



MONTANA ASSOCIATION OF REALTORS®
PROPERTY DISCLOSURE STATEMENT



Property: 15500 S Sperry Grade Rd Greenough MT 59823
Seller(s): Thomas Jacobs & Marilyn Jacobs
Seller(s) Agent: Kevin Wetherell
Buyer(s) Agent:

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

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

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

- (i) about adverse material facts that concern the Property or
(ii) regarding the veracity (accuracy) of any information regarding adverse material facts that concern the Property

None to my knowledge

Information regarding adverse material facts that concern the Property and that are known to the Seller(s) Agent, if any, is set forth above. However, the Seller(s) Agent is not required to inspect the Property or verify any statements made by the Seller(s). Buyer(s) is/are therefore encouraged to obtain professional advice, inspections or both of the Property and to provide for appropriate provisions in a Buy-Sell Agreement between the Buyer(s) and Seller(s) with respect to any advice, inspections or defects.

Seller Agent Signature: Kevin Wetherell
8/24/2018 1:52:20 PM MDT Kevin Wetherell

Dated: 08/24/2018

Buyer and Buyer's Agent acknowledge receipt of this Property Disclosure Statement Cover Sheet.

Buyer Agent Signature:

Dated:

Buyer Signature:

Dated:

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



1 The undersigned Owner is the owner of certain real property located at 15500 S Sperry Grade Rd
2 Greenough MT 59823, in the City of Greenough,
3 County of Missoula, Montana, which real property is legally described as
4 S36, T15 N, R14 W, C.O.S. 5714, PARCEL 7, IMPROVEMENTS ON STATE LAND
5 SPERRY GRADE STATE LEASE # 3061237

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

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15 **OWNER'S DISCLOSURE**

- 16
17 Owner has never occupied the Property.
18 Owner has not occupied the Property since August 2016 (date)

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

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

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

- 36
37 1. APPLIANCES: Refrigerators, Microwave, Range, Dishwasher, Garbage Disposal, Oven, Trash
38 Compactor, Freezer, Washer, Dryer
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42 2. COMPONENTS and BUILT-IN SYSTEMS: Water Softener, Water Conditioners, Exhaust Fans, Central
43 Vacuum System and components, Water Heater, Washer/Dryer Hookups, Ceiling Fan, Intercoms,
44 Remote Controls, T.V. Antenna, Satellite Dish, Central sound systems, Wiring for phone, cable and
45 internet, Security Alarms, Fire Alarms, Smoke Detectors, Garage Door Openers, and Security Gates
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49 3. ELECTRICAL SYSTEM: (Wiring, Outlets, Switches, Services, Shorts, Alterations, and Overloads)
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Buyer's or Lessee's Initials

TY / MJ
Owner's Initials

- 52 4. PLUMBING: (including Pipes, Drains, Faucets, Fixtures, Sump Pumps and Toilets)
- 53 a. Faucets, fixtures, etc.
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- 57 b. Private Septic Systems (Adherence to Health Codes, Clogging, Backing Up, Drain Field, Septic
- 58 Tanks, Holding Tanks, and Cesspools)
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- 62 c. Septic Systems permit in compliance with existing use of Property
- 63
- 64
- 65
- 66 Date Septic System was last pumped?
- 67
- 68
- 69
- 70 d. Public Sewer Systems (Clogging and Backing Up)
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- 72
- 73
- 74 5. HEATING, VENTILATION AND AIR-CONDITIONING SYSTEMS: (Central Heating including furnaces,
- 75 Central Air Conditioning including compressors, Heat pumps, Electric heating systems, Solar systems,
- 76 Gas Leaks, thermostats, Wall/Window AC Evaporator Coolers, Humidifiers, Propane tanks)
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- 80 6. ADDITIONAL HEAT SOURCES: (Gas, Pellet, Wood Stoves or Fireplaces) (Compliance with Air Quality
- 81 Laws, Chimney Cleanliness, Chimney Fires and Adherence to Codes in Installation)
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- 85 7. INSULATION: (Walls, Ceiling, Utility Bills, Vapor Barrier and Formaldehyde or Asbestos Insulation)
- 86
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- 88
- 89 8. OTHER BASIC COMPONENTS: (Interior Walls, Ceilings, Floors, Exterior Walls, Windows, Doors,
- 90 Window Screens, Slabs, Driveways, Sidewalks, Fences)
- 91
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- 94 9. BASEMENT: (Leakage, Flooding, Moisture or Evidence of Water, and Fuel Tanks)
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- 98 10. FOUNDATION: (Depth, Footings, Reinforcement, and Cracking)
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- 101
- 102 11. ROOF: (Rain Gutters, Leakage, Deterioration, Ice build ups and Structural Condition)
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Buyer's or Lessee's Initials

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Owner's Property Disclosure Statement, October 2017

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[TJ] , [MJ]
Owner's Initials

105 12. WATER: (Well Production, Water Quality and Quantity, Water Rights and Abandoned Wells)

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a. Private well

b. Public or community water systems

N/A

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13. POOLS, OUTDOOR LIVING, ANCILARY BUILDINGS: (Window Screens, Pool, Spa, Pool/Spa Heater, Hot Tub, Sauna, Patio/Decking, Built-In Barbecue, Gazebo, Fountains, Water features, Underground Sprinklers systems and controls, Partially landscaped or un-landscaped yard, Garage, Shop, Barn, Carport)

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

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15. ACCESS: (If the property is not on a public street note any Driveway Agreements, Private Easements and Legal Disputes Concerning Access)

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16. HAZARD INSURANCE/DAMAGES/CLAIMS (past and present):

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17. METHAMPHETAMINE: If the Property is inhabitable real property, the Owner represents to the best of Owner's knowledge that the Property has has not been used as a clandestine Methamphetamine drug lab. If the Property has been used as a clandestine Methamphetamine drug lab Owner agrees to execute the Montana Association of REALTORS® "Methamphetamine Disclosure Notice" and provide any documents or other information that may be required under Montana law concerning the use of the Property as a clandestine Methamphetamine drug lab.

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18. RADON: If the Property is inhabitable real property as defined in the Montana Radon Control Act, Owner represents that to the best of Owner's knowledge the Property has has not been tested for radon gas and/or radon progeny and the Property has has not received mitigation or treatment for the same. If the Property has been tested for radon gas and/or radon progeny, attached are any test results along with any evidence of mitigation or treatment.

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19. LEAD-BASED PAINT: If a residential dwelling exists on the Property and was built before the year 1978, Owner has has no knowledge of lead-based paint and/or lead-based paint hazards on the Property. If Owner has knowledge of lead-based paint and/or lead-based paint hazards on the Property, attached are all pertinent reports and records concerning that knowledge.

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20. MOLD: If the Property is inhabitable real property as defined in the Montana Mold Disclosure Act, the Owner represents to the best of Owner's knowledge that the Property has has not been tested for mold and that the Property has has not received mitigation or treatment for mold. If the Property has been tested for mold or has received mitigation or treatment for mold, attached are any documents or other information that may be required under Montana law concerning such testing, treatment or mitigation.

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Buyer's or Lessee's Initials

[TJ] / [MJ]

Owner's Initials

162 If any of the following items or conditions exist relative to the Property, please check the box and
163 provide details on the attached addendum.

- 164 1. Asbestos.
- 165 2. Noxious weeds.
- 166 3. Pests, rodents.
- 167 4. Destructive insects such as termites, pine beetles or carpenter ants. (If property has been tested
168 or treated, attach documentation.)
- 169 5. Common walls, fences and driveways that may have any effect on the subject property.
- 170 6. Encroachments, easements, or similar matters that may affect your interest in the subject property.
- 171 7. Room additions, structural modifications, or other alterations or repairs made without necessary
172 permits or HOA and HOA architectural committee permission.
- 173 8. Room additions, structural modifications, or other alterations or repairs not in compliance with
174 building codes.
- 175 9. Health department or other governmental licensing, compliance or issues.
- 176 10. Landfill (compacted or otherwise) on the property or any portion thereof.
- 177 11. Location in the floodplain, shoreline master plan, wetland or other environmentally sensitive area.
- 178 12. Settling, slippage, sliding or other soil problems.
- 179 13. Flooding, draining, grading problems, or French drains.
- 180 14. Major damage to the property or any of the structures from fire, earthquakes, floods, slides, etc.
- 181 15. Waste dump or disposal or landfill or commercial use in the vicinity of the property which causes
182 smoke, smell, noise or other pollution.
- 183 16. Hazardous or Environmental Waste: Underground storage tanks or sump pits.
- 184 17. Neighborhood noise problems or other nuisances.
- 185 18. Violations of deed restrictions, restrictive covenants or other such obligations.
- 186 19. Zoning or Historic District violations, non-conforming uses, violations of "setback" requirements,
187 etc.
- 188 20. Zoning, Historic District or land use change planned or being considered by the city or county.
- 189 21. Street or utility improvement planned that may affect or be assessed against the Property.
- 190 22. Property Owner's association obligations (dues, lawsuits, etc.).
- 191 23. Proposed increase in the tax assessment value or homeowner's association dues for the Property.
- 192 24. "Common area" problems.
- 193 25. Tenant problems, defaults or other tenant issues.
- 194 26. Notices of abatement or citations against the Property.
- 195 27. Lawsuits or legal proceedings (including foreclosures and bankruptcies) affecting or threatening
196 the Property.
- 197 28. Airport affected area.
- 198 29. Pet damage
- 199 30. Property leases, crop share agreements, mineral leases or reservations.
- 200 31. Other matters as set forth in the attached addendum.

201
202 Owner certifies that the information herein is true, correct and complete to the best of the Owner's
203 knowledge and belief as of the date signed by Owner.


204
205 Owner Thomas Jacobs Date 08/24/2018
206 Authentisign
8/24/2018 1:45:19 PM MDT
Thomas Jacobs

207
208 Owner Marilyn Jacobs Date 08/24/2018
Authentisign
8/24/2018 1:26:31 PM MDT
Marilyn Jacobs


Buyer's or Lessee's Initials

209 **Please note the following changes to the foregoing disclosure:** _____

210 _____
211 _____
212 _____
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221 _____

222
223 Owner  _____ Date 08/24/2018

224 ~~Thomas Jacobs~~

225
226 Owner  _____ Date 08/24/2018

227 ~~Marilyn Jacobs~~

228
229 **BUYER'S ACKNOWLEDGEMENT**

230
231 Subject Property Address: 15500 S Sperry Grade Rd
232 Greenough MT 59823
233 _____
234 _____

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

240
241 Buyer(s) is/are encouraged to obtain professional advice, inspections or both of the Property and to provide
242 for appropriate provisions in a contract between buyer(s) and owner(s) with respect to any advice,
243 inspections or defects. **Buyer(s) are not relying upon this property disclosure statement for buyer(s)**
244 **determination of the overall condition of the Property in lieu of other inspections, reports or advice.**

245
246 I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS STATEMENT.

247
248 Buyer/Lessee _____ Date _____

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251 Buyer/Lessee _____ 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 a holiday can be performed on the next business day.

MOLD DISCLOSURE



1 Property Address: 15500 S Sperry Grade Rd Greenough MT 59823

3 MOLD DISCLOSURE: There are many types of mold. Inhabitable properties are not, and cannot be,
4 constructed to exclude mold. Moisture is one of the most significant factors contributing to mold growth.
5 Information about controlling mold growth may be available from your county extension agent or health
6 department. Certain strains of mold may cause damage to property and may adversely affect the health of
7 susceptible persons, including allergic reactions that may include skin, eye, nose, and throat irritation. Certain
8 strains of mold may cause infections, particularly in individuals with suppressed immune systems. Some
9 experts contend that certain strains of mold may cause serious and even life-threatening diseases. However,
10 experts do not agree about the nature and extent of the health problems caused by mold or about the level of
11 mold exposure that may cause health problems. The Centers for Disease Control and Prevention is studying
12 the link between mold and serious health conditions. The seller, landlord, seller's agent, buyer's agent, or
13 property manager cannot and does not represent or warrant the absence of mold. It is the buyer's or tenant's
14 obligation to determine whether a mold problem is present. To do so, the buyer or tenant should hire a
15 qualified inspector and make any contract to purchase, rent, or lease contingent upon the results of that
16 inspection. A seller, landlord, seller's agent, buyer's agent, or property manager who provides this mold
17 disclosure statement, provides for the disclosure of any prior testing and any subsequent mitigation or
18 treatment for mold, and discloses any knowledge of mold is not liable in any action based on the presence of
19 or propensity for mold in a building that is subject to any contract to purchase, rent, or lease.

20 The undersigned, Seller, Landlord, Seller's Agent and/or Property Manager disclose that they have knowledge
21 that the building or buildings on the property have mold present in them. This disclosure is made in recognition
22 that all inhabitable properties contain mold, as defined by the Montana Mold Disclosure Act (any mold, fungus,
23 mildew or spores). The undersigned are not representing that a significant mold problem exists or does not
24 exist on the property, as such a determination may only be made by a qualified inspector.

25 If Seller/Landlord knows a building located on the property has been tested for mold, Seller/Landlord has
26 previously provided or with this Disclosure provides the Buyer/Tenant a copy of the results of that test (if
27 available) and evidence of any subsequent mitigation or treatment.

28	<small>Authentisign</small> <u>Thomas Jacobs</u>	<u>08/24/2018</u>	<small>Authentisign</small> <u>Kevin Wetherell</u>	<u>08/24/2018</u>
29	<u>Seller/Landlord</u>	<u>Date</u>	<u>Seller's Agent/Property Manager</u>	<u>Date</u>
	<small>08/24/2018 11:08 PM MDT</small> Thomas Jacobs		<small>08/24/2018 1:52:16 PM MDT</small> Kevin Wetherell	
31	<small>Authentisign</small> <u>Marilyn Jacobs</u>	<u>08/24/2018</u>		
32	<u>Seller/Landlord</u>	<u>Date</u>	<u>Seller's Agent/Property Manager</u>	<u>Date</u>
	<small>08/24/2018 12:44 PM MDT</small> Marilyn Jacobs			

34 ACKNOWLEDGMENT: The undersigned Buyer/Tenant, Buyer's Agent or Statutory Broker acknowledge
35 receipt of this Disclosure, the test results (if available) and evidence of subsequent mitigation or treatment.
36 The undersigned Buyer/Tenant agrees that it is their responsibility to hire a qualified inspector to determine if a
37 significant mold problem exists or does not exist on the property. They further acknowledge that the Seller,
38 Landlord, Seller's Agent, Buyer's Agent, Statutory Broker and/or Property Manager, who have provided this
39 Disclosure, are not liable for any action based on the presence of or propensity for mold in the property.

40 _____
41 Buyer/Tenant Date Buyer's Agent/Statutory Broker Date

43 _____
44 Buyer/Tenant Date Buyer's Agent/Statutory Broker Date

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Mold Disclosure ©MONTANA ASSOCIATION OF REALTORS®, March 2006



Lead-Based Paint Disclosure



1 **Property Address:**
2 15500 S Sperry Grade Rd Greenough MT 59823

4 **Lead Warning Statement:** Every Buyer of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The Seller of any interest in residential real property is required to provide the Buyer with any information on lead-based paint hazards from risk assessments or inspections in the Seller's possession and notify the Buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

12 **Seller's Disclosures:** The Seller hereby discloses the presence of lead-based paint and/or lead-based paint hazards by checking the appropriate boxes as follows:

14 (a) Presence of lead-based paint and/or lead-based paint hazards (check one below):
15 Seller knows that lead-based paint and/or lead-based paint hazards are present in
16 the property (explain):
17 _____

19 Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the property.

21 (b) Records and Reports available to the Seller (check one below):
22 Seller has provided the Buyer with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the property. Those reports and records are itemized as follows:
23 _____

27 Seller has no records or reports pertaining to lead-based paint and/or lead-based paint hazards in the property.

29 **Buyer's Acknowledgment:** Buyer acknowledges, by his/her initials in the blanks provided below, as follows:

- 30 (c) _____ Buyer has received copies of all information listed in item (b), if any.
- 31 (d) _____ Buyer has received the pamphlet "Protect Your Family From Lead in Your Home."
32 If the delivery of the documents referenced in subsection (c) or (d) occurs after the full execution of the
33 Buy-Sell Agreement (the Agreement) by all parties, Buyer has a right to cancel as set forth in the Agreement.
- 34 (e) _____ Buyer has (check one below):
35 Received a 10 day opportunity (or other mutually agreed upon period) to conduct a risk
36 assessment or inspection of the presence of lead-based paint hazards (in which event the parties
37 have entered a Lead-Based Paint Contingency Addendum); or
38 Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

41 **Broker/Salesperson's Acknowledgment:** The Seller Broker/Salesperson (or if no listing Broker/Salesperson, any Broker/Salesperson in the transaction) acknowledges, by his/her initials in the blank provided below, as follows:

43 (f) _____ Broker/Salesperson has informed the Seller of the Seller's obligations under 42 U.S.C. §4852(d) and is aware of his/her responsibility to ensure compliance.

45 **Certifications:** The undersigned have reviewed the information above and certify, to the best of their knowledge, that the information which they have provided is true and accurate.

47		08/24/2018		
48	_____	_____	_____	_____
49	Seller Thomas Jacobs	Date	Buyer	Date
50		08/24/2018		
51	_____	_____	_____	_____
52	Seller Marilyn Jacobs	Date	Buyer	Date
53		08/24/2018		
54	_____	_____	_____	_____
55	Seller Broker/Salesperson	Date	Buyer Broker/Salesperson	Date
56	Kevin Wetherell		(if no listing Broker/Salesperson)	

NOTE: Unless otherwise expressly stated the term "Days" means calendar days and not business days. Business days are defined as all days as except Sundays and holidays. Any performance which is required to be completed on a Saturday, Sunday or a holiday can be performed on the next business day.