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MONTANA ASSOCIATION OF REALTORS® PROPERTY DISCLOSURE STATEMENT



1 Date: 06/05/2024

2
3 Property: 4509 Dearborn Canyon Road, Augusta, MT 59410

4 Seller(s): Vee Ann Diebel and John Thomas Diebel

5 Seller Agent: Jennifer Barnett

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) as required by Montana law. Regardless of what the Seller(s) has/have
17 provided Seller Agent as set forth in the Owner's Property Disclosure Statement, **except as set forth below**, the
18 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
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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: Jennifer Barnett

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36
37 Dated: _____
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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: _____
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49 Dated: _____

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



Date: 06/05/2024

The undersigned Owner is the owner of certain real property located at 4509 Dearborn Canyon Road
in the City of Augusta,
County of Lewis and Clark County, Montana, which real property is legally described as:
S27, T18 N, R07 W, M&B TRACT IN SW4SE4 & SE4SW4

(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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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)

all appliances are 5 yrs old

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)

on-demand water heater

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

all new in 5 yrs

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

all new in 5 yrs

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

pumped 12/2023

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

Date Septic System was last pumped?

12/2023

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

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)

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)

all new in 5 yrs

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

all new in 5 yrs

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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 *all new 5yrs*
105
106
- 107 9. BASEMENT: (Leakage, Flooding, Moisture or Evidence of Water or water intrusion, and Fuel Tanks)
108 *N/A*
109
110
- 111 10. FOUNDATION: (Depth, Footings, Reinforcement, and Cracking)
112 *all new 5yrs*
113
114
- 115 11. ROOF: (Rain Gutters, Leakage, Deterioration, Ice build ups and Structural Condition)
116 *all new 5yrs*
117
118
- 119 12. WATER: (Well Production, Water Quality and Quantity, Water Rights and Abandoned Wells)
120 ~~10 ft~~ *10 ft from working well*
121
122
- 123 a. Private well
124 *yes 7 gal/min.*
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 *all new with in 5yrs*
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 *N/A*
142
143
- 144 15. ALTERATIONS: (whether any substantial additions or alterations have been made to the Property without a
145 required permit) *N/A*
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 *access off Dearborn Canyon Rd.*
152
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- 154 17. SOILS: Whether there are any problems with settling, soil, standing water, or drainage on the Property or in the
155 immediate area:
156 N/A
157
158
159 18. HAZARD INSURANCE/DAMAGES/CLAIMS (past and present):
160
161
162
163 19. METHAMPHETAMINE: If the Property is inhabitable real property, the Owner represents to the best of Owner's
164 knowledge that the Property ☐ has ☒ has not been used as a clandestine Methamphetamine drug lab and
165 ☐ has ☒ has not been contaminated from smoke from the use of Methamphetamine. If the Property has been
166 used as a clandestine Methamphetamine drug lab or contaminated from smoke from the use of
167 Methamphetamine, Owner agrees to execute the Montana Association of REALTORS® "Methamphetamine
168 Disclosure Notice" and provide any documents or other information that may be required under Montana law
169 concerning the use of the Property as a clandestine Methamphetamine drug lab or the contamination of the
170 Property from smoke from the use of Methamphetamine.
171
172 20. RADON: If the Property is inhabitable real property as defined in the Montana Radon Control Act, Owner
173 represents that to the best of Owner's knowledge the Property ☐ has ☒ has not been tested for radon gas
174 and/or radon progeny and the Property ☐ has ☒ has not received mitigation or treatment for the same. If the
175 Property has been tested for radon gas and/or radon progeny, attached are any test results along with any
176 evidence of mitigation or treatment.
177
178 21. LEAD-BASED PAINT: If a residential dwelling exists on the Property and was built before the year 1978, Owner
179 ☐ has ☒ has no knowledge of lead-based paint and/or lead-based paint hazards on the Property. If Owner has
180 knowledge of lead-based paint and/or lead-based paint hazards on the Property, attached are all pertinent reports
181 and records concerning that knowledge.
182
183 22. MOLD: If the Property is inhabitable real property as defined in the Montana Mold Disclosure Act, the Owner
184 represents to the best of Owner's knowledge that the Property ☐ has ☒ has not been tested for mold and that
185 the Property ☐ has ☒ has not received mitigation or treatment for mold. If the Property has been tested for
186 mold or has received mitigation or treatment for mold, attached are any documents or other information that may
187 be required under Montana law concerning such testing, treatment or mitigation.
188
189 23. OTHER TESTING OR TREATMENTS: Has the Property been tested or treated for the presence of fuel or
190 chemical storage tanks, asbestos, or contaminated soil or water:
191 N/A
192
193

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

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

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 JTB / [Signature]
Owner's Initials

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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

6-5-24

Owner



Date

6-5-24



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Buyer's or Lessee's Initials

298 **BUYER'S ACKNOWLEDGEMENT**

299
300 Subject Property Address: 4509 Dearborn Canyon Road, Augusta, MT 59410

301
302
303
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 Buyer's/Lessee's Signature

Date

322
323
324 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.