

MONTANA ASSOCIATION OF REALTORS® PROPERTY DISCLOSURE STATEMENT (LAND)



1 Date: 10/21/2024

2

3 Property: Nhn Lower Clear Creek Trail Anaconda MT 59711

4 Seller(s): Brenda Martin Brent Martin

5 Seller Agent: Curtis H Cotten

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
- 10 known to the seller agent, except that the seller agent is not required to inspect the property or verify any
- 11 statements 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 that has been

16 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,

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:  _____

36 11/05/2024 **Curtis H Cotten**

37 Dated: _____

38

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

40

41 Buyer Agent: _____

42

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: 10/21/2024

2
3 The undersigned Owner is the owner of certain real property located at _____
4 Nhn Lower Clear Creek Trail, in the City of Anaconda,
5 County of Deer Lodge, Montana, which real property is legally described as:
6 **CLEAR CREEK, S19, T04 N, R11 W, Lot 66A, ACRES 20.1, 204A RESURVEY**
7
8
9

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

OWNER'S DISCLOSURE

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18 Owner has never been to the Property.
19 Owner has not been to the Property since _____ (date).

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

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

32
33 Please describe any adverse material facts concerning the items listed, or other components, fixtures or matters.

34
35 Easements (written or unwritten):

36 _____
37 _____

38
39 Boundaries or property lines:

40 _____
41 _____

42
43 Encroachments or similar matters that may affect your interest in the subject Property including but not
44 limited to buildings, fences, etc.:

45 _____
46 _____

47
48 Access to or Ownership of the Property – Matters affecting access to or from the Property, legal ownership or title to
49 the Property, or the Seller's ability to transfer the Property:

50 _____
51 _____

_____/_____
Buyer's or Lessee's Initials

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Owner's Property Disclosure Statement (Land), April 2024

BM / BM
Owner's Initials

52 Settling, slippage, standing water, drainage, sliding or other soil problems on the Property or in the immediate area:

53 _____

54 _____

55 _____

56 Flooding, drainage or grading problems:

57 _____

58 _____

59 _____

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

62 _____

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, transfer fees, initiation fees, 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 _____

104 _____

105 Waste dump or disposal or landfill or gravel pit or commercial use in the vicinity of the Property, existing or proposed,
106 which may cause smoke, smell, noise or other nuisance, annoyance or pollution, any hazardous materials or pest
107 infestations located on the Property or in the immediate area:

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Owner's Initials

_____/_____
Buyer's or Lessee's Initials

109 Street or utility improvement planned that may affect or be assessed against the Property:
 110 _____
 111 _____
 112 _____

113 Known information concerning utility connections:
 114 _____
 115 _____
 116 _____

117 Zoning or land use change planned or being considered by the city or county:
 118 _____
 119 _____
 120 _____

121 Proposed increase in tax assessment value or property owner's association dues for the Property:
 122 _____
 123 _____
 124 _____

125 Underground storage tanks or class II injection wells:
 126 _____
 127 _____
 128 _____

129 Property leases including post-closing short-term rental obligations, crop share agreements, mineral leases or
 130 reservations:
 131 _____
 132 _____
 133 _____

134 Conservation Easements (existing or proposed):
 135 _____
 136 _____
 137 _____

138 Landfill (compacted or otherwise) on the Property or any portion thereof:
 139 _____
 140 _____
 141 _____

142 Environmental issues affecting the Property including whether the Property has been tested or treated for the
 143 presence of fuel or chemical storage tanks, asbestos, or contaminated soil or water:
 144 _____
 145 _____
 146 _____



147 Pests, rodents:
 148 _____
 149 _____
 150 _____

151 Noxious Weeds:
 152 _____
 153 _____
 154 _____

155 Airport affected area:
 156 _____
 157 _____
 158 _____



159 Other matters as set forth below including environmental issues, structural system issues, mechanical issues, legal
 160 issues, physical issues, or others not listed above of which the Seller has actual knowledge concerning the Property.
 161 _____
 162 _____
 163 _____
 164 _____

_____/_____
Buyer's or Lessee's Initials



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Owner's Initials

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

209
210 Owner  Date 10/25/2024
211 Brenda Martin
212 Owner  Date 10/25/2024
Brent Martin

_____/_____
Buyer's or Lessee's Initials

 / 
Owner's Initials

BUYER'S ACKNOWLEDGEMENT

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Subject Property Address: Nhn Lower Clear Creek Trail Anaconda MT 59711
CLEAR CREEK, S19, T04 N, R11 W, Lot 66A, ACRES 20.1, 204A RESURVEY

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

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

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

Buyer's/Lessee's Signature Date

Buyer's/Lessee'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 Montana or federal holidays.