

# MONTANA ASSOCIATION OF REALTORS® PROPERTY DISCLOSURE STATEMENT



1 Date: December 14, 2021

2  
3 Property: Lot 15 and 16 Quintana, Boulder, MT 59632

4 Seller(s): Lyle Bratcher, Edward L Bratcher Estate

5 Seller Agent: Ben Cannon

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
- 10 known to the seller agent, except that the seller agent is not required to inspect the property or verify any
- 11 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
- 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 that has been  
16 completed and signed by the Seller(s), if one has been made available to the Seller(s) Agent by the Seller(s).  
17 Regardless of whether Seller(s) has/have provided Seller Agent with an Owner's Property Disclosure Statement,  
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 Bridge to ADU on property is rotting and needs repair. ADU not currently habitable, needs significant repairs.  
 23 Outhouse next to ADU not functional and does not appear structurally safe. Property is a rural property and  
 24 rodents and other pests/insects to be expected on property, no evidence of infestation in house or garage.  
 25 Property used as vacation/hunting property, it is not owners primary residence.

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: *Ben Cannon*  
36 **Ben Cannon**

37 Dated: 12-14-2021

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

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

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

42  
43 Dated: \_\_\_\_\_

44  
45 Buyer Signature: \_\_\_\_\_

46  
47 Dated: \_\_\_\_\_

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



1 Date: December 14, 2021

2  
3 The undersigned Owner is the owner of certain real property located at Lot 15 and 16 Quintana  
4 , in the City of Boulder  
5 County of Jefferson, Montana, which real property is legally described as:  
6 QUINTANA, S17, T04 N, R03 W, Lot 15, ACRES 31.5, COS 133232 F261A and QUINTANA, S17,  
7 T04 N, R03 W, Lot 16, ACRES 31.5, COS 133232 F261A  
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. If  
34 space is inadequate, please use the attached Addendum to Owner's Property Disclosure Statement.

35  
36 1. APPLIANCES: (Refrigerators, Microwave, Range, Dishwasher, Garbage Disposal, Oven, Trash Compactor,  
37 Freezer, Washer, Dryer)  
38 The Refrigerator, Microwave and Oven all work fine.

39  
40  
41 2. COMPONENTS and BUILT-IN SYSTEMS: (Water Softener, Water Conditioners, Exhaust Fans, Central Vacuum  
42 System and components, Water Heater, Washer/Dryer Hookups, Ceiling Fan, Intercoms, Remote Controls, T.V.  
43 Antenna, Satellite Dish, Central sound systems, Wiring for phone, cable and internet, Security Alarms, Fire  
44 Alarms, Smoke Detectors, Garage Door Openers, and Security Gates)  
45 The Water heater, Remote Controls, TV, DVD player and Smoke CO2 detector may need batteries but all work fine.  
46

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Owner's Property Disclosure Statement, April 2021  
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- 47 3. ELECTRICAL SYSTEM: (Wiring, Outlets, Switches, Services, Shorts, Alterations, and Overloads)  
 48 ~~The wiring and all outlets work fine. The power will go out if the batteries go below 20 and then you need to run~~  
 49 ~~the generator to charge back to 26.5. You can run the power while charging the batteries. The Soalar has almost~~  
 50 ~~eliminated this.~~
- 51 4. PLUMBING: (including Pipes, Drains, Faucets, Fixtures, Sump Pumps and Toilets)  
 52 a. Faucets, fixtures, etc.  
 53 ~~The pipes, drains, fixtures, toilets and faucets all work fine. The Basement faucet does leak when it is turned on~~  
 54 ~~around the knob a little.~~
- 55  
 56 b. Private Septic Systems (Adherence to Health Codes, Clogging, Backing Up, Drain Field, Septic Tanks, Holding  
 57 Tanks, and Cesspools)  
 58 ~~The septic works fine and gets little use. It was inspected drained and cleaned in 2014~~
- 59  
 60 c. Septic Systems permit in compliance with existing use of Property  
 61 ~~N/A~~
- 62  
 63  
 64 Date Septic System was last pumped?  
 65 2014
- 66  
 67  
 68 d. Public Sewer Systems (Clogging and Backing Up)
- 69  
 70  
 71  
 72
- 73 5. HEATING, VENTILATION AND AIR-CONDITIONING SYSTEMS: (Central Heating including furnaces, Central Air  
 74 Conditioning including compressors, Heat pumps, Electric heating systems, Solar systems, Gas Leaks,  
 75 Thermostats, Wall/Window AC Evaporator Coolers, Humidifiers, Propane tanks)  
 76 ~~The two gas heaters work fine and I know of no leaks. The gas stove works fine and I know of no leaks. The gas~~  
 77 ~~water heater works fine and I know of no leaks.~~
- 78  
 79 6. ADDITIONAL HEAT SOURCES: (Gas, Pellet, Wood Stoves or Fireplaces) (Compliance with Air Quality Laws,  
 80 Chimney Cleanliness, Chimney Fires and Adherence to Codes in Installation)  
 81 ~~There are no known issues.~~
- 82  
 83
- 84 7. INSULATION: (Walls, Ceiling, Utility Bills, Vapor Barrier and Formaldehyde or Asbestos Insulation)  
 85 ~~No known issues~~
- 86  
 87
- 88 8. OTHER BASIC COMPONENTS: (Interior Walls, Ceilings, Floors, Exterior Walls, Windows, Doors, Window  
 89 Screens, Slabs, Driveways, Sidewalks, Fences)  
 90 ~~No known issues~~
- 91  
 92
- 93 9. BASEMENT: (Leakage, Flooding, Moisture or Evidence of Water, and Fuel Tanks)  
 94 ~~No known issues~~
- 95  
 96
- 97 10. FOUNDATION: (Depth, Footings, Reinforcement, and Cracking)  
 98 ~~No known issues~~
- 99

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Buyer's or Lessee's Initials

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\_\_\_\_\_  
Owner's Initials

- 101 11. ROOF: (Rain Gutters, Leakage, Deterioration, Ice build ups and Structural Condition)  
 102 **No known issues**  
 103 \_\_\_\_\_  
 104 \_\_\_\_\_
- 105 12. WATER: (Well Production, Water Quality and Quantity, Water Rights and Abandoned Wells)  
 106 **No known issues**  
 107 \_\_\_\_\_  
 108 \_\_\_\_\_
- 109 a. Private well  
 110 **No known issues**  
 111 \_\_\_\_\_  
 112 \_\_\_\_\_
- 113 b. Public or community water systems  
 114 \_\_\_\_\_  
 115 \_\_\_\_\_  
 116 \_\_\_\_\_
- 117 13. POOLS, OUTDOOR LIVING, ANCILLARY BUILDINGS: (Window Screens, Pool, Spa, Pool/Spa Heater, Hot Tub,  
 118 Sauna, Patio/Decking, Built-In Barbecue, Gazebo, Fountains, Water features, Underground Sprinklers systems  
 119 and controls, Partially landscaped or un-landscaped yard, Garage, Shop, Barn, Carport)  
 120 **No known issues, power must be turned on at the breaker box for the shop. Generator in the generator shed is**  
 121 **not plumbed at this time.**  
 122 \_\_\_\_\_  
 123 \_\_\_\_\_
- 123 14. Waste dump or disposal or landfill or gravel pit or commercial use in the vicinity of the Property, existing or  
 124 proposed, which may cause smoke, smell, noise or other nuisance, annoyance or pollution:  
 125 **None I aware of.**  
 126 \_\_\_\_\_  
 127 \_\_\_\_\_
- 128 15. ACCESS: (If the Property is not on a public street note any Driveway Agreements, Private Easements and Legal  
 129 Disputes Concerning Access)  
 130 **There has been no dispute about access to the property and several others have bought property south west of**  
 131 **here without issue.**  
 132 \_\_\_\_\_  
 133 \_\_\_\_\_
- 133 16. HAZARD INSURANCE/DAMAGES/CLAIMS (past and present):  
 134 **No**  
 135 \_\_\_\_\_  
 136 \_\_\_\_\_
- 137 17. METHAMPHETAMINE: If the Property is inhabitable real property, the Owner represents to the best of Owner's  
 138 knowledge that the Property  **has**  **has not** been used as a clandestine Methamphetamine drug lab and  
 139  **has**  **has not** been contaminated from smoke from the use of Methamphetamine. If the Property has been  
 140 used as a clandestine Methamphetamine drug lab or contaminated from smoke from the use of  
 141 Methamphetamine, Owner agrees to execute the Montana Association of REALTORS® "Methamphetamine  
 142 Disclosure Notice" and provide any documents or other information that may be required under Montana law  
 143 concerning the use of the Property as a clandestine Methamphetamine drug lab or the contamination of the  
 144 Property from smoke from the use of Methamphetamine.  
 145 \_\_\_\_\_
- 146 18. RADON: If the Property is inhabitable real property as defined in the Montana Radon Control Act, Owner  
 147 represents that to the best of Owner's knowledge the Property  **has**  **has not** been tested for radon gas  
 148 and/or radon progeny and the Property  **has**  **has not** received mitigation or treatment for the same. If the  
 149 Property has been tested for radon gas and/or radon progeny, attached are any test results along with any  
 150 evidence of mitigation or treatment.  
 151 \_\_\_\_\_
- 152 19. LEAD-BASED PAINT: If a residential dwelling exists on the Property and was built before the year 1978, Owner  
 153  **has**  **has no** knowledge of lead-based paint and/or lead-based paint hazards on the Property. If Owner has  
 154 knowledge of lead-based paint and/or lead-based paint hazards on the Property, attached are all pertinent reports  
 155 and records concerning that knowledge.

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

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

- 164 1.  Asbestos.
- 165 2.  Noxious weeds.
- 166 3.  Pests, rodents.
- 167 4.  Destructive insects such as termites, pine beetles or carpenter ants. (If the Property has been tested or  
168 treated, attach documentation.)
- 169 5.  Common walls, fences and driveways that may have any effect on the Property.
- 170 6.  Encroachments, easements, or similar matters that may affect your interest in the Property.
- 171 7.  Room additions, structural modifications, or other alterations or repairs made without necessary permits or  
172 HOA and HOA architectural committee permission.
- 173 8.  Room additions, structural modifications, or other alterations or repairs not in compliance with building  
174 codes.
- 175 9.  Health department or other governmental licensing, compliance or issues.
- 176 10.  Landfill (compacted or otherwise) on the Property or any portion thereof.
- 177 11.  Location in the floodplain, shoreline master plan, wetland or other environmentally sensitive area or work  
178 conducted by Seller in or around any natural bodies of water.
- 179 12.  Settling, slippage, sliding or other soil problems.
- 180 13.  Flooding, draining, grading problems, or French drains.
- 181 14.  Major damage to the Property or any of the structures from fire, earthquakes, floods, slides, etc.
- 182 15.  Waste dump or disposal or landfill or commercial use in the vicinity of the Property which causes smoke,  
183 smell, noise or other pollution.
- 184 16.  Hazardous or Environmental Waste: Underground storage tanks or sump pits.
- 185 17.  Neighborhood noise problems or other nuisances.
- 186 18.  Violations of deed restrictions, restrictive covenants or other such obligations.
- 187 19.  Zoning or Historic District violations, non-conforming uses, violations of "setback" requirements, etc.
- 188 20.  Zoning, Historic District or land use change planned or being considered by the city or county.
- 189 21.  Street or utility improvement planned that may affect or be assessed against the Property.
- 190 22.  Property Owner's Association obligations (dues, lawsuits, transfer fees, initiation fees, etc.).
- 191 23.  Proposed increase in the tax assessment value or homeowner's association dues for the Property.
- 192 24.  "Common area" problems.
- 193 25.  Tenant problems, defaults or other tenant issues.
- 194 26.  Notices of abatement or citations against the Property.
- 195 27.  Lawsuits or legal proceedings (including foreclosures and bankruptcies) affecting or threatening the  
196 Property.
- 197 28.  Airport affected area.
- 198 29.  Pet damage
- 199 30.  Property leases including post-closing short-term rental obligations, crop share agreements, mineral leases  
200 or reservations.
- 201 31.  Other matters as set forth below.

202  
203 Additional details:  
204 \_\_\_\_\_  
205 \_\_\_\_\_  
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Buyer's or Lessee's Initials

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248 \_\_\_\_\_

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

251  
252 Owner     *Lyle Bratcher*     Date     12-18-2021      
253     Lyle Bratcher      
254 Owner     *Edward L Bratcher Estate*     Date     12-21-2021      
    Edward L Bratcher Estate    

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Buyer's or Lessee's Initials

**BUYER'S ACKNOWLEDGEMENT**

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Subject Property Address: Lot 15 and 16 Quintana, Boulder MT 59632

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 holidays. Any performance which is required to be completed on a Saturday, Sunday or holiday can be performed on the next business day.

# MOLD DISCLOSURE



The use of this form is for REALTOR® members only (members of the Montana Association of REALTORS®) and cannot be used by any other party for any purpose. Use of these forms by other parties may result in legal action by the Montana Association of REALTORS®.

1 Date: December 14, 2021

2

3 Property Address: Lot 15 and 16 Quintana, Boulder, MT 59632

4

5 MOLD DISCLOSURE: There are many types of mold. Inhabitable properties are not, and cannot be, constructed to exclude  
6 mold. Moisture is one of the most significant factors contributing to mold growth. Information about controlling mold growth  
7 may be available from your county extension agent or health department. Certain strains of mold may cause damage to  
8 property and may adversely affect the health of susceptible persons, including allergic reactions that may include skin, eye,  
9 nose, and throat irritation. Certain strains of mold may cause infections, particularly in individuals with suppressed immune  
10 systems. Some experts contend that certain strains of mold may cause serious and even life-threatening diseases.  
11 However, experts do not agree about the nature and extent of the health problems caused by mold or about the level of  
12 mold exposure that may cause health problems. The Centers for Disease Control and Prevention is studying the link  
13 between mold and serious health conditions. The seller, landlord, seller's agent, buyer's agent, or property manager cannot  
14 and does not represent or warrant the absence of mold. It is the buyer's or tenant's obligation to determine whether a mold  
15 problem is present. To do so, the buyer or tenant should hire a qualified inspector and make any contract to purchase, rent,  
16 or lease contingent upon the results of that inspection. A seller, landlord, seller's agent, buyer's agent, or property manager  
17 who provides this mold disclosure statement, provides for the disclosure of any prior testing and any subsequent mitigation  
18 or treatment for mold, and discloses any knowledge of mold is not liable in any action based on the presence of or  
19 propensity for mold in a building that is subject to any contract to purchase, rent, or lease.

20

21 The undersigned, Seller, Landlord, Seller's Agent and/or Property Manager disclose that they have knowledge that the  
22 building or buildings on the property have mold present in them. This disclosure is made in recognition that all  
23 inhabitable properties contain mold, as defined by the Montana Mold Disclosure Act (any mold, fungus, mildew or  
24 spores). The undersigned are not representing that a significant mold problem exists or does not exist on the property,  
25 as such a determination may only be made by a qualified inspector.

26

27 If Seller/Landlord knows a building located on the property has been tested for mold, Seller/Landlord has previously  
28 provided or with this Disclosure provides the Buyer/Tenant a copy of the results of that test (if available) and evidence of  
29 any subsequent mitigation or treatment.

30

31 Lyle Bratcher 12-18-2021  
32 Seller/Landlord Date

Ben Cannon 12-14-2021  
32 Seller's Agent/Property Manager Date

33 Lyle Bratcher  
34 Edward L Bratcher Estate 12-21-2021

Ben Cannon  
34 Seller's Agent/Property Manager Date

35 Seller/Landlord Date  
36 Edward L Bratcher Estate

37 ACKNOWLEDGMENT: The undersigned Buyer/Tenant, Buyer's Agent or Statutory Broker acknowledges receipt of this  
38 Disclosure, the test results (if available) and evidence of subsequent mitigation or treatment. The undersigned  
39 Buyer/Tenant agrees that it is their responsibility to hire a qualified inspector to determine if a significant mold problem  
40 exists or does not exist on the property. They further acknowledge that the Seller, Landlord, Seller's Agent, Buyer's  
41 Agent, Statutory Broker and/or Property Manager, who have provided this Disclosure, are not liable for any action based  
42 on the presence of or propensity for mold in the property.

43

44  
45 Buyer/Tenant Date

45 Buyer's Agent/Statutory Broker Date

46  
47 Buyer/Tenant Date

47 Buyer's Agent/Statutory Broker Date

48 Buyer/Tenant Date

48 Buyer's Agent/Statutory Broker 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.

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Mold Disclosure, March 2006

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