

**MONTANA ASSOCIATION OF REALTORS®
PROPERTY DISCLOSURE STATEMENT**



1 Date: August 18, 2021

2
3 Property: 4 Box Canyon Rd, Livingston, MT 59047-8906

4 Seller(s): Bryce L Shiver, Marvin L Shiver JR

5 Seller Agent: James A. Duncan

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
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: James A. Duncan

36 Dated: 8-19-2021

37
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: _____

46
47 Buyer Signature: _____

48
49 Dated: _____

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Property Disclosure Statement, April 2019

Yellowstone Real Estate Group, 1019 W Park St. Livingston MT 59047
Phone: 4062201149

Fax: _____
James Duncan

Produced with ZipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com

4 Box Canyon Rd -

OWNER'S PROPERTY DISCLOSURE STATEMENT

MONTANA ASSOCIATION OF REALTORS® STANDARD FORM



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: 8-19-2021

2
3 The undersigned Owner is the owner of certain real property located at 4 Box Canyon Rd
4
5 County of Park, in the City of Livingston,
6 → Montana, which real property is legally described as:
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 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 None Known
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 None Known
46
47

Buyer's or Lessee's Initials

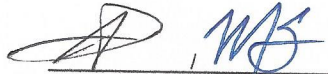
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AS MS
Owner's Initials

- 48 3. ELECTRICAL SYSTEM: (Wiring, Outlets, Switches, Services, Shorts, Alterations, and Overloads)
49
50
51
- 52 4. PLUMBING: (including Pipes, Drains, Faucets, Fixtures, Sump Pumps and Toilets)
53 a. Faucets, fixtures, etc.
54 GRAY WATER DRAINS NOT INTO SEPTIC TANK - Drains into drain field
55
56
- 57 b. Private Septic Systems (Adherence to Health Codes, Clogging, Backing Up, Drain Field, Septic Tanks, Holding
58 Tanks, and Cesspools)
59
60
- 61
62 c. Septic Systems permit in compliance with existing use of Property
63 YES
64
65
- 66 Date Septic System was last pumped?
67 2005
68
69
- 70 d. Public Sewer Systems (Clogging and Backing Up)
71 N/A
72
73
- 74 5. HEATING, VENTILATION AND AIR-CONDITIONING SYSTEMS: (Central Heating including furnaces, Central Air
75 Conditioning including compressors, Heat pumps, Electric heating systems, Solar systems, Gas Leaks,
76 Thermostats, Wall/Window AC Evaporator Coolers, Humidifiers, Propane tanks)
77
78
- 79
80 6. ADDITIONAL HEAT SOURCES: (Gas, Pellet, Wood Stoves or Fireplaces) (Compliance with Air Quality Laws,
81 Chimney Cleanliness, Chimney Fires and Adherence to Codes in Installation)
82
83
- 84
85 7. INSULATION: (Walls, Ceiling, Utility Bills, Vapor Barrier and Formaldehyde or Asbestos Insulation)
86 SOME SAGGING FLOOR INSULATION
87
88
- 89 8. OTHER BASIC COMPONENTS: (Interior Walls, Ceilings, Floors, Exterior Walls, Windows, Doors, Window
90 Screens, Slabs, Driveways, Sidewalks, Fences)
91 INT WALLS, CEILINGS, FLOORS NOT FINISHED
92 EXT SOFFIT NEEDS REPLACED - FENCES NEED REPAIR - MISSING WINDOW SCREENS
93
- 94 9. BASEMENT: (Leakage, Flooding, Moisture or Evidence of Water, and Fuel Tanks)
95 None Known
96
97
- 98 10. FOUNDATION: (Depth, Footings, Reinforcement, and Cracking)
99 None Known
100

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Owner's Initials

101 11. ROOF: (Rain Gutters, Leakage, Deterioration, Ice build ups and Structural Condition)

102 None Known

105 12. WATER: (Well Production, Water Quality and Quantity, Water Rights and Abandoned Wells)

107 None Known

109 a. Private well

111 None Known

113 b. Public or community water systems

114 N/A

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 UN-LANDSCAPED YARD

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:

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 PRIVATE RD WITH EASEMENT

133 16. HAZARD INSURANCE/DAMAGES/CLAIMS (past and present):

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. If the
139 Property has been used as a clandestine Methamphetamine drug lab Owner agrees to execute the Montana
140 Association of REALTORS® "Methamphetamine Disclosure Notice" and provide any documents or other
141 information that may be required under Montana law concerning the use of the Property as a clandestine
142 Methamphetamine drug lab.

144 18. RADON: If the Property is inhabitable real property as defined in the Montana Radon Control Act, Owner
145 represents that to the best of Owner's knowledge the Property ☐ has ☒ has not been tested for radon gas
146 and/or radon progeny and the Property ☐ has ☒ has not received mitigation or treatment for the same. If the
147 Property has been tested for radon gas and/or radon progeny, attached are any test results along with any
148 evidence of mitigation or treatment.

150 19. LEAD-BASED PAINT: If a residential dwelling exists on the Property and was built before the year 1978, Owner
151 ☐ has ☒ has no knowledge of lead-based paint and/or lead-based paint hazards on the Property. If Owner has
152 knowledge of lead-based paint and/or lead-based paint hazards on the Property, attached are all pertinent reports
153 and records concerning that knowledge.

154

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Owner's Initials

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

161 If any of the following items or conditions exist relative to the Property, please check the box and provide
162 details on the attached addendum.

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

201 Owner certifies that the information herein is true, correct and complete to the best of the Owner's knowledge and
202 belief as of the date signed by Owner.
203

204 Owner 
205 Bryce L. Shiver
206 Owner 
Marvin L. Shiver JR

Date 8-18-21

Date 8/18/21

Buyer's or Lessee's Initials

207 **Please note the following changes to the foregoing disclosure:** _____
208 _____
209 _____
210 _____
211 _____
212 _____
213 _____
214 _____
215 _____
216 _____
217 _____
218 _____
219 _____
220 _____

221 Owner's Signature _____ Date _____
222 _____
223 _____

224 Owner's Signature _____ Date _____
225 _____
226 _____

227 **BUYER'S ACKNOWLEDGEMENT**
228

229 Subject Property Address: _____
230 _____
231 _____
232 _____

233 Buyer(s) understand that the foregoing disclosure statement sets forth any adverse material facts concerning the
234 Property that are known to the owner. **The disclosure statement does not provide any representations or**
235 **warranties concerning the Property, nor does the fact this disclosure statement fails to note an adverse**
236 **material fact concerning a particular feature, fixture or element imply that the same is free of defects.**
237

238 Buyer(s) is/are encouraged to obtain professional advice, inspections or both of the Property and to provide for
239 appropriate provisions in a contract between buyer(s) and owner(s) with respect to any advice, inspections or defects.
240 **Buyer(s) are not relying upon this property disclosure statement for buyer(s)' determination of the overall**
241 **condition of the Property in lieu of other inspections, reports or advice.**
242

243 I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS STATEMENT.
244

245 _____
246 Buyer's/Lessee's Signature _____ Date _____
247 _____

248 _____
249 Buyer's/Lessee's Signature _____ Date _____
250 _____
251 _____

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.