

REALTY NORTHWEST

WWW.REALTY-NORTHWEST.COM | 1013 MAIN STREET | THOMPSON FALLS, MT 59873 | 406-827-9827

\$1,895,000

MLS #21608525

72 Little Trout Creek, Trout Creek, 59874



Additional Documents: [Flyer](#)

Contact: Lisa Hampton at (406) 396-2527 or lisa@realty-northwest.com

Remarks: Rare Trout Creek Gem now offered for sale. If you are seeking peace, privacy, and wildlife this is your dream property. 411+- acres surrounded on 3 sides by National Forest Service. Little Trout Creek meanders through this property. Approx. 60 acres of pasture and a mix of timber and aspen thrive on the remainder. The Montana style home is over 3000 sq. ft. with a massive rock fireplace and wrap around deck. large shop, garden and greenhouse for all your gardening needs. a bonus guest cabin sits in its own little meadow with a pond, well and septic. Elk, Deer, Moose, Bear, Turkey are just a few of the species of wildlife that call this property home. This truly is a magical place to call home.

Status: Active

Zoning: No

Trees: Meadow/Tree Mix

Short Sale: No

Utilities: Electric,High Speed Internet,Septic System,Telephone,Well

Fencing: Partial,Smooth Wire

Year Built: 1992

Bedrooms: 2

Views: Mountains,Trees

Documents on File: Legal Description,Plat Map/Survey,Sellers Prop. Disc.,Water Rights Cert.,Well Log

Bathrooms: 4.00

Waterfront: Stream/Creek(s)

Foundation: Poured Concrete

Total Sq Ft: 3263.00

Adjacent Owners: Forest Service,Private

Roof: Metal

Survey: yes

BASEMENT: Full,Walkout

Siding: Cedar

Pins Located: yes

Interior Features: Fireplace

Garage:

2.00
Attached

Outbuildings: Guest Quarters,Shop

Exterior Features: Deck

Appliances Incl in Sale:

Dishwasher,Dryer,Microwave,Range,Refrigerator,Washer,Woodstove

Taxes: 2399.39

City: Trout Creek

Ranch: yes

Acres (lot size): 411.15

State: Montana

Road Surface: Gravel

Listing Agent: Lisa Hampton, **Listing Office:** Realty Northwest, 1013 Main St, P O Box 1805, Thompson Falls, MT 59873

The foregoing material was abstracted from the Montana Regional Multiple Listing Service and does not contain all of the information available at the source site. Please request further information when considering these properties. Properties listed by brokerage firms other than Realty Northwest are marked with MOR MLS Share. All information is deemed reliable but not guaranteed and should be independently verified. All properties are subject to prior sale, change, or withdrawal. Neither listing broker(s) nor Realty Northwest shall be responsible for any typographical errors, misinformation, misprints, and shall be held harmless. Information last updated 6am PST today.

REALTY NORTHWEST

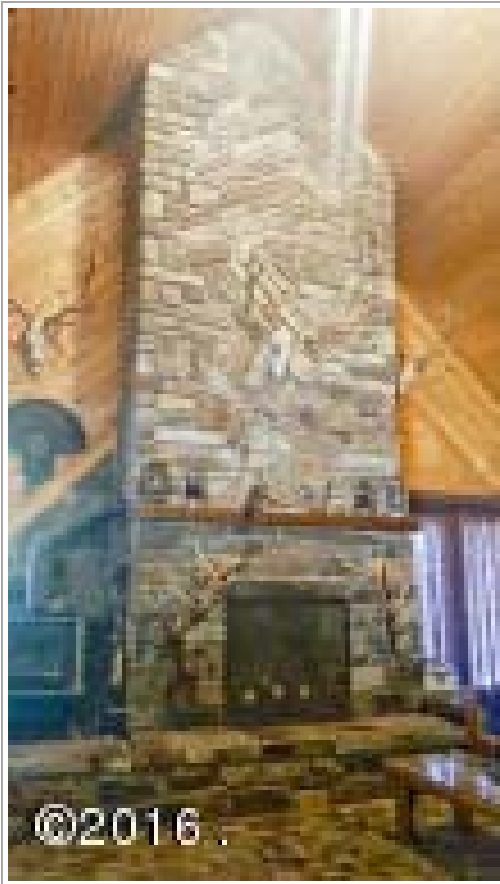
WWW.REALTY-NORTHWEST.COM | 1013 MAIN STREET | THOMPSON FALLS, MT 59873 | 406-827-9827



The foregoing material was abstracted from the Montana Regional Multiple Listing Service and does not contain all of the information available at the source site. Please request further information when considering these properties. Properties listed by brokerage firms other than Realty Northwest are marked with MOR MLS Share. All information is deemed reliable but not guaranteed and should be independently verified. All properties are subject to prior sale, change, or withdrawal. Neither listing broker(s) nor Realty Northwest shall be responsible for any typographical errors, misinformation, misprints, and shall be held harmless. Information last updated 6am PST today.

REALTY NORTHWEST

WWW.REALTY-NORTHWEST.COM | 1013 MAIN STREET | THOMPSON FALLS, MT 59873 | 406-827-9827



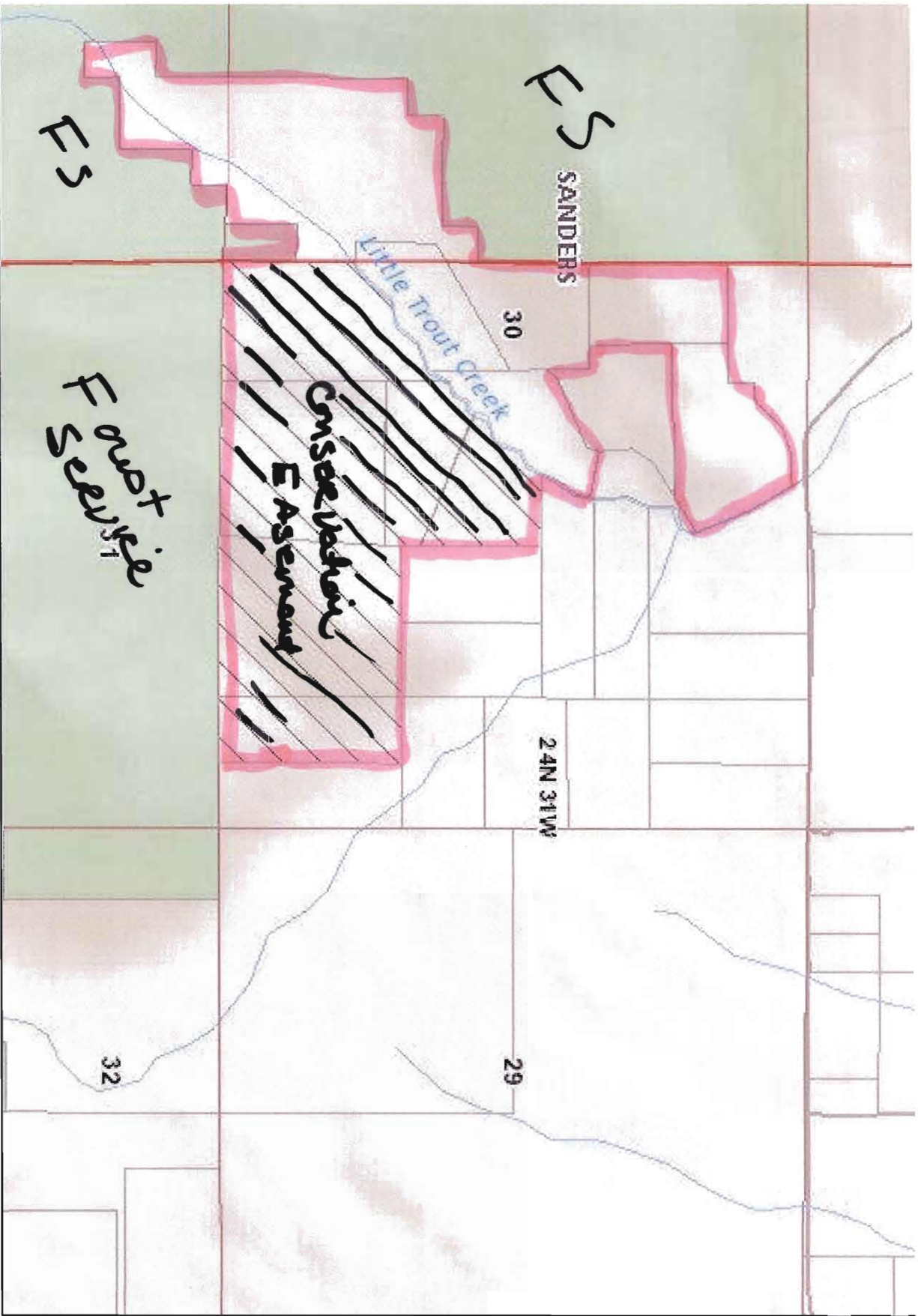
The foregoing material was abstracted from the Montana Regional Multiple Listing Service and does not contain all of the information available at the source site. Please request further information when considering these properties. Properties listed by brokerage firms other than Realty Northwest are marked with MOR MLS Share. All information is deemed reliable but not guaranteed and should be independently verified. All properties are subject to prior sale, change, or withdrawal. Neither listing broker(s) nor Realty Northwest shall be responsible for any typographical errors, misinformation, misprints, and shall be held harmless. Information last updated 6am PST today.

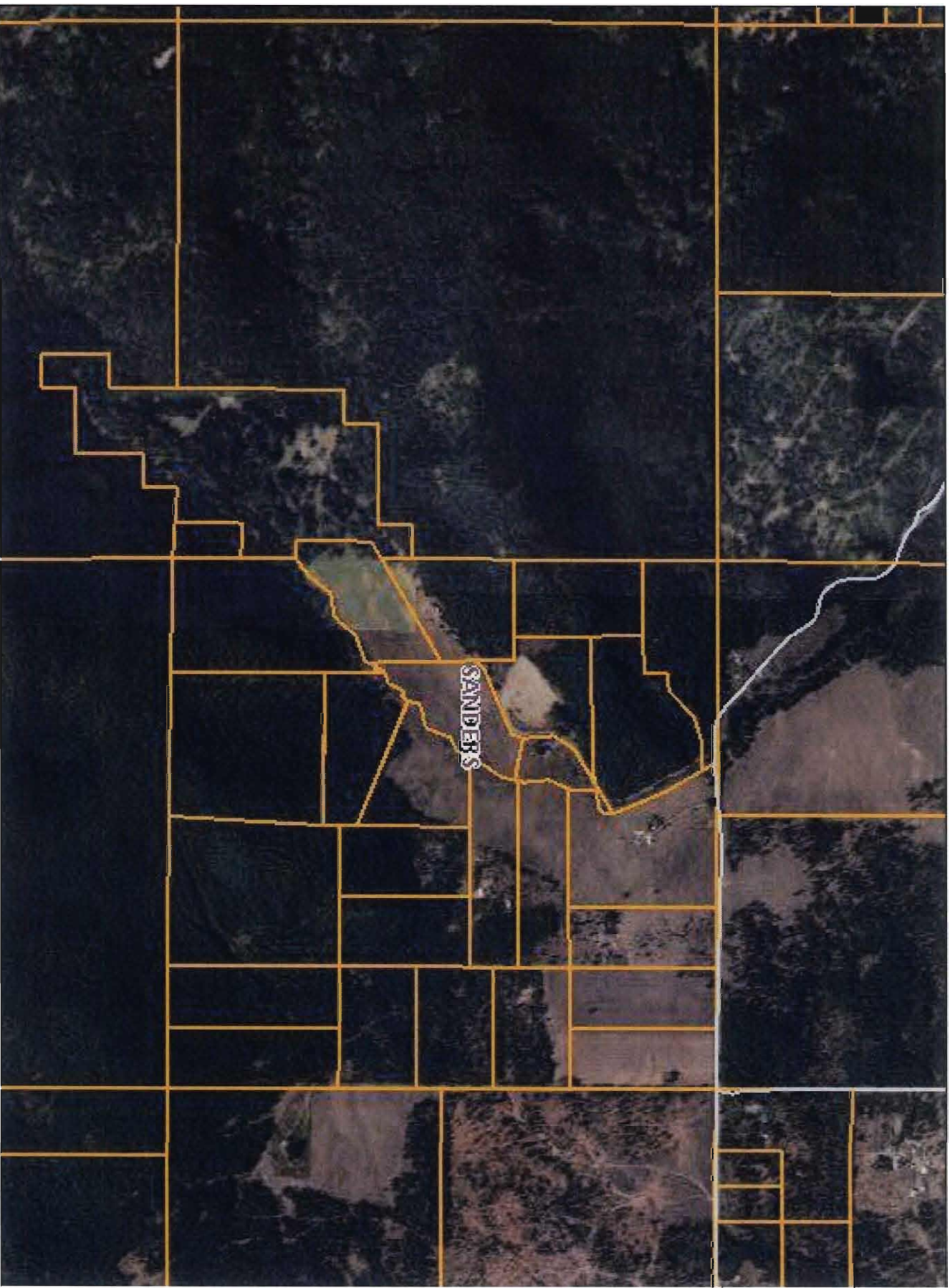
REALTY NORTHWEST

WWW.REALTY-NORTHWEST.COM | 1013 MAIN STREET | THOMPSON FALLS, MT 59873 | 406-827-9827



The foregoing material was abstracted from the Montana Regional Multiple Listing Service and does not contain all of the information available at the source site. Please request further information when considering these properties. Properties listed by brokerage firms other than Realty Northwest are marked with MOR MLS Share. All information is deemed reliable but not guaranteed and should be independently verified. All properties are subject to prior sale, change, or withdrawal. Neither listing broker(s) nor Realty Northwest shall be responsible for any typographical errors, misinformation, misprints, and shall be held harmless. Information last updated 6am PST today.





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: 76N 85720-00 GROUND WATER CERTIFICATE
Version: 1 -- ORIGINAL RIGHT
Version Status: ACTIVE

Owners:

TROUT CREEK, MT 59874

Priority Date: APRIL 28, 1993 at 11:41 A.M.
Enforceable Priority Date: APRIL 28, 1993 at 11:41 A.M.

Purpose (use): DOMESTIC
LAWN AND GARDEN
STOCK

Maximum Flow Rate: 10.00 GPM

Maximum Volume: 6.10 AC-FT

Maximum Acres: 2.00

Source Name: GROUNDWATER
Source Type: GROUNDWATER

Point 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		NWNWSW	30	24N	31W	SANDERS

Period of Diversion: JANUARY 1 TO DECEMBER 31
Diversion Means: WELL
Subdivision: COUGAR MEADOW TRACTS TRACT/LOT: P
Well Depth: 365.00 FEET
Static Water Level: 235.00 FEET
Casing Diameter: 4.56 INCHES

Purpose (Use): DOMESTIC
Households: 1
Volume: 1.00 AC-FT
Period of Use: JANUARY 1 to DECEMBER 31

Place of Use:

<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			NWNWSW	30	24N	31W	SANDERS
Subdivision:		COUGAR MEADOW TRACTS TRACT/LOT P					

Purpose (Use): LAWN AND GARDEN
Volume: 5.00 AC-FT
Period of Use: APRIL 1 to NOVEMBER 1

Place of Use:

<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	2.00		NWNWSW	30	24N	31W	SANDERS
Subdivision:		COUGAR MEADOW TRACTS TRACT/LOT P					
Total:		2.00					

Purpose (Use): STOCK
Volume: 0.10 AC-FT
Period of Use: JANUARY 1 to DECEMBER 31

Place of Use:

<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			NWNWSW	30	24N	31W	SANDERS
Subdivision:		COUGAR MEADOW TRACTS TRACT/LOT P					

Geocodes/Valid: 35-3457-30-2-01-01-0000 - Y

Remarks:

OWNERSHIP UPDATE RECEIVED

OWNERSHIP UPDATE TYPE 608 # 21015 RECEIVED 05/02/2005.

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: 76N 46940-00 STATEMENT OF CLAIM
Version: 1 -- ORIGINAL RIGHT
Version Status: ACTIVE

Owners:

TROUT CREEK, MT 59874

Priority Date: JULY 6, 1918

Enforceable Priority Date: JULY 6, 1918

Type of Historical Right: FILED

Purpose (use): IRRIGATION

Irrigation Type: FLOOD

Maximum Flow Rate: 120.00 GPM

Maximum Volume: 32.00 AC-FT

Climatic Area: 3 - MODERATE

Maximum Acres: 16.00

Source Name: LITTLE TROUT CREEK

Source Type: SURFACE WATER

Point of Diversion and Means of Diversion:

<u>ID</u>	<u>Govt Lot</u>	<u>Qtr</u>	<u>Sec</u>	<u>Sec</u>	<u>Twp</u>	<u>Rge</u>	<u>County</u>
1		SE	SE	SE	25	24N 32W	SANDERS

Period of Diversion: MAY 1 TO JULY 4

Diversion Means: HEADGATE

Period of Use: MAY 1 to JULY 4

Place of Use:

<u>ID</u>	<u>Acres</u>	<u>Govt Lot</u>	<u>Qtr</u>	<u>Sec</u>	<u>Sec</u>	<u>Twp</u>	<u>Rge</u>	<u>County</u>
1	3.00		NW	SE	SE	25 24N 32W	SANDERS	
2	5.00		SE	NE	SE	25 24N 32W	SANDERS	
3	6.00		SW	NE	SE	25 24N 32W	SANDERS	
4	2.00		NE	SW	SE	25 24N 32W	SANDERS	
Total:	16.00							

Geocodes/Valid: 35-3456-25-4-01-10-0000 - Y

Remarks:

STARTING IN 2008, PERIOD OF DIVERSION WAS ADDED TO MOST CLAIM ABSTRACTS, INCLUDING THIS ONE.

NOTICE OF WATER RIGHT TRANSFER RECEIVED 09/17/90.

NOTICE OF WATER RIGHT OWNERSHIP UPDATE RECEIVED 07/28/99.

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: 76N 91080-00 GROUND WATER CERTIFICATE
Version: 1 -- ORIGINAL RIGHT
Version Status: ACTIVE

Owners:

TROUT CREEK, MT 59874

Priority Date: AUGUST 29, 1994 at 01:44 P.M.

Enforceable Priority Date: AUGUST 29, 1994 at 01:44 P.M.

Purpose (use): DOMESTIC
STOCK

Maximum Flow Rate: 10.00 GPM

Maximum Volume: 1.16 AC-FT

Source Name: GROUNDWATER

Source Type: GROUNDWATER

Point 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		SWNESE	25	24N	32W	SANDERS

Period of Diversion: MAY 1 TO OCTOBER 31

Diversion Means: WELL

Well Depth: 203.00 FEET

Static Water Level: 50.00 FEET

Casing Diameter: 6.63 INCHES

Purpose (Use): DOMESTIC

Households: 1

Volume: 1.13 AC-FT

Period of Use: MAY 1 to OCTOBER 31

Place of Use:

<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			SENWSE	25	24N	32W	SANDERS

Purpose (Use): STOCK

Volume: 0.03 AC-FT

Period of Use: MAY 1 to OCTOBER 31

Place of Use:

<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			S2N2SE	25	24N	32W	SANDERS

Geocodes/Valid: 35-3456-25-4-01-10-0000 - Y

Remarks:

OWNERSHIP UPDATE RECEIVED

NOTICE OF WATER RIGHT OWNERSHIP UPDATE RECEIVED 07/28/99.

DECLARATION OF CONDITIONS, COVENANTS AND RESTRICTIONS

DECLARATION made by Owners and Contract Purchasers of land in Section 30, Township 24 North, Range 31 West, Sanders County, Montana.

WHEREAS Declarant Jack C. Wilkinson and William B. Derr are the contract purchasers of Section 30, Township 24 North, Range 31 West, Sanders County, Montana; and

WHEREAS after entering into said contract purchase agreement William B. Derr died and Declarant Linda Derr at the time of her execution of this Declaration the duly appointed and acting foreign domiciliary personal representative of the estate of William B. Derr in the State of Montana which consists of his contract purchaser's interest in said Section 30; and

WHEREAS Declarants Jack C. Wilkinson and Linda Derr as personal representative of the estate of William B. Derr are the contract sellers of tracts of land within Section 30 to third parties;

WHEREAS the Declarants Jack C. Wilkinson and Linda Derr together with those contract purchasers of land within Section 30, Township 24 North, Range 31 West, M.P.M., Sanders County, Montana, who shall become signators to this agreement desire to impose covenants, conditions and restrictions on the uses of lands and the activities conducted thereon for the benefit of the present and future contract purchasers and owners of affected lands in Section 30, Township 24 North, Range 31 West;

NOW, THEREFORE, the Declarants do hereby declare that the property hereinafter described is now and shall hereinafter be sold and conveyed subject to the following restrictions, covenants and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the real property. These covenants, restrictions and conditions shall run with the real property and shall be binding on all parties having or acquiring any right, title or interest in the property hereinafter described or any part thereof, and shall inure to the benefit of each owner thereof.

SECTION 1. PROPERTY AFFECTED BY DECLARATION

The property which shall be subject to this declaration of conditions, covenants and restrictions shall be all of that property in Section 30, Township 24 North, Range 31 West, Sanders County, Montana, which does not appear of record in the office of the Clerk and Recorder of Sanders County to have been resold by Declarants Jack C. Wilkinson and Linda Derr as of the date of their execution of this declaration. This declaration shall further be effective as to all lands within Section 30, Township 24 North, Range 31 West, which have been sold or conveyed by contract or otherwise before the date of the execution of this declaration by Declarants Jack C. Wilkinson and Linda Derr, upon the recording of a copy of this declaration executed by the purchasers of such property or their assigns or successors in interest. If any person who purchased on contract from Jack C. Wilkinson or Linda Derr before their execution of this declaration

or the successor in interest in such purchaser, shall default in the performance of the contract for purchase from Jack C. Wilkinson and Linda Derr and the interest of such purchaser shall be foreclosed and title reinvested in Jack C. Wilkinson and Linda Derr for their successors in interest, then the property which was the subject of the defaulted contract shall be subject to these covenants regardless of whether the contract purchaser had previously executed a copy of this declaration.

The failure of any owner or contract purchaser of lands in Section 30, Township 24 North, Range 31 West, Sanders County, Montana, to execute and have recorded a copy of this declaration shall not affect the enforceability of this declaration between and among all of those declarants who do execute and record a copy.

SECTION 2. BUILDING AND USE RESTRICTIONS

1. No residence shall be constructed upon the premises which shall have main floor square footage of less than 600 square feet, excluding porches and garages, computed by outside measurement.

2. No residential structure shall be moved upon the premises as a partially or wholly furnished unit which is of a type of construction commonly known as a mobile home, trailer, or double-wide mobile home which shall have a substantial amount of its exterior, excluding roofs, covered with metal siding. It is the intent of this provision to distinguish trailers, mobile homes and double-wide trailers or mobile homes which are not permitted, from modular homes having design and construction standards substantially equivalent to on-site construction in accordance with state building and electrical codes, and sided with materials other than metal, which shall be permitted. This provision shall not prohibit the storage on the premises of travel trailers and recreational vehicles capable of residential use, provided that such vehicle shall not be used as a primary residence, nor shall this provision prohibit the use on the premises of travel trailers and recreational vehicles for recreational and not primary residential uses.

3. Any construction of a residence, buildings, barns, stables, and other outbuildings shall be completed as to outside finish including painting within one (1) year from the date construction is begun.

4. There shall not be erected on any part of the property subject to these covenants any building in which shall be carried on any business offensive, noxious or detrimental to the use of the land in the vicinity of the premise of where private residences, nor shall any part of the premises be used for any purposes that, as a matter of common experience, tend to create a nuisance. Activities prohibited hereunder included, but are not limited to, the maintenance of any slaughter house, commercial lumber mill (which shall not restrict cutting and milling of timber on the premises for use on the premises), paper mill, feed lot, motor vehicle storage or wrecking facility, or any commercial or industrial use which shall emit or produce air pollutants or noise at levels which shall be detrimental to the use of other property in the vicinity for private residences, provided, however, that the private or commercial operation of a gravel pit on that 20.41 acre parcel designated as "R" on Certificate of Survey No. 475 recorded in the office of the Sanders County Clerk and Recorder shall not be considered as a nuisance or to be otherwise prohibited under

these covenants and restrictions so long as the operation of said gravel pit is conducted during regular business hours with properly muffled equipment and so long as the operator shall perform reasonable measures to limit dust creation during the dry weather if more than twenty loads of gravel per day are transported from the gravel pit.

5. No parcel of land purchased from Jack C. Wilkinson and Linda Derr by any person or entity shall be divided or subdivided for a period of three (3) years from the date of sale by Declarants Jack C. Wilkinson except with the consent of Jack C. Wilkinson and Linda Derr or their successors, or their personal representatives or assigns, as distinguished from Purchasers of tracts of land from Jack C. Wilkinson and Linda Derr. The property being purchased on contract or owned by Jack C. Wilkinson and Linda Derr at the time of their execution of this agreement shall likewise, for a period of three (3) years from the date of their execution of this agreement, not be divided into parcels of land less than twenty (20) acres in size without the consent of any adjoining landowners whose land is subject to these covenants except, however, that one such parcel less than twenty acres may be created without adjoining landowner consent.

6. No overhead electrical power lines or transmission lines or telephone service lines shall be placed on any affected property if underground power and telephone service is available at the time of the initial placement or replacement of lines except that temporary electrical and telephone service overhead lines may be used for a period of one year after the initial request for service. The owners of property shall cooperate in encouraging utilities to use underground service where possible. The declarants hereby disclose that this covenant may not be enforceable with respect to unrestricted utility easements created before the recording of this instrument on affected properties.

7. The foregoing covenants and restrictions may not be changed for a period of five (5) years after the date of execution of the document creating them except by agreement of the owners of seventy-five percent (75%) of the affected lands and the developers of the affected property who are Jack C. Wilkinson and Linda Derr, the personal representative of the estate of William B. Derr, or the heirs, assigns, personal representatives or heirs to said estate upon its distribution, as distinguished from Purchasers from individual lots from the developers.

Five (5) years or more after the date of this declaration any covenants contained herein may be altered or amended with the consent of sixty percent (60%) of the owners of the lands which are subject to the terms and conditions of these covenants.

SECTION 3. TERM OF DECLARATION

The provisions of this Declaration shall run with the land and be binding for a term of twenty (20) years from the date of this Declaration after which time the Declaration shall automatically be extended for successive periods of ten (10) years each unless there shall be recorded an instrument terminating the effect of the Declaration of Conditions, Covenants and Restrictions signed by the owners of sixty percent (60%) of the lands which are the subject of this Declaration.

As used in this Declaration, the term "owner" shall mean every person or entity which is a record owner of a fee interest in any lot which is subject to the declaration. Record owners who have sold any

portion of the affected real property under a contract notice, of which is recorded shall not be considered owners while the purchaser of such lands under contract shall be considered the owner for all purposes herein. Persons or entities having an interest in affected property merely as security for the performance of an obligation are not considered owners.

SECTION 4. ENFORCEMENT

The Declaration or any owner shall have the right to enforce by any proceeding at law or in equity all restrictions, conditions, covenants and reservations now or hereinafter imposed pursuant to the provisions of this Declaration. The failure of any Declarants to enforce any covenant or restriction herein contained shall not be deemed a waiver of the right to do so thereafter. No Declarant shall have a duty to take affirmative action to enforce any restrictive covenant nor shall they be subject to any liability for their failure to act.

If any person entitled to do so shall bring formal legal action to enforce any provision of this Agreement, the prevailing party to such action shall be entitled to recover from the other party reasonable attorneys' fees and costs of the action.

SECTION 5. SEVERABILITY

Invalidation any one of these covenants or restrictions by judgment or court order shall in no way affect the remaining provisions which shall remain in full force and effect and in particular the invalidation of any separate paragraph of the provisions relating to building restrictions shall in no way affect the enforceability of any other subparagraph.

SECTION 6. EXECUTION OF DOCUMENT IN COUNTERPART

This document may be executed in counterpart with the effect that if separate but identical copies of this agreement are signed by various parties hereto, the document shall be given full force and effect upon the signature by all parties of at least one (1) copy of the document which is recorded in the office of the Clerk and Recorder of Sanders County.

IN WITNESS WHEREOF, the undersigned Declarants have executed this document on the year and date appearing opposite their respective signatures, and the effective date of this Agreement with respect to any signator shall be the date of that signator's execution of this Agreement.

5-28-81
Date



5-30-81
Date

Linda L. Durr

Date _____ James W. Berry

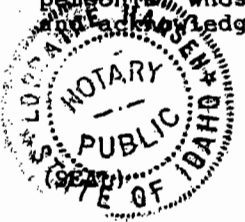
Date _____

Date _____

Date _____

STATE OF Idaho)
County of Banner) ss.

On this 3rd day of June, 1981, before me, a Notary Public for the above State, personally appeared Jack Williamson + Andrew Hill known to me 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.



Lorraine Hansen
Notary Public - State of Idaho
Residing at Sandpoint
My Commission expires Sept

STATE OF Idaho)
County of Banner) ss.

On this 3rd day of June, 1981, before me, a Notary Public for the above State, personally appeared James Berry known to me 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.



Lorraine Hansen
Notary Public - State of Idaho
Residing at Sandpoint
My Commission expires Sept

159161

INDEXED
5

Filed for Record 29 day of Sept 1981 at 10:15
By Dispy Vanght
For 10.00