

MONTANA ASSOCIATION OF REALTORS® PROPERTY DISCLOSURE STATEMENT



1 Date: August 11, 2022

2
3 Property: 402 Whitepine Creek rd., Trout Creek, MT 59874

4 Seller(s): Gerald L. Johnson JR, Kim Marie Johnson

5 Seller Agent: Lisa Hampton/Ben Castle

6
7 Concerning adverse material facts, Montana law provides that a seller agent is obligated to:

- 8 • disclose to a buyer or the buyer agent any adverse material facts that concern the property and that are
- 9 known to the seller agent, except that the seller agent is not required to inspect the property or verify any
- 10 statements made by the seller; and
- 11 • disclose to a buyer or the buyer agent when the seller agent has no personal knowledge of the veracity of
- 12 information regarding adverse material facts that concern the property.

13
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(s) 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

22
23 • *New Roof on Two story Garage, 100% repaired*
24 *and replaced. Damage from Partial tree collapse.*
25 • *Drainage on both sides. off drive way required.*
26 *French drain on west side. DRY STREAM bed on*
27 *west side. Catch basin at top of driveway.*

28
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: *Lisa Hampton / B*
36 Lisa Hampton/Ben Castle

37 Dated: August 11, 2022

38
39 Buyer and Buyer Agent acknowledge receipt of this Property Disclosure Statement.

40
41 Buyer Agent: _____

42
43 Buyer Agent Signature: _____

44
45 Dated: _____

46
47 Buyer Signature: _____

48
49 Dated: _____

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



1 Date: August 11, 2022

2
3 The undersigned Owner is the owner of certain real property located at 402 Whitepine Creek rd.
4 _____, in the City of Trout Creek,
5 County of Sanders, Montana, which real property is legally described as:
6 Lot 21 of Whitepine Creek Ranchettes, 38.053+- acres located in Sec15/T23N/R31W.
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 _____ (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. If
34 space is inadequate, please use the attached Addendum to Owner's Property Disclosure Statement.
35

- 36 1. APPLIANCES: (Refrigerators, Microwave, Range, Dishwasher, Garbage Disposal, Oven, Trash Compactor,
37 Freezer, Washer, Dryer)
38 _____
39 _____
40

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

Buyer's or Lessee's Initials

Owner's Initials

- 47 3. ELECTRICAL SYSTEM: (Wiring, Outlets, Switches, Services, Shorts, Alterations, and Overloads)
- 48 _____
- 49 _____
- 50 _____
- 51 4. PLUMBING: (including Pipes, Drains, Faucets, Fixtures, Sump Pumps and Toilets)
- 52 a. Faucets, fixtures, etc.
- 53 *IF Cabin not occupied during Cold*
- 54 *months, Plumbing System needs to be winterized*
- 55 _____
- 56 b. Private Septic Systems (Adherence to Health Codes, Clogging, Backing Up, Drain Field, Septic Tanks, Holding
- 57 Tanks, and Cesspools)
- 58 _____
- 59 _____
- 60 _____
- 61 c. Septic Systems permit in compliance with existing use of Property
- 62 _____
- 63 _____
- 64 _____
- 65 Date Septic System was last pumped?
- 66 _____
- 67 _____
- 68 _____
- 69 d. Public Sewer Systems (Clogging and Backing Up)
- 70 _____
- 71 _____
- 72 _____
- 73 5. HEATING, VENTILATION AND AIR-CONDITIONING SYSTEMS: (Central Heating including furnaces, Central Air
- 74 Conditioning including compressors, Heat pumps, Electric heating systems, Solar systems, Gas Leaks,
- 75 Thermostats, Wall/Window AC Evaporator Coolers, Humidifiers, Propane tanks)
- 76 _____
- 77 _____
- 78 _____
- 79 6. ADDITIONAL HEAT SOURCES: (Gas, Pellet, Wood Stoves or Fireplaces) (Compliance with Air Quality Laws,
- 80 Chimney Cleanliness, Chimney Fires and Adherence to Codes in Installation)
- 81 _____
- 82 _____
- 83 _____
- 84 7. INSULATION: (Walls, Ceiling, Utility Bills, Vapor Barrier and Formaldehyde or Asbestos Insulation)
- 85 _____
- 86 _____
- 87 _____
- 88 8. OTHER BASIC COMPONENTS: (Interior Walls, Ceilings, Floors, Exterior Walls, Windows, Doors, Window
- 89 Screens, Slabs, Driveways, Sidewalks, Fences)
- 90 _____
- 91 _____
- 92 _____
- 93 9. BASEMENT: (Leakage, Flooding, Moisture or Evidence of Water, and Fuel Tanks)
- 94 _____
- 95 _____
- 96 _____
- 97 10. FOUNDATION: (Depth, Footings, Reinforcement, and Cracking)
- 98 _____
- 99 _____

Buyer's or Lessee's Initials

[Handwritten Signature] JMJ
Owner's Initials

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

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

106 _____
107 _____
108 _____

109 a. Private well

110 _____
111 _____
112 _____

113 b. Public or community water systems

114 _____
115 _____
116 _____

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

120 _____
121 _____
122 _____

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

125 _____
126 _____
127 _____

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

130 _____
131 _____
132 _____

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

134 _____
135 _____
136 _____

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

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

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

Buyer's or Lessee's Initials

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Owner's Property Disclosure Statement, April 2021

 [J.M.J]
Owner's Initials

156 20. MOLD: If the Property is inhabitable real property as defined in the Montana Mold Disclosure Act, the Owner
157 represents to the best of Owner's knowledge that the Property has has not been tested for mold and that
158 the Property has has not received mitigation or treatment for mold. If the Property has been tested for
159 mold or has received mitigation or treatment for mold, attached are any documents or other information that may
160 be required under Montana law concerning such testing, treatment or mitigation.
161

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

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

202
203 Additional details:

204 *① Drainage on both sides of driveway.*
 205 *French drain on west side. Dry stream bed*
 206 *on east side.*

207 *② Garage roof 100% repaired & replaced*
 208 *tree fall damage. Remainder of tree has*
 209 *been cut down*

210 *③ an occasional mouse*

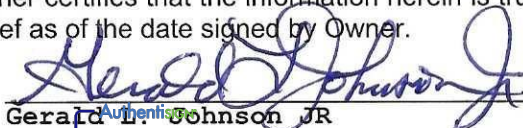
Buyer's or Lessee's Initials

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Owner's Property Disclosure Statement, April 2021

[Signature] J.M.J.
Owner's Initials

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

251
 252 Owner  Date 08/11/2022
 253 Authentisign
 254 Owner Kim Marie Johnson Date 08/11/2022

254 Kim Marie Johnson
 254 Authentisign

 Buyer's or Lessee's Initials

BUYER'S ACKNOWLEDGEMENT

255
256
257
258
259
260

Subject Property Address: 402 Whitepine Creek Rd. Trout Creek, Montana

261 Buyer(s) understand that the foregoing disclosure statement sets forth any adverse material facts concerning the
262 Property that are known to the Owner. **The disclosure statement does not provide any representations or**
263 **warranties concerning the Property, nor does the fact this disclosure statement fails to note an adverse**
264 **material fact concerning a particular feature, fixture or element imply that the same is free of defects.**
265

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

270
271 I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS STATEMENT.

272
273 _____
274 Buyer's/Lessee's Signature Date

275
276 _____
277 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 holidays. Any performance which is required to be completed on a Saturday, Sunday or holiday can be performed on the next business day.