



MONTANA ASSOCIATION OF REALTORS® PROPERTY DISCLOSURE STATEMENT (LAND)



1 Date: 07/19/2021

2

3 Property: 300 McCaffery Lane Bigfork MT 59911

4 Seller(s): Elinda K Jungers

5 Seller Agent: Kevin Wetherell

6



7 Concerning adverse material facts, Montana law provides that a seller agent is obligated to:

- 8
- 9 • disclose to a buyer or the buyer agent any adverse material facts that concern the property and that are known
- 10 to the seller agent, except that the seller agent is not required to inspect the property or verify any statements
- 11 made by the seller; and
- 12 • disclose to a buyer or the buyer agent when the seller agent has no personal knowledge of the veracity of
- 13 information regarding adverse material facts that concern the property.
- 14

15 The Seller Agent identified above is providing the attached Owner's Property Disclosure Statement (Land) that has
16 been completed and signed by the Seller(s), if one has been made available to the Seller Agent by the Seller(s).
17 Regardless of whether Seller(s) has/have provided Seller Agent with an Owner's Property Disclosure Statement (Land),
18 **except as set forth below**, the Seller Agent has no personal knowledge:

- 19 (i) about adverse material facts that concern the Property or
- 20 (ii) regarding the veracity (accuracy) of any information regarding adverse material facts that concern
- 21 the Property
- 22
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29 Information regarding adverse material facts that concern the Property and that are known to the Seller Agent, if any,
30 is set forth above. However, the Seller Agent is not required to inspect the Property or verify any statements made by
31 the Seller(s). Buyer(s) is/are therefore encouraged to obtain professional advice, inspections or both of the Property
32 and to provide for appropriate provisions in a Buy-Sell Agreement between the Buyer(s) and Seller(s) with respect to
33 any advice, inspections or defects.

34  

35 Seller Agent Signature: Kevin Wetherell

36 07/21/2021 2:47:57 PM MDT Kevin Wetherell

37 Dated: _____

38

39 Buyer and Buyer Agent acknowledge receipt of this Property Disclosure Statement (Land).

40

41 Buyer Agent: _____

42

43 Buyer Agent Signature: _____

44

45 Dated: _____

46

47 Buyer Signature: _____

48

49 Dated: _____

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



The use of this form is for REALTOR® members only (members of the Montana Association of REALTORS®) and cannot be used by any other party for any purpose. Use of these forms by other parties may result in legal action by the Montana Association of REALTORS®.

1 Date: 07/19/2021

2
3 The undersigned Owner is the owner of certain real property located at 300 McCaffery Lane
4 MT 59911, in the City of Bigfork,
5 County of Flathead, Montana, which real property is legally described as:
6 Tract 6A in NE4NW4 in Section 12, T27N, R20W

7
8
9 (hereafter the "Property"). Owner executes this Disclosure Statement to disclose to prospective buyers all adverse
10 material facts which concern the Property. Montana law defines an adverse material fact as a fact that should be
11 recognized as being of enough significance as to affect a person's decision to enter into a contract to buy or sell real
12 property and may be a fact that materially affects the value of the Property, that affects the structural integrity of the
13 Property, or that presents a documented health risk to occupants of the Property.

OWNER'S DISCLOSURE

14
15
16
17 Owner has never been to the Property.
18 Owner has not been to the Property since 1998 (date).

19
20 The Owner declares that the Owner has prepared this Disclosure Statement and any attachments thereto based on
21 any adverse material facts known to the Owner. Owner hereby authorizes providing a copy of this Statement to any
22 person or entity in connection with any actual or anticipated sale of the Property. Owner further agrees to indemnify and
23 hold any and all real estate agents involved, directly or indirectly, in the purchase and sale of the Property, harmless
24 from all claims for damages based upon the disclosures made in this Disclosure Statement along with the failure of the
25 Owner to disclose any adverse material facts known to the Owner.

26
27 This information is a disclosure by the Owner of known adverse material facts concerning the Property as of the above
28 date. **It is not a warranty or representation of any kind by the Owner and it is not a contract between Owner and**
29 **buyer. This disclosure statement is not a substitute for any inspections the buyer may wish to obtain.**

30
31 Please describe any adverse material facts concerning the items listed, or other components, fixtures or matters. If
32 space is inadequate, please use the attached Addendum to Owner's Property Disclosure Statement.

33
34 Easements (written or unwritten):
35 _____
36 _____

37
38 Boundaries or property lines:
39 _____
40 _____

41
42 Encroachments or similar matters that may affect your interest in the subject Property including but not
43 limited to buildings, fences, etc.:
44 _____
45 _____

46
47 Access to the Property:
48 _____
49 _____

_____/_____
Buyer's Initials

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Owner's Property Disclosure Statement (Land), March 2018

EKS / _____
Seller's Initials



50 Settling, slippage, sliding or other soil problems:

51 _____
52 _____

54 Flooding, drainage or grading problems:

55 _____
56 _____

58 Location of the Property in a flood plain, shoreline master plan, wetland or other environmentally sensitive area:

59 _____
60 _____

62 a. Water rights and private wells:

63 _____
64 _____

66 b. Public or Community water systems:

67 _____
68 _____

70 Restrictive Covenants and Deed restrictions:

71 _____
72 _____

74 Septic system approval or existing septic system:

75 _____
76 _____

78 Major damage to the Property from fire, earthquakes, floods, slides, etc.:

79 _____
80 _____

82 Zoning or Historic District violations, non-conforming uses:

83 _____
84 _____

86 Neighborhood noise problems or other nuisances:

87 _____
88 _____

90 Property Owner's association obligations (dues, lawsuits, etc.):

91 _____
92 _____

94 Notice of abatement or citations against the Property:

95 _____
96 _____

98 Lawsuits or legal proceedings (including foreclosures and bankruptcies) affecting or threatening the Property:

99 _____
100 _____

102 Waste dump or disposal or landfill or gravel pit or commercial use in the vicinity of the Property, existing or proposed,
103 which may cause smoke, smell, noise or other nuisance, annoyance or pollution:

104 _____
105 _____

_____/_____
Buyer's Initials

EKJ / _____
Seller's Initials

106 Street or utility improvement planned that may affect or be assessed against the Property:

107 _____
108 _____
109 _____

110 Zoning or land use change planned or being considered by the city or county:

111 _____
112 _____
113 _____

114 Proposed increase in tax assessment value or property owner's association dues for the Property:

115 _____
116 _____
117 _____

118 Underground storage tanks or class II injection wells:

119 _____
120 _____
121 _____

122 Property leases including post-closing short-term rental obligations, crop share agreements, mineral leases or
123 reservations:

124 _____
125 _____
126 _____

127 Conservation Easements (existing or proposed):

128 _____
129 _____
130 _____

131 Landfill (compacted or otherwise) on the Property or any portion thereof:

132 _____
133 _____
134 _____

135 Environmental issues affecting the Property:

136 _____
137 _____
138 _____

139 Pests, rodents:

140 _____
141 _____
142 _____

143 Noxious Weeds:

144 _____
145 _____
146 _____

147 Airport affected area:

148 _____
149 _____
150 _____

151 Other matters that may be set forth in the attached addendum.

152
153 Owner certifies that the information herein is true, correct and complete to the best of the Owner's knowledge and belief
154 as of the date signed by Owner.

155 Elinda K. Jungers

156 Owner's Signature

Elinda K Jungers

07-21-21

Date

159
160 Owner's Signature

Date

Buyer's Initials

161 **Please note the following changes to the foregoing disclosure:**

162 _____

163 _____

164 _____

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174 _____

175 Owner's Signature _____ Date _____

176 _____

177 _____

178 Owner's Signature _____ Date _____

180

181 **BUYER'S ACKNOWLEDGEMENT**

182

183 Subject Property Address: 300 McCaffery Lane

184 Bigfork MT 59911

185 _____

186 _____

187 Buyer(s) understand that the foregoing disclosure statement sets forth any adverse material facts concerning the

188 Property that are known to the Owner. **The disclosure statement does not provide any representations or**

189 **warranties concerning the Property, nor does the fact this disclosure statement fails to note an adverse material**

190 **fact concerning a particular feature, fixture or element imply that the same is free of defects.**

191

192 Buyer(s) is/are encouraged to obtain professional advice, inspections or both of the Property and to provide for

193 appropriate provisions in a contract between buyer(s) and owner(s) with respect to any advice, inspections or defects.

194 **Buyer(s) are not relying upon this property disclosure statement for buyer(s)' determination of the overall**

195 **condition of the Property in lieu of other inspections, reports or advice.**

196

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

198

199 _____

200 Buyer's Signature _____ Date _____

201

202 _____

203 Buyer's Signature _____ 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 holidays. Any performance which is required to be completed on a Saturday, Sunday or holiday can be performed on the next business day.

ADDENDUM TO OWNER'S PROPERTY DISCLOSURE STATEMENT (LAND)

1 This Addendum is an attachment to the Owner's Property Disclosure Statement (Land) regarding certain real property
 2 located at 300 McCaffery Lane
 3 in the City of Bigfork, County of Flathead MT 59911,
 4 Montana, which real property is legally described as:
 5 Tract 6A in NE4NW4 in Section 12, T27N, R20W
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 7
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9 The Owner hereby discloses the following information:
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50	Owner's Signature	Date	Owner's Signature	Date
51	<u>Elinda K Jungers</u>			
52				
53				
54	Buyer's Signature	Date	Buyer's Signature	Date