

MONTANA ASSOCIATION OF REALTORS® PROPERTY DISCLOSURE STATEMENT (LAND)



1 Date: 11/26/2021

3 Property: Browning Street, Butte, MT 59701

4 Seller(s): Clifford Ingledew

5 Seller Agent: Kelly Anne Hovan

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

22 These lots are currently accessible by way of an unimproved dirt access. The buyer is responsible for verifying with the Butte City Planning Department to see if West Browning Street can remain a dead-end street as shown on the original plat.

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: Kelly Anne Hovan

dotloop verified
12/05/21 6:41 PM MST
LGUT-PJEP-RQBJ-QVBJ

37 Dated: 12/05/2021

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: 11/26/2021

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3 The undersigned Owner is the owner of certain real property located at Browning Street
4 _____, in the City of Butte,
5 County of Silver Bow County, Montana, which real property is legally described as:
6 SAINT PAUL TOWNSITE, S31, T03 N, R07 W, BLOCK 14, Lot 1-6

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

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17 ☐ Owner has never been to the Property.
18 ☒ Owner has not been to the Property since 11/08/2021 (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 _____

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 Current access is by way of an unimproved dirt access. See special conditions disclosure.

49 _____

Buyer's Initials

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

Settling, slippage, sliding or other soil problems:

Flooding, drainage or grading problems:

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

a. Water rights and private wells:

b. Public or Community water systems:

Restrictive Covenants and Deed restrictions:

Septic system approval or existing septic system:

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

Zoning or Historic District violations, non-conforming uses:

Neighborhood noise problems or other nuisances:

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

Notice of abatement or citations against the Property:

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

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

Buyer's Initials

Owner's Initials

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

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

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

Underground storage tanks or class II injection wells:

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

Conservation Easements (existing or proposed):

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

Environmental issues affecting the Property:


Pests, rodents:

Noxious Weeds:

Airport affected area:

Other matters as set forth below.

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Buyer's Initials



 /
Owner's Initials

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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.

Clifford Ingledew

dotloop verified
12/02/21 11:41 AM MST
30AJ-YMVD-FUSL-10FS

Owner's Signature

Date

Owner's Signature

Date

/

Buyer's Initials

BUYER'S ACKNOWLEDGEMENT

Subject Property Address: TBD West Browning Street, Butte, MT 59701

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 Signature	Date
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.