



MONTANA ASSOCIATION OF REALTORS®
PROPERTY DISCLOSURE STATEMENT (LAND)

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Property: 41753 Highway 200 59854 Ovando
Seller(s): Kevin Wetherell 2018 Legacy Trust
Seller(s) Agent:
Buyer(s) Agent: Kevin Wetherell

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 additional disclosure]

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
Authentisign
Kevin Wetherell

Dated:

Buyer acknowledges receipt of this Property Disclosure Statement Cover Sheet.

Buyer Signature:

Dated:



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

1 The undersigned Owner, having entered into a listing with Cleatwater Montana Properties, Inc
2 as Broker, dated 9/9/2019, and involving certain real property located at
3 41753 Highway 200 59854 in the City of Ovando
4 County of Powell, Montana, which real property is legally described as
5 Portion of NW and NE North of Highway ROW in Section 24, Township 15N,
6 Range 13W

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

OWNER'S DISCLOSURE

- 18 [] Owner has never been to the Property.
19 [] Owner has not been to the Property since (date)

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

28 This information is a disclosure by the owner of adverse material facts concerning the Property as of the
29 above date.
30 It is not a warranty or representation of any kind by the owner, the broker or the salespersons and is
31 not a contract between owner and buyer.

33 This disclosure statement is not a substitute for any inspections the buyer may wish to obtain.

35 Please describe any adverse material facts affecting the Property and concerning the matters noted below
36 or other matters. If the space provided is inadequate, please use the attached Addendum to Owner's
37 Property Disclosure Statement.

39 Easements (written or unwritten):
40 There is an existing roadway going through the SW corner
41 of property - I am not aware of an easement written

43 Boundaries or Property Lines:
44 North fence does not follow boundary

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

Buyer's Initials

51 Access to the Property:

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55 Settling, slippage, sliding or other soil problems:

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59 Flooding, drainage or grading problems:

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

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67 a. Water rights and private wells:

68 There was a well drilled to 140 ft. The well log
69 reveals 1 gpm production.
70

71 b. Public or Community water systems:

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75 Restrictive Covenants and Deed restrictions:

76 Conservation Easement with US Fish Wildlife Service

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79 Septic system approval or existing septic system:

80 2 Bedroom Septic System is installed.
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83 Major damage to the Property from fire, earthquakes, floods, slides, etc.:

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

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91 Neighborhood noise problems or other nuisances:

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

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99 Notice of abatement or citations against the Property:

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102

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

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105

Buyer's Initials

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

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

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

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

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123 Underground storage tanks or class II injection wells:

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127 Property leases, crop share agreements, mineral leases or reservations:

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131 Conservation Easements (existing or proposed):

132 *yes - us Fish Wildlife Service*

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

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139 Environmental issues affecting the Property:

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143 Pests, rodents:

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147 Noxious Weeds:

148 *yes*

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151 Airport affected area:

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

Buyer's Initials

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

158
159 Owner ^{Authentisign} Kevin Wetherell Date 09/09/2019
160 ~~Kevin Wetherell~~ Kevin Wetherell RR016 Legacy Trust

161 Owner _____ Date _____

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164 Please note the following changes to the foregoing disclosure: _____

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175 Owner _____ Date _____

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177 Owner _____ Date _____

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BUYER'S ACKNOWLEDGEMENT

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184 Subject Property Address: 41753 Highway 200
185 Ovando MT 59854

186

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

192

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

196 **Buyer(s) are not relying upon this property disclosure statement for buyer(s)' determination of the**
197 **overall condition of the Property in lieu of other inspections reports or advice.**

198

199 I/We acknowledge receipt of a copy of this statement.

200

201 Buyer/Lessee _____ Date _____

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203 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.