

MONTANA ASSOCIATION OF REALTORS® PROPERTY DISCLOSURE STATEMENT



1 Date: 08/03/26

2
3 Property: 878 Tierra Drive Billings MT 59101

4 Seller(s): Trent McDowell

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

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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.

34
35 Seller Agent Signature: *Alicia Donovan* 08/03/26
36 Alicia Donovan

37 Dated: 08/03/26

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: _____

The undersigned Owner is the owner of certain real property located at _____
878 Tierra Drive, in the City of **Billings**,
 County of **Yellowstone**, Montana, which real property is legally described as:
HIGH SIERRA SUBD 1ST FILING, S17, T01 N, R26 E, BLOCK 8, Lot 12

(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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_____
 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 _____
 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 _____
 60 _____
 61
 62 3. ELECTRICAL SYSTEM/UTILITY CONNECTIONS: (Wiring, Outlets, Switches, Services, Shorts, Alterations,
 63 Overloads, or known information concerning utility connections)
 64 _____
 65 _____
 66
 67 4. PLUMBING: (including Pipes, Drains, Faucets, Fixtures, Sump Pumps and Toilets)
 68 a. Faucets, fixtures, etc.
 69 _____
 70 _____
 71
 72 b. Private Septic Systems (Adherence to Health Codes, Clogging, Backing Up, Drain Field, Septic Tanks, Holding
 73 Tanks, and Cesspools)
 74 _____
 75 _____
 76
 77 c. Septic Systems permit in compliance with existing use of Property
 78 _____
 79 _____
 80
 81 Date Septic System was last pumped?
 82 _____
 83 _____
 84
 85 d. Public Sewer Systems (Clogging and Backing Up)
 86 _____
 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 _____
 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 _____
 98 _____
 99 _____

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- 100 7. INSULATION: (Walls, Ceiling, Utility Bills, Vapor Barrier and Formaldehyde or Asbestos Insulation)
- 101 _____
- 102 _____
- 103
- 104 8. OTHER BASIC COMPONENTS: (Interior Walls, Ceilings, Floors, Exterior Walls, Windows, Doors, Window
- 105 Screens, Slabs, Driveways, Sidewalks, Fences)
- 106 _____
- 107 _____
- 108
- 109 9. BASEMENT: (Leakage, Flooding, Moisture or Evidence of Water or water intrusion, and Fuel Tanks)
- 110 _____
- 111 _____
- 112
- 113 10. FOUNDATION: (Depth, Footings, Reinforcement, and Cracking)
- 114 _____
- 115 _____
- 116
- 117 11. ROOF: (Rain Gutters, Leakage, Deterioration, Ice build ups and Structural Condition)
- 118 _____
- 119 _____
- 120
- 121 12. WATER: (Well Production, Water Quality and Quantity, Water Rights and Abandoned Wells)
- 122 _____
- 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 _____
- 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 _____
- 144 _____
- 145
- 146 15. ALTERATIONS: (whether any substantial additions or alterations have been made to the Property without a
- 147 required permit) _____
- 148 _____
- 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 _____
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_____/_____
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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.

_____/_____
Buyer's or Lessee's Initials

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_____/_____
Owner's Initials

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

Owner's Initials

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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.

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Owner

Trent McDowell

Trent McDowell

Date

08/03/2026

Owner

Date

/

Buyer's or Lessee's Initials

BUYER'S ACKNOWLEDGEMENT

Subject Property Address: 878 Tierra Drive Billings MT 59101
HIGH SIERRA SUBD 1ST FILING, S17, T01 N, R26 E, BLOCK 8, Lot 12

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