



# MONTANA ASSOCIATION OF REALTORS® PROPERTY DISCLOSURE STATEMENT (LAND)



1 Date: 06/01/2022

3 Property: 19757 Montana Hwy 35 Bigfork MT 59911

4 Seller(s): Benjamin C Pierce

5 Seller Agent: Kevin Wetherell

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

- 9 • 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
- 12 • 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.

15 The Seller Agent identified above is providing the attached Owner's Property Disclosure Statement (Land) that has been completed and signed by the Seller(s), if one has been made available to the Seller Agent by the Seller(s). Regardless of whether Seller(s) has/have provided Seller Agent with an Owner's Property Disclosure Statement (Land), **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 the Property

29 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.

35 Seller Agent Signature: *Kevin Wetherell*  
Kevin Wetherell

37 Dated: 06/01/2022

39 Buyer and Buyer Agent acknowledge receipt of this Property Disclosure Statement (Land).

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

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

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

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

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

# OWNER'S PROPERTY DISCLOSURE STATEMENT (LAND) MONTANA ASSOCIATION OF REALTORS® STANDARD FORM



1 Date: 06/01/2022

2  
3 The undersigned Owner is the owner of certain real property located at \_\_\_\_\_  
4 19757 Montana Hwy 35, in the City of Bigfork,  
5 County of Lake, Montana, which real property is legally described as:  
6 FLATHEAD LAKE SHORE TRACTS, S08, T25 N, R19 W, Lot 14, ACRES 3.02

7  
8  
9 (hereafter the "Property"). Owner executes this Disclosure Statement to disclose to prospective buyers all adverse  
10 material facts which concern the Property. Montana law defines an adverse material fact as a fact that should be  
11 recognized as being of enough significance as to affect a person's decision to enter into a contract to buy or sell real  
12 property and may be a fact that materially affects the value of the Property, that affects the structural integrity of the  
13 Property, or that presents a documented health risk to occupants of the Property.

### OWNER'S DISCLOSURE

- 14
- 15
- 16
- 17  Owner has never been to the Property.
- 18  Owner has not been to the Property since 05/26/2022 (date).
- 19

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

26  
27 This information is a disclosure by the Owner of known adverse material facts concerning the Property as of the above  
28 date. **It is not a warranty or representation of any kind by the Owner and it is not a contract between Owner and  
29 buyer. This disclosure statement is not a substitute for any inspections the buyer may wish to obtain.**

30  
31 Please describe any adverse material facts concerning the items listed, or other components, fixtures or matters. If  
32 space is inadequate, please use the attached Addendum to Owner's Property Disclosure Statement.

33  
34 Easements (written or unwritten):  
35  
36 None known except highway/power easements.

37  
38 Boundaries or property lines:  
39  
40 To be marked.

41  
42 Encroachments or similar matters that may affect your interest in the subject Property including but not  
43 limited to buildings, fences, etc.:  
44  
45 None known

46  
47 Access to the Property:  
48  
49 From highway.

\_\_\_\_\_/\_\_\_\_\_  
Buyer's Initials

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Owner's Property Disclosure Statement (Land), April 2021  
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 / \_\_\_\_\_  
Owner's Initials

50 Settling, slippage, sliding or other soil problems:

51 None known  
52

53

54 Flooding, drainage or grading problems:

55 None known  
56

57

58 Location of the Property in a flood plain, shoreline master plan, wetland or other environmentally sensitive area or work  
59 conducted by Seller in or around any natural bodies of water:

60 There is a creek and shore frontage.  
61

62

63 a. Water rights and private wells:

64 Two water rights. Well drilling deposit in.  
65

66

67 b. Public or Community water systems:

68 None known  
69

70

71 Restrictive Covenants and Deed restrictions:

72 None known  
73

74

75 Septic system approval or existing septic system:

76 Permitting in process.  
77

78

79 Major damage to the Property from fire, earthquakes, floods, slides, etc.:

80 None known  
81

82

83 Zoning or Historic District violations, non-conforming uses:

84 None known  
85

86

87 Neighborhood noise problems or other nuisances:

88 Highway has traffic noise.  
89

90

91 Property Owner's association obligations (dues, lawsuits, transfer fees, initiation fees, etc.):

92 None  
93

94

95 Notice of abatement or citations against the Property:

96 None  
97

98

99 Lawsuits or legal proceedings (including foreclosures and bankruptcies) affecting or threatening the Property:

100 None.  
101

102

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

105 None known.

\_\_\_\_\_/\_\_\_\_\_  
Buyer's Initials

OLP / \_\_\_\_\_  
Owner's Initials

106 Street or utility improvement planned that may affect or be assessed against the Property:

107 None known  
108

109  
110 Zoning or land use change planned or being considered by the city or county:

111 None known  
112

113  
114 Proposed increase in tax assessment value or property owner's association dues for the Property:

115 None known  
116

117  
118 Underground storage tanks or class II injection wells:

119 None known  
120

121  
122 Property leases including post-closing short-term rental obligations, crop share agreements, mineral leases or  
123 reservations:

124 No  
125

126  
127 Conservation Easements (existing or proposed):

128 No  
129

130  
131 Landfill (compacted or otherwise) on the Property or any portion thereof:

132 none known  
133

134  
135 Environmental issues affecting the Property:

136 none known  
137

138  
139 Pests, rodents:

140 none known  
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142  
143 Noxious Weeds:

144 None known  
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147 Airport affected area:

148 no  
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150  
151 Other matters as set forth below.

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Buyer's Initials

Authentisign  
**BCP**  
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Owner's Initials

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

200 *Benjamin C Pierce* \_\_\_\_\_ 06/01/2022

201 Authentisign

202 Owner's Signature Benjamin C Pierce \_\_\_\_\_ Date

203 \_\_\_\_\_

204 \_\_\_\_\_

205 Owner's Signature \_\_\_\_\_ Date

\_\_\_\_\_/\_\_\_\_\_  
Buyer's Initials

**BUYER'S ACKNOWLEDGEMENT**

206 Subject Property Address: 19757 Montana Hwy 35 Bigfork MT 59911  
207 FLATHEAD LAKE SHORE TRACTS, S08, T25 N, R19 W, Lot 14, ACRES 3.02

208  
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210 Buyer(s) understand that the foregoing disclosure statement sets forth any adverse material facts concerning the  
211 Property that are known to the Owner. **The disclosure statement does not provide any representations or**  
212 **warranties concerning the Property, nor does the fact this disclosure statement fails to note an adverse material**  
213 **fact concerning a particular feature, fixture or element imply that the same is free of defects.**

214

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

219

220 I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS STATEMENT.

221

222

223 \_\_\_\_\_  
Buyer's Signature Date

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225

226 \_\_\_\_\_  
Buyer'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.