



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



1 Date: 03/04/2024

3 Property: 2215 Larkspur Ln Great Falls MT 59404

4 Seller(s): Heidi J Dolan

5 Seller Agent: Ryan Pachek

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 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:

- 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

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23 \_\_\_\_\_

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27 \_\_\_\_\_

28 \_\_\_\_\_

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 Seller Agent Signature:  03/07/24  
36 Ryan Pachek

37 Dated: \_\_\_\_\_

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 (LAND) MONTANA ASSOCIATION OF REALTORS® STANDARD FORM



1 Date: 03/04/2024

2  
3 The undersigned Owner is the owner of certain real property located at \_\_\_\_\_  
4 2215 Larkspur Ln, in the City of Great Falls,  
5 County of Cascade 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

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.  
15

### OWNER'S DISCLOSURE

16  
17  
18  Owner has never been to the Property.  
19  Owner has not been to the Property since DECEMBER 2023 (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 Easements (written or unwritten):  
36 \_\_\_\_\_  
37 \_\_\_\_\_  
38

39 Boundaries or property lines:  
40 \_\_\_\_\_  
41 \_\_\_\_\_  
42

43 Encroachments or similar matters that may affect your interest in the subject Property including but not  
44 limited to buildings, fences, etc.:  
45 \_\_\_\_\_  
46 \_\_\_\_\_  
47

48 Access to the Property:  
49 \_\_\_\_\_  
50 \_\_\_\_\_

\_\_\_\_\_/\_\_\_\_\_  
Buyer's or Lessee's Initials

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

51 Settling, slippage, sliding or other soil problems:

52 \_\_\_\_\_  
53 \_\_\_\_\_  
54 \_\_\_\_\_

55 Flooding, drainage or grading problems:

56 \_\_\_\_\_  
57 \_\_\_\_\_

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

61 \_\_\_\_\_  
62 \_\_\_\_\_

63  
64 a. Water rights and private wells:

65 \_\_\_\_\_  
66 \_\_\_\_\_

67  
68 b. Public or Community water systems:

69 \_\_\_\_\_  
70 \_\_\_\_\_

71  
72 Restrictive Covenants and Deed restrictions:

73 \_\_\_\_\_  
74 \_\_\_\_\_

75  
76 Septic system approval or existing septic system:

77 \_\_\_\_\_  
78 \_\_\_\_\_

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

81 \_\_\_\_\_  
82 \_\_\_\_\_

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

85 \_\_\_\_\_  
86 \_\_\_\_\_

87  
88 Neighborhood noise problems or other nuisances:

89 \_\_\_\_\_  
90 \_\_\_\_\_

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

93 UNKNOWN  
94 DUES ARE \$55/MONTH

95  
96 Notice of abatement or citations against the Property:

97 \_\_\_\_\_  
98 \_\_\_\_\_

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

101 \_\_\_\_\_  
102 \_\_\_\_\_

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

106 \_\_\_\_\_

\_\_\_\_\_/\_\_\_\_\_  
Buyer's or Lessee's Initials

hid / \_\_\_\_\_  
Owner's Initials

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

108 \_\_\_\_\_  
109 \_\_\_\_\_

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

112 \_\_\_\_\_  
113 \_\_\_\_\_

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

116 \_\_\_\_\_  
117 \_\_\_\_\_

118  
119 Underground storage tanks or class II injection wells:

120 \_\_\_\_\_  
121 \_\_\_\_\_

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

125 \_\_\_\_\_  
126 \_\_\_\_\_

127  
128 Conservation Easements (existing or proposed):

129 \_\_\_\_\_  
130 \_\_\_\_\_

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

133 \_\_\_\_\_  
134 \_\_\_\_\_

135  
136 Environmental issues affecting the Property:

137 \_\_\_\_\_  
138 \_\_\_\_\_

139  
140 Pests, rodents:

141 \_\_\_\_\_  
142 \_\_\_\_\_

143  
144 Noxious Weeds:

145 \_\_\_\_\_  
146 \_\_\_\_\_

147  
148 Airport affected area:

149 • PROBABLY SINCE UP ON THE HILL, BUT DON'T KNOW THE  
150 MAGNITUDE OF SOUND FROM PLANES LANDING/TAKING OFF.

151  
152 Other matters as set forth below.

153 \_\_\_\_\_  
154 \_\_\_\_\_  
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Buyer's or Lessee's Initials

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Owner's Initials

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198 \_\_\_\_\_

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

201  
202 Owner Heidi J. Dolan Heidi J Dolan Date 3/7/24

203  
204 Owner \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_/\_\_\_\_\_  
Buyer's or Lessee's Initials

**BUYER'S ACKNOWLEDGEMENT**

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Subject Property Address: 2215 Larkspur Ln Great Falls MT 59404  
LARKSPUR ESTATES NO. 4, S27, T20 N, R03 E, BLOCK 1, Lot 1, PL 38-2013

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.