

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



1 Date: January 27, 2025

2
3 Property: 710 N Meade Ave, Glendive, MT 59330

4 Seller(s): Rebecca A. Walker

5 Seller Agent: Jiselle Heyen

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) as required by Montana law. Regardless of what the Seller(s) has/have
17 provided Seller Agent as set forth in the Owner's Property Disclosure Statement, **except as set forth below**, the
18 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: Jiselle L. Heyen
36 **Jiselle Heyen**

37 Dated: 1/31/2025

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: _____

46
47 Buyer Signature: _____

48
49 Dated: _____

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



1 Date: January 27, 2025

2
3 The undersigned Owner is the owner of certain real property located at 710 N Meade Ave
4 _____, in the City of Glendive,
5 County of Dawson, Montana, which real property is legally described as:
6 **GLENDIVE ORIGINAL TOWNSITE, S26, T16 N, R55 E, BLOCK 029, Lot 017, LTS 17, 18 AND 19**
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 condition, malfunction,
12 or problem that would have a materially adverse effect on the monetary value of real property, that affects the
13 structural integrity of any improvements located on the real property, or that presents a documented health risk to
14 occupants of the real property or would impair the health or safety of future occupants of the real property.

OWNER'S DISCLOSURE

15
16
17
18 Owner has never occupied the Property.
19 Owner has not occupied the Property since April 18, 2022 (date).
20

21 Concerning adverse material facts, Montana law provides that the Owner is/are obligated to disclose any adverse
22 material facts that concern the Property and that are actually known to the Owner. The Owner is not obligated to
23 investigate the Property in preparing this Disclosure Statement. The Owner, other than having lived at and/or owned
24 the Property, has no greater knowledge than what could be obtained by the Buyer's careful inspection.
25

26 **This disclosure statement is not a warranty of any kind by the Owner, the Seller Agent, or any authorized**
27 **representative of the Owner involved in the sale of the Property, and it is not a contract between the Owner**
28 **and Buyer. This Disclosure Statement is not a substitute for any inspections the Buyer may wish to obtain.**
29 The Buyer is encouraged to consult their own independent inspectors to aid in the Buyer's due diligence prior to
30 closing on the purchase of the Property.
31

32 This Disclosure Statement must be provided no later than contemporaneously with the execution of a real estate
33 purchase contract. Unless the Buyer and Owner have otherwise agreed in writing, any contract for the purchase of
34 the Property is not effective until 3 days after the Buyer has received this Disclosure Statement, and during that delay
35 Buyer may withdraw or rescind any contract to purchase the Property without penalty.
36

37 The Owner declares that the Owner has prepared this Disclosure Statement and any attachments thereto based on
38 any adverse material facts known to the Owner. Owner hereby authorizes providing a copy of this Statement to any
39 person or entity in connection with any actual or anticipated sale of the Property. Owner further agrees to indemnify
40 and hold any and all real estate agents involved, directly or indirectly, in the purchase and sale of the Property,
41 harmless from all claims for damages based upon the disclosures made in this Disclosure Statement along with the
42 failure of the Owner to disclose any adverse material facts known to the Owner.
43

44 This Disclosure Statement is considered a disclosure by the Owner only and not the Seller Agent or other authorized
45 representative of the Seller. The Seller is not responsible for misstatements or errors in this Disclosure Statement
46 that are based on information the Seller obtained from a reliable third-party, including a local governing agency.

_____/_____
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Owner's Property Disclosure Statement, April 2024
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47 Please describe any adverse material facts concerning the items listed, or other components, fixtures or matters.

48

49 1. APPLIANCES: (Refrigerators, Microwave, Range, Dishwasher, Garbage Disposal, Oven, Trash Compactor,
50 Freezer, Washer, Dryer)

51 Appliances in house are all new.

52

53
54 2. COMPONENTS and BUILT-IN SYSTEMS: (Water Softener, Water Conditioners, Exhaust Fans, Central Vacuum
55 System and components, Water Heater, Washer/Dryer Hookups, Ceiling Fan, Intercoms, Remote Controls, T.V.
56 Antenna, Satellite Dish, Central sound systems, Wiring for phone, cable and internet, Security Alarms, Fire
57 Alarms, Smoke Detectors, Garage Door Openers, and Security Gates)

58 House does not have a washer hook-up & drain. Have
59 requested plumber to install

60

61 3. ELECTRICAL SYSTEM/UTILITY CONNECTIONS: (Wiring, Outlets, Switches, Services, Shorts, Alterations,
62 Overloads, or known information concerning utility connections)

63 All the wiring has been replaced where it was knob & tube. Wiring
64 has not been updated or replaced in side porch on the outer
65 wall.

66

67 4. PLUMBING: (including Pipes, Drains, Faucets, Fixtures, Sump Pumps and Toilets)

68 a. Faucets, fixtures, etc.
69 Toilet in smaller bathroom has a extra water flow. Constant
70 plumbing to Attic bathroom are not connected to existing plumbing

71 b. Private Septic Systems (Adherence to Health Codes, Clogging, Backing Up, Drain Field, Septic Tanks, Holding
72 Tanks, and Cesspools)

73 N/A

74

75 c. Septic Systems permit in compliance with existing use of Property

76 N/A

77

78 Date Septic System was last pumped?

79 N/A

80

81 d. Public Sewer Systems (Clogging and Backing Up)

82 Sewer Replaced 1999. Have had NO problems since that date

83

84 5. HEATING, VENTILATION AND AIR-CONDITIONING SYSTEMS: (Central Heating including furnaces, Central Air
85 Conditioning including compressors, Heat pumps, Electric heating systems, Solar systems, Gas Leaks,
86 Thermostats, Wall/Window AC Evaporator Coolers, Humidifiers, Propane tanks) NEW High Efficiency Boiler

87 Installed summer of 2022. Was serviced this fall

88

89 6. ADDITIONAL HEAT SOURCES: (Gas, Pellet, Wood Stoves or Fireplaces) (Compliance with Air Quality Laws,
90 Chimney Cleanliness, Chimney Fires and Adherence to Codes in Installation)

91 Have never tried to used gas line in fireplace. No idea - would
92 need to get serviced before could use

93

94 7. INSULATION: (Walls, Ceiling, Utility Bills, Vapor Barrier and Formaldehyde or Asbestos Insulation)

95 Fiber board in Walls, Roll out insulation in Attic - new boiler reduced natural
96 gas usage by 35%

97

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Owner's Initials

102 8. OTHER BASIC COMPONENTS: (Interior Walls, Ceilings, Floors, Exterior Walls, Windows, Doors, Window
 103 Screens, Slabs, Driveways, Sidewalks, Fences)
 104 Some small cracks in ceiling from a time when furnace was not working
 105 and became too cold for plaster. Very old door on side porch - needs
 106 replacing, one side of driveway has sunk down.
 107 9. BASEMENT: (Leakage, Flooding, Moisture or Evidence of Water or water intrusion, and Fuel Tanks)
 108 Put in sump pump in 2013 because of neighbors over watering. Only
 109 runs during summer months
 110
 111 10. FOUNDATION: (Depth, Footings, Reinforcement, and Cracking)
 112 Solid foundation - No settling. as long as you do ~~not~~ NOT water
 113 flowers & plants at the base of foundation - otherwise - can crack walls
 114
 115 11. ROOF: (Rain Gutters, Leakage, Deterioration, Ice build ups and Structural Condition)
 116 Front rain gutter need replacing and need to add one from chimney
 117 to front. Have been purchased & painted however contractor became sick.
 118
 119 12. WATER: (Well Production, Water Quality and Quantity, Water Rights and Abandoned Wells)
 120 Copper pipe comes into house from city service. No problems
 121
 122
 123 a. Private well
 124 None
 125
 126
 127 b. Public or community water systems
 128 City replaced waterline and the turn on/off valve in the last
 129 6 years.
 130
 131 13. POOLS, OUTDOOR LIVING, ANCILLARY BUILDINGS: (Window Screens, Pool, Spa, Pool/Spa Heater, Hot Tub,
 132 Sauna, Patio/Decking, Built-In Barbecue, Gazebo, Fountains, Water features, Underground Sprinklers systems
 133 and controls, Partially landscaped or un-landscaped yard, Garage, Shop, Barn, Carport)
 134 Patio Deck has had that same sag ~~for~~ since 1999 when I bought the
 135 house. No access point
 136
 137 14. NUISANCES/HAZARDOUS MATERIALS: Waste dump or disposal or landfill or gravel pit or commercial use in
 138 the vicinity of the Property, existing or proposed, which may cause smoke, smell, noise or other nuisance,
 139 annoyance or pollution, any hazardous materials or pest infestations located on the Property or in the immediate
 140 area:
 141 None
 142
 143
 144 15. ALTERATIONS: (whether any substantial additions or alterations have been made to the Property without a
 145 required permit) None
 146
 147
 148 16. ACCESS/OWNERSHIP: (If the Property is not on a public street note any Driveway Agreements, Private
 149 Easements and Legal Disputes Concerning Access; matters affecting legal ownership or title to the Property or
 150 the Seller's ability to transfer the Property):
 151
 152 Part of my existing driveway is on my next doors neighbors land.
 153 The driveway boundary coming from the street to sidewalk is the
correct boundary

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154 17. SOILS: Whether there are any problems with settling, soil, standing water, or drainage on the Property or in the
155 immediate area:

156 If you water against foundation it will expand & contract and cause plaster walls
157 to crack. Root line protects so have to intentionally water to cause.
158

159 18. HAZARD INSURANCE/DAMAGES/CLAIMS (past and present):

160 Repair of Both Chimneys from wind storm in 2021.
161 All Shingles removed & replaced in 2022 & 2023 from in wind storm in 2021.
162

163 19. METHAMPHETAMINE: If the Property is inhabitable real property, the Owner represents to the best of Owner's
164 knowledge that the Property has has not been used as a clandestine Methamphetamine drug lab and
165 has has not been contaminated from smoke from the use of Methamphetamine. If the Property has been
166 used as a clandestine Methamphetamine drug lab or contaminated from smoke from the use of
167 Methamphetamine, Owner agrees to execute the Montana Association of REALTORS® "Methamphetamine
168 Disclosure Notice" and provide any documents or other information that may be required under Montana law
169 concerning the use of the Property as a clandestine Methamphetamine drug lab or the contamination of the
170 Property from smoke from the use of Methamphetamine.
171

172 20. RADON: If the Property is inhabitable real property as defined in the Montana Radon Control Act, Owner
173 represents that to the best of Owner's knowledge the Property has has not been tested for radon gas
174 and/or radon progeny and the Property has has not received mitigation or treatment for the same. If the
175 Property has been tested for radon gas and/or radon progeny, attached are any test results along with any
176 evidence of mitigation or treatment.
177

178 21. LEAD-BASED PAINT: If a residential dwelling exists on the Property and was built before the year 1978, Owner
179 has has no knowledge of lead-based paint and/or lead-based paint hazards on the Property. If Owner has
180 knowledge of lead-based paint and/or lead-based paint hazards on the Property, attached are all pertinent reports
181 and records concerning that knowledge.
182

183 22. MOLD: If the Property is inhabitable real property as defined in the Montana Mold Disclosure Act, the Owner
184 represents to the best of Owner's knowledge that the Property has has not been tested for mold and that
185 the Property has has not received mitigation or treatment for mold. If the Property has been tested for
186 mold or has received mitigation or treatment for mold, attached are any documents or other information that may
187 be required under Montana law concerning such testing, treatment or mitigation.
188

189 23. OTHER TESTING OR TREATMENTS: Has the Property been tested or treated for the presence of fuel or
190 chemical storage tanks, asbestos, or contaminated soil or water:

191 None
192
193

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

- 196 1. Asbestos.
197 2. Noxious weeds.
198 3. Pests, rodents.
199 4. Destructive insects such as termites, pine beetles or carpenter ants. (If the Property has been tested or
200 treated, attach documentation.)
201 5. Common walls, fences and driveways that may have any effect on the Property.
202 6. Encroachments, easements, or similar matters that may affect your interest in the Property.
203 7. Room additions, structural modifications, or other alterations or repairs made without necessary permits or
204 HOA and HOA architectural committee permission.
205 8. Room additions, structural modifications, or other alterations or repairs not in compliance with building
206 codes.
207 9. Health department or other governmental licensing, compliance or issues.

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- 208 10. Landfill (compacted or otherwise) on the Property or any portion thereof.
- 209 11. Location in the floodplain, shoreline master plan, wetland or other environmentally sensitive area or work
- 210 conducted by Seller in or around any natural bodies of water.
- 211 12. Settling, slippage, sliding or other soil problems.
- 212 13. Flooding, draining, grading problems, or French drains.
- 213 14. Major damage to the Property or any of the structures from fire, earthquakes, floods, slides, etc.
- 214 15. Waste dump or disposal or landfill or commercial use in the vicinity of the Property which causes smoke,
- 215 smell, noise or other pollution.
- 216 16. Hazardous or Environmental Waste: Underground storage tanks or sump pits.
- 217 17. Neighborhood noise problems or other nuisances.
- 218 18. Violations of deed restrictions, restrictive covenants or other such obligations.
- 219 19. Zoning or Historic District violations, non-conforming uses, violations of "setback" requirements, etc.
- 220 20. Zoning, Historic District or land use change planned or being considered by the city or county.
- 221 21. Street or utility improvement planned that may affect or be assessed against the Property.
- 222 22. Property Owner's Association obligations (dues, lawsuits, transfer fees, initiation fees, etc.).
- 223 23. Proposed increase in the tax assessment value or homeowner's association dues for the Property.
- 224 24. "Common area" problems.
- 225 25. Tenant problems, defaults or other tenant issues.
- 226 26. Notices of abatement or citations against the Property.
- 227 27. Lawsuits or legal proceedings (including foreclosures and bankruptcies) affecting or threatening the
- 228 Property.
- 229 28. Airport affected area.
- 230 29. Pet damage
- 231 30. Property leases including post-closing short-term rental obligations, crop share agreements, mineral leases
- 232 or reservations.
- 233 31. Other matters as set forth below including environmental issues, structural system issues, mechanical
- 234 issues, legal issues, physical issues, or others not listed above of which the Seller has actual knowledge
- 235 concerning the Property.
- 236

237 Additional details:

238 ~~Hot~~

239 1) Asbestos is coating the boiler pipes in the crawlspace and

240 in walls to carry the hot water from boiler

241 2) some canadian thistles in front lawn & front flower bed.

242 3) I have had bats in the attic 2021 because of the wind

243 storm in 2021. Need to make sure all areas of attic ceiling are

244 lit up by time it warms up so they chose not to stay. LED bulbs

245 make it bright enough they don't stay. Migratory so gone from

246 area by September. When installed and turned on all lights to

247 light up ceiling no further had bats. However did have bats in attic

248 2021, 2022 and short time period in 2023 and shorter time period in

249 2024 because bulbs burned out.

250 5) As I said earlier part of existing driveway is on neighboring

251 property.

252 17) Can ~~to~~ hear trains outside & Meade Avenue is main traffic

253 for going & coming from school. Fortunately cannot hear

254 inside the house

255

256 31) When rain gutter freeze up ice pools on driveway.

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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 Rebecca A. Walker Date 01-29-2025
 Owner Rebecca A. Walker Date _____

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BUYER'S ACKNOWLEDGEMENT

Subject Property Address: 710 N Meade Ave, Glendive, MT 59330

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 further understand that the Owner is not obligated to investigate the Property in preparing this Disclosure Statement and that the Owner, other than having lived at and/or owned the Property, has no greater knowledge than what could be obtained by the Buyer's careful inspection.

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.