MONTANA ASSOCIATION OF REALTORS®
PROPERTY DISCLOSURE STATEMENT

CLEARWATER PROPERTIES

REALTOR® EQUAL HOUSING OPPORTUNITY

Date: September 9, 2024

Property: **851 Prospect Creek Rd, Thompson Falls, MT 59873**
Seller(s): **Rowan D. Thompson**
Seller Agent: **Allison Aumiller & Avery Burgess**

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

- disclose to a buyer or the buyer agent any adverse material facts that concern the property and that are known to the seller agent, except that the seller agent is not required to inspect the property or verify any statements made by the seller; and
- disclose to a buyer or the buyer agent when the seller agent has no personal knowledge of the veracity of information regarding adverse material facts that concern the property.

The Seller Agent identified above is providing the attached Owner's Property Disclosure Statement that has been completed and signed by the Seller(s) as required by Montana law. Regardless of what the Seller(s) has/have provided Seller Agent as set forth in the Owner's Property Disclosure Statement, **except as set forth below,** the Seller Agent has no personal knowledge:

(i) about adverse material facts that concern the Property or
(ii) regarding the veracity (accuracy) of any information regarding adverse material facts that concern the Property

SELLER WAS UNAWARE HE NEEDED WATER RIGHTS TO HIS WELL SO 602i has been completed & turned in to State BEFORE PROPERTY IS ACTIVE ON MARKET. ASK LISTING AGENT FOR UPDATE ON FORMS WITH DNRC. Neighbor across the Highway has a Shooting Range. Some appliances in RV may not work properly.

Information regarding adverse material facts that concern the Property and that are known to the Seller Agent, if any, is set forth above. However, the Seller Agent is not required to inspect the Property or verify any statements made by the Seller(s). Buyer(s) is/are therefore encouraged to obtain professional advice, inspections or both of the Property and to provide for appropriate provisions in a Buy-Sell Agreement between the Buyer(s) and Seller(s) with respect to any advice, inspections or defects.

Seller Agent Signature: Allison Aumiller Avery Burgess
Allison Aumiller & Avery Burgess
Dated: 9/9/24

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

Buyer Agent: _____

Buyer Agent Signature: _____

Dated: _____

Buyer Signature: _____

Dated: _____

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Property Disclosure Statement, May 2025

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

Date: September 9, 2026

The undersigned Owner is the owner of certain real property located at **851 Prospect Creek Rd**, in the City of **Thompson Falls**, County of **Sanders**, Montana, which real property is legally described as:
PROSPECT CREEK ACRES, S30, T21 N, R30 W, Lot 9, ACRES 11, IN E2E2NW

(hereafter the "Property"). Owner executes this Disclosure Statement to disclose to prospective buyers all adverse material facts which concern the Property and are known to Owner. Montana law defines an adverse material fact as a condition, malfunction, or problem that would have a materially adverse effect on the monetary value of real property, that affects the structural integrity of any improvements located on the real property, or that presents a documented health risk to occupants of the real property or would impair the health or safety of future occupants of the real property.

OWNER'S DISCLOSURE

☐ Owner has never occupied the Property.
☐ Owner has not occupied the Property since _____ (date).

Concerning adverse material facts, Montana law provides that the Owner is/are obligated to disclose any adverse material facts that concern the Property and that are actually known to the Owner. The Owner is not obligated to investigate the Property in preparing this Disclosure Statement. 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.

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

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

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

_____ / _____
Buyer's or Lessee's Initials

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BDT / _____
Owner's Initials

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

1. APPLIANCES: (Refrigerators, Microwave, Range, Dishwasher, Garbage Disposal, Oven, Trash Compactor, Freezer, Washer, Dryer)
Microwave vent doesn't work. microwave shuts off after 8+mins (estimate), Dryer needs drum ~~bearing~~ bearing replacement

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

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

4. PLUMBING: (including Pipes, Drains, Faucets, Fixtures, Sump Pumps and Toilets)
a. Faucets, fixtures, etc.
value to fill toliet bowl w/ water is broke.
* check value on main RV water pump is stuck open. new pump may be required

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

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

Date Septic System was last pumped? DEC Just put in 2023.

d. Public Sewer Systems (Clogging and Backing Up)

5. HEATING, VENTILATION AND AIR-CONDITIONING SYSTEMS: (Central Heating including furnaces, Central Air Conditioning including compressors, Heat pumps, Electric heating systems, Solar systems, Gas Leaks, Thermostats, Wall/Window AC Evaporator Coolers, Humidifiers, Propane tanks)
Built-in fireplace in RV may not work properly. AC works great.

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

7. INSULATION: (Walls, Ceiling, Utility Bills, Vapor Barrier and Formaldehyde or Asbestos Insulation)
hole in the roof of RV - currently patched.

8. OTHER BASIC COMPONENTS: (Interior Walls, Ceilings, Floors, Exterior Walls, Windows, Doors, Window Screens, Slabs, Driveways, Sidewalks, Fences)
possible water damage on floor by kitchen sink

9. BASEMENT: (Leakage, Flooding, Moisture or Evidence of Water or water intrusion, and Fuel Tanks)
N/A - NONE

10. FOUNDATION: (Depth, Footings, Reinforcement, and Cracking)
N/A

11. ROOF: (Rain Gutters, Leakage, Deterioration, Ice build ups and Structural Condition)
small hole that's patched

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

a. Private well yes

b. Public or community water systems

13. POOLS, OUTDOOR LIVING, ANCILLARY BUILDINGS: (Window Screens, Pool, Spa, Pool/Spa Heater, Hot Tub, Sauna, Patio/Decking, Built-In Barbecue, Gazebo, Fountains, Water features, Underground Sprinklers systems and controls, Partially landscaped or un-landscaped yard, Garage, Shop, Barn, Carport)
N/A

14. NUISANCES/HAZARDOUS MATERIALS: Waste dump or disposal or landfill or gravel pit or commercial use in the vicinity of the Property, existing or proposed, which may cause smoke, smell, noise or other nuisance, annoyance or pollution, any hazardous materials or pest infestations located on the Property or in the immediate area:
N/A

15. ALTERATIONS: (whether any substantial additions or alterations have been made to the Property without a required permit)

16. ACCESS/OWNERSHIP: (If the Property is not on a public street note any Driveway Agreements, Private Easements and Legal Disputes Concerning Access; matters affecting legal ownership or title to the Property or the Seller's ability to transfer the Property):
N/A

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

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

19. METHAMPHETAMINE/FENTANYL: If the Property is inhabitable real property, the Owner represents to the best of Owner's knowledge that the Property ☐ **has** ☒ **has not** been used as a clandestine methamphetamine or fentanyl drug lab and ☐ **has** ☒ **has not** been contaminated from the consumption of methamphetamine or or fentanyl. If the Property has been used as a clandestine methamphetamine or or fentanyl drug lab or contaminated from the consumption of methamphetamine or fentanyl, Owner agrees to execute the Montana Association of REALTORS® "Methamphetamine/Fentanyl Disclosure Notice" and provide any documents or other information that may be required under Montana law concerning the use of the Property as a clandestine methamphetamine or fentanyl drug lab or the contamination of the Property from the consumption of methamphetamine or fentanyl.

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

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

22. 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.

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

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 including environmental issues, structural system issues, mechanical issues, legal issues, physical issues, or others not listed above of which the Seller has actual knowledge concerning the Property.

Additional details: Prospect Creek dries up (normally) for a few months every year.

FIBER OPTIC LINE IS ABOVE GROUND. BLACKFOOT COMMUNICATIONS WILL BURY LINE ONCE STRUCTURE IS BUILT.

PETROLEUM PIPELINE RUNS THRAGH PROPERTY by ROAD.

POWER LINES GO THROUGH PROPERTY.

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 09SEP26

Rowan D. Thompson

Owner _____ Date _____

_____ / _____
Buyer's or Lessee's Initials

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BUYER'S ACKNOWLEDGEMENT

Subject Property Address: **851 Prospect Creek Rd, Thompson Falls, MT 59873**

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