



MONTANA ASSOCIATION OF REALTORS® PROPERTY DISCLOSURE STATEMENT



1 Date: 08/21/2023

3 Property: 84 Diehl Ranch Road Plains MT 59859

4 Seller(s): Marie J. Hartman

5 Seller Agent: Dawn Krebs

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

- 9 • 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
- 12 • 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.

15 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 Agent by the Seller(s). Regardless of whether Seller(s) has/have provided Seller Agent with an Owner's Property Disclosure Statement, **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 the Property

22 House needs repairs and being sold as is. See owners' property disclosures.

29 Information regarding adverse material facts that concern the Property and that are known to the Seller Agent, if any, is set forth above. However, the Seller 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.

34 Seller Agent Signature: 
35 Dawn Krebs

36 Dated: 09/27/2023

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

41 Buyer Agent: _____

43 Buyer Agent Signature: _____

45 Dated: _____

47 Buyer Signature: _____

49 Dated: _____

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



1 Date: 08/21/2023

2
3 The undersigned Owner is the owner of certain real property located at _____
4 84 Diehl Ranch Road, in the City of Plains,
5 County of Sander, Montana, which real property is legally described as:

6 S21, T20 N, R26 W, PLAT H SENW 2 AC

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

- 15
16
17
18 Owner has never occupied the Property.
19 Owner has not occupied the Property since 1988 (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 1. APPLIANCES: (Refrigerators, Microwave, Range, Dishwasher, Garbage Disposal, Oven, Trash Compactor,
36 Freezer, Washer, Dryer)

37 Unknown

- 38
39
40 2. COMPONENTS and BUILT-IN SYSTEMS: (Water Softener, Water Conditioners, Exhaust Fans, Central Vacuum
41 System and components, Water Heater, Washer/Dryer Hookups, Ceiling Fan, Intercoms, Remote Controls, T.V.
42 Antenna, Satellite Dish, Central sound systems, Wiring for phone, cable and internet, Security Alarms, Fire
43 Alarms, Smoke Detectors, Garage Door Openers, and Security Gates)

44 Unknown

45

_____/_____
Buyer's or Lessee's Initials

© 2021 Montana Association of REALTORS®
Owner's Property Disclosure Statement, October 2021
Page 1 of 6

 / _____
Owner's Initials

46 3. ELECTRICAL SYSTEM: (Wiring, Outlets, Switches, Services, Shorts, Alterations, and Overloads)

47 Unknown

48
49

50 4. PLUMBING: (including Pipes, Drains, Faucets, Fixtures, Sump Pumps and Toilets)

51 a. Faucets, fixtures, etc.

52 Unknown

53
54

55 b. Private Septic Systems (Adherence to Health Codes, Clogging, Backing Up, Drain Field, Septic Tanks, Holding
56 Tanks, and Cesspools)

57 Unknown

58
59

60 c. Septic Systems permit in compliance with existing use of Property

61 Unknown

62
63

64 Date Septic System was last pumped?

65 Unknown

66
67

68 d. Public Sewer Systems (Clogging and Backing Up)

69 Unknown

70
71

72 5. HEATING, VENTILATION AND AIR-CONDITIONING SYSTEMS: (Central Heating including furnaces, Central Air
73 Conditioning including compressors, Heat pumps, Electric heating systems, Solar systems, Gas Leaks,
74 Thermostats, Wall/Window AC Evaporator Coolers, Humidifiers, Propane tanks) _____

75 Unknown

76
77

78 6. ADDITIONAL HEAT SOURCES: (Gas, Pellet, Wood Stoves or Fireplaces) (Compliance with Air Quality Laws,
79 Chimney Cleanliness, Chimney Fires and Adherence to Codes in Installation)

80 Wood

81
82

83 7. INSULATION: (Walls, Ceiling, Utility Bills, Vapor Barrier and Formaldehyde or Asbestos Insulation)

84 Unknown

85
86

87 8. OTHER BASIC COMPONENTS: (Interior Walls, Ceilings, Floors, Exterior Walls, Windows, Doors, Window
88 Screens, Slabs, Driveways, Sidewalks, Fences)

89 Unknown

90
91

92 9. BASEMENT: (Leakage, Flooding, Moisture or Evidence of Water, and Fuel Tanks)

93 Unknown

94
95

96 10. FOUNDATION: (Depth, Footings, Reinforcement, and Cracking)

97 Unknown

98

_____/_____
Buyer's or Lessee's Initials

 / _____
Owner's Initials

99 11. ROOF: (Rain Gutters, Leakage, Deterioration, Ice build ups and Structural Condition)

100 Unknown
101

102
103 12. WATER: (Well Production, Water Quality and Quantity, Water Rights and Abandoned Wells)

104 Unknown
105

106
107 a. Private well

108 Unknown
109

110
111 b. Public or community water systems

112 No
113

114
115 13. POOLS, OUTDOOR LIVING, ANCILLARY BUILDINGS: (Window Screens, Pool, Spa, Pool/Spa Heater, Hot Tub,
116 Sauna, Patio/Decking, Built-In Barbecue, Gazebo, Fountains, Water features, Underground Sprinklers systems
117 and controls, Partially landscaped or un-landscaped yard, Garage, Shop, Barn, Carport)

118 Unknown
119

120
121 14. Waste dump or disposal or landfill or gravel pit or commercial use in the vicinity of the Property, existing or
122 proposed, which may cause smoke, smell, noise or other nuisance, annoyance or pollution:

123 Unknown
124

125
126 15. ACCESS: (If the Property is not on a public street note any Driveway Agreements, Private Easements and Legal
127 Disputes Concerning Access)

128 Unknown
129

130
131 16. HAZARD INSURANCE/DAMAGES/CLAIMS (past and present):

132 Unknown
133

134
135 17. METHAMPHETAMINE: If the Property is inhabitable real property, the Owner represents to the best of Owner's
136 knowledge that the Property **has** **has not** been used as a clandestine Methamphetamine drug lab and
137 **has** **has not** been contaminated from smoke from the use of Methamphetamine. If the Property has been
138 used as a clandestine Methamphetamine drug lab or contaminated from smoke from the use of
139 Methamphetamine, Owner agrees to execute the Montana Association of REALTORS® "Methamphetamine
140 Disclosure Notice" and provide any documents or other information that may be required under Montana law
141 concerning the use of the Property as a clandestine Methamphetamine drug lab or the contamination of the
142 Property from smoke from the use of Methamphetamine.

143
144 18. RADON: If the Property is inhabitable real property as defined in the Montana Radon Control Act, Owner
145 represents that to the best of Owner's knowledge the Property **has** **has not** been tested for radon gas
146 and/or radon progeny and the Property **has** **has not** received mitigation or treatment for the same. If the
147 Property has been tested for radon gas and/or radon progeny, attached are any test results along with any
148 evidence of mitigation or treatment.

149
150 19. LEAD-BASED PAINT: If a residential dwelling exists on the Property and was built before the year 1978, Owner
151 **has** **has no** knowledge of lead-based paint and/or lead-based paint hazards on the Property. If Owner has
152 knowledge of lead-based paint and/or lead-based paint hazards on the Property, attached are all pertinent reports
153 and records concerning that knowledge.

_____/_____
Buyer's or Lessee's Initials

 / _____
Owner's Initials

154 20. MOLD: If the Property is inhabitable real property as defined in the Montana Mold Disclosure Act, the Owner
155 represents to the best of Owner's knowledge that the Property has has not been tested for mold and that
156 the Property has has not received mitigation or treatment for mold. If the Property has been tested for
157 mold or has received mitigation or treatment for mold, attached are any documents or other information that may
158 be required under Montana law concerning such testing, treatment or mitigation.
159

160 **If any of the following items or conditions exist relative to the Property, please check the box and provide**
161 **details below.**

- 162 1. Asbestos.
- 163 2. Noxious weeds.
- 164 3. Pests, rodents.
- 165 4. Destructive insects such as termites, pine beetles or carpenter ants. (If the Property has been tested or
- 166 treated, attach documentation.)
- 167 5. Common walls, fences and driveways that may have any effect on the Property.
- 168 6. Encroachments, easements, or similar matters that may affect your interest in the Property.
- 169 7. Room additions, structural modifications, or other alterations or repairs made without necessary permits or
- 170 HOA and HOA architectural committee permission.
- 171 8. Room additions, structural modifications, or other alterations or repairs not in compliance with building
- 172 codes.
- 173 9. Health department or other governmental licensing, compliance or issues.
- 174 10. Landfill (compacted or otherwise) on the Property or any portion thereof.
- 175 11. Location in the floodplain, shoreline master plan, wetland or other environmentally sensitive area or work
- 176 conducted by Seller in or around any natural bodies of water.
- 177 12. Settling, slippage, sliding or other soil problems.
- 178 13. Flooding, draining, grading problems, or French drains.
- 179 14. Major damage to the Property or any of the structures from fire, earthquakes, floods, slides, etc.
- 180 15. Waste dump or disposal or landfill or commercial use in the vicinity of the Property which causes smoke,
- 181 smell, noise or other pollution.
- 182 16. Hazardous or Environmental Waste: Underground storage tanks or sump pits.
- 183 17. Neighborhood noise problems or other nuisances.
- 184 18. Violations of deed restrictions, restrictive covenants or other such obligations.
- 185 19. Zoning or Historic District violations, non-conforming uses, violations of "setback" requirements, etc.
- 186 20. Zoning, Historic District or land use change planned or being considered by the city or county.
- 187 21. Street or utility improvement planned that may affect or be assessed against the Property.
- 188 22. Property Owner's Association obligations (dues, lawsuits, transfer fees, initiation fees, etc.).
- 189 23. Proposed increase in the tax assessment value or homeowner's association dues for the Property.
- 190 24. "Common area" problems.
- 191 25. Tenant problems, defaults or other tenant issues.
- 192 26. Notices of abatement or citations against the Property.
- 193 27. Lawsuits or legal proceedings (including foreclosures and bankruptcies) affecting or threatening the
- 194 Property.
- 195 28. Airport affected area.
- 196 29. Pet damage
- 197 30. Property leases including post-closing short-term rental obligations, crop share agreements, mineral leases
- 198 or reservations.
- 199 31. Other matters as set forth below.

200
201 Additional details:

202 _____

203 _____

204 _____

205 _____

206 _____

207 _____

208 _____

_____/_____
Buyer's or Lessee's Initials

 MP / _____
Owner's Initials

209 _____

210 _____

211 _____

212 _____

213 _____

214 _____

215 _____

216 _____

217 _____

218 _____

219 _____

220 _____

221 _____

222 _____

223 _____

224 _____

225 _____

226 _____

227 _____

228 _____

229 _____

230 _____

231 _____

232 _____

233 _____

234 _____

235 _____

236 _____

237 _____

238 _____

239 _____

240 _____

241 _____

242 _____

243 _____

244 _____

245 _____

246 _____

247 _____

248 _____

249 _____

250 _____

251 _____

252 _____

253 _____

254 _____

255 _____

256 _____

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.

259 Authentisign
260 Owner Mary Spridgeon Personal Representative Marie J. Hartman Date 09/29/2023

261 Owner _____ Date _____

262

_____/_____
Buyer's or Lessee's Initials

BUYER'S ACKNOWLEDGEMENT

263
264
265
266
267
268
269
270
271
272
273
274
275
276
277
278
279
280
281
282
283
284
285

Subject Property Address: 84 Diehl Ranch Road Plains MT 59859
S21, T20 N, R26 W, PLAT H SENW 2 AC

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.