

MONTANA ASSOCIATION OF REALTORS®
PROPERTY DISCLOSURE STATEMENT



1 Date: 2/11/24

2
3 Property: 72 Pioneer Trl Lavina Mt 59046
4 Seller(s): Michael P Berger & Heather M Berger
5 Seller Agent: Stacy Olson

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
10 known to the seller agent, except that the seller agent is not required to inspect the property or verify any
11 statements 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 that has been
16 completed and signed by the Seller(s) as required by Montana law. Regardless of what the Seller(s) has/have
17 provided Seller Agent as set forth in the Owner's Property Disclosure Statement, **except as set forth below**, the
18 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 NONE KNOWN
23 _____
24 _____
25 _____
26 _____
27 _____

28
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:
36 Stacy Olson

37 Dated: _____

38
39 Buyer and Buyer Agent acknowledge receipt of this Property Disclosure Statement.

40
41 Buyer Agent: _____

42
43 Buyer Agent Signature: _____

44
45 Dated: _____

46
47 Buyer Signature: _____

48
49 Dated: _____

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



1 Date: 2/11/24

2
3 The undersigned Owner is the owner of certain real property located at _____
4 72 Pioneer Trl, in the City of Lavina,
5 County of Musselshell, Montana, which real property is legally described as:
6 S05, T06 N, R24 E, C.O.S 1975-2A, PARCEL 503
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 condition, malfunction,
12 or problem that would have a materially adverse effect on the monetary value of real property, that affects the
13 structural integrity of any improvements located on the real property, or that presents a documented health risk to
14 occupants of the real property or would impair the health or safety of future occupants of the real property.

15
16 **OWNER'S DISCLOSURE**

- 17
18 Owner has never occupied the Property.
19 Owner has not occupied the Property since _____ (date).

20
21 Concerning adverse material facts, Montana law provides that the Owner is/are obligated to disclose any adverse
22 material facts that concern the Property and that are actually known to the Owner. The Owner is not obligated to
23 investigate the Property in preparing this Disclosure Statement. The Owner, other than having lived at and/or owned
24 the Property, has no greater knowledge than what could be obtained by the Buyer's careful inspection.

25
26 **This disclosure statement is not a warranty of any kind by the Owner, the Seller Agent, or any authorized**
27 **representative of the Owner involved in the sale of the Property, and it is not a contract between the Owner**
28 **and Buyer. This Disclosure Statement is not a substitute for any inspections the Buyer may wish to obtain.**
29 The Buyer is encouraged to consult their own independent inspectors to aid in the Buyer's due diligence prior to
30 closing on the purchase of the Property.

31
32 This Disclosure Statement must be provided no later than contemporaneously with the execution of a real estate
33 purchase contract. Unless the Buyer and Owner have otherwise agreed in writing, any contract for the purchase of
34 the Property is not effective until 3 days after the Buyer has received this Disclosure Statement, and during that delay
35 Buyer may withdraw or rescind any contract to purchase the Property without penalty.

36
37 The Owner declares that the Owner has prepared this Disclosure Statement and any attachments thereto based on
38 any adverse material facts known to the Owner. Owner hereby authorizes providing a copy of this Statement to any
39 person or entity in connection with any actual or anticipated sale of the Property. Owner further agrees to indemnify
40 and hold any and all real estate agents involved, directly or indirectly, in the purchase and sale of the Property,
41 harmless from all claims for damages based upon the disclosures made in this Disclosure Statement along with the
42 failure of the Owner to disclose any adverse material facts known to the Owner.

43
44 This Disclosure Statement is considered a disclosure by the Owner only and not the Seller Agent or other authorized
45 representative of the Seller. The Seller is not responsible for misstatements or errors in this Disclosure Statement
46 that are based on information the Seller obtained from a reliable third-party, including a local governing agency.

Buyer's or Lessee's Initials

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Owner's Property Disclosure Statement, September 2023

MPB, HZ
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- 47 Please describe any adverse material facts concerning the items listed, or other components, fixtures or matters.
 48
 49 1. APPLIANCES: (Refrigerators, Microwave, Range, Dishwasher, Garbage Disposal, Oven, Trash Compactor,
 50 Freezer, Washer, Dryer)
 51 _____
 52 _____
 53
 54 2. COMPONENTS and BUILT-IN SYSTEMS: (Water Softener, Water Conditioners, Exhaust Fans, Central Vacuum
 55 System and components, Water Heater, Washer/Dryer Hookups, Ceiling Fan, Intercoms, Remote Controls, T.V.
 56 Antenna, Satellite Dish, Central sound systems, Wiring for phone, cable and internet, Security Alarms, Fire
 57 Alarms, Smoke Detectors, Garage Door Openers, and Security Gates)
 58 _____
 59 _____
 60
 61 3. ELECTRICAL SYSTEM/UTILITY CONNECTIONS: (Wiring, Outlets, Switches, Services, Shorts, Alterations, and
 62 Overloads, or lack of utility connections)
 63 _____
 64 _____
 65
 66 4. PLUMBING: (including Pipes, Drains, Faucets, Fixtures, Sump Pumps and Toilets)
 67 a. Faucets, fixtures, etc.
 68 _____
 69 _____
 70
 71 b. Private Septic Systems (Adherence to Health Codes, Clogging, Backing Up, Drain Field, Septic Tanks, Holding
 72 Tanks, and Cesspools)
 73 _____
 74 _____
 75
 76 c. Septic Systems permit in compliance with existing use of Property
 77 _____
 78 _____
 79
 80 Date Septic System was last pumped?
 81 2017 or 2018
 82 _____
 83
 84 d. Public Sewer Systems (Clogging and Backing Up)
 85 n/a
 86 _____
 87
 88 5. HEATING, VENTILATION AND AIR-CONDITIONING SYSTEMS: (Central Heating including furnaces, Central Air
 89 Conditioning including compressors, Heat pumps, Electric heating systems, Solar systems, Gas Leaks,
 90 Thermostats, Wall/Window AC Evaporator Coolers, Humidifiers, Propane tanks) _____
 91 _____
 92
 93
 94 6. ADDITIONAL HEAT SOURCES: (Gas, Pellet, Wood Stoves or Fireplaces) (Compliance with Air Quality Laws,
 95 Chimney Cleanliness, Chimney Fires and Adherence to Codes in Installation)
 96 _____
 97 _____
 98
 99 7. INSULATION: (Walls, Ceiling, Utility Bills, Vapor Barrier and Formaldehyde or Asbestos Insulation)
 100 _____
 101 _____

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IMPB [Signature]
 Owner's Initials

- 102 8. OTHER BASIC COMPONENTS: (Interior Walls, Ceilings, Floors, Exterior Walls, Windows, Doors, Window
 103 Screens, Slabs, Driveways, Sidewalks, Fences)
 104 _____
 105 _____
 106 _____
- 107 9. BASEMENT: (Leakage, Flooding, Moisture or Evidence of Water or water intrusion, and Fuel Tanks)
 108 _____
 109 _____
 110 _____
- 111 10. FOUNDATION: (Depth, Footings, Reinforcement, and Cracking)
 112 _____
 113 _____
 114 _____
- 115 11. ROOF: (Rain Gutters, Leakage, Deterioration, Ice build ups and Structural Condition)
 116 _____
 117 _____
 118 _____
- 119 12. WATER: (Well Production, Water Quality and Quantity, Water Rights and Abandoned Wells)
 120 _____
 121 _____
 122 _____
- 123 a. Private well
 124 _____
 125 _____
 126 _____
- 127 b. Public or community water systems
 128 N/A
 129 _____
 130 _____
- 131 13. POOLS, OUTDOOR LIVING, ANCILLARY BUILDINGS: (Window Screens, ~~Pool, Spa, Pool/Spa Heater, Hot Tub,~~
 132 ~~Sauna, Patio/Decking, Built-In Barbecue, Gazebo, Fountains, Water features, Underground Sprinkler systems~~
 133 ~~and controls, Partially landscaped or un-landscaped yard, Garage, Shop, Barn, Garport)~~
 134 _____
 135 _____
 136 _____
- 137 14. NUISANCES/HAZARDOUS MATERIALS: Waste dump or disposal or landfill or gravel pit or commercial use in
 138 the vicinity of the Property, existing or proposed, which may cause smoke, smell, noise or other nuisance,
 139 annoyance or pollution, any hazardous materials or pest infestations located on the Property or in the immediate
 140 area:
 141 _____
 142 _____
 143 _____
- 144 15. ALTERATIONS: (whether any substantial additions or alterations have been made to the Property without a
 145 required permit) _____
 146 _____
 147 _____
- 148 16. ACCESS/OWNERSHIP: (If the Property is not on a public street note any Driveway Agreements, Private
 149 Easements and Legal Disputes Concerning Access; matters affecting legal ownership or title to the Property or
 150 the Seller's ability to transfer the Property):
 151 _____
 152 _____
 153 _____

 Buyer's or Lessee's Initials

MVPB 
 Owner's Initials

- 154 17. SOILS: Whether there are any problems with settling, soil, standing water, or drainage on the Property or in the
155 immediate area:
156 _____
157 _____
158
- 159 18. HAZARD INSURANCE/DAMAGES/CLAIMS (past and present):
160 _____
161 _____
162
- 163 19. METHAMPHETAMINE: If the Property is inhabitable real property, the Owner represents to the best of Owner's
164 knowledge that the Property has has not been used as a clandestine Methamphetamine drug lab and
165 has has not been contaminated from smoke from the use of Methamphetamine. If the Property has been
166 used as a clandestine Methamphetamine drug lab or contaminated from smoke from the use of
167 Methamphetamine, Owner agrees to execute the Montana Association of REALTORS® "Methamphetamine
168 Disclosure Notice" and provide any documents or other information that may be required under Montana law
169 concerning the use of the Property as a clandestine Methamphetamine drug lab or the contamination of the
170 Property from smoke from the use of Methamphetamine.
171
- 172 20. RADON: If the Property is inhabitable real property as defined in the Montana Radon Control Act, Owner
173 represents that to the best of Owner's knowledge the Property has has not been tested for radon gas
174 and/or radon progeny and the Property has has not received mitigation or treatment for the same. If the
175 Property has been tested for radon gas and/or radon progeny, attached are any test results along with any
176 evidence of mitigation or treatment.
177
- 178 21. LEAD-BASED PAINT: If a residential dwelling exists on the Property and was built before the year 1978, Owner
179 has has no knowledge of lead-based paint and/or lead-based paint hazards on the Property. If Owner has
180 knowledge of lead-based paint and/or lead-based paint hazards on the Property, attached are all pertinent reports
181 and records concerning that knowledge.
182
- 183 22. MOLD: If the Property is inhabitable real property as defined in the Montana Mold Disclosure Act, the Owner
184 represents to the best of Owner's knowledge that the Property has has not been tested for mold and that
185 the Property has has not received mitigation or treatment for mold. If the Property has been tested for
186 mold or has received mitigation or treatment for mold, attached are any documents or other information that may
187 be required under Montana law concerning such testing, treatment or mitigation.
188
- 189 23. OTHER TESTING OR TREATMENTS: Has the Property been tested or treated for the presence of fuel or
190 chemical storage tanks, asbestos, or contaminated soil or water:
191 _____
192 _____
193

194 **If any of the following items or conditions exist relative to the Property, please check the box and provide**
195 **details below.**

- 196 1. Asbestos.
197 2. Noxious weeds.
198 3. Pests, rodents.
199 4. Destructive insects such as termites, pine beetles or carpenter ants. (If the Property has been tested or
200 treated, attach documentation.)
201 5. Common walls, fences and driveways that may have any effect on the Property.
202 6. Encroachments, easements, or similar matters that may affect your interest in the Property.
203 7. Room additions, structural modifications, or other alterations or repairs made without necessary permits or
204 HOA and HOA architectural committee permission.
205 8. Room additions, structural modifications, or other alterations or repairs not in compliance with building
206 codes.
207 9. Health department or other governmental licensing, compliance or issues.

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Owner's Property Disclosure Statement, September 2023
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Owner's Initials

- 208 10. Landfill (compacted or otherwise) on the Property or any portion thereof.
- 209 11. Location in the floodplain, shoreline master plan, wetland or other environmentally sensitive area or work
- 210 conducted by Seller in or around any natural bodies of water.
- 211 12. Settling, slippage, sliding or other soil problems.
- 212 13. Flooding, draining, grading problems, or French drains.
- 213 14. Major damage to the Property or any of the structures from fire, earthquakes, floods, slides, etc.
- 214 15. Waste dump or disposal or landfill or commercial use in the vicinity of the Property which causes smoke,
- 215 smell, noise or other pollution.
- 216 16. Hazardous or Environmental Waste: Underground storage tanks or sump pits.
- 217 17. Neighborhood noise problems or other nuisances.
- 218 18. Violations of deed restrictions, restrictive covenants or other such obligations.
- 219 19. Zoning or Historic District violations, non-conforming uses, violations of "setback" requirements, etc.
- 220 20. Zoning, Historic District or land use change planned or being considered by the city or county.
- 221 21. Street or utility improvement planned that may affect or be assessed against the Property.
- 222 22. Property Owner's Association obligations (dues, lawsuits, transfer fees, initiation fees, etc.).
- 223 23. Proposed increase in the tax assessment value or homeowner's association dues for the Property.
- 224 24. "Common area" problems.
- 225 25. Tenant problems, defaults or other tenant issues.
- 226 26. Notices of abatement or citations against the Property.
- 227 27. Lawsuits or legal proceedings (including foreclosures and bankruptcies) affecting or threatening the
- 228 Property.
- 229 28. Airport affected area.
- 230 29. Pet damage
- 231 30. Property leases including post-closing short-term rental obligations, crop share agreements, mineral leases
- 232 or reservations.
- 233 31. Other matters as set forth below including environmental issues, structural system issues, mechanical
- 234 issues, legal issues, physical issues, or others not listed above of which the Seller has actual knowledge
- 235 concerning the Property.
- 236

237 Additional details:

238 _____

239 _____

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Owner's Initials

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

294
295 Owner Michael P Berger Date 2/11/24

296
297 Owner Heather M Berger Date 2/11/24

Buyer's or Lessee's Initials

BUYER'S ACKNOWLEDGEMENT

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Subject Property Address: 72 Pioneer Trl Lavina Mt 59046
S05, T06 N, R24 E, C.O.S 1975-2A, PARCEL 503

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 further understand that the Owner is not obligated to investigate the Property in preparing this Disclosure Statement and that the Owner, other than having lived at and/or owned the Property, has no greater knowledge than what could be obtained by the Buyer's careful inspection.

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.

Buyer's/Lessee's Signature Date

Buyer's/Lessee'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 Montana or federal holidays.