

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



1 Date: 05/19/2022  
2  
3 Property: 896 Farm Rd Kalispell MT 59901  
4 Seller(s): Susan Jasmann  
5 Seller Agent: Scott Hollinger  
6

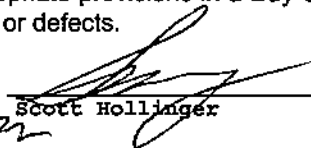
7 Concerning adverse material facts, Montana law provides that a seller agent is obligated to:

- 8
- 9 • disclose to a buyer or the buyer agent any adverse material facts that concern the property and that are known
- 10 to the seller agent, except that the seller agent is not required to inspect the property or verify any statements
- 11 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 (Land) that has  
16 been 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 (Land),  
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 defects**
- 23
- 24
- 25
- 26
- 27
- 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:   
36 Scott Hollinger

37 Dated: 5.21.2022

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

40  
41 Buyer Agent: \_\_\_\_\_

42  
43 Buyer Agent Signature: \_\_\_\_\_

44  
45 Dated: \_\_\_\_\_

46  
47 Buyer Signature: \_\_\_\_\_

48  
49 Dated: \_\_\_\_\_

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



1 Date: 05/19/2022

2  
3 The undersigned Owner is the owner of certain real property located at \_\_\_\_\_  
4 896 Farm Rd, in the City of Kalispell,  
5 County of Flathead, Montana, which real property is legally described as:  
6 A portion of Lot 1 Sky Ranch Addn  
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.  
14

15 **OWNER'S DISCLOSURE**

16  
17  Owner has never been to the Property.  
18  Owner has not been to the Property since Current (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 None  
36  
37

38 Boundaries or property lines:  
39 Subject to adjustment  
40  
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 None  
45  
46

47 Access to the Property:  
48 County Road  
49

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

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Owner's Property Disclosure Statement (Land), April 2021  
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Sig  
Owner's Initials

50 Settling, slippage, sliding or other soil problems:  
51 \_\_\_\_\_  
52 None

54 Flooding, drainage or grading problems:  
55 \_\_\_\_\_  
56 None

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 \_\_\_\_\_  
61 existing wetland has not been disturbed by  
62 \_\_\_\_\_  
63 Seller

63 a. Water rights and private wells:  
64 \_\_\_\_\_  
65 Permitting well

67 b. Public or Community water systems:  
68 \_\_\_\_\_  
69 Yes - fee paid when home is build

71 Restrictive Covenants and Deed restrictions:  
72 \_\_\_\_\_  
73 None violations of existing covenants

75 Septic system approval or existing septic system:  
76 \_\_\_\_\_  
77 DEQ approved

79 Major damage to the Property from fire, earthquakes, floods, slides, etc.:  
80 \_\_\_\_\_  
81 No

83 Zoning or Historic District violations, non-conforming uses:  
84 \_\_\_\_\_  
85 None

87 Neighborhood noise problems or other nuisances:  
88 \_\_\_\_\_  
89 None

91 Property Owner's association obligations (dues, lawsuits, transfer fees, initiation fees, etc.):  
92 \_\_\_\_\_  
93 None

95 Notice of abatement or citations against the Property:  
96 \_\_\_\_\_  
97 No

99 Lawsuits or legal proceedings (including foreclosures and bankruptcies) affecting or threatening the Property:  
100 \_\_\_\_\_  
101 No

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 \_\_\_\_\_  
No

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

Sij  
Owner's Initials

106 Street or utility improvement planned that may affect or be assessed against the Property:  
 107 \_\_\_\_\_  
 108 Yes RSID proposed Manning & Farm  
 109 \_\_\_\_\_  
 110 Zoning or land use change planned or being considered by the city or county:  
 111 \_\_\_\_\_  
 112 No  
 113 \_\_\_\_\_  
 114 Proposed increase in tax assessment value or property owner's association dues for the Property:  
 115 \_\_\_\_\_  
 116 If RSID approved yes  
 117 \_\_\_\_\_  
 118 Underground storage tanks or class II injection wells:  
 119 \_\_\_\_\_  
 120 No  
 121 \_\_\_\_\_  
 122 Property leases including post-closing short-term rental obligations, crop share agreements, mineral leases or  
 123 reservations:  
 124 \_\_\_\_\_  
 125 None  
 126 \_\_\_\_\_  
 127 Conservation Easements (existing or proposed):  
 128 \_\_\_\_\_  
 129 None  
 130 \_\_\_\_\_  
 131 Landfill (compacted or otherwise) on the Property or any portion thereof:  
 132 \_\_\_\_\_  
 133 No  
 134 \_\_\_\_\_  
 135 Environmental issues affecting the Property:  
 136 \_\_\_\_\_  
 137 No  
 138 \_\_\_\_\_  
 139 Pests, rodents:  
 140 \_\_\_\_\_  
 141 Open farm land  
 142 \_\_\_\_\_  
 143 Noxious Weeds:  
 144 \_\_\_\_\_  
 145 yes  
 146 \_\_\_\_\_  
 147 Airport affected area:  
 148 \_\_\_\_\_  
 149 yes  
 150 \_\_\_\_\_  
 151 Other matters as set forth below.  
 152 \_\_\_\_\_  
 153 \_\_\_\_\_  
 154 \_\_\_\_\_  
 155 \_\_\_\_\_  
 156 \_\_\_\_\_  
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\_\_\_\_\_  
 Buyer's Initials

Sj  
 Owner's Initials

49 **DUAL AGENCY IF A SELLER AGENT IS ALSO REPRESENTING A BUYER OR A BUYER AGENT IS ALSO**  
50 **REPRESENTING A SELLER WITH REGARD TO A PROPERTY, THEN A DUAL AGENCY RELATIONSHIP MAY BE**  
51 **ESTABLISHED. IN A DUAL AGENCY RELATIONSHIP, THE DUAL AGENT IS EQUALLY OBLIGATED TO BOTH**  
52 **THE SELLER AND THE BUYER. THESE OBLIGATIONS MAY PROHIBIT THE DUAL AGENT FROM ADVOCATING**  
53 **EXCLUSIVELY ON BEHALF OF THE SELLER OR BUYER AND MAY LIMIT THE DEPTH AND DEGREE OF**  
54 **REPRESENTATION THAT YOU RECEIVE. A BROKER OR A SALESPERSON MAY NOT ACT AS A DUAL AGENT**  
55 **WITHOUT THE SIGNED, WRITTEN CONSENT OF BOTH THE SELLER AND THE BUYER.**

56 A **"Dual Agent"** is obligated to a seller in the same manner as a seller agent and is obligated to a buyer in the same  
57 manner as a buyer agent, except that a dual agent:

- 58 • has a duty to disclose to a buyer or seller any adverse material facts that are known to the dual agent, regardless  
59 of any confidentiality considerations; and
- 60 • may not disclose the following information without the written consent of the person to whom the information is  
61 confidential;
  - 62 (i) the fact that the buyer is willing to pay more than the offered purchase price;
  - 63 (ii) the fact that the seller is willing to accept less than the purchase price that the seller is asking for the  
64 property;
  - 65 (iii) factors motivating either party to buy or sell; and
  - 66 (iv) any information that a party indicates in writing to the dual agent is to be kept confidential.

67 A **"Statutory Broker"** is not the agent of the buyer or seller but nevertheless is obligated to them to:

- 68 • disclose to:
  - 69 (i) a buyer or a buyer agent any adverse material facts that concern the property and that are known to the  
70 statutory broker, except that the statutory broker is not required to inspect the property or verify any  
71 statements made by the seller; and
  - 72 (ii) a seller or a seller agent any adverse material facts that are known to the statutory broker and that concern  
73 the ability of the buyer to perform on any purchase offer;
- 74 • exercise reasonable care, skill, and diligence in putting together a real estate transaction, and
- 75 • comply with all applicable federal and state laws, rules and regulations.

76 An **"Adverse material fact"** means a fact that should be recognized by a broker or salesperson as being of enough  
77 significance as to affect a person's decision to enter into a contract to buy or sell real property and may be a fact that:

- 78 (i) materially affects the value, affects structural integrity, or presents a documented health risk to occupants of  
79 the property; or
- 80 (ii) materially affects the buyer's ability or intent to perform the buyer's obligations under a proposed or existing  
81 contract.

82 "Adverse material fact" does not include the fact that an occupant of the property has or has had a communicable  
83 disease or that the property was the site of a suicide or felony.

84 **Disclosures/Consents**

85 The undersigned Broker/Salesperson hereby discloses the relationship(s) as checked below, and the undersigned  
86 Seller or Buyer acknowledges receipt of such disclosure(s) and consents to the relationship(s) disclosed.

87 Check Applicable Relationship(s):  **Seller Agent**     **Buyer Agent**     **Dual Agent**     **Statutory Broker**


89 Seller:  Consents to Broker/Salesperson representing multiple sellers of property that may compete with the  
90 Seller's property

91  Consents to Broker/Salesperson potentially acting as a dual agent.

93 Buyer:  Consents to Broker/Salesperson representing multiple buyers interested in the same or similar properties  
94 in which Buyer is interested and showing properties in which Buyer is interested to other prospective  
95 buyers.

96  Does NOT consent to Broker/Salesperson submitting offers which may compete with Buyer's offer on the  
97 SAME property.

98  Consents to Broker/Salesperson potentially acting as a dual agent

99  
100  \_\_\_\_\_ 5/19/2022 \_\_\_\_\_ 5.21.2022  
101  Seller     Buyer    Date    Broker/Salesperson    Date  
102 Susan Jasmann    Scott Hollinger

103  
104  Seller     Buyer    \_\_\_\_\_  
Date

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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's Signature Susan Jasmann

Date 5/19/2022

Owner's Signature \_\_\_\_\_

Date \_\_\_\_\_

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



**BUYER'S ACKNOWLEDGEMENT**

206 Subject Property Address: 896 Farm Rd Kalispell MT 59901  
207 A portion of Lot 1 Sky Ranch Addn

208  
209  
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

224  
225 \_\_\_\_\_  
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.

