



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

1 The undersigned Seller, having entered into a listing with ERA LANDMARK WESTERN LAND
2 as Broker, dated December 31, 2009, and involving certain real property located at
3 LOTS IN DISCOVERY VISTA SUBDIVISION in the City of LIVINGSTON
4 County of PARK, Montana, which real property is legally described as
5 ALL LOTS NOT YET SOLD IN DISCOVERY VISTA SUBDIVISION, LIVINGSTON, PARK COUNTY
6 MONTANA

7
8 (the Property). Seller
9 executes this Disclosure Statement, in order to assist the Broker in disclosing all adverse material facts
10 which concern the Property to prospective purchasers. Montana law defines an adverse material fact as a
11 fact that should be recognized as being of enough significance as to affect a person's decision to enter into
12 contract to buy or sell real property and may be a fact that materially affects the value of the Property,
13 that affects the structural integrity of the Property, or that presents a documented health risk to occupants
14 of the Property.

SELLER'S DISCLOSURE

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17
18 The Seller declares that the Seller has prepared this Disclosure Statement and any attachments thereto
19 based on any adverse material facts known to the Seller as of the above date. Seller hereby authorizes the Broker
20 to provide a copy of this Statement to any person or entity in connection with any actual or anticipated sale of the
21 Property. Seller further agrees to indemnify and hold the Broker harmless from all claims for damages based
22 based solely upon the disclosures made in this Disclosure Statement along with the failure of the Seller to
23 disclose any adverse material facts known to Seller as of the above date.

24
25 THIS INFORMATION IS A DISCLOSURE BY THE SELLER OF ADVERSE MATERIAL FACTS
26 CONCERNING THE PROPERTY KNOWN TO SELLER AS OF THE ABOVE DATE. IT IS NOT
27 A WARRANTY OR REPRESENTATION OF ANY KIND BY THE SELLER, THE BROKER OR THE
28 SALESPERSONS AND IS NOT A CONTRACT BETWEEN SELLER AND BUYER. THIS DISCLOSURE
29 STATEMENT IS NOT A SUBSTITUTE FOR ANY INSPECTIONS THE BUYER MAY WISH TO OBTAIN.

30
31 Please describe any Adverse Material Facts affecting the property and concerning the matters noted below
32 or other matters. If the space provided is inadequate, please attach additional sheets.

33
34 Easements (written or unwritten): As shown on Platt and all other documents of public
35 record (collectively, the "Recorded Documents").

36 Boundaries or Property Lines: See Recorded Documents

37
38 Encroachments or similar matters that may affect your interest in the subject property including but not
39 limited to buildings, fences, etc. -

40
41 Access to the property:

42
43 Settling, slippage, sliding or other soil problems.

44
45 Flooding, drainage or grading problems:

46
47 Location of the property in a flood plain, shoreline master plan, wetland or other environmentally sensitive
48 area:

49

Buyer's Initials

Seller's Initials

50 Water rights and private wells: _____
 51 _____
 52 Restrictive Covenants and Deed restrictions: See Recorded Documents
 53 _____
 54 Septic system approval or existing septic system: _____
 55 _____
 56 Major damage to the property from fire, earthquakes, floods, slides, etc.: _____
 57 _____
 58 Zoning violations, non-conforming uses: _____
 59 _____
 60 Neighborhood noise problems or other nuisances: _____
 61 _____
 62 Property Owner's association obligations (dues, lawsuits, etc.): Owner's dues are \$135 per lot
 63 per year. Pro-rated at closing. Subject to change. See Recorded Documents.
 64 Notice of abatement or citations against the property: _____
 65 _____
 66 Lawsuits against the Seller threatening or affecting the real property: _____
 67 _____
 68 Waste dump or disposal or landfill or gravel pit or commercial use in the vicinity of the property, existing or
 69 proposed, which may cause smoke, smell, noise or other nuisance, annoyance or pollution: _____
 70 _____
 71 Street or utility improvement planned that may affect or be assessed against the property: _____
 72 _____
 73 Zoning or land use change planned or being considered by the city or county: _____
 74 _____
 75 Proposed increase in tax assessment value or property owner's association dues for the property: _____
 76 _____
 77 Underground storage tanks or class II injection wells: _____
 78 _____
 79 Property leases, crop shares, mineral or hydrocarbon leases or other such agreements: _____
 80 See Recorded Documents
 81 Mineral or hydrocarbon reservations: _____
 82 See Recorded Documents
 83 Conservation Easements (existing or proposed): _____
 84 See Recorded Documents
 85 Landfill (compacted or otherwise) on the property or any portion thereof: _____
 86 _____
 87 Environmental issues affecting the property: _____
 88 _____
 89 Noxious Weeds: Weeds must be controlled. There has been knapweed on the Property.
 90 _____
 91 Airport affected area: _____
 92 _____
 93 Other matters: Natural gas provided by Northwestern Energy. Phase I and Phase II
 94 power provided by Park Electric, except Lots 1-4 of Block 2 have power provided
 95 by Northwestern Energy.
 96 _____
 97 Phone, T.V. and Internet provided by Bresnan; being installed by Qwest.
 98 _____
 99 _____
 100 _____

 Buyer's Initials

(Land) Seller's Property Disclosure Page 2 of 3

L. B.
 Seller's Initials

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Untitled

101 Seller certifies that the information herein is true, correct and complete to the best of the Seller's knowledge
102 and belief as of the date signed by Seller.

103
104 DISCOVERY VISTA, LLC

105 By: Patriarch, LLC, its Member

106
107 Seller By: Raymond C. Stinnett
108 Raymond C. Stinnett, Member

Date 12-30-09

109
110 Seller By: Rachel M. Osen
111 Rachel M. Osen, Member

Date 12/30/09

112
113 Please note the following changes to the foregoing disclosure: _____

114 _____
115 _____
116 _____
117 _____
118 _____
119 _____
120 _____
121 _____
122 _____
123 _____
124 _____

125 Date: 12-30-09 Sellers Signature: Raymond C. Stinnett
Rachel M. Osen

128 BUYER'S ACKNOWLEDGMENT

129
130 Subject Property Address: LOTS IN DISCOVERY VISTA SUBDIVISION, LIVINGSTON, MT 59047

131
132 BUYER(S) UNDERSTAND THAT THE FOREGOING DISCLOSURE STATEMENT SETS FORTH ANY
133 ADVERSE MATERIAL FACTS CONCERNING THE PROPERTY THAT ARE KNOWN TO THE SELLER.
134 THE DISCLOSURE STATEMENT DOES NOT PROVIDE ANY REPRESENTATIONS OR WARRANTIES
135 CONCERNING THE PROPERTY, NOR DOES THE FACT THIS DISCLOSURE STATEMENT FAILS TO
136 NOTE AN ADVERSE MATERIAL FACT CONCERNING A PARTICULAR FEATURE, FIXTURE OR
137 COMPONENT IMPLY THAT THE SAME IS FREE OF DEFECTS. BUYER(S) IS/ARE ENCOURAGED TO
138 OBTAIN PROFESSIONAL ADVICE, INSPECTIONS OR BOTH OF THE PROPERTY AND TO PROVIDE
139 FOR APPROPRIATE PROVISIONS IN A CONTRACT BETWEEN BUYER(S) AND SELLER(S) WITH
140 RESPECT TO ANY ADVICE, INSPECTIONS OR DEFECTS. BUYER(S) ARE NOT RELYING UPON THIS
141 PROPERTY DISCLOSURE STATEMENT FOR BUYER(S)' DETERMINATION OF THE OVERALL
142 CONDITION OF THE PROPERTY IN LIEU OF OTHER INSPECTIONS REPORTS OR ADVICE.

143
144 I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS STATEMENT.

145
146 Buyer _____ Date _____

147
148 Buyer _____ 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 holidays. Any performance which is required to be completed on a Saturday, Sunday or a holiday can be performed on the next business day.