

MONTANA ASSOCIATION OF REALTORS®
PROPERTY DISCLOSURE STATEMENT



1 Date: 04/14/2021
2
3 Property: 22050 Nine Mile Road Huson MT 59846
4 Seller(s): Connie J Wiedrich
5 Seller Agent: Theresa Lunn
6

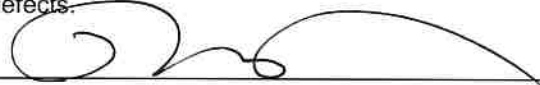
- 7 Concerning adverse material facts, Montana law provides that a seller agent is obligated to:
8
9 • disclose to a buyer or the buyer agent any adverse material facts that concern the property and that are
10 known to the seller agent, except that the seller agent is not required to inspect the property 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

22 **No known adverse conditions**
23
24
25
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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 Theresa Lunn
37 Dated: _____
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



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: 04/14/2021

2
3 The undersigned Owner is the owner of certain real property located at 22050 Nine Mile Road
4 Huson MT 59846, in the City of Huson,
5 County of Missoula, Montana, which real property is legally described as:
6 S01, T15 N, R23 W, ACRES 10, TR 1 IN SE4

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.

15
16 **OWNER'S DISCLOSURE**

- 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 double oven built in Range top
39 w/d negotiable ice maker does not drop ice (makes ice)
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 3 ceiling fans
47

Buyer's or Lessee's Initials

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Owner's Property Disclosure Statement, April 2019
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CPW
Owner's Initials

- 48 3. ELECTRICAL SYSTEM: (Wiring, Outlets, Switches, Services, Shorts, Alterations, and Overloads)
 49 good working order
 50
 51
- 52 4. PLUMBING: (including Pipes, Drains, Faucets, Fixtures, Sump Pumps and Toilets)
 53 a. Faucets, fixtures, etc.
 54 new type toilets, walk in handicap shower
 55 handicap base
 56
 57 b. Private Septic Systems (Adherence to Health Codes, Clogging, Backing Up, Drain Field, Septic Tanks, Holding
 58 Tanks, and Cesspools)
 59 no documents on septic
 60 no known problems
 61
 62 c. Septic Systems permit in compliance with existing use of Property
 63 See above
 64
 65
 66 Date Septic System was last pumped?
 67 once in 32 years
 68
 69
 70 d. Public Sewer Systems (Clogging and Backing Up)
 71
 72
 73
- 74 5. HEATING, VENTILATION AND AIR-CONDITIONING SYSTEMS: (Central Heating including furnaces, Central Air
 75 Conditioning including compressors, Heat pumps, Electric heating systems, Solar systems, Gas Leaks,
 76 Thermostats, Wall/Window AC Evaporator Coolers, Humidifiers, Propane tanks)
 77 electric furnace, wood burning stove (earth)
 78 traditional fireplace
 79
- 80 6. ADDITIONAL HEAT SOURCES: (Gas, Pellet, Wood Stoves or Fireplaces) (Compliance with Air Quality Laws,
 81 Chimney Cleanliness, Chimney Fires and Adherence to Codes in Installation)
 82
 83
 84
- 85 7. INSULATION: (Walls, Ceiling, Utility Bills, Vapor Barrier and Formaldehyde or Asbestos Insulation)
 86 To Code when built
 87
 88
- 89 8. OTHER BASIC COMPONENTS: (Interior Walls, Ceilings, Floors, Exterior Walls, Windows, Doors, Window
 90 Screens, Slabs, Driveways, Sidewalks, Fences)
 91
 92
 93
- 94 9. BASEMENT: (Leakage, Flooding, Moisture or Evidence of Water, and Fuel Tanks)
 95 Crawle space
 96
 97
- 98 10. FOUNDATION: (Depth, Footings, Reinforcement, and Cracking)
 99 cement blocks
 100

[Signature]
 Buyer's or Lessee's Initials

[Signature]
 Owner's Initials

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

+ 7 yrs olds metal roofing w snow stops

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

see below

a. Private well

no documents, have used for domestic plus irrigation for 30 yrs.

b. Public or community water systems

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)

2 covered porches roof cellar

14. 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:

none

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

an access off county road

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

*+ 10 years ago hot water heater had leak
replaced flooring in master bath*

17. 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. If the Property has been used as a clandestine Methamphetamine drug lab 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.

18. 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.

19. 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.

Buyer's or Lessee's Initials

[Signature]

Owner's Initials



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

161 **If any of the following items or conditions exist relative to the Property, please check the box and provide**
162 **details on the attached addendum.**

- 163 1. Asbestos.
- 164 2. Noxious weeds.
- 165 3. Pests, rodents.
- 166 4. Destructive insects such as termites, pine beetles or carpenter ants. (If the Property has been tested or
167 treated, attach documentation.)
- 168 5. Common walls, fences and driveways that may have any effect on the Property.
- 169 6. Encroachments, easements, or similar matters that may affect your interest in the Property.
- 170 7. Room additions, structural modifications, or other alterations or repairs made without necessary permits or
171 HOA and HOA architectural committee permission.
- 172 8. Room additions, structural modifications, or other alterations or repairs not in compliance with building
173 codes.
- 174 9. Health department or other governmental licensing, compliance or issues.
- 175 10. Landfill (compacted or otherwise) on the Property or any portion thereof.
- 176 11. Location in the floodplain, shoreline master plan, wetland or other environmentally sensitive area.
- 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, 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 in the attached addendum.

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

203
204 Owner *Connie J. Wiedrich* Date 4/14/21
205 Connie J Wiedrich
206 Owner _____ Date _____

Buyer's or Lessee's Initials