

MONTANA ASSOCIATION OF REALTORS®
PROPERTY DISCLOSURE STATEMENT (LAND)



1 Date: November 1, 2022

2
3 Property: 2215 Larkspur Lane, Great Falls, MT 59401

4 Seller(s): Larkspur Developers, LLC

5 Seller Agent: _____

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 _____
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
37 Dated: November 1, 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: October 31, 2022

2
3 The undersigned Owner is the owner of certain real property located at 2215 Larkspur Lane
4 _____, in the City of Great Falls
5 County of Cascade, Montana, which real property is legally described as:
6 LARKSPUR ESTATES NO. 4, S27, T20 N, R03 E, BLOCK 1, Lot 1, PL 38-2013
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 ben to the Property.
18 Owner has not been to the Property since _____ (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 30' Roadway, Drainage and Utility easement runs through the
36 property. See plat in Documents.
37 _____

38 Boundaries or property lines:
39 _____
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 _____
45 _____

46
47 Access to the Property:
48 _____
49 _____

Buyer's Initials

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

50 Settling, slippage, sliding or other soil problems:
 51 _____
 52 _____
 53 _____
 54 Flooding, drainage or grading problems:
 55 _____
 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 _____
 61 _____
 62 _____
 63 a. Water rights and private wells:
 64 N/A
 65 _____
 66 _____
 67 b. Public or Community water systems:
 68 N/A
 69 _____
 70 _____
 71 Restrictive Covenants and Deed restrictions:
 72 Yes - See Documents
 73 _____
 74 _____
 75 Septic system approval or existing septic system:
 76 CCTD approved when subdivision was submitted.
 77 _____
 78 _____
 79 Major damage to the Property from fire, earthquakes, floods, slides, etc.:
 80 _____
 81 _____
 82 _____
 83 Zoning or Historic District violations, non-conforming uses:
 84 _____
 85 _____
 86 _____
 87 Neighborhood noise problems or other nuisances:
 88 _____
 89 _____
 90 _____
 91 Property Owner's association obligations (dues, lawsuits, transfer fees, initiation fees, etc.):
 92 55⁰⁰ per month.
 93 _____
 94 _____
 95 Notice of abatement or citations against the Property:
 96 _____
 97 _____
 98 _____
 99 Lawsuits or legal proceedings (including foreclosures and bankruptcies) affecting or threatening the Property:
 100 _____
 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 _____

 Buyer's Initials

JR
 Owner's Initials

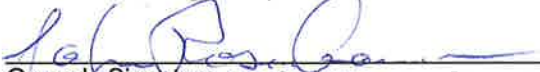
106 Street or utility improvement planned that may affect or be assessed against the Property:
 107 _____
 108 _____
 109 _____
 110 Zoning or land use change planned or being considered by the city or county:
 111 _____
 112 _____
 113 _____
 114 Proposed increase in tax assessment value or property owner's association dues for the Property:
 115 _____
 116 _____
 117 _____
 118 Underground storage tanks or class II injection wells:
 119 _____
 120 *Steel Cisterns for Development Fire Protection -*
 121 _____
 122 Property leases including post-closing short-term rental obligations, crop share agreements, mineral leases or
 123 reservations:
 124 _____
 125 _____
 126 _____
 127 Conservation Easements (existing or proposed):
 128 _____
 129 _____
 130 _____
 131 Landfill (compacted or otherwise) on the Property or any portion thereof:
 132 _____
 133 _____
 134 _____
 135 Environmental issues affecting the Property:
 136 _____
 137 _____
 138 _____
 139 Pests, rodents:
 140 _____
 141 _____
 142 _____
 143 Noxious Weeds:
 144 _____
 145 _____
 146 _____
 147 Airport affected area:
 148 *Airport in proximity of sub division -*
 149 _____
 150 _____
 151 Other matters as set forth below.
 152 _____
 153 _____
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 Buyer's Initials

[Signature]
 Owner's Initials

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

201 
202 _____ **November 1, 2022**
203 Owner's Signature **Larkspur Developers, LLC** Date

204 
205 _____
206 Owner's Signature Date

Buyer's Initials

BUYER'S ACKNOWLEDGEMENT

207
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212

Subject Property Address: 2215 Larkspur Lane, Great Falls, MT 59401

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

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

222
223 I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS STATEMENT.

224
225 _____
226 Buyer's Signature

_____ Date

227
228 _____
229 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.