



MONTANA ASSOCIATION OF REALTORS®
PROPERTY DISCLOSURE STATEMENT (LAND)

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Property: 6180 Hwy 83 59826 Condon
Seller(s): Kevin Wetherell 2018 Legacy Trust
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

[Blank lines for disclosure details]

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
4/30/2019 3:02:55 PM MDT

Dated: 04/30/2019 Kevin Wetherell

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 (LAND)
MONTANA ASSOCIATION OF REALTORS® STANDARD FORM

1 The undersigned Owner is the owner of certain real property located at \_\_\_\_\_ 6180
2 Hwy 83 \_\_\_\_\_ 59826 in the City of \_\_\_\_\_ Condon
3 County of \_\_\_\_\_ Missoula \_\_\_\_\_, Montana, which real property is legally described as
4 Tract 2 of C.O.S. No.6674, Section 29, T20 N, R16 W

5
6
7
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.

OWNER'S DISCLOSURE

- 14
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16
17 [ ] Owner has never been to the Property.
18 [ ] Owner has not been to the Property since \_\_\_\_\_ (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 this
22 Statement to any person or entity in connection with any actual or anticipated sale of the Property. Owner
23 further agrees to indemnify and hold any and all real estate agents involved, directly or indirectly, in the
24 purchase and sale of the Property, harmless from all claims for damages based upon the disclosures made
25 in this Disclosure Statement along with the failure of the Owner to disclose any adverse material facts
26 known to 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 affecting the Property and concerning the matters noted below
34 or other matters. If the space provided is inadequate, please use the attached Addendum to Owner's
35 Property Disclosure Statement.

36
37 Easements (written or unwritten):
38 \_\_\_\_\_
39 \_\_\_\_\_

40
41 Boundaries or Property Lines:
42 \_\_\_\_\_
43 \_\_\_\_\_

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

Buyer's Initials

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Owner's Property Disclosure Statement (Land), March 2017

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Owner's Initials

Phone: Fax:

49 Access to the Property:  
 50 \_\_\_\_\_  
 51 \_\_\_\_\_  
 52 \_\_\_\_\_  
 53 Settling, slippage, sliding or other soil problems:  
 54 \_\_\_\_\_  
 55 \_\_\_\_\_  
 56 \_\_\_\_\_  
 57 Flooding, drainage or grading problems:  
 58 \_\_\_\_\_  
 59 \_\_\_\_\_  
 60 \_\_\_\_\_  
 61 Location of the Property in a flood plain, shoreline master plan, wetland or other environmentally sensitive area:  
 62 Barber Creek / wetlands  
 63 \_\_\_\_\_  
 64 \_\_\_\_\_  
 65 a. Water rights and private wells:  
 66 \_\_\_\_\_  
 67 \_\_\_\_\_  
 68 \_\_\_\_\_  
 69 b. Public or Community water systems:  
 70 \_\_\_\_\_  
 71 \_\_\_\_\_  
 72 \_\_\_\_\_  
 73 Restrictive Covenants and Deed restrictions:  
 74 \_\_\_\_\_  
 75 \_\_\_\_\_  
 76 \_\_\_\_\_  
 77 Septic system approval or existing septic system:  
 78 \_\_\_\_\_  
 79 \_\_\_\_\_  
 80 \_\_\_\_\_  
 81 Major damage to the Property from fire, earthquakes, floods, slides, etc.:  
 82 \_\_\_\_\_  
 83 \_\_\_\_\_  
 84 \_\_\_\_\_  
 85 Zoning or Historic District violations, non-conforming uses:  
 86 \_\_\_\_\_  
 87 \_\_\_\_\_  
 88 \_\_\_\_\_  
 89 Neighborhood noise problems or other nuisances:  
 90 \_\_\_\_\_  
 91 \_\_\_\_\_  
 92 \_\_\_\_\_  
 93 Property Owner's association obligations (dues, lawsuits, etc.):  
 94 \_\_\_\_\_  
 95 \_\_\_\_\_  
 96 \_\_\_\_\_  
 97 Notice of abatement or citations against the Property:  
 98 \_\_\_\_\_  
 99 \_\_\_\_\_  
 100 \_\_\_\_\_  
 101 Lawsuits or legal proceedings (including foreclosures and bankruptcies) affecting or threatening the Property:  
 102 \_\_\_\_\_  
 103 \_\_\_\_\_

\_\_\_\_\_  
Buyer's Initials

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

106 \_\_\_\_\_  
107 \_\_\_\_\_

108 \_\_\_\_\_  
109 Street or utility improvement planned that may affect or be assessed against the Property:

110 \_\_\_\_\_  
111 \_\_\_\_\_

112 \_\_\_\_\_  
113 Zoning or land use change planned or being considered by the city or county:

114 \_\_\_\_\_  
115 \_\_\_\_\_

116 \_\_\_\_\_  
117 Proposed increase in tax assessment value or property owner's association dues for the Property:

118 \_\_\_\_\_  
119 \_\_\_\_\_

120 \_\_\_\_\_  
121 Underground storage tanks or class II injection wells:

122 \_\_\_\_\_  
123 \_\_\_\_\_

124 \_\_\_\_\_  
125 Property leases, crop share agreements, mineral leases or reservations:

126 \_\_\_\_\_  
127 \_\_\_\_\_

128 \_\_\_\_\_  
129 Conservation Easements (existing or proposed):

130 \_\_\_\_\_  
131 \_\_\_\_\_

132 \_\_\_\_\_  
133 Landfill (compacted or otherwise) on the Property or any portion thereof:

134 \_\_\_\_\_  
135 \_\_\_\_\_

136 \_\_\_\_\_  
137 Environmental issues affecting the Property:

138 \_\_\_\_\_  
139 \_\_\_\_\_

140 \_\_\_\_\_  
141 Pests, rodents:

142 \_\_\_\_\_  
143 \_\_\_\_\_

144 \_\_\_\_\_  
145 Noxious Weeds:

146 likely spotted knapweed is present  
147 \_\_\_\_\_

148 \_\_\_\_\_  
149 Airport affected area:

150 \_\_\_\_\_  
151 \_\_\_\_\_

152 \_\_\_\_\_  
153 Other matters that may be set forth in the attached addendum.

\_\_\_\_\_  
Buyer's Initials

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

156  
157 Owner Authentisign Date 04/30/2019  
158 Kevin Wetherell  
159 Kevin Wetherell Legacy Trust

159 Owner 4/30/2019 3:03:00 PM MDT Date \_\_\_\_\_  
160  
161

162 Please note the following changes to the foregoing disclosure: \_\_\_\_\_  
163 \_\_\_\_\_  
164 \_\_\_\_\_  
165 \_\_\_\_\_  
166 \_\_\_\_\_  
167 \_\_\_\_\_  
168 \_\_\_\_\_  
169 \_\_\_\_\_  
170 \_\_\_\_\_  
171 \_\_\_\_\_  
172 \_\_\_\_\_

173 Owner \_\_\_\_\_ Date \_\_\_\_\_  
174

175 Owner \_\_\_\_\_ Date \_\_\_\_\_  
176  
177  
178

179 **BUYER'S ACKNOWLEDGEMENT**

182 Subject Property Address: 6180 Hwy 83  
183 Condon MT 59826  
184

185 Buyer(s) understand that the foregoing disclosure statement sets forth any adverse material facts  
186 concerning the Property that are known to the owner. **The disclosure statement does not provide any**  
187 **representations or warranties concerning the Property, nor does the fact this disclosure statement**  
188 **fails to note any adverse material fact concerning a particular feature, fixture or elements imply that**  
189 **the same is free of defects.**  
190

191 Buyer(s) is/are encouraged to obtain professional advice, inspections or both of the Property and to provide  
192 for appropriate provisions in a contract between buyer(s) and owner(s) with respect to any advice,  
193 inspections or defects.

194 **Buyer(s) are not relying upon this property disclosure statement for buyer(s)' determination of the**  
195 **overall 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 Buyer/Lessee \_\_\_\_\_ Date \_\_\_\_\_  
200

201 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.