

MONTANA ASSOCIATION OF REALTORS® PROPERTY DISCLOSURE STATEMENT



1 Date: August 7, 2023

2
3 Property: 50478 Moiese Road, Ronan, Mt 59864

4 Seller(s): Stuart S Raelynn M Dezellem , Tamara Dezellem

5 Seller Agent: JILL J URSUA

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

22 the maker in FRIG does not work.

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: 

36 JILL J URSUA

37 Dated: 8-8-2023

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, October 2021

OWNER'S PROPERTY DISCLOSURE STATEMENT

MONTANA ASSOCIATION OF REALTORS® STANDARD FORM



1 Date: August 7, 2023

2
3 The undersigned Owner is the owner of certain real property located at 50478 Moiese Road
4 _____, in the City of Ronan,
5 County of Lake, Montana, which real property is legally described as:
6 S16.T20N,R21W, COS 5967, TRACT 1, 20.01 ACRES M/L
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

- 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.

- 34
35 1. APPLIANCES: (Refrigerators, Microwave, Range, Dishwasher, Garbage Disposal, Oven, ~~Trash Compactor,~~
36 ~~Freezer,~~ Washer, Dryer) all work
37 _____
38 _____
39
40 2. COMPONENTS and BUILT-IN SYSTEMS: (Water Softener, Water Conditioners, Exhaust Fans, Central Vacuum
41 System and components, Water Heater, Washer/Dryer Hookups, Ceiling Fan, Intercoms, Remote Controls, T.V.
42 Antenna, Satellite Dish, Central sound systems, Wiring for phone, cable and internet, Security Alarms, Fire
43 Alarms, Smoke Detectors, Garage Door Openers, and Security Gates) all work
44 _____
45 _____

Buyer's or Lessee's Initials

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Owner's Initials

- 46 3. ELECTRICAL SYSTEM: (Wiring, Outlets, Switches, Services, Shorts, Alterations, and Overloads)
 47 all okay
 48
 49
 50 4. PLUMBING: (including Pipes, Drains, Faucets, Fixtures, Sump Pumps and Toilets)
 51 a. Faucets, fixtures, etc.
 52 all okay
 53
 54
 55 b. Private Septic Systems (Adherence to Health Codes, Clogging, Backing Up, Drain Field, Septic Tanks, Holding
 56 Tanks, and Cesspools).
 57 no issues
 58
 59
 60 c. Septic Systems permit in compliance with existing use of Property
 61 permit for 3BR home
 62
 63
 64 Date Septic System was last pumped?
 65 unknown
 66
 67
 68 d. Public Sewer Systems (Clogging and Backing Up)
 69 N/A
 70
 71
 72 5. HEATING, VENTILATION AND AIR-CONDITIONING SYSTEMS: (Central Heating including furnaces, Central Air
 73 Conditioning including compressors, Heat pumps, Electric heating systems, Solar systems, Gas Leaks,
 74 Thermostats, Wall/Window AC Evaporator Coolers, Humidifiers, Propane tanks)
 75 Furnace works fine
 76
 77
 78 6. ADDITIONAL HEAT SOURCES: (Gas, Pellet, Wood Stoves or Fireplaces) (Compliance with Air Quality Laws,
 79 Chimney Cleanliness, Chimney Fires and Adherence to Codes in Installation)
 80 N/A
 81
 82
 83 7. INSULATION: (Walls, Ceiling, Utility Bills, Vapor Barrier and Formaldehyde or Asbestos Insulation)
 84 no issues
 85
 86
 87 8. OTHER BASIC COMPONENTS: (Interior Walls, Ceilings, Floors, Exterior Walls, Windows, Doors, Window
 88 Screens, Slabs, Driveways, Sidewalks, Fences)
 89 basement bedroom window will be replaced, previous owner left hole in wall lower level
 90 previous owner left holes in walls from picture hanging
 91
 92 9. BASEMENT: (Leakage, Flooding, Moisture or Evidence of Water, and Fuel Tanks)
 93 no issues
 94
 95
 96 10. FOUNDATION: (Depth, Footings, Reinforcement, and Cracking)
 97 no issues
 98

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- 99 11. ROOF: (Rain Gutters, Leakage, Deterioration, Ice build ups and Structural Condition)
 100 no issues
 101
 102
 103 12. WATER: (Well Production, Water Quality and Quantity, Water Rights and Abandoned Wells)
 104
 105
 106
 107 a. Private well
 108 yes, 80* gpm; 438 ft deep
 109
 110
 111 b. Public or community water systems
 112 N/A
 113
 114
 115 13. POOLS, OUTDOOR LIVING, ANCILLARY BUILDINGS (Window Screens, Pool, Spa, Pool/Spa Heater, Hot Tub,
 116 Sauna, Patio/Decking, Built-In Barbecue, Gazebo, Fountains, Water features, Underground Sprinklers systems
 117 and controls, Partially landscaped or un-landscaped yard, Garage, Shop, Barn, Carport)
 118 Window screens are new, decking & gazebo needs painting (seller's
 119 paint check), gazebo roof needs repair, underground sprinklers on
 120 east side of lawn only
 121 14. Waste dump or disposal or landfill or gravel pit or commercial use in the vicinity of the Property, existing or
 122 proposed, which may cause smoke, smell, noise or other nuisance, annoyance or pollution:
 123
 124
 125
 126 15. ACCESS: (If the Property is not on a public street note any Driveway Agreements, Private Easements and Legal
 127 Disputes Concerning Access)
 128 main easement for south neighbor to access water
 129
 130
 131 16. HAZARD INSURANCE/DAMAGES/CLAIMS (past and present):
 132 none
 133
 134
 135 17. METHAMPHETAMINE: If the Property is inhabitable real property, the Owner represents to the best of Owner's
 136 knowledge that the Property ☐ has ☒ has not been used as a clandestine Methamphetamine drug lab and
 137 ☐ has ☒ has not been contaminated from smoke from the use of Methamphetamine. If the Property has been
 138 used as a clandestine Methamphetamine drug lab or contaminated from smoke from the use of
 139 Methamphetamine, Owner agrees to execute the Montana Association of REALTORS® "Methamphetamine
 140 Disclosure Notice" and provide any documents or other information that may be required under Montana law
 141 concerning the use of the Property as a clandestine Methamphetamine drug lab or the contamination of the
 142 Property from smoke from the use of Methamphetamine.
 143
 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.
 149
 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.

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

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

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

Additional details:

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Owner's Property Disclosure Statement, October 2021

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Owner's Initials

Shop stove pipe had a drip - Needs sealed
or a new Boot?

SSD

RMD

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.

Owner Stuart S Dezelle

Date 08/07/2023

Owner Stuart S Raelynn M Dezelle

Date 08/07/2023

Owner Raelynn M Dezelle

Tamara Dezelle

8/8/23

Tamara S. Dezelle

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Owner's Property Disclosure Statement, October 2021

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BUYER'S ACKNOWLEDGEMENT

Subject Property Address: _____

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.

LEAD-BASED PAINT DISCLOSURE



Date: _____

Property Address: 50478 Moiese Road, Ronan, Mt 59864

Lead Warning Statement: Every Buyer of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The Seller of any interest in residential real property is required to provide the Buyer with any information on lead-based paint hazards from risk assessments or inspections in the Seller's possession and notify the Buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosures: The Seller hereby discloses the presence of lead-based paint and/or lead-based paint hazards by checking the appropriate boxes as follows:

(a) Presence of lead-based paint and/or lead-based paint hazards (check one below):

☐ Seller knows that lead-based paint and/or lead-based paint hazards are present in the property (explain):

☒ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the property.

(b) Records and Reports available to the Seller (check one below):

☐ Seller has provided the Buyer with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the property. Those reports and records are itemized as follows:

☒ Seller has no records or reports pertaining to lead-based paint and/or lead-based paint hazards in the property.

Buyer's Acknowledgment: Buyer acknowledges, by his/her initials in the blanks provided below, as follows:

(c) _____ Buyer has received copies of all information listed in item (b), if any.

(d) _____ Buyer has received the pamphlet "Protect Your Family From Lead in Your Home."

If the delivery of the documents referenced in subsection (c) or (d) occurs after the full execution of the Buy-Sell Agreement (the Agreement) by all parties, Buyer has a right to cancel as set forth in the Agreement.

(e) _____ Buyer has (check one below):

☐ Received a 10-day opportunity (or other mutually agreed upon period) to conduct a risk assessment or inspection of the presence of lead-based paint hazards (in which event the parties have entered a Lead-Based Paint Contingency Addendum); or

☐ Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Broker/Salesperson's Acknowledgment: The Seller Broker/Salesperson (or if no listing Broker/Salesperson, any Broker/Salesperson in the transaction) acknowledges, by his/her initials in the blank provided below, as follows:

(f) _____ Broker/Salesperson has informed the Seller of the Seller's obligations under 42 U.S.C. §4852(d) and is aware of his/her responsibility to ensure compliance.

Certifications: The undersigned have reviewed the information above and certify, to the best of their knowledge, that the information, which they have provided is true and accurate.

Stuart S Dezellem Raelynn M Dezellem 08/07/2023

Seller Stuart S Raelynn M Dezellem Date _____ Buyer _____ Date _____

Tamara Dezellem 8/8/23
Seller Tamara Dezellem Date _____ Buyer _____ Date _____

Jill Ursua 8/8/23
Seller Broker/Salesperson Date _____

(if no Seller Broker/Salesperson, Buyer Broker/Salesperson to sign)

JILL J URSUA

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.

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Lead-Based Paint Disclosure, October 2021

Mission Valley Properties, 191 Mountain View Dr St. Ignatius MT 59865
Phone: (406)745-4940 Fax: (406)745-3520 Jill Ursua

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

Dezellem

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: August 7, 2023

3 Property Address: 50478 Moiese Road, Ronan, Mt 59864

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.

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.

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 Stuart S Dezelle 08/07/2023

32 Seller/Landlord Date

33 Stuart S Raelynn M Dezelle 08/07/2023

34 Raelynn M Dezelle Date

35 Tamara Dezelle 8/8/23

36 Tamara Dezelle Date

Jill Ursua 8/8/23
Seller's Agent/Property Manager Date

JILL J URSUA

Seller's Agent/Property Manager Date

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.

45 Buyer/Tenant Date

Buyer's Agent/Statutory Broker Date

48 Buyer/Tenant Date

Buyer's Agent/Statutory Broker Date

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Mold Disclosure, March 2006

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Dezelle