

MONTANA ASSOCIATION OF REALTORS®
PROPERTY DISCLOSURE STATEMENT



Date: 01/07/2026

Property: 122 Orchard Lane Billings MT 59101

Seller(s): Jessicaanne Flanagan

Seller Agent: Alicia Donovan

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

Mice activity found during listing preparation
Beetlewood pest control has been mediated see
attached invoice
The refrigerator was removed, and while doing so, a handyman
replaced two areas of trim around the refrigerator which
appeared to have water damage. No further investigation was completed

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:

Alicia Donovan

Dated:

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

Buyer Agent:

Buyer Agent Signature:

Dated:

Buyer Signature:

Dated:

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



Date: 01/07/2026

The undersigned Owner is the owner of certain real property located at 122 Orchard Lane, in the City of Billings, County of Yellowstone, Montana, which real property is legally described as: FRANKLIN SUBD, S09, T01 S, R26 E, Lot 20

(hereafter the "Property"). Owner executes this Disclosure Statement to disclose to prospective buyers all adverse material facts which concern the Property. 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 7/1/2025 (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 Initials

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)

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)

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

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

a. Faucets, fixtures, etc.

Frozen Pipes in crawlspace in Feb 2025. All work completed by 400 Restoration & Archie's Plumbing. (Receipts Attached)

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

N/A

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

N/A

Date Septic System was last pumped?

N/A

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)

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)

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8. OTHER BASIC COMPONENTS: (Interior Walls, Ceilings, Floors, Exterior Walls, Windows, Doors, Window Screens, Slabs, Driveways, Sidewalks, Fences)

9. BASEMENT: (Leakage, Flooding, Moisture or Evidence of Water or water intrusion, and Fuel Tanks)

Frozen Pipes in CRAWL Space (See Receipts for correction)

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

11. ROOF: (Rain Gutters, Leakage, Deterioration, Ice build ups and Structural Condition)

Metal ROOF.

Gutters were added in April of 2021.

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

a. Private well

N/A

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)

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:

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):

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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: 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 drug lab and ☐ has ☒ has not been contaminated from smoke from the use of Methamphetamine. If the Property has been used as a clandestine Methamphetamine drug lab or contaminated from smoke from the use of Methamphetamine, Owner agrees to execute the Montana Association of REALTORS® "Methamphetamine 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 drug lab or the contamination of the Property from smoke from the use of Methamphetamine.

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.


_____/_____
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Owner's Initials

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

292
293
294
295
296
297

Owner  Jessicaanne Flanagan Date 01.07.26

Owner _____ Date _____

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298 **BUYER'S ACKNOWLEDGEMENT**

299
300 Subject Property Address: 122 Orchard Lane
301 FRANKLIN SUBD, S09, T01 S, R26 E, Lot 20

Billings MT 59101

302
303
304 Buyer(s) understand that the foregoing disclosure statement sets forth any adverse material facts concerning the
305 Property that are known to the Owner. **The disclosure statement does not provide any representations or**
306 **warranties concerning the Property, nor does the fact this disclosure statement fails to note an adverse**
307 **material fact concerning a particular feature, fixture or element imply that the same is free of defects.**

308
309 Buyer further understand that the Owner is not obligated to investigate the Property in preparing this Disclosure
310 Statement and that the Owner, other than having lived at and/or owned the Property, has no greater knowledge than
311 what could be obtained by the Buyer's careful inspection.

312
313 Buyer(s) is/are encouraged to obtain professional advice, inspections or both of the Property and to provide for
314 appropriate provisions in a contract between buyer(s) and owner(s) with respect to any advice, inspections or defects.
315 **Buyer(s) are not relying upon this property disclosure statement for buyer(s)' determination of the overall**
316 **condition of the Property in lieu of other inspections, reports or advice.**

317
318 I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS STATEMENT.

319
320
321 _____
322 Buyer's/Lessee's Signature

Date

323
324 _____
325 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.

Archie's Plumbing
2905 Montana Avenue
Billings, MT 59101



INVOICE
Paid

Presented to:
406 Disaster Response
PO Box 50266
Billings, MT 59105

Job # 1864
Invoice # I-1864-1
Technician Tanner Robertson
Issue Date Feb 20 2025
Payment Terms Upon Receipt
Due Date Feb 20 2025

Customer Contact:
M: (406) 534-2900
E: quotes@406disasterresponse.com

Service Location:
122
122 Orchard Ln
Billings, MT 59101

DESCRIPTION	QTY	PRICE
Late Fee Invoices 30 days past listed due date will incur a 15% late fee. This late fee will be applied for every subsequent 30-day period of non-payment.	1	\$0.00
Lien Notice If we do not receive payment or a response within 60 days of the listed due date, we will initiate lien proceedings to secure the outstanding balance.	1	\$0.00
Scope of Work Inspected water line in crawl space found 2 breaks one under washer and dryer and another running to the kitchen. Repaired water line. Labor - Tanner & Ron 4 hours @ \$150/hour - \$600 Material - \$59.86 A convenience fee of 5% will be added to the total if paying with a card - \$32.99 WO/PO#-	1	\$692.85
	Subtotal	\$692.85
	Taxes	\$0.00
	Total	\$692.85

Payments/Credits

04/10/2025 - Visa x9726 \$692.85

Remaining Balance \$0.00

Sign up for a Maintenance Plan today!

Customer Approval:

☐ I agree to the terms and conditions of this invoice, and that the goods and or services referenced have been provided to my satisfaction.

Archie's Plumbing
2905 Montana Avenue
Billings, MT 59101



INVOICE
Paid

Presented to:
406 Disaster Response
PO Box 50266
Billings, MT 59105

Job # 1864
Invoice # I-1864-2
Technician Tanner Robertson
Issue Date Feb 21 2025
Payment Terms Upon Receipt
Due Date Feb 21 2025

Customer Contact:
M: (406) 534-2900
E: quotes@406disasterresponse.com

Service Location:
122
122 Orchard Ln
Billings, MT 59101

DESCRIPTION	QTY	PRICE
Late Fee Invoices 30 days past listed due date will incur a 15% late fee. This late fee will be applied for every subsequent 30-day period of non-payment.	1	\$0.00
Lien Notice If we do not receive payment or a response within 60 days of the listed due date, we will initiate lien proceedings to secure the outstanding balance.	1	\$0.00
Scope of Work Turned water back on found multiple other leaks besides the 2 repaired earlier. 2 leaking fittings behind the shower and 2 more leaking fittings in crawl space. 6 total. Replaced all leaking fittings and turned water back on found toilet valve to be broken will need to return to replace. Shut off stop to toilet turned water back on. Labor - Tanner 1.5 Hours @ \$150/hour - \$225 Material - \$87.45 A convenience fee of 5% will be added to the total if paying with a card - \$15.62 WO/PO#-	1	\$328.07
	Subtotal	\$328.07
	Taxes	\$0.00
	Total	\$328.07

Payments/Credits

04/10/2025 - Visa x9726 \$328.07

Remaining Balance \$0.00

Sign up for a Maintenance Plan today!

Customer Approval:

☐ I agree to the terms and conditions of this invoice, and that the goods and or services referenced have been provided to my satisfaction.

Archie's Plumbing
2905 Montana Avenue
Billings, MT 59101



INVOICE
Paid

Presented to:
406 Disaster Response
PO Box 50266
Billings, MT 59105

Job # 1892
Job Name toilet valve
Invoice # I-1892-1
Technician Tanner Robertson
Issue Date Feb 25 2025
Payment Terms Upon Receipt
Due Date Feb 25 2025

Customer Contact:
M: (406) 534-2900
E: quotes@406disasterresponse.com

Service Location:
122
122 Orchard Ln
Billings, MT 59101

DESCRIPTION	QTY	PRICE
Scope of Work	1	\$248.64
Toilet fill valve was cracked removed and replaced with new toilet fill valve.		
Labor - Tanner 1.5 Hours @ \$150/hour - \$225		
Material - \$11.80		
A convenience fee of 5% will be added to the total if paying with a card - \$11.84 WO/PO#-		
Lien Notice	1	\$0.00
If we do not receive payment or a response within 60 days of the listed due date, we will initiate lien proceedings to secure the outstanding balance.		
Late Fee	1	\$0.00
Invoices 30 days past listed due date will incur a 15% late fee. This late fee will be applied for every subsequent 30-day period of non-payment.		
Subtotal		\$248.64
Taxes		\$0.00
Total		\$248.64

Payments/Credits

04/10/2025 - Visa x9726 \$248.64

Remaining Balance \$0.00

Sign up for a Maintenance Plan today!

Customer Approval:

☐ I agree to the terms and conditions of this invoice, and that the goods and or services referenced have been provided to my satisfaction.

Beartooth Pest Control

P.O Box 80010
 Billings, MT
 59108
 406-894-2299

INVOICE

Beartooth Pest Control

Alicia Donovan
 122 Orchard Lane
 Billings, MT 59101

SERVICE ADDRESS

122 Orchard Ln. (Rental)
 Alicia Donovan
 122 Orchard Lane
 Billings, MT 59101

PRIMARY CONTACT

Alicia Donovan
 (406) 690-8687 Main
 (406) 671-1329 Mobile

ACCOUNT# 1388**INVOICE 110176**

01/07/2026

ITEM	COST	QTY	PRICE
Special Service			
Special Service	\$150.00	1	\$150.00
Inspected for mouse entry points. Found multiple entry points outside leading into the crawlspace. The main entry point is the crawlspace access panel on the outside in the backyard. A large hole going under the foundation. I filled the hole with dirt. Set up 4 bait stations. 1 outside by crawlspace entry, 1 inside crawlspace, 1 in pantry, and 1 in closet by back door. I will return to check activity and seal up remaining entry holes from outside.			
Retail Sales	\$20.00	4	\$80.00
When paying by card a merchant surcharge will be applied.			
Terms	Subtotal		\$230.00
Payment is due on receipt.	Total		\$230.00
Notes	Amount Paid		\$0.00
Thank you for your business.	Amount Due		\$230.00
Service Date: 01/07/2026	Account Balance		\$0.00
	Balance Due		\$230.00

Invoices over 30 days past due may be subject to late fees. WE DO NOT ACCEPT VENMO as a form of payment.

MATERIAL / EPA #	UNIT	DILUTION	METHOD	LOCATION	TARGET	AREA	CUSTOM MATERIAL
Final Blox - Rat Bait .005% 12455-89	16 blocks		Tamper Resistant Bait Stations	Exterior Perimeter, Closets, Crawl Space	Mice		

Darby Schiesser 100467-12