

MONTANA ASSOCIATION OF REALTORS® PROPERTY DISCLOSURE STATEMENT



1 Date: 09/14/2026
 2
 3 Property: 3323 John O Groats Court Billings MT 59101
 4 Seller(s): Eric M Park
 5 Seller Agent: Alicia Donovan
 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 Authentisign
 35 Seller Agent Signature: *Alicia Donovan* 09/16/26
 36 Alicia Donovan
 37 Dated: 09/16/26
 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



Date: 09/14/2026

The undersigned Owner is the owner of certain real property located at 3323 John O Groats Court, in the City of Billings,
County of Yellowstone, Montana, which real property is legally described as:
BRIARWOOD SUBD 2ND FILING, S27, T01 S, R26 E, BLOCK 13, Lot27A, AMND LTS 17-29 ANNEXED (03)

(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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Owner's Property Disclosure Statement, May 2025
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Authentisign
EMP

_____/_____
Owner's Initials

- 48 Please describe any adverse material facts concerning the items listed, or other components, fixtures or matters.
49
- 50 1. APPLIANCES: (Refrigerators, Microwave, Range, Dishwasher, Garbage Disposal, Oven, Trash Compactor,
51 Freezer, Washer, Dryer)
52 Everything works.
53
54
- 55 2. COMPONENTS and BUILT-IN SYSTEMS: (Water Softener, Water Conditioners, Exhaust Fans, Central Vacuum
56 System and components, Water Heater, Washer/Dryer Hookups, Ceiling Fan, Intercoms, Remote Controls, T.V.
57 Antenna, Satellite Dish, Central sound systems, Wiring for phone, cable and internet, Security Alarms, Fire
58 Alarms, Smoke Detectors, Garage Door Openers, and Security Gates)
59 Everything works.
60
61
- 62 3. ELECTRICAL SYSTEM/UTILITY CONNECTIONS: (Wiring, Outlets, Switches, Services, Shorts, Alterations,
63 Overloads, or known information concerning utility connections)
64 Everything works.
65
66
- 67 4. PLUMBING: (including Pipes, Drains, Faucets, Fixtures, Sump Pumps and Toilets)
68 a. Faucets, fixtures, etc.
69 Everything works.
70
71
- 72 b. Private Septic Systems (Adherence to Health Codes, Clogging, Backing Up, Drain Field, Septic Tanks, Holding
73 Tanks, and Cesspools)
74 City sewer
75
76
- 77 c. Septic Systems permit in compliance with existing use of Property
78 NA
79
80
- 81 Date Septic System was last pumped?
82 _____
83 _____
84
- 85 d. Public Sewer Systems (Clogging and Backing Up)
86 _No
87 -
88
- 89 5. HEATING, VENTILATION AND AIR-CONDITIONING SYSTEMS: (Central Heating including furnaces, Central Air
90 Conditioning including compressors, Heat pumps, Electric heating systems, Solar systems, Gas Leaks,
91 Thermostats, Wall/Window AC Evaporator Coolers, Humidifiers, Propane tanks) _____
92 Everything works.
93
94
- 95 6. ADDITIONAL HEAT SOURCES: (Gas, Pellet, Wood Stoves or Fireplaces) (Compliance with Air Quality Laws,
96 Chimney Cleanliness, Chimney Fires and Adherence to Codes in Installation)
97 Gas fireplace works
98
99

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Owner's Property Disclosure Statement, May 2025
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- 100 7. INSULATION: (Walls, Ceiling, Utility Bills, Vapor Barrier and Formaldehyde or Asbestos Insulation)
101 Everything works.
102 _____
103
- 104 8. OTHER BASIC COMPONENTS: (Interior Walls, Ceilings, Floors, Exterior Walls, Windows, Doors, Window
105 Screens, Slabs, Driveways, Sidewalks, Fences)
106 Everything works.
107 _____
108
- 109 9. BASEMENT: (Leakage, Flooding, Moisture or Evidence of Water or water intrusion, and Fuel Tanks)
110 None
111
112
- 113 10. FOUNDATION: (Depth, Footings, Reinforcement, and Cracking)
114 None noted
115
116
- 117 11. ROOF: (Rain Gutters, Leakage, Deterioration, Ice build ups and Structural Condition)
118 none
119
120
- 121 12. WATER: (Well Production, Water Quality and Quantity, Water Rights and Abandoned Wells)
122 City water
123
124
- 125 a. Private well
126 _____
127 _____
128
- 129 b. Public or community water systems
130 _____
131 _____
132
- 133 13. POOLS, OUTDOOR LIVING, ANCILLARY BUILDINGS: (Window Screens, Pool, Spa, Pool/Spa Heater, Hot Tub,
134 Sauna, Patio/Decking, Built-In Barbecue, Gazebo, Fountains, Water features, Underground Sprinklers systems
135 and controls, Partially landscaped or un-landscaped yard, Garage, Shop, Barn, Carport)
136 none
137 _____
138
- 139 14. NUISANCES/HAZARDOUS MATERIALS: Waste dump or disposal or landfill or gravel pit or commercial use in
140 the vicinity of the Property, existing or proposed, which may cause smoke, smell, noise or other nuisance,
141 annoyance or pollution, any hazardous materials or pest infestations located on the Property or in the immediate
142 area:
143 na
144
145
- 146 15. ALTERATIONS: (whether any substantial additions or alterations have been made to the Property without a
147 required permit) _____
148 None _____
149
- 150 16. ACCESS/OWNERSHIP: (If the Property is not on a public street note any Driveway Agreements, Private
151 Easements and Legal Disputes Concerning Access; matters affecting legal ownership or title to the Property or
152 the Seller's ability to transfer the Property):
153
154 NA _____
155

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- 156 17. SOILS: Whether there are any problems with settling, soil, standing water, or drainage on the Property or in the
 157 immediate area:
 158 None
 159
 160
 161 18. HAZARD INSURANCE/DAMAGES/CLAIMS (past and present):
 162 Hail claim 2015
 163
 164
 165 19. METHAMPHETAMINE/FENTANYL: If the Property is inhabitable real property, the Owner represents to the best
 166 of Owner's knowledge that the Property ☐ has ☒ has not been used as a clandestine methamphetamine or
 167 fentanyl drug lab and ☐ has ☒ has not been contaminated from the consumption of methamphetamine or
 168 fentanyl. If the Property has been used as a clandestine methamphetamine or or fentanyl drug lab or
 169 contaminated from the consumption of methamphetamine or fentanyl, Owner agrees to execute the Montana
 170 Association of REALTORS® "Methamphetamine/Fentanyl Disclosure Notice" and provide any documents or other
 171 information that may be required under Montana law concerning the use of the Property as a clandestine
 172 methamphetamine or fentanyl drug lab or the contamination of the Property from the consumption of
 173 methamphetamine or fentanyl.
 174
 175 20. RADON: If the Property is inhabitable real property as defined in the Montana Radon Control Act, Owner
 176 represents that to the best of Owner's knowledge the Property ☒ has ☐ has not been tested for radon gas
 177 and/or radon progeny and the Property ☒ has ☐ has not received mitigation or treatment for the same. If the
 178 Property has been tested for radon gas and/or radon progeny, attached are any test results along with any
 179 evidence of mitigation or treatment.
 180
 181 21. LEAD-BASED PAINT: If a residential dwelling exists on the Property and was built before the year 1978, Owner
 182 ☐ has ☒ has no knowledge of lead-based paint and/or lead-based paint hazards on the Property. If Owner has
 183 knowledge of lead-based paint and/or lead-based paint hazards on the Property, attached are all pertinent reports
 184 and records concerning that knowledge.
 185
 186 22. MOLD: If the Property is inhabitable real property as defined in the Montana Mold Disclosure Act, the Owner
 187 represents to the best of Owner's knowledge that the Property ☐ has ☒ has not been tested for mold and that
 188 the Property ☐ has ☒ has not received mitigation or treatment for mold. If the Property has been tested for
 189 mold or has received mitigation or treatment for mold, attached are any documents or other information that may
 190 be required under Montana law concerning such testing, treatment or mitigation.
 191
 192 23. OTHER TESTING OR TREATMENTS: Has the Property been tested or treated for the presence of fuel or
 193 chemical storage tanks, asbestos, or contaminated soil or water:
 194 no
 195
 196

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

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

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 Owner's Initials

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:

Kitchen: Kitchen renovated during winter 2018.

Interior Improvements: Interior paint, trim, and carpet completed approximately 2013–2014. Basement and stair carpet replaced approximately 2023.

Roof / Siding / Gutters / Deck: Roof, gutters, and siding replaced following a hail event in Fall 2015. Deck resurfaced at the same time.

Water / Moisture: No known water leaks or evidence of water intrusion during ownership, beginning May 2012.

Water Softener: Water softener is owned and will remain with the property. No rental or monthly service fee; salt added as needed.

Smart Lighting: Under-cabinet and above-cabinet Philips Hue strip lighting will remain with the property. A compatible Philips Hue Hub is required to activate/control the lighting, as there is no standard wall switch. Most other smart bulbs will be replaced prior to closing.

Underground Sprinkler System: Irrigreen smart underground sprinkler system replaced approximately 2023, including pipes and sprinkler heads. System and associated components will remain with the property.

Garage / Gas: Garage is not currently heated or known to be prepped for heat. Gas service is located nearby.

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Utilities: Approximate historical monthly utility costs: MDU \$30–\$120; Yellowstone Valley Electric \$50–\$120; City water \$40–\$300 depending on seasonal lawn/irrigation use. Internet service currently provided by Spectrum.

Trash Day is Thursday.

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 Eric M Park Date 09/16/2026
Eric M Park
Owner _____ Date _____

_____/_____
Buyer's or Lessee's Initials

BUYER'S ACKNOWLEDGEMENT

Subject Property Address: 3323 John O Groats Court Billings MT 59101
BRIARWOOD SUBD 2ND FILING, S27, T01 S, R26 E, BLOCK 13, Lot27A, AMND LTS 17-29 ANNEXED (03)

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