

MONTANA ASSOCIATION OF REALTORS® PROPERTY DISCLOSURE STATEMENT



Date: 3/4/2024

Property: 403 & 405 Hubbard St. / NEN Stanton St. Plains MT 59859

Seller(s): Estate of Meggen L. Ryan

Seller Agent: George Bailey

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

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:

George Bailey

Anita Bailey

George Bailey/Anita Bailey

03/10/24

Dated: 03/10/24

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

Buyer Agent:

Buyer Agent Signature:

Dated:

Buyer Signature:

Dated:

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Property Disclosure Statement, September 2023

OWNER'S PROPERTY DISCLOSURE STATEMENT

MONTANA ASSOCIATION OF REALTORS® STANDARD FORM



Date: 3/4/2024

The undersigned Owner is the owner of certain real property located at 403 & 405 Hubbard St. / NHN Stanton St., in the City of Plains,
County of Sanders, Montana, which real property is legally described as:

Parcel 1: A parcel of land in S35 T20N R26W, Lot 1A on COS #2555.
Parcel 2: A parcel of land in S26, S27, & S35 T20N R26W, Lot 1-B on COS #255.
Parcel 3: A parcel of land in SW4 of S26 T20N R26W on COS #1116.

(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.

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- 47 Please describe any adverse material facts concerning the items listed, or other components, fixtures or matters.
48
49 1. APPLIANCES: (Refrigerators, Microwave, Range, Dishwasher, Garbage Disposal, Oven, Trash Compactor,
50 Freezer, Washer, Dryer)
51 _____
52 _____
53
54 2. COMPONENTS and BUILT-IN SYSTEMS: (Water Softener, Water Conditioners, Exhaust Fans, Central Vacuum
55 System and components, Water Heater, Washer/Dryer Hookups, Ceiling Fan, Intercoms, Remote Controls, T.V.
56 Antenna, Satellite Dish, Central sound systems, Wiring for phone, cable and internet, Security Alarms, Fire
57 Alarms, Smoke Detectors, Garage Door Openers, and Security Gates)
58 _____
59 _____
60
61 3. ELECTRICAL SYSTEM/UTILITY CONNECTIONS: (Wiring, Outlets, Switches, Services, Shorts, Alterations, and
62 Overloads, or lack of utility connections)
63 _____
64 _____
65
66 4. PLUMBING: (including Pipes, Drains, Faucets, Fixtures, Sump Pumps and Toilets)
67 a. Faucets, fixtures, etc.
68 _____
69 _____
70
71 b. Private Septic Systems (Adherence to Health Codes, Clogging, Backing Up, Drain Field, Septic Tanks, Holding
72 Tanks, and Cesspools)
73 _____
74 _____
75
76 c. Septic Systems permit in compliance with existing use of Property
77 _____
78 _____
79
80 Date Septic System was last pumped?
81 _____
82 _____
83
84 d. Public Sewer Systems (Clogging and Backing Up)
85 _____
86 _____
87
88 5. HEATING, VENTILATION AND AIR-CONDITIONING SYSTEMS: (Central Heating including furnaces, Central Air
89 Conditioning including compressors, Heat pumps, Electric heating systems, Solar systems, Gas Leaks,
90 Thermostats, Wall/Window AC Evaporator Coolers, Humidifiers, Propane tanks)
91 _____
92 _____
93
94 6. ADDITIONAL HEAT SOURCES: (Gas, Pellet, Wood Stoves or Fireplaces) (Compliance with Air Quality Laws,
95 Chimney Cleanliness, Chimney Fires and Adherence to Codes in Installation)
96 _____
97 _____
98
99 7. INSULATION: (Walls, Ceiling, Utility Bills, Vapor Barrier and Formaldehyde or Asbestos Insulation)
100 _____
101 _____

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- 102 8. OTHER BASIC COMPONENTS: (Interior Walls, Ceilings, Floors, Exterior Walls, Windows, Doors, Window
 103 Screens, Slabs, Driveways, Sidewalks, Fences)
 104 _____
 105 _____
 106 _____
- 107 9. BASEMENT: (Leakage, Flooding, Moisture or Evidence of Water or water intrusion, and Fuel Tanks)
 108 _____
 109 _____
 110 _____
- 111 10. FOUNDATION: (Depth, Footings, Reinforcement, and Cracking)
 112 _____
 113 _____
 114 _____
- 115 11. ROOF: (Rain Gutters, Leakage, Deterioration, Ice build ups and Structural Condition)
 116 _____
 117 _____
 118 _____
- 119 12. WATER: (Well Production, Water Quality and Quantity, Water Rights and Abandoned Wells)
 120 _____
 121 _____
 122 _____
- 123 a. Private well
 124 _____
 125 _____
 126 _____
- 127 b. Public or community water systems
 128 _____
 129 _____
 130 _____
- 131 13. POOLS, OUTDOOR LIVING, ANCILLARY BUILDINGS: (Window Screens, Pool, Spa, Pool/Spa Heater, Hot Tub,
 132 Sauna, Patio/Decking, Built-In Barbecue, Gazebo, Fountains, Water features, Underground Sprinklers systems
 133 and controls, Partially landscaped or un-landscaped yard, Garage, Shop, Barn, Carport)
 134 _____
 135 _____
 136 _____
- 137 14. NUISANCES/HAZARDOUS MATERIALS: Waste dump or disposal or landfill or gravel pit or commercial use in
 138 the vicinity of the Property, existing or proposed, which may cause smoke, smell, noise or other nuisance,
 139 annoyance or pollution, any hazardous materials or pest infestations located on the Property or in the immediate
 140 area:
 141 _____
 142 _____
 143 _____
- 144 15. ALTERATIONS: (whether any substantial additions or alterations have been made to the Property without a
 145 required permit) _____
 146 _____
 147 _____
- 148 16. ACCESS/OWNERSHIP: (If the Property is not on a public street note any Driveway Agreements, Private
 149 Easements and Legal Disputes Concerning Access; matters affecting legal ownership or title to the Property or
 150 the Seller's ability to transfer the Property):
 151 _____
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17. SOILS: Whether there are any problems with settling, soil, standing water, or drainage on the Property or in the immediate area:

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

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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- 208 10. ☐ Landfill (compacted or otherwise) on the Property or any portion thereof.
209 11. ☐ Location in the floodplain, shoreline master plan, wetland or other environmentally sensitive area or work
210 conducted by Seller in or around any natural bodies of water.
211 12. ☐ Settling, slippage, sliding or other soil problems.
212 13. ☐ Flooding, draining, grading problems, or French drains.
213 14. ☐ Major damage to the Property or any of the structures from fire, earthquakes, floods, slides, etc.
214 15. ☐ Waste dump or disposal or landfill or commercial use in the vicinity of the Property which causes smoke,
215 smell, noise or other pollution.
216 16. ☐ Hazardous or Environmental Waste: Underground storage tanks or sump pits.
217 17. ☐ Neighborhood noise problems or other nuisances.
218 18. ☐ Violations of deed restrictions, restrictive covenants or other such obligations.
219 19. ☐ Zoning or Historic District violations, non-conforming uses, violations of "setback" requirements, etc.
220 20. ☐ Zoning, Historic District or land use change planned or being considered by the city or county.
221 21. ☐ Street or utility improvement planned that may affect or be assessed against the Property.
222 22. ☐ Property Owner's Association obligations (dues, lawsuits, transfer fees, initiation fees, etc.).
223 23. ☐ Proposed increase in the tax assessment value or homeowner's association dues for the Property.
224 24. ☐ "Common area" problems.
225 25. ☐ Tenant problems, defaults or other tenant issues.
226 26. ☐ Notices of abatement or citations against the Property.
227 27. ☐ Lawsuits or legal proceedings (including foreclosures and bankruptcies) affecting or threatening the
228 Property.
229 28. ☐ Airport affected area.
230 29. ☐ Pet damage
231 30. ☐ Property leases including post-closing short-term rental obligations, crop share agreements, mineral leases
232 or reservations.
233 31. ☐ Other matters as set forth below including environmental issues, structural system issues, mechanical
234 issues, legal issues, physical issues, or others not listed above of which the Seller has actual knowledge
235 concerning the Property.
236

237 Additional details:

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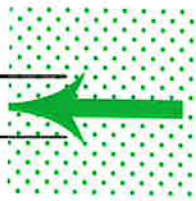
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Lined area for text entry.

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.

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Owner	<u>Kyle Hartse</u>	Kyle Hartse, PR	Date	<u>3/5/2024</u>
Owner	<u>Caitlin Parke, PR</u>	Caitlin Parke, PR	Date	<u>3/6/24</u>



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BUYER'S ACKNOWLEDGEMENT

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 299
 300 Subject Property Address: 403 & 405 Hubbard St. / NEH Stanton St. Plains MT 59859
 301 Parcel 1: A parcel of land in S35 T20N R26W, Lot 1A on COS #2555.
 302 Parcel 2: A parcel of land in S26, S27, & S35 T20N R26W, Lot 1-B on COS #255.
 303 Parcel 3: A parcel of land in SW4 of S26 T20N R26W on COS #1116.
 304 Buyer(s) understand that the foregoing disclosure statement sets forth any adverse material facts concerning the
 305 Property that are known to the Owner. The disclosure statement does not provide any representations or
 306 warranties concerning the Property, nor does the fact this disclosure statement fails to note an adverse
 307 material fact concerning a particular feature, fixture or element imply that the same is free of defects.
 308
 309 Buyer further understand that the Owner is not obligated to investigate the Property in preparing this Disclosure
 310 Statement and that the Owner, other than having lived at and/or owned the Property, has no greater knowledge than
 311 what could be obtained by the Buyer's careful inspection.
 312
 313 Buyer(s) is/are encouraged to obtain professional advice, inspections or both of the Property and to provide for
 314 appropriate provisions in a contract between buyer(s) and owner(s) with respect to any advice, inspections or defects.
 315 Buyer(s) are not relying upon this property disclosure statement for buyer(s)' determination of the overall
 316 condition of the Property in lieu of other inspections, reports or advice.
 317
 318 I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS STATEMENT.
 319
 320
 321 _____ Date _____
 322 Buyer's/Lessee's Signature
 323
 324 _____ Date _____
 325 Buyer's/Lessee's Signature

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.

LEAD-BASED PAINT DISCLOSURE



Date: 3/4/2024

Property Address: 403 & 405 Hubbard St. / NEN Stanton St. 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:

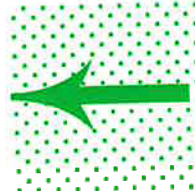
- (c) _____ Buyer has received copies of all information listed in item (b), if any.
- (d) _____ Buyer has received the pamphlet "Protect Your Family From Lead in Your Home."
- If the delivery of the documents referenced in subsection (c) or (d) occurs after the full execution of the Buy-Sell Agreement (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:

(Initials) _____ 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.

X <u>Kyle Hartse</u>	<u>3/5/2024</u>		
Seller Kyle Hartse, PR	Date	Buyer	Date
X <u>Caitlin Parke</u>	<u>3/6/24</u>		
Seller Caitlin Parke, PR	Date	Buyer	Date
<u>George Bailey</u> 03/10/24	<u>Anita Bailey</u> 03/10/24		
Seller Broker/Salesperson	Date		
(if no Seller Broker/Salesperson, Buyer Broker/Salesperson to sign)			
George Bailey			



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.

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Lead-Based Paint Disclosure, October 2021