



# MONTANA ASSOCIATION OF REALTORS® PROPERTY DISCLOSURE STATEMENT



1 Date: 08/22/2023

3 Property: 3377 Bobtail Road Libby MT 59923

4 Seller(s): Andrew D. Linnenkohl & Brandy B. Linnenkohl

5 Seller Agent: Josie Hermes and Jaylynn Meyers

7 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.

15 The Seller Agent identified above is providing the attached Owner's Property Disclosure Statement 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, **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

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23 \_\_\_\_\_  
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26 \_\_\_\_\_  
27 \_\_\_\_\_

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.

34 DocuSigned by: Josie Hermes DocuSigned by: Jaylynn Meyers  
 35 Seller Agent Signature: \_\_\_\_\_  
 36 Josie Hermes/Jaylynn Meyers 4E99CF31C39249E...

37 Dated: 8/22/2023

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

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

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

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

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

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

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



1 Date: 08/22/2023

2  
3 The undersigned Owner is the owner of certain real property located at \_\_\_\_\_  
4 3377 Bobtail Road, in the City of Libby,  
5 County of Lincoln, Montana, which real property is legally described as:

6 VERNA MEADOWS 1ST ADDN, S08, T31 N, R31 W, ACRES 1.004, LOT 15  
7 VERNA MEADOWS 1ST ADDN, S08, T31 N, R31 W, ACRES 1.004, LOT 16  
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.

34  
35 1. APPLIANCES: (Refrigerators, Microwave, Range, Dishwasher, Garbage Disposal, Oven, Trash Compactor,  
36 Freezer, Washer, Dryer)

37 No adverse conditions for these items to seller's knowledge.  
38  
39

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

44 No adverse conditions for these items to seller's knowledge.  
45

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Owner's Property Disclosure Statement, October 2021  
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- 46 3. ELECTRICAL SYSTEM: (Wiring, Outlets, Switches, Services, Shorts, Alterations, and Overloads)
- 47 No adverse conditions for these items to seller's knowledge.
- 48 \_\_\_\_\_
- 49 \_\_\_\_\_
- 50 4. PLUMBING: (including Pipes, Drains, Faucets, Fixtures, Sump Pumps and Toilets)
- 51 a. Faucets, fixtures, etc.
- 52 No adverse conditions for these items to seller's knowledge.
- 53 \_\_\_\_\_
- 54 \_\_\_\_\_
- 55 b. Private Septic Systems (Adherence to Health Codes, Clogging, Backing Up, Drain Field, Septic Tanks, Holding
- 56 Tanks, and Cesspools)
- 57 No adverse conditions for these items to seller's knowledge.
- 58 \_\_\_\_\_
- 59 \_\_\_\_\_
- 60 c. Septic Systems permit in compliance with existing use of Property
- 61 Yes
- 62 \_\_\_\_\_
- 63 \_\_\_\_\_
- 64 Date Septic System was last pumped?
- 65 Prior to purchase of home in 2021
- 66 \_\_\_\_\_
- 67 \_\_\_\_\_
- 68 d. Public Sewer Systems (Clogging and Backing Up)
- 69 NA
- 70 \_\_\_\_\_
- 71 \_\_\_\_\_
- 72 5. HEATING, VENTILATION AND AIR-CONDITIONING SYSTEMS: (Central Heating including furnaces, Central Air
- 73 Conditioning including compressors, Heat pumps, Electric heating systems, Solar systems, Gas Leaks,
- 74 Thermostats, Wall/Window AC Evaporator Coolers, Humidifiers, Propane tanks) \_\_\_\_\_
- 75 No adverse conditions for these items to seller's knowledge.
- 76 \_\_\_\_\_
- 77 \_\_\_\_\_
- 78 6. ADDITIONAL HEAT SOURCES: (Gas, Pellet, Wood Stoves or Fireplaces) (Compliance with Air Quality Laws,
- 79 Chimney Cleanliness, Chimney Fires and Adherence to Codes in Installation)
- 80 No adverse conditions for these items to seller's knowledge.
- 81 \_\_\_\_\_
- 82 \_\_\_\_\_
- 83 7. INSULATION: (Walls, Ceiling, Utility Bills, Vapor Barrier and Formaldehyde or Asbestos Insulation)
- 84 No adverse conditions for these items to seller's knowledge.
- 85 \_\_\_\_\_
- 86 \_\_\_\_\_
- 87 8. OTHER BASIC COMPONENTS: (Interior Walls, Ceilings, Floors, Exterior Walls, Windows, Doors, Window
- 88 Screens, Slabs, Driveways, Sidewalks, Fences)
- 89 No adverse conditions for these items to seller's knowledge.
- 90 \_\_\_\_\_
- 91 \_\_\_\_\_
- 92 9. BASEMENT: (Leakage, Flooding, Moisture or Evidence of Water, and Fuel Tanks)
- 93 Crack in north basement wall was present in 2021. Issue has been fully remediated. Details
- 94 below. No further adverse conditions to seller's knowledge.
- 95 \_\_\_\_\_
- 96 10. FOUNDATION: (Depth, Footings, Reinforcement, and Cracking)
- 97 No adverse conditions for these items to seller's knowledge.
- 98 \_\_\_\_\_

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Owner's Initials

- 99 11. ROOF: (Rain Gutters, Leakage, Deterioration, Ice build ups and Structural Condition)
- 100 No adverse conditions for these items to seller's knowledge.
- 101 \_\_\_\_\_
- 102 \_\_\_\_\_
- 103 12. WATER: (Well Production, Water Quality and Quantity, Water Rights and Abandoned Wells)
- 104 No adverse conditions for these items to seller's knowledge.
- 105 \_\_\_\_\_
- 106 \_\_\_\_\_
- 107 a. Private well
- 108 No adverse conditions for these items to seller's knowledge.
- 109 \_\_\_\_\_
- 110 \_\_\_\_\_
- 111 b. Public or community water systems
- 112 NA
- 113 \_\_\_\_\_
- 114 \_\_\_\_\_
- 115 13. POOLS, OUTDOOR LIVING, ANCILLARY BUILDINGS: (Window Screens, Pool, Spa, Pool/Spa Heater, Hot Tub,
- 116 Sauna, Patio/Decking, Built-In Barbecue, Gazebo, Fountains, Water features, Underground Sprinklers systems
- 117 and controls, Partially landscaped or un-landscaped yard, Garage, Shop, Barn, Carport)
- 118 No adverse conditions for these items to seller's knowledge.
- 119 \_\_\_\_\_
- 120 \_\_\_\_\_
- 121 14. Waste dump or disposal or landfill or gravel pit or commercial use in the vicinity of the Property, existing or
- 122 proposed, which may cause smoke, smell, noise or other nuisance, annoyance or pollution:
- 123 No
- 124 \_\_\_\_\_
- 125 \_\_\_\_\_
- 126 15. ACCESS: (If the Property is not on a public street note any Driveway Agreements, Private Easements and Legal
- 127 Disputes Concerning Access)
- 128 Property is located on a public street.
- 129 \_\_\_\_\_
- 130 \_\_\_\_\_
- 131 16. HAZARD INSURANCE/DAMAGES/CLAIMS (past and present):
- 132 None
- 133 \_\_\_\_\_
- 134 \_\_\_\_\_
- 135 17. METHAMPHETAMINE: If the Property is inhabitable real property, the Owner represents to the best of Owner's
- 136 knowledge that the Property  **has**  **has not** been used as a clandestine Methamphetamine drug lab and
- 137  **has**  **has not** been contaminated from smoke from the use of Methamphetamine. If the Property has been
- 138 used as a clandestine Methamphetamine drug lab or contaminated from smoke from the use of
- 139 Methamphetamine, Owner agrees to execute the Montana Association of REALTORS® "Methamphetamine
- 140 Disclosure Notice" and provide any documents or other information that may be required under Montana law
- 141 concerning the use of the Property as a clandestine Methamphetamine drug lab or the contamination of the
- 142 Property from smoke from the use of Methamphetamine.
- 143 \_\_\_\_\_
- 144 18. RADON: If the Property is inhabitable real property as defined in the Montana Radon Control Act, Owner
- 145 represents that to the best of Owner's knowledge the Property  **has**  **has not** been tested for radon gas
- 146 and/or radon progeny and the Property  **has**  **has not** received mitigation or treatment for the same. If the
- 147 Property has been tested for radon gas and/or radon progeny, attached are any test results along with any
- 148 evidence of mitigation or treatment.
- 149 \_\_\_\_\_
- 150 19. LEAD-BASED PAINT: If a residential dwelling exists on the Property and was built before the year 1978, Owner
- 151  **has**  **has no** knowledge of lead-based paint and/or lead-based paint hazards on the Property. If Owner has
- 152 knowledge of lead-based paint and/or lead-based paint hazards on the Property, attached are all pertinent reports
- 153 and records concerning that knowledge.

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Buyer's or Lessee's Initials

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BBL

Owner's Initials

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

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

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

200  
201 Additional details:

202 Basement North wall: At purchase of home in 2021, a crack was evident in the north wall of  
203 the unfinished basement. Water marks were visible below crack, indicating a leaking state had  
204 been present. After purchase, both sides of the house were excavated and a drain was put in  
205 place that moves water falling from roof toward the back of the property. During excavation,  
206 internal insulation was found attached to the outside foundation of the house along both sides  
207 that was fully water logged. This was removed. The crack was patched both inside and  
208 outside at this time. Repair was monitored for six months prior to finishing basement with no  
further leaking observed.

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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.

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260	Owner <u>Andrew D. Linnenkohl</u>	Andrew D. Linnenkohl	Date <u>8/22/2023</u>
261			
262	Owner <u>Brandy B. Linnenkohl</u>	Brandy B. Linnenkohl	Date <u>8/22/2023</u>

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Buyer's or Lessee's Initials

**BUYER'S ACKNOWLEDGEMENT**

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Subject Property Address: 3377 Bobtail Road Libby MT 59923  
VERNA MEADOWS 1ST ADDN, S08, T31 N, R31 W, ACRES 1.004, LOT 15  
VERNA MEADOWS 1ST ADDN, S08, T31 N, R31 W, ACRES 1.004, LOT 16

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

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

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

\_\_\_\_\_  
Buyer's/Lessee's Signature Date  
  
\_\_\_\_\_  
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.