



MONTANA ASSOCIATION OF REALTORS® PROPERTY DISCLOSURE STATEMENT (LAND)



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: 08/10/2020

2
3 Property: NHN York Road Helena MT 59602

4 Seller(s): William Dewey Skelton Rosana Skelton

5 Seller Agent: Kevin Wetherell

6 Buyer Agent: _____

7

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

9

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

15

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

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

23 _____

24 _____

25 _____

26 _____

27 _____

28 _____

29 _____

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

35
36 Seller Agent Signature: Kevin Wetherell
37 Kevin Wetherell

38 Dated: 08-17-2020

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

41
42 Buyer Agent Signature: _____

43
44 Dated: _____

45
46 Buyer Signature: _____

47
48 Dated: _____

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



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1 Date: 08/10/2020

2
3 The undersigned Owner is the owner of certain real property located at NHN York Road
4 MT 59602, in the City of Helena,
5 County of Lewis & Clark, Montana, which real property is legally described as:
6 S14, T11 N, R02 W, C.O.S. 452285, ACRES 25.05, TRACT 3, IN SE4SE4 & S14, T11 N, R02 W, C.O.S.
7 452285, ACRES 5.82, TRACT 2, IN G.LOT 2

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 _____ (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

WAS, RRS
Seller's Initials

50 Settling, slippage, sliding or other soil problems:

51 _____
52 _____
53 _____

54 Flooding, drainage or grading problems:

55 _____
56 _____
57 _____

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

59 _____
60 _____
61 _____

62 a. Water rights and private wells:

63 _____
64 _____
65 _____

66 b. Public or Community water systems:

67 _____
68 _____
69 _____

70 Restrictive Covenants and Deed restrictions:

71 _____
72 _____
73 _____

74 Septic system approval or existing septic system:

75 _____
76 _____
77 _____

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

79 _____
80 _____
81 _____

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

83 _____
84 _____
85 _____

86 Neighborhood noise problems or other nuisances:

87 _____
88 _____
89 _____

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

91 _____
92 _____
93 _____

94 Notice of abatement or citations against the Property:

95 _____
96 _____
97 _____

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

99 _____
100 _____
101 _____

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


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 William Dewey Skelton
156 _____
157 Owner's Signature William Dewey Skelton 8-12-2020
158 _____ Date

159 Rosana Skelton
160 _____
160 Owner's Signature Rosana Skelton 8-12-2020
_____ Date

Buyer's Initials

