

MONTANA ASSOCIATION OF REALTORS® PROPERTY DISCLOSURE STATEMENT (LAND)



1 Date: 06/13/2025

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3 Property: Nhn Westview Drive, Bigfork, MT 59911

4 Seller(s): Meisner Construction LLC

5 Seller Agent: Mark Kuhl and Andrew Burgi

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7 Concerning adverse material facts, Montana law provides that a seller agent is obligated to:

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- 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.

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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.

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35 Seller Agent Signature: *Mark Kuhl* *Andrew Burgi*

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37 Dated:

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

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41 Buyer Agent:

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43 Buyer Agent Signature:

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47 Buyer Signature:

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49 Dated:

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



Date: 06/16/2025

The undersigned Owner is the owner of certain real property located at Nhn Westview Drive,
in the City of Bigfork,
County of Lake County, Montana, which real property is legally described as:
STERLING ESTATES, S18, T26 N, R19 W, Lot 6, ACRES 1.26

(hereafter the "Property"). Owner executes this Disclosure Statement to disclose to prospective buyers all adverse material facts which concern the Property. Montana law defines an adverse material fact as a fact that should be recognized as being of enough significance as to affect a person's decision to enter into a contract to buy or sell real property and may be a fact that materially affects the value of the Property, that affects the structural integrity of the Property, or that presents a documented health risk to occupants of the Property.

OWNER'S DISCLOSURE

- ☐ Owner has never been to the Property.
☐ Owner has not been to the Property since _____ (date).

The Owner declares that the Owner has prepared this Disclosure Statement and any attachments thereto based on any adverse material facts known to the Owner. Owner hereby authorizes providing a copy of this Statement to any person or entity in connection with any actual or anticipated sale of the Property. Owner further agrees to indemnify and hold any and all real estate agents involved, directly or indirectly, in the purchase and sale of the Property, harmless from all claims for damages based upon the disclosures made in this Disclosure Statement along with the failure of the Owner to disclose any adverse material facts known to the Owner.

This information is a disclosure by the Owner of known adverse material facts concerning the Property as of the above date. **It is not a warranty or representation of any kind by the Owner and it is not a contract between Owner and buyer. This disclosure statement is not a substitute for any inspections the buyer may wish to obtain.**

Please describe any adverse material facts concerning the items listed, or other components, fixtures or matters.

Easements (written or unwritten):

none known issues

Boundaries or property lines:

none known issues

Encroachments or similar matters that may affect your interest in the subject Property including but not limited to buildings, fences, etc.:

none known issues

Access to or Ownership of the Property – Matters affecting access to or from the Property, legal ownership or title to the Property, or the Seller's ability to transfer the Property:

none known issues

 /
Buyer's or Lessee's Initials

 /
Owner's Initials

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Settling, slippage, standing water, drainage, sliding or other soil problems on the Property or in the immediate area:

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none known issues

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Flooding, drainage or grading problems:

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none known issues

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Location of the Property in a flood plain, shoreline master plan, wetland or other environmentally sensitive area or

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work conducted by Seller in or around any natural bodies of water:

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none known issues

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a. Water rights and private wells:

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none known issues

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b. Public or Community water systems:

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none known issues

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Restrictive Covenants and Deed restrictions:

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none known issues

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Septic system approval or existing septic system:

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none known issues

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

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none known issues

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Zoning or Historic District violations, non-conforming uses:

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none known issues

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Neighborhood noise problems or other nuisances:

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none known issues

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

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none known issues

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Notice of abatement or citations against the Property:

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none known issues

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

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none known issues

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Waste dump or disposal or landfill or gravel pit or commercial use in the vicinity of the Property, existing or proposed,

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which may cause smoke, smell, noise or other nuisance, annoyance or pollution, any hazardous materials or pest

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infestations located on the Property or in the immediate area:

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none known issues

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

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none known issues

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Known information concerning utility connections:

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none known issues

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

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none known issues

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

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none known issues

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Underground storage tanks or class II injection wells:

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none known issues

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

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reservations:

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none known issues

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Conservation Easements (existing or proposed):

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none known issues

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

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none known issues

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Environmental issues affecting the Property including whether the Property has been tested or treated for the

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presence of fuel or chemical storage tanks, asbestos, or contaminated soil or water:

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none known issues

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Pests, rodents:

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none known issues

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Noxious Weeds:

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none known issues

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Airport affected area:

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none known issues

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Other matters as set forth below including environmental issues, structural system issues, mechanical issues, legal

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issues, physical issues, or others not listed above of which the Seller has actual knowledge concerning the Property.

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none known issues

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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.

Owner

Date

Owner

Date

BUYER'S ACKNOWLEDGEMENT

Subject Property Address: Nhn Westview Drive, Bigfork, MT 59911

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.