

OWNER'S PROPERTY DISCLOSURE STATEMENT (LAND)  
MONTANA ASSOCIATION OF REALTORS® STANDARD FORM



1 Date: April 9, 2025

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3 The undersigned Owner is the owner of certain real property located at NHN Scenic Dr  
4 \_\_\_\_\_, in the City of Condon  
5 County of Missoula, Montana, which real property is legally described as:  
6 S18, T20 N, R16 W, C.O.S. 6294, PARCEL 1, IN W2  
7 \_\_\_\_\_  
8 \_\_\_\_\_  
9 \_\_\_\_\_

10 (hereafter the "Property"). Owner executes this Disclosure Statement to disclose to prospective buyers all adverse  
11 material facts which concern the Property. Montana law defines an adverse material fact as a fact that should be  
12 recognized as being of enough significance as to affect a person's decision to enter into a contract to buy or sell real  
13 property and may be a fact that materially affects the value of the Property, that affects the structural integrity of the  
14 Property, or that presents a documented health risk to occupants of the Property.

15  
16 **OWNER'S DISCLOSURE**

17  
18  Owner has never been to the Property.  
19  Owner has not been to the Property since 4/8/2025 (date).  
20

21 The Owner declares that the Owner has prepared this Disclosure Statement and any attachments thereto based on  
22 any adverse material facts known to the Owner. Owner hereby authorizes providing a copy of this Statement to any  
23 person or entity in connection with any actual or anticipated sale of the Property. Owner further agrees to indemnify  
24 and hold any and all real estate agents involved, directly or indirectly, in the purchase and sale of the Property,  
25 harmless from all claims for damages based upon the disclosures made in this Disclosure Statement along with the  
26 failure of the Owner to disclose any adverse material facts known to the Owner.  
27

28 This information is a disclosure by the Owner of known adverse material facts concerning the Property as of the  
29 above date. **It is not a warranty or representation of any kind by the Owner and it is not a contract between**  
30 **Owner and buyer. This disclosure statement is not a substitute for any inspections the buyer may wish to**  
31 **obtain.**

32 Please describe any adverse material facts concerning the items listed, or other components, fixtures or matters.

33 Easements (written or unwritten): NA  
34 \_\_\_\_\_  
35 \_\_\_\_\_  
36 \_\_\_\_\_  
37 \_\_\_\_\_  
38 \_\_\_\_\_

39 Boundaries or property lines: NA  
40 \_\_\_\_\_  
41 \_\_\_\_\_  
42 \_\_\_\_\_

43 Encroachments or similar matters that may affect your interest in the subject Property including but not  
44 limited to buildings, fences, etc.: NA  
45 \_\_\_\_\_  
46 \_\_\_\_\_  
47 \_\_\_\_\_

48 Access to or Ownership of the Property – Matters affecting access to or from the Property, legal ownership or title to  
49 the Property, or the Seller's ability to transfer the Property:  
50 NA  
51 \_\_\_\_\_

[Signature]  
Buyer's or Lessee's Initials

[Signature]  
Owner's Initials

52 Settling, slippage, standing water, drainage, sliding or other soil problems on the Property or in the immediate area:  
 53 NA  
 54 \_\_\_\_\_  
 55 \_\_\_\_\_  
 56 Flooding, drainage or grading problems:  
 57 NA  
 58 \_\_\_\_\_  
 59 \_\_\_\_\_  
 60 Location of the Property in a flood plain, shoreline master plan, wetland or other environmentally sensitive area or  
 61 work conducted by Seller in or around any natural bodies of water:  
 62 NA  
 63 \_\_\_\_\_  
 64 \_\_\_\_\_  
 65 a. Water rights and private wells:  
 66 NA  
 67 \_\_\_\_\_  
 68 \_\_\_\_\_  
 69 b. Public or Community water systems:  
 70 NA  
 71 \_\_\_\_\_  
 72 \_\_\_\_\_  
 73 Restrictive Covenants and Deed restrictions:  
 74 NA  
 75 \_\_\_\_\_  
 76 \_\_\_\_\_  
 77 Septic system approval or existing septic system:  
 78 NA  
 79 \_\_\_\_\_  
 80 \_\_\_\_\_  
 81 Major damage to the Property from fire, earthquakes, floods, slides, etc.:  
 82 NA  
 83 \_\_\_\_\_  
 84 \_\_\_\_\_  
 85 Zoning or Historic District violations, non-conforming uses:  
 86 NA  
 87 \_\_\_\_\_  
 88 \_\_\_\_\_  
 89 Neighborhood noise problems or other nuisances:  
 90 NA  
 91 \_\_\_\_\_  
 92 \_\_\_\_\_  
 93 Property Owner's association obligations (dues, lawsuits, transfer fees, initiation fees, etc.):  
 94 NA  
 95 \_\_\_\_\_  
 96 \_\_\_\_\_  
 97 Notice of abatement or citations against the Property:  
 98 NA  
 99 \_\_\_\_\_  
 100 \_\_\_\_\_  
 101 Lawsuits or legal proceedings (including foreclosures and bankruptcies) affecting or threatening the Property:  
 102 NA  
 103 \_\_\_\_\_  
 104 \_\_\_\_\_  
 105 Waste dump or disposal or landfill or gravel pit or commercial use in the vicinity of the Property, existing or proposed,  
 106 which may cause smoke, smell, noise or other nuisance, annoyance or pollution, any hazardous materials or pest  
 107 infestations located on the Property or in the immediate area:  
 108 NA

\_\_\_\_\_  
 Buyer's or Lessee's Initials

RD  
 Owner's Initials

109 Street or utility improvement planned that may affect or be assessed against the Property:  
 110 NA  
 111 \_\_\_\_\_  
 112 \_\_\_\_\_  
 113 Known information concerning utility connections:  
 114 NA  
 115 \_\_\_\_\_  
 116 \_\_\_\_\_  
 117 Zoning or land use change planned or being considered by the city or county:  
 118 NA  
 119 \_\_\_\_\_  
 120 \_\_\_\_\_  
 121 Proposed increase in tax assessment value or property owner's association dues for the Property:  
 122 NA  
 123 \_\_\_\_\_  
 124 \_\_\_\_\_  
 125 Underground storage tanks or class II injection wells:  
 126 NA  
 127 \_\_\_\_\_  
 128 \_\_\_\_\_  
 129 Property leases including post-closing short-term rental obligations, crop share agreements, mineral leases or  
 130 reservations:  
 131 NA  
 132 \_\_\_\_\_  
 133 \_\_\_\_\_  
 134 Conservation Easements (existing or proposed):  
 135 NA  
 136 \_\_\_\_\_  
 137 \_\_\_\_\_  
 138 Landfill (compacted or otherwise) on the Property or any portion thereof:  
 139 NA  
 140 \_\_\_\_\_  
 141 \_\_\_\_\_  
 142 Environmental issues affecting the Property including whether the Property has been tested or treated for the  
 143 presence of fuel or chemical storage tanks, asbestos, or contaminated soil or water:  
 144 NA  
 145 \_\_\_\_\_  
 146 \_\_\_\_\_  
 147 Pests, rodents:  
 148 NA  
 149 \_\_\_\_\_  
 150 \_\_\_\_\_  
 151 Noxious Weeds:  
 152 NA  
 153 \_\_\_\_\_  
 154 \_\_\_\_\_  
 155 Airport affected area:  
 156 NA  
 157 \_\_\_\_\_  
 158 \_\_\_\_\_  
 159 Other matters as set forth below including environmental issues, structural system issues, mechanical issues, legal  
 160 issues, physical issues, or others not listed above of which the Seller has actual knowledge concerning the Property.  
 161 NA  
 162 \_\_\_\_\_  
 163 \_\_\_\_\_  
 164 \_\_\_\_\_

\_\_\_\_\_  
 Buyer's or Lessee's Initials

NO  
 Owner's Initials

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207 Owner certifies that the information herein is true, correct and complete to the best of the Owner's knowledge and  
208 belief as of the date signed by Owner

209  
210 Owner David B Dickey (Trustee) Date 4/10/25

211 The Dickey Family Trust  
212 Owner \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
Buyer's or Lessee's Initials

DL  
Owner's Initials  
NHN Scenic Dr

**BUYER'S ACKNOWLEDGEMENT**

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Subject Property Address: **NHN Scenic Dr, Condon, MT 59826**

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Buyer(s) understand that the foregoing disclosure statement sets forth any adverse material facts concerning the Property that are known to the Owner. **The disclosure statement does not provide any representations or warranties concerning the Property, nor does the fact this disclosure statement fails to note an adverse material fact concerning a particular feature, fixture or element imply that the same is free of defects.**

Buyer(s) is/are encouraged to obtain professional advice, inspections or both of the Property and to provide for appropriate provisions in a contract between buyer(s) and owner(s) with respect to any advice, inspections or defects. **Buyer(s) are not relying upon this property disclosure statement for buyer(s)' determination of the overall condition of the Property in lieu of other inspections, reports or advice.**

I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS STATEMENT.

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Buyer's/Lessee's Signature

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Date

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Buyer's/Lessee's Signature

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Date

**NOTE:** Unless otherwise expressly stated the term "days" means calendar days and not business days. Business days are defined as all days except Sundays and Montana or federal holidays.