 468

24 TRACTS OF LAND LOCATED IN THE NE1/4, SE1/4, SW1/4, AND NW1/4 OF SEC. 21 AND IN THE NE1/4, SE1/4, SW1/4, AND NW1/4 OF SEC. 29, T6S, R8E, P.M.M., PARK CO. MONTANA FOR BADGER HOLLOW PARTNERSHIP TO CREATE 24 TRACTS OF LAND THAT ARE 20 ACRES OR LARGER IN SIZE

DESCRIPTION

SECTION 21 (TRACTS 1-9)

A TRACT OF LAND BEING THE NORTHEAST 1/4, SOUTHEAST 1/4 AND PORTIONS OF THE SOUTHWEST 1/4 AND NORTHWEST 1/4 OF SECTION 21, TOWNSHIP 8 SOUTH, RANGE 8 EAST, PRINCIPAL MERIDIAN OF MONTANA, IN PARK COUNTY, MONTANA AND BEING FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST 1/4 (SOUTHWEST CORNER, SECTION 21), THENCE NORTH 01°26'35" EAST A DISTANCE OF 676.24 FEET TO A POINT ON THE FENCELINE, THENCE NORTH 05°02'22" EAST A DISTANCE OF 206.38 FEET TO A POINT ON THE FENCELINE, THENCE NORTH 25°42'22" EAST A DISTANCE OF 35.55 FEET TO A POINT ON THE FENCELINE, THENCE NORTH 13°02'21" WEST A DISTANCE OF 77.82 FEET TO A POINT ON THE FENCELINE, THENCE NORTH 01°09'22" EAST A DISTANCE OF 100.22 FEET TO A POINT ON THE MOST SOUTHERLY LINE OF TRACT B OF CERTIFICATE OF SURVEY NUMBER 346, THENCE ALONG THE EAST LINE OF SAID TRACT B THROUGH THE FOLLOWING COURSES:

NORTH 53°00'07" EAST A DISTANCE OF 20.69 FEET,
NORTH 20°53'02" EAST A DISTANCE OF 165.16 FEET,
NORTH 44°55'53" EAST A DISTANCE OF 165.84 FEET,
NORTH 06°16'57" WEST A DISTANCE OF 59.15 FEET,
NORTH 23°18'52" EAST A DISTANCE OF 92.83 FEET,
NORTH 47°42'58" EAST A DISTANCE OF 145.06 FEET,
NORTH 17°13'18" EAST A DISTANCE OF 62.72 FEET,
NORTH 24°46'47" WEST A DISTANCE OF 105.93 FEET,
NORTH 04°30'52" EAST A DISTANCE OF 118.91 FEET,
NORTH 38°01'23" EAST A DISTANCE OF 135.05 FEET,
NORTH 18°54'28" EAST A DISTANCE OF 76.32 FEET,
NORTH 48°28'34" EAST A DISTANCE OF 195.22 FEET,
NORTH 28°57'34" EAST A DISTANCE OF 66.69 FEET,
NORTH 07°10'30" EAST A DISTANCE OF 156.45 FEET,
NORTH 04°03'56" WEST A DISTANCE OF 210.87 FEET,
NORTH 24°12'35" EAST A DISTANCE OF 185.21 FEET,
NORTH 04°40'57" WEST A DISTANCE OF 195.87 FEET,
NORTH 20°48'12" EAST A DISTANCE OF 298.35 FEET,
NORTH 03°45'07" EAST A DISTANCE OF 128.21 FEET,
NORTH 14°25'38" EAST A DISTANCE OF 124.02 FEET,
NORTH 18°04'08" WEST A DISTANCE OF 25.60 FEET.

TO THE SOUTHWEST CORNER OF TRACT A OF CERTIFICATE OF SURVEY NO. 444, THENCE ALONG THE SOUTH, EAST AND NORTH LINES OF SAID TRACT A THROUGH THE FOLLOWING COURSES:

NORTH 90°00'00" EAST A DISTANCE OF 572.07 FEET,
NORTH 00°22'20" EAST A DISTANCE OF 336.56 FEET,
NORTH 80°02'00" WEST A DISTANCE OF 727.97 FEET.

TO A POINT ON THE EAST LINE OF TRACT A OF CERTIFICATE OF SURVEY NO. 346, THENCE ALONG THE EAST LINE OF SAID TRACT A THROUGH THE FOLLOWING COURSES:

NORTH 19°40'17" EAST A DISTANCE OF 109.11 FEET,
NORTH 01°09'48" WEST A DISTANCE OF 190.14 FEET,
NORTH 05°23'27" WEST A DISTANCE OF 183.29 FEET,
NORTH 09°00'46" EAST A DISTANCE OF 116.94 FEET,
NORTH 10°41'54" WEST A DISTANCE OF 199.22 FEET,
NORTH 33°03'21" EAST A DISTANCE OF 175.41 FEET,
NORTH 06°05'02" EAST A DISTANCE OF 235.92 FEET,
NORTH 29°14'01" EAST A DISTANCE OF 130.21 FEET.

TO A POINT ON THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 21, THENCE NORTH 89°51'53" EAST ALONG SAID NORTH LINE A DISTANCE OF 1822.54 FEET, THENCE NORTH 89°56'30" EAST ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 21 A DISTANCE OF 2639.98 FEET, THENCE SOUTH 02°41'12" WEST ALONG THE EAST LINE OF SAID NORTHEAST 1/4 A DISTANCE OF 2627.51 FEET, THENCE SOUTH 00°09'47" WEST ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 21 A DISTANCE OF 2627.01 FEET, THENCE SOUTH 85°53'45" WEST ALONG THE SOUTH LINE OF SAID SOUTHEAST 1/4 A DISTANCE OF 2861.86 FEET, THENCE SOUTH 65°37'17" WEST ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SECTION 21 A DISTANCE OF 2569.14 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND BEING 587.46 ACRES ALONG WITH ALL EXISTING EASEMENTS AND IN PARTICULAR A 60 FOOT ACCESS AND UTILITIES EASEMENT AND THE 40 FOOT PRIVATE ACCESS EASEMENT FOR NON-MOTORIZED VEHICLE USE ONLY, AS SHOWN ON THE HEREUNTO AFFIXED PLAT. SAID TRACT ALSO SUBJECT TO ALL EXISTING EASEMENTS.

SECTION 29 (TRACTS 10-24)

A TRACT OF LAND BEING THE NORTHEAST 1/4 AND PORTIONS OF THE NORTHEAST 1/4, SOUTHEAST 1/4 AND SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 8 SOUTH, RANGE 8 EAST, PRINCIPAL MERIDIAN OF MONTANA AND BEING FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID NORTHEAST 1/4 (NORTHEAST CORNER, SECTION 29), THENCE SOUTH 00°08'22" EAST ALONG THE EAST LINE OF SAID NORTHEAST 1/4 A DISTANCE OF 5242.17 FEET, THENCE SOUTH 89°51'31" WEST ALONG THE SOUTH LINE OF SAID NORTHEAST 1/4 A DISTANCE OF 2174.97 FEET TO A POINT ON THE EAST LINE OF VENERAL SURVEY NO. 8838, CERTIFICATE OF SURVEY NO. 335 (EYPTION PLACES), THENCE SOUTH 89°12'11" WEST ALONG SAID EAST LINE A DISTANCE OF 146.25 FEET, THENCE SOUTH 89°12'11" WEST ALONG THE NORTH LINE OF SAID VENERAL SURVEY NO. 8838, CERTIFICATE OF SURVEY NO. 335 (EYPTION PLACES), A DISTANCE OF 124.94 FEET TO THE SOUTHEAST CORNER OF PLAT NO. 640, THENCE ALONG THE EASTERLY LINES OF SAID PLAT NO. 640 THROUGH THE FOLLOWING COURSES:

NORTH 23°29'44" EAST A DISTANCE OF 1055.65 FEET,
NORTH 38°36'11" EAST A DISTANCE OF 1224.15 FEET,
SOUTH 50°08'10" EAST A DISTANCE OF 32.99 FEET,
NORTH 45°02'53" EAST A DISTANCE OF 257.39 FEET,
NORTH 10°35'21" WEST A DISTANCE OF 468.90 FEET,
NORTH 10°47'36" EAST A DISTANCE OF 548.64 FEET

THENCE NORTH 45°07'18" WEST ALONG THE NORTHEASTERLY LINE OF SAID PLAT NO. 640 A DISTANCE OF 714.33 FEET, THENCE ALONG THE WESTERLY LINES OF SAID PLAT NO. 640 AND ALSO BEING THE CENTERLINE OF THE EXISTING COUNTY ROAD THROUGH THE FOLLOWING COURSES:

SOUTH 51°35'42" WEST A DISTANCE OF 32.47 FEET,

ALONG A 495.22 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 27°51'15" FOR AN ARC LENGTH OF 242.21 FEET.

SOUTH 20°44'27" WEST A DISTANCE OF 80.31 FEET

ALONG A 735.14 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 09°32'42" FOR AN ARC LENGTH OF 122.63 FEET TO A POINT OF COMPOUND CURVATURE

ALONG A 2370.66 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 06°29'11" FOR AN ARC LENGTH OF 268.49 FEET.

SOUTH 07°42'27" WEST A DISTANCE OF 206.51 FEET

ALONG A 751.31 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 15°17'34" FOR AN ARC LENGTH OF 222.17 FEET.

SOUTH 24°02'01" WEST A DISTANCE OF 228.19 FEET

ALONG A 2644.42 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 03°11'12" FOR AN ARC LENGTH OF 145.71 FEET.

SOUTH 27°09'26" WEST A DISTANCE OF 58.73 FEET

ALONG A 545.67 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 16°31'24" FOR AN ARC LENGTH OF 155.17 FEET.

SOUTH 10°32'57" WEST A DISTANCE OF 195.57 FEET

ALONG A 526.88 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 24°14'40" FOR AN ARC LENGTH OF 223.79 FEET.

SOUTH 34°47'37" WEST A DISTANCE OF 145.51 FEET

ALONG A 2864.79 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 03°57'48" FOR AN ARC LENGTH OF 198.17 FEET.

SOUTH 30°48'49" WEST A DISTANCE OF 163.51 FEET

ALONG A 452.34 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 10°04'02" FOR AN ARC LENGTH OF 79.74 FEET.

SOUTH 20°43'47" WEST A DISTANCE OF 707.53 FEET.

ALONG A 168.52 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 10°51'24" FOR AN ARC LENGTH OF 31.93 FEET TO THE NORTHEAST CORNER OF CERTIFICATE OF SURVEY NO. 171, THENCE ALONG THE NORTHEASTERLY LINES OF SAID CERTIFICATE OF SURVEY NO. 171 THROUGH THE FOLLOWING COURSES:

SOUTH 40°27'51" WEST A DISTANCE OF 63.07 FEET,
SOUTH 56°55'51" WEST A DISTANCE OF 300.35 FEET

THENCE SOUTH 06°59'10" EAST ALONG THE WEST LINE OF SAID CERTIFICATE OF SURVEY NO. 171 A DISTANCE OF 260.89 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SECTION 29, THENCE SOUTH 89°55'40" WEST ALONG SAID SOUTH LINE A DISTANCE OF 2315.27 FEET, THENCE NORTH 00°13'54" WEST ALONG THE WEST LINE OF SAID SOUTHWEST 1/4 A DISTANCE OF 2732.67 FEET, THENCE NORTH 00°10'06" WEST ALONG THE WEST LINE OF THE NORTHEAST 1/4 OF SECTION 29 A DISTANCE OF 2638.78 FEET, THENCE SOUTH 89°46'24" EAST ALONG THE NORTH LINE OF SAID NORTHEAST 1/4 A DISTANCE OF 2629.17 FEET, THENCE SOUTH 89°46'49" EAST ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 29 A DISTANCE OF 2627.22 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND BEING 575.66 ACRES ALONG WITH ALL EXISTING EASEMENTS AND IN PARTICULAR THE 60 FOOT ACCESS AND UTILITY EASEMENTS, AND THE 40 FOOT PRIVATE ACCESS EASEMENT FOR NON-MOTORIZED VEHICLE USE ONLY, AS SHOWN ON THE HEREUNTO AFFIXED PLATS AND SUBJECT TO ALL EXISTING EASEMENTS AND IN PARTICULAR A COUNTY ROAD RIGHT-OF-WAY AS SHOWN ON THE HEREUNTO AFFIXED PLATS.

CURVE TABLE				
CURVE LETTER	DELTA	RADIUS	ARC LENGTH	
A	27°51'15"	495.22	242.21	
B	09°32'42"	735.14	122.63	
C	06°29'11"	2370.66	268.49	
D-1	02°24'40"	2370.66	99.77	
D-2	04°04'33"	2370.66	166.71	
D	16°17'34"	751.31	222.17	
E	03°09'25"	2644.42	145.71	
F	16°34'29"	545.57	158.17	
G	03°09'25"	545.57	158.17	
H	03°09'25"	545.57	158.17	
I	10°06'02"	452.34	79.74	
J	10°51'24"	168.52	31.93	

NOTE A

EXISTING COUNTY ROAD ALONG THE SOUTH LINE OF LOTS 23 AND 23 IS SOUTH OF THE SECTION LINE, BUT A 30 FOOT EASEMENT FOR COUNTY ROAD IS BEING SHOWN NORTH OF THE SECTION LINE TO ALLOW FOR FUTURE CHANGES OR CONSTRUCTION OF THE ROAD.

NOTE B

MONUMENTATION ALONG THE WEST LINE OF PLAT NO. 848 HAS NEVER SET. RECORD DISTANCES WERE HELD FOR THE LOCATION OF THIS LINE.

NOTE C

FENCE LINE ALONG THE SOUTHWEST 1/4 OF SECTION 21 IS EAST OF THE SECTION LINE WITH A BARN BUILT ON THE SECTION LINE. THIS SURVEY IS ADJUSTING THE FENCE LINE AS STATED IN THE DESCRIPTION AS THE BOUNDARY OF TRACT 5.

CERTIFICATE OF SURVEY

I, THE UNDERSIGNED, RONALD W. ALLEN, DO HEREBY CERTIFY THAT BETWEEN October 1st, 1979, AND May 2nd, 1980, I SURVEYED THIS CERTIFICATE OF SURVEY AND PLATTED SAME AS SHOWN ON THE ACCOMPANYING PLAT AND AS DESCRIBED IN ACCORDANCE WITH THE PROVISIONS OF THE MONTANA SUBDIVISION AND PLATTING ACT, SECTIONS 76-3-101 THROUGH 76-3-814, M.C.A., 1975, AS AMENDED, AND THE PARK COUNTY SUBDIVISION REGULATIONS.

DATED THIS 2nd DAY OF May, A.D., 1980.

Ronald W. Allen
RONALD W. ALLEN
MONTANA REGISTRATION #40656



16-210

CERTIFICATE OF FILING BY CLERK AND RECORDER

STATE OF MONTANA

COUNTY OF PARK

FILE FOR RECORD THIS 5 DAY OF May, 1980 AT 11:25 O'CLOCK, A.M.

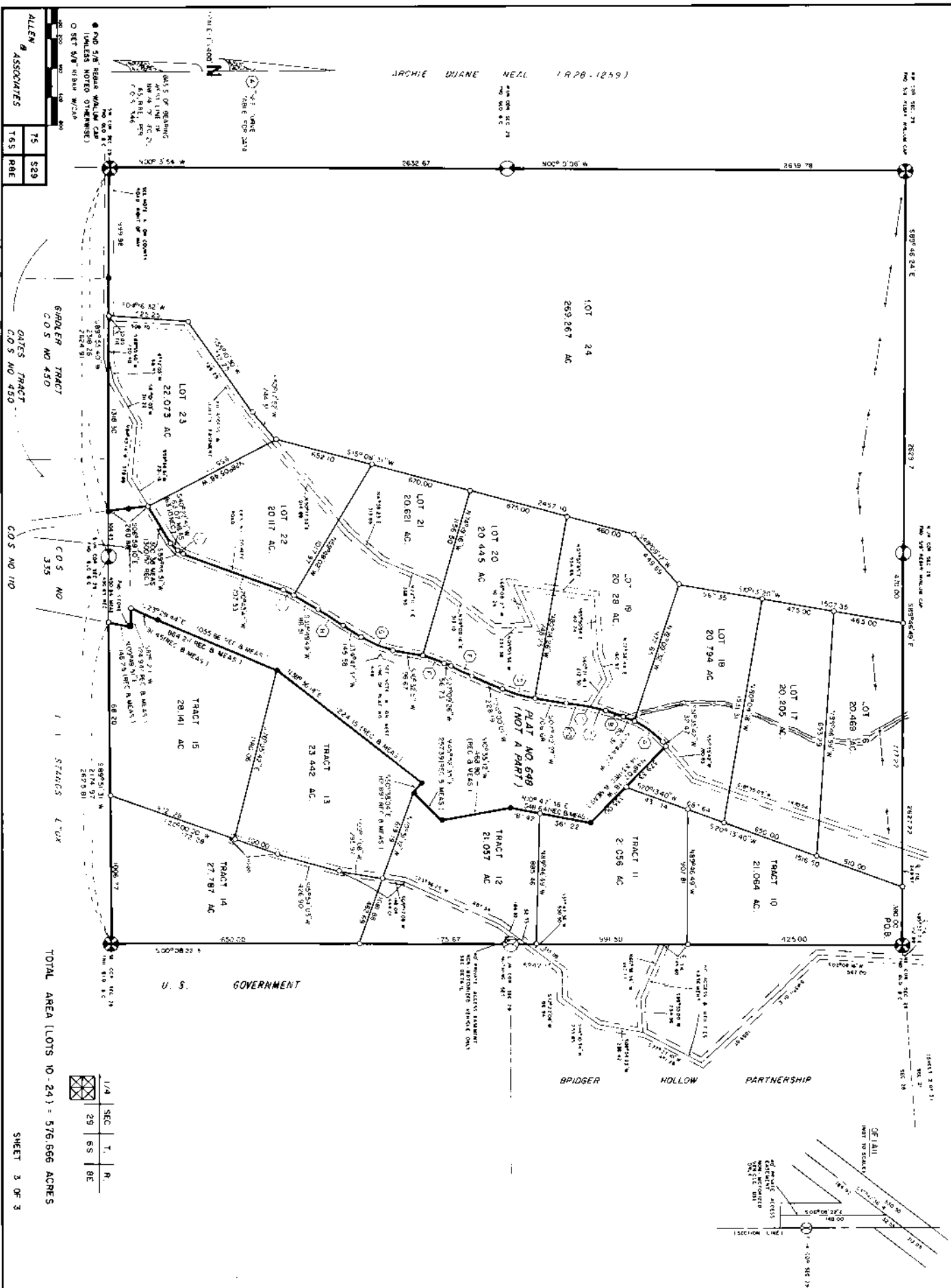
Margaret Moncrief
COUNTY CLERK AND RECORDER
PARK, MONTANA

24 Ltr 250-720

4. 6 8
NW 1/4 OF SEC 21 ANT

24 TRACTS OF LAND LOCATED IN THE NE1/4, SE1/4, SW1/4, AND NW1/4 OF SEC. 21 AND
IN THE NE1/4, SE1/4, SW1/4, AND NW1/4 OF SEC. 29, T6S, R8E, PM.M., PARK CO. MONTANA
FOR BRIDGE WOLLOD R447NE53M16 TO CREATE 24 TRACTS OF LAND THAT ARE 20 ACRES OR LARGER IN SIZE.

ALVIN STANOS



ALLEN ASSOCIATES	75	\$29
	76S	RAE

TOTAL AREA (LOTS 10-24) = 576.666 ACRES

SHEET 3 OF 3

PARK COUNTY HEALTH DEPARTMENT

Parcel # 6558000
Rcpt #: 3236
Paid by: Shirah
For: Turner
Ck #: 2025
Date: 6/10/98

New ☒

SUBSURFACE SEWAGE TREATMENT SYSTEM PERMIT

\$100.00

Replacement _____

1. SYSTEM TYPE TANK AND DF 2. DATE OF PERMIT 6/8/98
3. NAME OF PROPERTY OWNER DALE TURNER
4. ADDRESS OF OWNER 10655 E Cherokee Dr., Canton GA PHONE # 770-479-5395
5. LEGAL DESCRIPTION OF PROPERTY Sec 21 30115 76S R8E SW1/4
C/S OR PLAT NO. COS 468 Tracts
6. NUMBER OF BEDROOMS (OR ESTIMATED SEWAGE VOLUME) 4
7. SYSTEM TO BE INSTALLED BY: Gene Lembke
8. TYPE OF WATER SUPPLY: (CIRCLE ONE) WELL SPRING MUNICIPAL OTHER
9. TYPE OF SOILS TO A DEPTH OF 3 FEET Sand/Gravel
10. SOILS PERCOLATION RATE 5 min/in minutes/inch

11. DEPTH TO SEASONAL HIGH GROUNDWATER 7+ FT. DEPTH TO IMPERMEABLE SOILS 7+ FT.
HOW WAS IT DETERMINED? Excavation

12. IS THIS PROPERTY IN, OR WITHIN 100 FT OF A FLOODPLAIN? Y L N

13. VERIFY, BY LANDOWNER SIGNATURE, THAT THE DRAINFIELD WILL BE 100 FT AWAY FROM THE ACTUAL OR PROPOSED WELL, ALL WATERCOURSES (NATURAL OR MANMADE), LOW AREAS WHERE PONDING MAY OCCUR AND THE 100 YEAR FLOODPLAIN.
Emerald Corporation, ERS for Dale Turner

14. WHAT IS THE SLOPE OF THE GROUND IN THE DRAINFIELD AREA? 0-1 %

15. ARE SANITARY RESTRICTIONS IMPOSED ON THIS PROPERTY? Y L N

16. IS THIS PROPERTY PART OF A SUBDIVISION OF LAND, OR OCCASIONAL SALE?
Y L N

17. SIZE OF PARCEL IN ACRES _____

18. IF LESS THAN 20 ACRES, IS THE MDHES APPROVAL STATEMENT ATTACHED? N/A Y L N

19. LAYOUT DETAILS

Tank size: 1,000 1,500 2,000 gallons Material: Concrete ✓ Other _____
Tank to Foundation: 5+ ft. Trench to property line: 10+ ft.

20. TRENCH DIMENSIONS:

Gravel above pipe 2 in. Gravel below pipe 6 in.
Depth to Perf. pipe 12-22 in.
Depth to bottom of trench 36 in. Trench width 24 Yards of washed gravel _____

21. MINIMUM DRAINFIELD REQUIREMENTS 130 sq.ft./bdrm. Lin. ft./bdrm 65
Total lin. ft. 2600 linear ft required

22. WATER SUPPLY

This property: Distance to septic tank 50+ ft Distance to drainfield 100+ ft
Adjacent Property: Distance to septic tank 50+ ft Distance to drainfield 100+ ft

23. 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.

24. I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND FACTUAL, AND I UNDERSTAND THAT THE SUBMISSION OF INCORRECT INFORMATION OR CONTRUCTION OF A SYSTEM THAT DOES NOT FOLLOW THIS APPLICATION, OR DOES NOT FOLLOW THE REQUIREMENTS OF THE COUNTY ON-SITE SEWAGE REGULATION WILL RESULT IN ANY PERMIT ISSUED FOR THIS APPLICATION BEING VOIDED.

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.

PROPERTY OWNER Emerald Corporation Dale Turner
(G. Lembke)

OFFICIAL USE ONLY

PERMIT APPLICATION

Date received 6/10/98 Approved to install Denied _____ Reviewed by RT
Fee paid 100

ON-SITE SEWAGE TREATMENT SYSTEM PERMIT

Approved 9/14/98 Denied _____ Inspected RT

Licensed Installer Gene Lembke
(G. Lembke)

STATE OF MONTANA
DEPARTMENT OF NATURAL RESOURCES AND CONSERVATION
1424 9TH AVENUE P.O.BOX 201601 HELENA, MONTANA 59620-1601

GENERAL ABSTRACT

Water Right Number: 43B 30045933 GROUND WATER CERTIFICATE

Version: -- ORIGINAL RIGHT

Version Status: ACTIVE

Owners: A DAVID RUSSO
PO BOX 203
PRAY, MT 59065 0203

HELEN M RUSSO
PO BOX 203
PRAY, MT 59065 0203

Priority Date: March 25, 2009 at 13:25 PM
Enforceable Priority Date: March 25, 2009 at 13:25 PM

Purpose (use): DOMESTIC
LAWN AND GARDEN

Maximum Flow Rate: 15 GPM

Maximum Volume: 1.45 AC-FT

Maximum Acres: 0.18

Source Name: GROUNDWATER
Source Type: GROUNDWATER

Points of Diversion and Means of Diversion:

<u>ID</u>	<u>Govt Lot</u>	<u>Qtr Sec</u>	<u>Sec</u>	<u>Twp</u>	<u>Rge</u>	<u>County</u>
1		NWSWSW	21	6S	8E	PARK
Period of Diversion: JANUARY 1 to DECEMBER 31						
Diversion Means: WELL						
Subdivision: BRIDGER HOLLOW TRACT/LOT: 5						
Well Depth: 85 FEET						
Static Water Level: 41 FEET						
Casing Diameter: 6 INCHES						
Well Location: 180 BRIDGER HOLLOW RD						

Purpose (use): DOMESTIC
Households: 1
Volume:
Period of Use: JANUARY 1 TO DECEMBER 31

Place of Use: (2 total records)

<u>ID</u>	<u>Acres</u>	<u>Govt Lot</u>	<u>Qtr Sec</u>	<u>Sec</u>	<u>Twp</u>	<u>Rge</u>	<u>County</u>
1			NWSWSW	21	6S	8E	PARK
Subdivision:		BRIDGER HOLLOW TRACT/LOT: 5					

Purpose (use): LAWN AND GARDEN
Volume:
Period of Use: APRIL 1 TO OCTOBER 31

Place of Use: (2 total records)

<u>ID</u>	<u>Acres</u>	<u>Govt Lot</u>	<u>Qtr Sec</u>	<u>Sec</u>	<u>Twp</u>	<u>Rge</u>	<u>County</u>
1	0.18		NWSWSW	21	6S	8E	PARK
Total:	0.18						

Geocodes/Valid: 49043221301030000 - Y

STATE OF MONTANA
DEPARTMENT OF NATURAL RESOURCES AND CONSERVATION
1424 9TH AVENUE P.O.BOX 201601 HELENA, MONTANA 59620-1601

GENERAL ABSTRACT

Water Right Number: 43B 30046099 GROUND WATER CERTIFICATE
Version: -- ORIGINAL RIGHT
Version Status: ACTIVE

Owners: A DAVID RUSSO
PO BOX 203
PRAY, MT 59065 0203

HELEN M RUSSO
PO BOX 203
PRAY, MT 59065 0203

Priority Date: March 19, 2009 at 13:41 PM
Enforceable Priority Date: March 19, 2009 at 13:41 PM

Purpose (use): FISHERY

Maximum Flow Rate: 15 GPM

Maximum Volume: 4.58 AC-FT

Source Name: GROUNDWATER
Source Type: GROUNDWATER

Points of Diversion and Means of Diversion:

<u>ID</u>	<u>Govt Lot</u>	<u>Qtr Sec</u>	<u>Sec</u>	<u>Twp</u>	<u>Rge</u>	<u>County</u>
1		NWSWSW	21	6S	8E	PARK
Period of Diversion:	JANUARY 1 to DECEMBER 31					
Diversion Means:	WELL					
Subdivision:	BRIDGER HOLLOW TRACT/LOT: 5					
Well Depth:	80 FEET					
Static Water Level:	14 FEET					
Casing Diameter:	6 INCHES					
Well Location:	180 BRIDGER HOLLOW ROAD					

Reservoir: OFF STREAM **Reservoir Name:**

<u>Govt Lot</u>	<u>Qtr Sec</u>	<u>Sec</u>	<u>Twp</u>	<u>Rge</u>	<u>County</u>
	NWSWSW	21	6S	8E	PARK
Depth:	12.00 FEET				
Surface Area:	0.50 ACRES				
Current Capacity:	3.00 ACRE-FEET				

Purpose (use): FISHERY
Volume:
Period of Use: JANUARY 1 TO DECEMBER 31

Place of Use: (1 total records)

<u>ID</u>	<u>Acres</u>	<u>Govt Lot</u>	<u>Qtr Sec</u>	<u>Sec</u>	<u>Twp</u>	<u>Rge</u>	<u>County</u>
1			NWSWSW	21	6S	8E	PARK
	Subdivision:	BRIDGER HOLLOW TRACT/LOT: 5					

Geocodes/Valid: 49043221301030000 - Y

Remarks:

STATE OF MONTANA
DEPARTMENT OF NATURAL RESOURCES AND CONSERVATION
1424 9TH AVENUE P.O.BOX 201601 HELENA, MONTANA 59620-1601

GENERAL ABSTRACT

Water Right Number: 43B 193721 00 STATEMENT OF CLAIM

Version: -- ORIGINAL RIGHT

Version Status: ACTIVE

Owners:

A DAVID RUSSO
PO BOX 203
PRAY, MT 59065 0203

CARMAN B RIZZOTTO
158 BRIDGER HOLLOW RD
PRAY, MT 59065

FRANCINE S RIZZOTTO
158 BRIDGER HOLLOW RD
PRAY, MT 59065

HELEN M RUSSO
PO BOX 203
PRAY, MT 59065 0203

MICHAEL J MOHAN SR
3800 HUNTERWOOD POINT RD
AUSTIN, TX 78746 1304

TRANSFER PROCESSED TO ADD NEW OWNERS. THE WATER RIGHT WILL BE SPLIT INTO SEPARATE OWNERSHIPS AFTER FINAL DECREE.

Priority Date: May 1, 1963

Enforceable Priority Date: May 1, 1963

Type of Historical Right: FILED

Purpose (use): IRRIGATION

Irrigation Type: FLOOD

Maximum Flow Rate: 2.65 CFS

Maximum Acres: 44.40

Source Name: SIXMILE CREEK
Source Type: SURFACE WATER

Points of Diversion and Means of Diversion:

<u>ID</u>	<u>Govt Lot</u>	<u>Qtr Sec</u>	<u>Sec</u>	<u>Twp</u>	<u>Rge</u>	<u>County</u>
1		SWSNE	29	6S	8E	PARK
Period of Diversion: APRIL 1 to OCTOBER 31						
Diversion Means: HEADGATE						

Period of Use: APRIL 1 TO OCTOBER 31

Purpose (use): IRRIGATION

Place of Use: (3 total records)

<u>ID</u>	<u>Acres</u>	<u>Govt Lot</u>	<u>Qtr Sec</u>	<u>Sec</u>	<u>Twp</u>	<u>Rge</u>	<u>County</u>
1	19.50		W2SW	21	6S	8E	PARK
2	10.90		W2NW	21	6S	8E	PARK
3	14.00		SWSW	21	6S	8E	PARK
Total:	44.40						

STATE OF MONTANA
DEPARTMENT OF NATURAL RESOURCES AND CONSERVATION
1424 9TH AVENUE P.O.BOX 201601 HELENA, MONTANA 59620-1601

GENERAL ABSTRACT

Water Right Number: 43B 30024766 GROUND WATER CERTIFICATE

Version: -- ORIGINAL RIGHT

Version Status: ACTIVE

Owners: A DAVID RUSSO
PO BOX 203
PRAY, MT 59065 0203

HELEN M RUSSO
PO BOX 203
PRAY, MT 59065 0203

Priority Date: October 10, 2006 at 14:56 PM

Enforceable Priority Date: October 10, 2006 at 14:56 PM

Purpose (use): LAWN AND GARDEN

Maximum Volume: THIS RIGHT IS LIMITED TO THE ACTUAL AMOUNT USED UP TO 10 ACRE-FEET

Source Name: GROUNDWATER
Source Type: GROUNDWATER

Points of Diversion and Means of Diversion:

<u>ID</u>	<u>Govt Lot</u>	<u>Qtr Sec</u>	<u>Sec</u>	<u>Twp</u>	<u>Rge</u>	<u>County</u>
1		NWSE	21	6S	8E	PARK
Period of Diversion:	APRIL 1 to OCTOBER 31					
Diversion Means:	WELL					
Well Depth:	80 FEET					
Static Water Level:	14 FEET					
Casing Diameter:	6 INCHES					
Well Location:	180 BRIDGER HOLLOW ROAD					

Purpose (use): LAWN AND GARDEN
Period of Use: APRIL 1 TO OCTOBER 31

Place of Use: (1 total records)

<u>ID</u>	<u>Acres</u>	<u>Govt Lot</u>	<u>Qtr Sec</u>	<u>Sec</u>	<u>Twp</u>	<u>Rge</u>	<u>County</u>
1			NWSE	21	6S	8E	PARK

Geocodes/Valid: 49043221301030000 - Y

Remarks:

OWNERSHIP UPDATE RECEIVED

OWNERSHIP UPDATE TYPE DOR # 79891 RECEIVED August 10, 2009

DECLARATION OF PROTECTIVE COVENANTS

THIS DECLARATION of Protective Covenants affecting the property below-described is made and executed this 10 day of January, 1981.

W I T N E S S E T H :

WHEREAS, there has been filed of record a Declaration of Protective Covenants affecting the land described in EXHIBIT "A", which Declaration was filed on the 24th day of January, 1980, on Roll 29, pp. 804-814 in the Office of the Clerk and Recorder, Park County, Montana; and amended on February 25th, 1981, and,

WHEREAS, the undersigned comprise at least two-thirds (2/3) of the current property owners of property covered by the foregoing Declaration of Protective Covenants; and,

WHEREAS, the undersigned desire to terminate said Declaration of Protective Covenants and amendment and substituted instead and in their place the following protective covenants;

NOW THEREFORE, the undersigned hereby establishes, dedicates, declares, publishes and imposes upon the property described in EXHIBIT "A" the following Protective Covenants which shall run with the land and shall be binding upon and be for the use, benefit and value of the undersigned, their heirs, grantees, successors and assigns, for the purpose of maintaining a uniform and stable value, character, architectural design, use, enjoyment and development of the property.

1. Definitions:

As used herein, certain terms and words are defined as follows:

1. Accessory Building - a building, such as a garage, barn, or tack shed, detached from a dwelling and used for purposes which are incidental and subordinate to a residential or agricultural use.
2. Agricultural Use - the practice of the science, art or occupation of cultivating the soil, growing fruits, vegetables or crops and raising or grazing of domestic livestock or poultry, whether for personal or commercial use, but excluding a feedlot.
3. Dwelling - a building, or portion thereof, designed for use as permanent living quarters having sleeping, cooking and complete sanitary facilities.
4. Guest House - a building for use as temporary living quarters by guests of the owner of a dwelling which has no kitchen or cooking facilities and is clearly incidental or subordinate to a dwelling situate on the same tract of land.

5. Junk Area - the use of land for the wrecking, dismantling and/or storage of junk, including, but not limited to, inoperable motor vehicles and scrap materials of every sort.
6. Mobile Home - a vehicle built and transportable upon a chassis comprised of a frame and wheels which is designed for use as a dwelling.
7. Recreational Vehicle - a vehicle designed for use as a temporary dwelling for travel, recreation and vacation use; provided, that a recreational vehicle occupied on the same site for longer than one hundred eighty (180) days in any one year shall be deemed to be a mobile home.
8. Residential Use - the occupying of a dwelling for living purposes.
9. Single-Family - one or more persons living together as a single, non-profit house-keeping unit, as distinguished from a group occupying a hotel, motel, club, fraternity or sorority, commune and the like.
10. Subdivision - a division of land, or land so divided, resulting in the creation of two or more tracts of land out of a single, larger tract in order that title to, possession or occupancy of the tract(s) so created may be sold, rented, leased or otherwise conveyed or transferred and shall include any re-subdivision.
11. Tract - a unit of land as designated on a certificate of survey filed in the Office of Clerk and Recorder, Park County, Montana and including the N 1/2, Section 26, Twp. 6 S., Rge. 8 E., M.P.M., Park County, Montana.
12. Industrial Use - the refining, smelting, milling, processing, manufacture, production, sale or bulk storage of raw materials for ultimate use in the making of a finished good, including the extraction thereof, such as mining or lumbering.
13. Signs - any man-made structure, object, device, or part thereof, situated out of doors, or prominetely visible from outside the building in which it is situated, which identifies, advertises, displays or otherwise attracts attention to either itself or some other object, person, institution, organization, business, product, service, event, activity, location, thing or happening of whatever nature, and by any means, including words, letters, numerals, figures, designs, symbols, fixtures, colors, mottos, illumination, projection, contrast, conspicuous and the like.

II. Description of Property Subject To This Declaration Of Protective Covenants.

The real property which is and shall be conveyed, transferred, used, occupied, sold or otherwise transferred subject to these Protective Covenants is located in the County of Park, State of Montana, being more particularly described on EXHIBIT "A" attached hereto and by this reference made a part hereof.

III. Uses.

1. Except as otherwise herein expressly prohibited all other uses of the property covered hereby are permitted.
2. No Industrial use, feedlot use or junk area use is permitted.

IV. Buildings.

1. Except as otherwise expressly permitted hereunder, no buildings are permitted on the property covered hereby, including, particularly, mobile homes, teepees, geodesic domes and similar "unusual" buildings.

2. Two, single-family dwelling for residential use shall be permitted on each tract as originally surveyed, together with one guest house and necessary accessory buildings, including buildings needed for a dude ranch and/or guide and outfitting business.
3. All construction on a dwelling shall be completed within eighteen (18) months of date of commencement.
4. During the course of construction of a dwelling, one mobile home or recreational vehicle for living purposes shall be permitted for a period not to exceed twelve (12) months from the date of commencement of construction, at the expiration of which time the mobile home shall be removed or the recreational vehicle shall no longer be used for living purposes.
5. The visible exterior of all dwellings, guest houses, and accessory structures shall be constructed of natural materials, such as wood, log or stone, and shall be finished in rustic or earthen shades and tones so as to blend with the natural surroundings.

V. Water Supply And Sewage Disposal System.

1. No domestic water supply or sewage disposal system shall be drilled or constructed except in accordance with Park County and State of Montana regulations and statutes governing domestic water supplies and sanitary systems in subdivisions.
2. No work toward construction of a water supply or sewage disposal system shall be undertaken except upon the prior approval of and issuance of a permit by the Office of the Park County Sanitarian and Department of Health and Environmental Sciences of the State of Montana.

VI. Signs.

1. Except as otherwise expressly permitted, all signs are prohibited.
2. One sign, identifying the owners of a dwelling, made of wood or other natural materials, rustic in appearance, and not exceeding six (6) square feet in area, ten (10) feet in height from the ground, or one (1) per tract, shall be permitted.
3. "For Rent" "For Sale" and signs for similar purposes not exceeding four (4) square feet in area, six (6) feet in height from the ground or one (1) per tract shall be permitted.
4. Signs warning against hunting, fishing, trespassing, etc., not to exceed one (1) square foot in area or five (5) feet in height from the ground shall be permitted.

VII. Animals and Livestock.

1. On all tracts, the number of animal units permitted shall not exceed the maximum recommended by the Soil Conservation District Officer in Park County, taking into consideration not only the available forage on the tract, but also the availability of forage on other tracts or public land on which the owner of the tract has grazing rights and access to, plus no more than four (4) domestic pets.
2. No swine shall be permitted, for any purpose.

VIII. Noxious Activities/Nuisances.

No noxious or otherwise offensive activity shall be permitted upon any of the real property covered by these Protective Covenants, nor shall any use or activity be permitted which may be or may become an annoyance or nuisance to adjacent landowners or which may depreciate the natural environmental amenities of said property.

IX. Garbage and Refuse Disposal.

No part of the property shall be used for or maintained as a dumping ground for rubbish, trash, slash, garbage, debris or other waste, except when kept in sanitary containers which shall be disposed of promptly, on a periodic basis of no more than two (2) weeks duration. All containers and equipment for disposal of such material shall be kept in a sanitary condition and reasonable precautions shall be taken against fire hazards. No burning of refuse of any kind shall be permitted.

X. Easements.

In addition to the easements shown on Certificates of Survey of the property of record in the Office of the Clerk and Recorder of Park County, Montana, there are hereby reserved such easements and rights-of-way ten (10) feet in width as are necessary for beneficial use and enjoyment of existing and future irrigation ditches and for wires, pipes, conduits for heating, lighting, electricity, gas, telephone, cable television, sewer, drainage, water or any other utility purposes as may hereafter be necessary for enjoyment of the uses permitted by these Protective Covenants, together with the right of reasonable ingress and egress for maintenance and repair of such ditches and utilities.

XI. Subdivision.

1. No further subdivision of tracts as originally surveyed and recorded by Bridger Hollow Partnership shall be permitted unless the resulting tracts are equal to or greater than twenty (20) acres in size.
2. The tracts resulting from any subdivision shall be bound by the terms of these Protective Covenants.
3. There shall be permitted upon each undeveloped tract resulting from a subdivision the same uses, kinds and number of buildings as would be permitted under these Protective Covenants had the tract so created by the subdivision been originally surveyed and recorded.

XII. Enforcement.

The undersigned, and every person hereinafter receiving any right, title or interest in the property covered by these Protective Covenants shall have the right to enforce the provisions of these Covenants and to prevent or stop any violation thereof by injunction or other lawful means. In the event any action is maintained to enforce, enjoin any violation of or construe the provisions of these Protective Covenants, the losing party shall pay, indemnify and forever hold the prevailing party harmless from any and all damages resulting from any violation of these Protective Covenants, and from all costs and disbursements necessarily incurred in such action, including a reasonable attorney's fee, and, likewise, in the event any appeal is taken from a lower court decision in such action, the losing party shall likewise pay, indemnify and forever hold the prevailing party harmless from all costs and expenses incurred upon such appeal, including a reasonable attorney's fee.

XIII. Nonwaiver.

Failure of the undersigned, or any other person or entity hereinafter receiving any right, title or interest in the property covered by these Protective Covenants to enforce the same or to enjoin any violation thereof shall, in no event, be deemed a waiver of the provisions of these Protective Covenants or of the right to enforce or enjoin any violation of the same, whether relating to the same breach or violation or to one occurring prior or subsequent thereto.

XIV. Effective Period.

These Protective Covenants shall continue to be binding upon the undersigned, all persons claiming under the undersigned, their successors and assigns for a period of 25 years from the day and year first above written, and shall automatically be continued thereafter for successive periods of 5 years, each, unless otherwise amended, abandoned, modified, supplemented or terminated by the affirmative vote of at least two-thirds (2/3) of the then owners of the property which is the subject of these Protective Covenants.

XV. Amendment.

These Protective Covenants, or any portion thereof, may be amended, abandoned, terminated, modified or supplemented at any time by the written consent, duly recorded in the Office of the Clerk and Recorder of Park County, Montana, of at least two-thirds (2/3) of the then property owners of property covered hereby.

XVI. Severability.

In the event any of the terms or provisions of these Protective Covenants, or any portion thereof, are invalid or void, such invalidity or voidness shall in no way affect the remainder of these Protective Covenants.

IN WITNESS WHEREOF, the undersigned have executed this instrument as of the date and year first above written.

BRIDGER HOLLOW PARTNERSHIP

BY Gerald Wing
Gerald Wing
Managing Partner

STATE OF MONTANA)
 : ss.
County of Gallatin)

On this 10th day of January, 1982, before me, the undersigned, a Notary Public for the State of Montana, personally appeared GERALD WING, known to me to be the Managing Partner of Bridger Hollow Partnership, and acknowledged to me that he executed the same on behalf of said partnership.

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

[Signature]
Notary Public for State of Montana
Residing at Bozeman
My Commission expires 1-31-84

IN WITNESS WHEREOF, the undersigned has executed this Declaration of Protective Covenants relating to the real property described in EXHIBIT "A" this 2nd day of FEBRUARY, 1982.

William Heer
Joyce Heer

STATE OF MONTANA)
 : ss.
County of Park)

On this 2nd day of FEBRUARY, 1982, before me, the undersigned, a Notary Public for the State of Montana, personally appeared WILLIAM HEER and JOYCE HEER, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

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



Dorothy B. Sanderson
Notary Public for the State of Montana
Residing at 401 1/2 1st Ave. N.E.
My commission expires 12/16/84

IN WITNESS WHEREOF, the undersigned has executed this Declaration of Protective Covenants relating to the real property described in EXHIBIT "A" this 25 day of JAN, 1982.

Loann Counts

STATE OF MONTANA)
County of Park) ss.

On this 25th day of JAN, 1982, before me, the undersigned, a Notary Public for the State of Montana, personally appeared LOANN COUNTS, known to me to be the person whose name is 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 first above written.



Robert B. Linderman
Notary Public for the State of Montana
Residing at LIVINGSTON, MT.
My Commission expires 12/16/84

IN WITNESS WHEREOF, the undersigned has executed this Declaration of Protective Covenants relating to the real property described in EXHIBIT "A" this 18 day of Jan, 1982.

Joseph A. Fowler
Sandi J. Fowler

STATE OF MONTANA)
: ss.
County of Park)

On this 18 day of January, 1982, before me, the undersigned, a Notary Public for the State of Montana, personally appeared JOSEPH A. FOWLER and SANDI FOWLER, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

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

Cleaver J. King
Notary Public for the State of Montana
Residing at Harlem mt
My commission expires 1/21/83

POLL 38 PAGE 130

I, THOMAS BOYER, the undersigned, do hereby certify this
Declaration of Protective Covenant relating to the real property
described in Exhibit "A" this 11 day of JAN, 192.

Thomas M. Boyer

STATE OF WASHINGTON)
County of Snohomish) ss.

On this 11th day of January, 192, before me, the
undersigned, a Notary Public for the State of Washington,
personally appeared THOMAS BOYER, known to me to be the person
whose name is subscribed to the within instrument and ack-
nowledged 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 first above written.

William K. Stone
Notary Public for the State
of Washington
Residing at L. 12522 27th
My commission expires 11-30-25

IN WITNESS WHEREOF, the undersigned has executed this Declaration of Protective Covenants relating to the real property described in EXHIBIT "A" this 1st day of January, 1982.

Caroline S. Wing

STATE OF MONTANA)
: ss.
County of Park)

On this 1st day of January, 1982, before me, the undersigned, a Notary Public for the State of Montana, personally appeared CAROLINE S. WING, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same.

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

[Signature]
Notary Public for the State of Montana
Residing at Bozeman MT
My commission expires 1/31/84

IN WITNESS WHEREOF, the undersigned has executed this Declaration of Protective Covenants relating to the real property described in EXHIBIT "A" this 11th day of April, 1982.

David A. Aiello
X

Barbara J. Aiello
X

X

STATE OF MONTANA)
 : ss.
County of Park)

On this 11th day of April, 1982, before me, the undersigned, a Notary Public for the State of Montana, personally appeared DAVID A. AIELLO and BARBARA J. AIELLO, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

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

David A. Aiello
Notary Public for the State of Montana
Residing at Bozeman
My Commission expires 1-11-82

DESCRIPTION:

Township 6 South, Range 8 East, M.P.M., Park County, Montana.

Section 21: All, except a tract of land located in the NW 1/4 of Section 21, Township 6 South, Range 8 East, M.P.M., Park County, Montana, more particularly described as follows, to-wit:

Beginning at the section corner common to Sections 20, 21, 28, and 29 of the aforesaid Township and Range; thence N 14°34'45" E a distance of 3,816.04 feet to Corner No. 1, the true point of beginning, and from which the 1/4 section corner common to Sections 21 and 28 bears S 25°55'50" E a distance of 3,889.20 feet; thence N 76°06'40" W a distance of 323.81 feet to Corner No. 2; thence N 13°53'20" E a distance of 278.72 feet to Corner No. 3; thence S 76°06'40" E a distance of 323.81 feet to Corner No. 4; thence S 13°53'20" W a distance of 278.72 feet to the true point of beginning, as conveyed in Volume 115 of Deeds, Pages 386-387, records of Park County, Montana.

Section 28: N 1/2

Section 29: All, except the following:

Beginning at Corner No. 1 whence the corner common to Sections 20, 21, 28 and 29 of the aforesaid township and range bears N 21°44'50" E a distance of 2,212.74 feet; thence S 11°00'55" W a distance of 548.64 feet to Corner No. 2; thence S 10°21'53" E a distance of 468.90 feet to Corner No. 3; thence S 46°05'54" W a distance of 257.39 feet to Corner No. 4; thence N 50°24'45" W a distance of 82.89 feet to Corner No. 5; thence S 36°49'33" W a distance of 1,224.15 feet to Corner No. 6; thence S 23°43'03" W a distance of 864.21 feet to Corner No. 7; thence continuing S 23°43'03" W a distance of 191.45 feet to Corner No. 8 set on the northerly boundary of the Egyptian Placer, Mineral Survey No. 8838 whence the corner common to Sections 28, 29, 32 and 33 of the aforesaid township and range bears S 86°26'59" E a distance of 2,278.67 feet; the quarter-section corner common to the aforesaid Sections 29 and 32 bears S 68°36'29" W a distance of 377.58 feet and Corner No. 5 of the aforesaid Egyptian Placer bears N 87°25'30" E a distance of 124.94 feet; thence S 87°25'30" W along the northerly boundary of the aforesaid Egyptian Placer a distance of 383.13 feet to Corner No. 9 whence the corner common to Sections 29, 30, 31 and 32 of the aforesaid township and range bears S 87°28'42" W a distance of 2,596.22 feet, the quarter-section corner common to the aforesaid Sections 29 and 32 bears S 14°30'38" E a distance of 124.48 feet and Corner No. 4 of the aforesaid Egyptian Placer bears S 87°25'30" W a distance of 26.64 feet; thence N 00°53'41" W along the easterly boundary of a private road a distance of 14.55 feet to Corner No. 10; thence continuing along the aforesaid road on a curve to the right with a radius of 260.44 feet through a central angle of 23°51'53" a distance of 104.31 feet to Corner No. 11; thence continuing N 22°58'12" E a distance of 53.37 feet to Corner No. 12; thence continuing on a curve to the left with a radius of

(Continued)

DESCRIPTION - Continued

95.49 feet through a central angle of $38^{\circ}12'45''$ a distance of 70.36 feet to Corner No. 13; thence continuing along the aforesaid road $N 15^{\circ}14'33'' W$ a distance of 89.71 feet to a point set on the easterly right-of-way boundary of the county road at centerline Station P.O.C. 0+91.04; thence $N 58^{\circ}11'28'' W$ a distance of 30.00 feet to the aforesaid centerline Station P.O.C. 0+91.04; thence along a curve to the left with a radius of 168.52 feet through a central angle of $10^{\circ}51'26''$ a distance of 31.93 feet to Station P.T. 1+22.97; thence $N 20^{\circ}57'06'' E$ a distance of 707.53 feet to Station P.C. 8+30.50; thence along a curve to the right with a radius of 452.34 feet through a central angle of $10^{\circ}06'02''$ a distance of 79.74 feet to Station P.T. 9+10.24; thence $N 31^{\circ}03'08'' E$ a distance of 188.51 feet to Station P.C. 10+98.75; thence along a curve to the right with a radius of 2,864.79 feet through a central angle of $03^{\circ}57'48''$ a distance of 198.17 feet to Station P.T. 12+96.92; thence $N 35^{\circ}00'56'' E$ a distance of 145.58 feet to Station P.C. 14+42.50; thence along a curve to the left with a radius of 528.88 feet through a central angle of $24^{\circ}14'40''$ a distance of 223.79 feet to Station P.T. 16+66.29; thence $N 10^{\circ}46'16'' E$ a distance of 196.67 feet to Station P.C. 18+62.96; thence along a curve to the right with a radius of 545.67 feet through a central angle of $16^{\circ}36'29''$ a distance of 158.17 feet to Station P.T. 20+21.13; thence $N 27^{\circ}22'45'' E$ a distance of 56.73 feet to P.C. 20+77.86; thence along a curve to the left with a radius of 2,644.42 feet through a central angle of $03^{\circ}09'25''$ a distance of 145.71 feet to Station P.T. 22+23.57; thence $N 24^{\circ}13'20'' E$ a distance of 228.19 feet to Station P.C. 24+51.76; thence along a curve to the left with a radius of 781.31 feet through a central angle of $16^{\circ}17'34''$ a distance of 222.17 feet to P.T. 26+73.93; thence $N 07^{\circ}55'46'' E$ a distance of 206.68 feet to Station P.C. 28+80.61; thence along a curve to the right with a radius of 2,370.86 feet through a central angle of $06^{\circ}29'18''$ a distance of 268.48 feet to Station P.C. 31+49.09; thence continuing along a curve to the right with a radius of 736.14 feet through a central angle of $09^{\circ}32'42''$ a distance of 122.63 feet to Station P.T. 32+71.72; thence $N 23^{\circ}57'46'' E$ a distance of 80.31 feet to Station P.C. 33+52.03; thence along a curve to the right with a radius of 498.22 feet through a central angle of $27^{\circ}51'15''$ a distance of 242.21 feet to Station P.T. 35+94.24; thence $N 51^{\circ}49'01'' E$ a distance of 32.47 feet to Station P.O.T. 36+26.71; thence $S 45^{\circ}53'59'' E$ a distance of 30.27 feet to a point on the easterly right-of-way of the aforesaid county road identified as centerline Station P.O.T. 36+30.78; thence continuing $S 45^{\circ}53'59'' E$ a distance of 624.59 feet to Reference Point No. 1; thence continuing $S 45^{\circ}53'59'' E$ a distance of 59.47 feet to Corner No. 1, the point of beginning; EXCEPTING THEREFROM a strip of land for a county road right-of-way, being 30 feet wide and lying easterly of the centerline of the county road described hereinabove, between Stations P.O.C. 0+91.04 and P.O.T. 36+26.71; as conveyed in Roll 4, Pages 267-270, records of Park County, Montana.

(Continued)

DESCRIPTION - Continued

FURTHER EXCEPTING THEREFROM "A tract of land in the NW 1/4 of Section 32 and the S 1/2 of Section 29, T6S, R8E, M.P.M., Park County, Montana.

The point of beginning is corner 4 of MS 8838 (The Egyptian Placer), which is a set granite stone, as described in the record notes. From this point, a brass cap marking the 1/4 corner common to Sections 29 and 32 is S 25° 51' E a distance of 132.58 feet. Thence N 87° 26' E along the northerly boundary of MS 8838, a distance of 26.64 feet to a point. Thence N 0° 54' W along the westerly boundary of Plat 648, a distance of 14.55 feet to a point. Thence northeasterly along the westerly boundary of Plat 648, a distance of 104.31 feet to a point. This course is a curve (R: 250.44), the chord of which is N 11° 02' E a distance of 100.56 feet. Thence N 22° 58' E along the westerly boundary of Plat 648, a distance of 53.37 feet to a point. Thence northerly along the westerly boundary of Plat 648, a distance of 70.36 feet to a point. This course is a curve (R: 105.49), the chord of which is N 3° 51' E a distance of 69.06 feet. Thence N 15° 15' W along the westerly boundary of Plat 648, a distance of 89.71 feet to a point on the southeasterly right-of-way boundary of the county road. Thence N 58° 11' W along the westerly boundary of Plat 648, a distance of 30.00 feet to a point on the centerline of the county road. Thence S 40° 46' W along the centerline of the county road, a distance of 63.10 feet to a point. Thence S 60° 14' W along the centerline of the county road, a distance of 300.52 feet to a point. Thence S 6° 49' E a distance of 1239.35 feet to a point on the northwesterly boundary of MS 8838. This course is monumented with two survey Kaps set as line monuments, 97.82 feet and 1065.47 feet S 6° 49' E from the above-mentioned point on the centerline of the county road. This course was determined by the general trend of the fence shown on the face of this certificate. Thence N 35° 57' E along the northwesterly boundary of MS 8838, a distance of 196.65 feet to Corner 3 of MS 8838, which is a set stone, properly marked. Thence N 1° 02' 30" E along the westerly boundary of MS 8838, a distance of 930.75 feet to the point of beginning," as conveyed in Roll 13, Pages 1163-1165, records of Park County, Montana.

State of Montana
County of Park

Filed for record this 23rd day of February, A.D. 1932, at 3:54
o'clock P.M. Recorded in Roll 38 of _____, page 122-135

Margaret M. Munnell

County Clerk & Recorder

By: Katherine M. Lewis
Deputy

Recording Fee \$31.00

Deed of No 168869

Return to American Land

318 346, 444, 468

Pathe Co.
New York, N.Y.
57047