



MONTANA ASSOCIATION OF REALTORS® PROPERTY DISCLOSURE STATEMENT (LAND)



1 Date: 03/16/2022

2

3 Property: Tbd Pine Tree Trail/Whipperwill Trail Anaconda MT 59711

4 Seller(s): Miller Group LLC

5 Seller Agent: Nicholas Dodge

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 known

10 to the seller agent, except that the seller agent is not required to inspect the property or verify any statements

11 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 (Land) that has

16 been completed and signed by the Seller(s), if one has been made available to the Seller Agent by the Seller(s).

17 Regardless of whether Seller(s) has/have provided Seller Agent with an Owner's Property Disclosure Statement (Land),

18 **except as set forth below**, the 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

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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: *Nicholas Dodge*

36 Nicholas Dodge

37 Dated: 03/16/2022

38

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

40

41 Buyer Agent: _____

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43 Buyer Agent Signature: _____

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45 Dated: _____

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47 Buyer Signature: _____

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49 Dated: _____



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



1 Date: 03/16/2022

2
3 The undersigned Owner is the owner of certain real property located at
4 Tbd Pine Tree Trail/Whipperwill Trail, in the City of Anaconda,
5 County of Deer Lodge, Montana, which real property is legally described as:
6 CLEAR CREEK, S29, T04 N, R11 W, Lot 23A, ACRES 40.437, 80B; CLEAR CREEK, S29, T04 N, R11 W, Lot
7 24A, ACRES 42.873, 80B

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

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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 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 Road easements - upper & lower (Whipperwill & Pine Tree Trail)

36
37
38 Boundaries or property lines:
39 Seller has not located pins/corner markers on South
40 Boundary

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 None

45
46
47 Access to the Property:
48 None

49

Buyer's Initials

DTA / _____
Owner's Initials

50 Settling, slippage, sliding or other soil problems:

51 None Known

52

53

54 Flooding, drainage or grading problems:

55 None Known

56

57

58 Location of the Property in a flood plain, shoreline master plan, wetland or other environmentally sensitive area or work
59 conducted by Seller in or around any natural bodies of water:

60 No

61

62

63 a. Water rights and private wells:

64 None Known

65

66

67 b. Public or Community water systems:

68 N/A

69

70

71 Restrictive Covenants and Deed restrictions:

72 See recorded covenants at Deer Lodge County

73

74

75 Septic system approval or existing septic system:

76 None Known

77

78

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

80 None Known

81

82

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

84 None Known

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86

87 Neighborhood noise problems or other nuisances:

88 None Known

89

90

91 Property Owner's association obligations (dues, lawsuits, transfer fees, initiation fees, etc.):

92 None Known

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94

95 Notice of abatement or citations against the Property:

96 None Known

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98

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

100 None Known

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102

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

105 None Known

Buyer's Initials

N/A / _____
Owner's Initials

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

107 None known

108
109
110 Zoning or land use change planned or being considered by the city or county:

111 None known

112
113
114 Proposed increase in tax assessment value or property owner's association dues for the Property:

115 None known

116
117
118 Underground storage tanks or class II injection wells:

119 None known

120
121
122 Property leases including post-closing short-term rental obligations, crop share agreements, mineral leases or
123 reservations:

124 None known

125
126
127 Conservation Easements (existing or proposed):

128 None known

129
130
131 Landfill (compacted or otherwise) on the Property or any portion thereof:

132 None

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134
135 Environmental issues affecting the Property:

136 None known

137
138
139 Pests, rodents:

140 None known

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142
143 Noxious Weeds:

144 None known

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147 Airport affected area:

148 No

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151 Other matters as set forth below.

152 Property is within a superfund site.

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Buyer's Initials

DTA / _____
Owner's Initials

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

202 Owner's Signature **Miller Group LLC**

203 *David T. Adamson*

Date

3-16-22

205 Owner's Signature *David T. Adamson - Managing Member*
Miller Group
LLC

Date

Buyer's Initials

BUYER'S ACKNOWLEDGEMENT

206 Subject Property Address: Tbd Pine Tree Trail/Whipperwill Trail Anaconda MT 59711
207 **CLEAR CREEK, S29, T04 N, R11 W, Lot 23A, ACRES 40.437, 80B; CLEAR CREEK, S29, T04 N, R11 W, Lot**
208 **24A, ACRES 42.873, 80B**

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

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

220 I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS STATEMENT.

223 Buyer's Signature _____ Date _____

226 Buyer'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 holidays. Any performance which is required to be completed on a Saturday, Sunday or holiday can be performed on the next business day.