

**MONTANA ASSOCIATION OF REALTORS®  
PROPERTY DISCLOSURE STATEMENT**



Date: 11/27/2023

Property: 304 E. Meany Street Plains, MT 59859

Seller(s): Robert A. Jakabosky and Lanie M. Jakabosky

Seller Agent: Deborah J. Warren

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) as required by Montana law. Regardless of what the Seller(s) has/have provided Seller Agent as set forth in the Owner's 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

Trailer has been detitled.  
Bathroom Door from mudroom is screwed shut.  
New Buyer should have woodstove & chimney inspected prior to using it.  
Front sidewalk had settled - owner re-leveled it.  
Stairwell to basement is outside of the home.

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.

Seller Agent Signature: \_\_\_\_\_

Dated: 11/29/23

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

Buyer Agent: \_\_\_\_\_

Buyer Agent Signature: \_\_\_\_\_

Dated: \_\_\_\_\_

Buyer Signature: \_\_\_\_\_

Dated: \_\_\_\_\_

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



Date: 11/27/2023

The undersigned Owner is the owner of certain real property located at 304 E. Meany Street  
in the City of Plains  
County of Sanders, Montana, which real property is legally described as:  
Plains Original Townsite, S26, T20N, R26W, Block 8, Lot 19-20

(hereafter the "Property"). Owner executes this Disclosure Statement to disclose to prospective buyers all adverse material facts which concern the Property. Montana law defines an adverse material fact as a condition, malfunction, or problem that would have a materially adverse effect on the monetary value of real property, that affects the structural integrity of any improvements located on the real property, or that presents a documented health risk to occupants of the real property or would impair the health or safety of future occupants of the real property.

OWNER'S DISCLOSURE

- ☒ Owner has never occupied the Property.  
☐ Owner has not occupied the Property since \_\_\_\_\_ (date).

Concerning adverse material facts, Montana law provides that the Owner is/are obligated to disclose any adverse material facts that concern the Property and that are actually known to the Owner. The Owner is not obligated to investigate the Property in preparing this Disclosure Statement. The Owner, other than having lived at and/or owned the Property, has no greater knowledge than what could be obtained by the Buyer's careful inspection.

**This disclosure statement is not a warranty of any kind by the Owner, the Seller Agent, or any authorized representative of the Owner involved in the sale of the Property, and it is not a contract between the Owner and Buyer. This Disclosure Statement is not a substitute for any inspections the Buyer may wish to obtain.** The Buyer is encouraged to consult their own independent inspectors to aid in the Buyer's due diligence prior to closing on the purchase of the Property.

This Disclosure Statement must be provided no later than contemporaneously with the execution of a real estate purchase contract. Unless the Buyer and Owner have otherwise agreed in writing, any contract for the purchase of the Property is not effective until 3 days after the Buyer has received this Disclosure Statement, and during that delay Buyer may withdraw or rescind any contract to purchase the Property without penalty.

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

This Disclosure Statement is considered a disclosure by the Owner only and not the Seller Agent or other authorized representative of the Seller. The Seller is not responsible for misstatements or errors in this Disclosure Statement that are based on information the Seller obtained from a reliable third-party, including a local governing agency.

\_\_\_\_\_/\_\_\_\_\_  
Buyer's or Lessee's Initials

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RAJ LJ  
Owner's Initials



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

1. APPLIANCES: (Refrigerators, Microwave, Range, Dishwasher, Garbage Disposal, Oven, Trash Compactor, Freezer, Washer, Dryer)

NONE KNOWN

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

NONE KNOWN

3. ELECTRICAL SYSTEM/UTILITY CONNECTIONS: (Wiring, Outlets, Switches, Services, Shorts, Alterations, and Overloads, or lack of utility connections)

1 DEAD OUTLET IN BEDROOM

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

NONE KNOWN

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

NA

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

NA

Date Septic System was last pumped?

NA

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

NA

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

NONE KNOWN

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

NONE KNOWN

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

NONE KNOWN

\_\_\_\_\_  
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\_\_\_\_\_  
Owner's Initials

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

MISSING SCREENS

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

NONE KNOWN

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

NONE KNOWN

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

NONE KNOWN

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

NA

a. Private well

NA

b. Public or community water systems

NONE KNOWN

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

NONE KNOWN

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

NONE KNOWN

15. ALTERATIONS: (whether any substantial additions or alterations have been made to the Property without a required permit)

NA

16. ACCESS/OWNERSHIP: (If the Property is not on a public street note any Driveway Agreements, Private Easements and Legal Disputes Concerning Access; matters affecting legal ownership or title to the Property or the Seller's ability to transfer the Property):

NA

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Owner's Initials



17. SOILS: Whether there are any problems with settling, soil, standing water, or drainage on the Property or in the immediate area:

None

18. HAZARD INSURANCE/DAMAGES/CLAIMS (past and present):

NA

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

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

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

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

23. OTHER TESTING OR TREATMENTS: Has the Property been tested or treated for the presence of fuel or chemical storage tanks, asbestos, or contaminated soil or water:

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

1. ☐ Asbestos.
2. ☒ Noxious weeds.
3. ☐ Pests, rodents.
4. ☐ Destructive insects such as termites, pine beetles or carpenter ants. (If the Property has been tested or treated, attach documentation.)
5. ☐ Common walls, fences and driveways that may have any effect on the Property.
6. ☐ Encroachments, easements, or similar matters that may affect your interest in the Property.
7. ☐ Room additions, structural modifications, or other alterations or repairs made without necessary permits or HOA and HOA architectural committee permission.
8. ☐ Room additions, structural modifications, or other alterations or repairs not in compliance with building codes.
9. ☐ Health department or other governmental licensing, compliance or issues.

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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.

Owner		Date	11-29-23
Owner		Date	1-4-24

/   
Buyer's or Lessee's Initials

**BUYER'S ACKNOWLEDGEMENT**

Subject Property Address: 304 E. Meany Street Plains, MT 59859

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 further understand that the Owner is not obligated to investigate the Property in preparing this Disclosure Statement and that the Owner, other than having lived at and/or owned the Property, has no greater knowledge than what could be obtained by the Buyer's careful inspection.

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.



# MOLD DISCLOSURE



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: 11/27/2023

3 Property Address: 304 E. Meany Street Plains, MT 59859

5 MOLD DISCLOSURE: There are many types of mold. Inhabitable properties are not, and cannot be, constructed to exclude  
6 mold. Moisture is one of the most significant factors contributing to mold growth. Information about controlling mold growth  
7 may be available from your county extension agent or health department. Certain strains of mold may cause damage to  
8 property and may adversely affect the health of susceptible persons, including allergic reactions that may include skin, eye,  
9 nose, and throat irritation. Certain strains of mold may cause infections, particularly in individuals with suppressed immune  
10 systems. Some experts contend that certain strains of mold may cause serious and even life-threatening diseases.  
11 However, experts do not agree about the nature and extent of the health problems caused by mold or about the level of  
12 mold exposure that may cause health problems. The Centers for Disease Control and Prevention is studying the link  
13 between mold and serious health conditions. The seller, landlord, seller's agent, buyer's agent, or property manager cannot  
14 and does not represent or warrant the absence of mold. It is the buyer's or tenant's obligation to determine whether a mold  
15 problem is present. To do so, the buyer or tenant should hire a qualified inspector and make any contract to purchase, rent,  
16 or lease contingent upon the results of that inspection. A seller, landlord, seller's agent, buyer's agent, or property manager  
17 who provides this mold disclosure statement, provides for the disclosure of any prior testing and any subsequent mitigation  
18 or treatment for mold, and discloses any knowledge of mold is not liable in any action based on the presence of or  
19 propensity for mold in a building that is subject to any contract to purchase, rent, or lease.

21 The undersigned, Seller, Landlord, Seller's Agent and/or Property Manager disclose that they have knowledge that the  
22 building or buildings on the property have mold present in them. This disclosure is made in recognition that all  
23 inhabitable properties contain mold, as defined by the Montana Mold Disclosure Act (any mold, fungus, mildew or  
24 spores). The undersigned are not representing that a significant mold problem exists or does not exist on the property,  
25 as such a determination may only be made by a qualified inspector.

27 If Seller/Landlord knows a building located on the property has been tested for mold, Seller/Landlord has previously  
28 provided or with this Disclosure provides the Buyer/Tenant a copy of the results of that test (if available) and evidence of  
29 any subsequent mitigation or treatment.

30 <u>Robert A. Johnson</u>	31 <u>11-29-23</u>	32 <u>Deborah Warren</u>	33 <u>1/5/24</u>
Seller/Landlord	Date	Seller's Agent/Property Manager	Date
34 <u>[Signature]</u>	35 <u>1-4-24</u>	36 <u>[Signature]</u>	37 <u>[Signature]</u>
Seller/Landlord	Date	Seller's Agent/Property Manager	Date

37 ACKNOWLEDGMENT: The undersigned Buyer/Tenant, Buyer's Agent or Statutory Broker acknowledges receipt of this  
38 Disclosure, the test results (if available) and evidence of subsequent mitigation or treatment. The undersigned  
39 Buyer/Tenant agrees that it is their responsibility to hire a qualified inspector to determine if a significant mold problem  
40 exists or does not exist on the property. They further acknowledge that the Seller, Landlord, Seller's Agent, Buyer's  
41 Agent, Statutory Broker and/or Property Manager, who have provided this Disclosure, are not liable for any action based  
42 on the presence of or propensity for mold in the property.

43 <u>[Signature]</u>	44 <u>[Signature]</u>
45 Buyer/Tenant	Buyer's Agent/Statutory Broker
46 <u>[Signature]</u>	47 <u>[Signature]</u>
48 Buyer/Tenant	Buyer's Agent/Statutory Broker

**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.



## SQUARE FOOTAGE DISCLOSURE



1 Square footage is provided for the purpose of **marketing**, **may not** be exact, and is **not** for loan, valuation or  
2 other purposes. If exact square footage is a concern, the property should be independently measured.

3 In conjunction with the Buy/Sell Agreement dated 11/27/2023, for property located at:

4 Address: 304 E. Meany Street City Plains County Sanders Zip 59859

5 Legal Description: Plains Original Townsite, S26, T20N, R26W, Block 8, Lot 19-20

6 \_\_\_\_\_

7 Licensee is providing information on square footage as indicated below:

8	Source Information	Approximate Square Footage
9	<input type="checkbox"/> Prior Appraisal	<u>Main Floor: 1296 sq. ft.</u>
10	<input type="checkbox"/> Building Plans	<u>Basement: 1296 Sq. Ft.</u>
11	<input checked="" type="checkbox"/> Assessor's Office	_____
12	<input type="checkbox"/> Other _____	_____
13	_____	_____
14	_____	_____

15 Buyer and Seller are advised to verify this information. Any independent measurement or investigation  
16 should be completed in compliance with the Inspection Addendum.

17  
18 [Signature] 11-29-23 \_\_\_\_\_  
19 Seller Date Buyer Date

20  
21 [Signature] 1-4-24 \_\_\_\_\_  
22 Seller Date Buyer Date

23  
24 [Signature] 1/5/24 \_\_\_\_\_  
25 Broker/Salesperson Date Broker/Salesperson Date

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# LEAD-BASED PAINT DISCLOSURE



Date: 11/27/2023

Property Address: 304 E. Meany Street Plains, MT 59859

**Lead Warning Statement:** Every Buyer of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The Seller of any interest in residential real property is required to provide the Buyer with any information on lead-based paint hazards from risk assessments or inspections in the Seller's possession and notify the Buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

**Seller's Disclosures:** The Seller hereby discloses the presence of lead-based paint and/or lead-based paint hazards by checking the appropriate boxes as follows:

(a) Presence of lead-based paint and/or lead-based paint hazards (check one below):

☐ Seller knows that lead-based paint and/or lead-based paint hazards are present in the property (explain):

☒ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the property.

(b) Records and Reports available to the Seller (check one below):

☐ Seller has provided the Buyer with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the property. Those reports and records are itemized as follows:

☒ Seller has no records or reports pertaining to lead-based paint and/or lead-based paint hazards in the property.

**Buyer's Acknowledgment:** Buyer acknowledges, by his/her initials in the blanks provided below, as follows:

(c) ☐ Buyer has received copies of all information listed in item (b), if any.

(d) ☐ Buyer has received the pamphlet "Protect Your Family From Lead in Your Home."

If the delivery of the documents referenced in subsection (c) or (d) occurs after the full execution of the Buy-Sell Agreement (the Agreement) by all parties, Buyer has a right to cancel as set forth in the Agreement.

(e) ☐ Buyer has (check one below):

☐ Received a 10-day opportunity (or other mutually agreed upon period) to conduct a risk assessment or inspection of the presence of lead-based paint hazards (in which event the parties have entered a Lead-Based Paint Contingency Addendum); or

☐ Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

**Broker/Salesperson's Acknowledgment:** The Seller Broker/Salesperson (or if no listing Broker/Salesperson, any Broker/Salesperson in the transaction) acknowledges, by his/her initials in the blank provided below, as follows:

(f) ☐ Broker/Salesperson has informed the Seller of the Seller's obligations under 42 U.S.C. §4852(d) and is aware of his/her responsibility to ensure compliance.

**Certifications:** The undersigned have reviewed the information above and certify, to the best of their knowledge, that the information, which they have provided is true and accurate.

Robert A. Jahn 11-29-23  
Seller Date Buyer Date

[Signature] 1-4-24  
Seller Date Buyer Date

[Signature] 1/5/24  
Seller Broker/Salesperson Date

(if no Seller Broker/Salesperson, Buyer Broker/Salesperson to sign)

**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.