

MONTANA ASSOCIATION OF REALTORS® PROPERTY DISCLOSURE STATEMENT (LAND)



1 Date: **June 6, 2025**

2

3 Property: **NHN Xeno Road, Chinook, MT 59523**

4 Seller(s): **William Waxon, Jacqueline Waxon**

5 Seller Agent: **Ashley Larson**

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 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
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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: *Ashley Larson*

36 **Ashley Larson**

37 Dated: 06/06/2025

38

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

40

41 Buyer Agent: _____

42

43 Buyer Agent Signature: _____

44

45 Dated: _____

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47 Buyer Signature: _____

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49 Dated: _____

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Property Disclosure Statement (Land), April 2024

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



1 Date: **June 6, 2025**

2
3 The undersigned Owner is the owner of certain real property located at **NHN Xeno Road**
4 _____, in the City of **Chinook**
5 County of **Blaine**, Montana, which real property is legally described as:
6 **S34, T36 N, R19 E, SE**
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.

OWNER'S DISCLOSURE

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16
17
18 ☒ Owner has never been to the Property.
19 ☐ Owner has not been to the Property since Never been (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 None

37
38
39 Boundaries or property lines:
40 Do not know

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 None

46
47
48 Access to or Ownership of the Property – Matters affecting access to or from the Property, legal ownership or title to
49 the Property, or the Seller's ability to transfer the Property:
50 None that I know

51

Buyer's or Lessee's Initials

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Owner's Property Disclosure Statement (Land), April 2024

 
Owner's Initials

52 Settling, slippage, standing water, drainage, sliding or other soil problems on the Property or in the immediate area:
53 _____
54 None that I know
55 _____
56 Flooding, drainage or grading problems:
57 Not that I know
58 _____
59 _____
60 Location of the Property in a flood plain, shoreline master plan, wetland or other environmentally sensitive area or
61 work conducted by Seller in or around any natural bodies of water:
62 Not that I know
63 _____
64 _____
65 a. Water rights and private wells:
66 Gas wells
67 _____
68 _____
69 b. Public or Community water systems:
70 None that I know
71 _____
72 _____
73 Restrictive Covenants and Deed restrictions:
74 None that I know
75 _____
76 _____
77 Septic system approval or existing septic system:
78 _____
79 Don't know
80 _____
81 Major damage to the Property from fire, earthquakes, floods, slides, etc.:
82 _____
83 None that I know
84 _____
85 Zoning or Historic District violations, non-conforming uses:
86 _____
87 None that I know
88 _____
89 Neighborhood noise problems or other nuisances:
90 None that I know
91 _____
92 _____
93 Property Owner's association obligations (dues, lawsuits, transfer fees, initiation fees, etc.):
94 Montana grazing
95 _____
96 _____
97 Notice of abatement or citations against the Property:
98 _____
99 None
100 _____
101 Lawsuits or legal proceedings (including foreclosures and bankruptcies) affecting or threatening the Property:
102 None that I know
103 _____
104 _____
105 Waste dump or disposal or landfill or gravel pit or commercial use in the vicinity of the Property, existing or proposed,
106 which may cause smoke, smell, noise or other nuisance, annoyance or pollution, any hazardous materials or pest
107 infestations located on the Property or in the immediate area:
108 _____

_____/_____
Buyer's or Lessee's Initials



_____/_____
Owner's Initials

109 Street or utility improvement planned that may affect or be assessed against the Property:
 110 None
 111
 112
 113 Known information concerning utility connections:
 114
 115 None
 116
 117 Zoning or land use change planned or being considered by the city or county:
 118 None
 119
 120
 121 Proposed increase in tax assessment value or property owner's association dues for the Property:
 122 None
 123
 124
 125 Underground storage tanks or class II injection wells:
 126
 127 None
 128
 129 Property leases including post-closing short-term rental obligations, crop share agreements, mineral leases or
 130 reservations:
 131
 132 None
 133
 134 Conservation Easements (existing or proposed):
 135 None
 136
 137
 138 Landfill (compacted or otherwise) on the Property or any portion thereof:
 139 None
 140
 141
 142 Environmental issues affecting the Property including whether the Property has been tested or treated for the
 143 presence of fuel or chemical storage tanks, asbestos, or contaminated soil or water:
 144
 145 None
 146
 147 Pests, rodents:
 148 Do not know
 149
 150
 151 Noxious Weeds:
 152 Do not know
 153
 154
 155 Airport affected area:
 156 Do not know
 157
 158
 159 Other matters as set forth below including environmental issues, structural system issues, mechanical issues, legal
 160 issues, physical issues, or others not listed above of which the Seller has actual knowledge concerning the Property.
 161
 162 None that I know.
 163 None
 164 None

_____/_____
 Buyer's or Lessee's Initials

 
 Owner's Initials

165 Do not have any
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207 Owner certifies that the information herein is true, correct and complete to the best of the Owner's knowledge and
208 belief as of the date signed by Owner.

209
210 Owner  Date 06/08/2025
211 **William Waxon**
212 Owner  Date 06/08/2025
Jacqueline Waxon

_____/_____
Buyer's or Lessee's Initials

BUYER'S ACKNOWLEDGEMENT

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Subject Property Address: NHN Xeno Road, Chinook, MT 59523

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.