

MONTANA ASSOCIATION OF REALTORS®
PROPERTY DISCLOSURE STATEMENT



1 Date: 01/07/2026

2
3 Property: 122 Orchard Lane Billings MT 59101
4 Seller(s): Jessicaanne Flanagan
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 *Mice activity found during listing preparation*
23 *BeauTooth Pest Control has remediated see*
24 *attached invoice.*
25 *The refrigerator was removed, and while doing so, a handyman*
26 *replaced two areas of trim around the refrigerator which*
27 *appeared to have water damage. No further investigation was completed*

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
35 Seller Agent Signature: Alicia Donovan
36 Alicia Donovan

37 Dated: _____

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: _____

© 2024 Montana Association of REALTORS®
Property Disclosure Statement, April 2024

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



1 Date: 01/07/2026

2
3 The undersigned Owner is the owner of certain real property located at 122 Orchard Lane, in the City of Billings,
4
5 County of Yellowstone, Montana, which real property is legally described as:
6 FRANKLIN SUBD, S09, T01 S, R26 E, Lot 20

7
8
9
10 (hereafter the "Property"). Owner executes this Disclosure Statement to disclose to prospective buyers all adverse
11 material facts which concern the Property. Montana law defines an adverse material fact as a condition, malfunction,
12 or problem that would have a materially adverse effect on the monetary value of real property, that affects the
13 structural integrity of any improvements located on the real property, or that presents a documented health risk to
14 occupants of the real property or would impair the health or safety of future occupants of the real property.
15

16 **OWNER'S DISCLOSURE**

17
18 Owner has never occupied the Property.
19 Owner has not occupied the Property since 7/1/2025 (date).
20

21 Concerning adverse material facts, Montana law provides that the Owner is/are obligated to disclose any adverse
22 material facts that concern the Property and that are actually known to the Owner. The Owner is not obligated to
23 investigate the Property in preparing this Disclosure Statement. The Owner, other than having lived at and/or owned
24 the Property, has no greater knowledge than what could be obtained by the Buyer's careful inspection.
25

26 **This disclosure statement is not a warranty of any kind by the Owner, the Seller Agent, or any authorized
27 representative of the Owner involved in the sale of the Property, and it is not a contract between the Owner
28 and Buyer. This Disclosure Statement is not a substitute for any inspections the Buyer may wish to obtain.**
29 The Buyer is encouraged to consult their own independent inspectors to aid in the Buyer's due diligence prior to
30 closing on the purchase of the Property.
31

32 This Disclosure Statement must be provided no later than contemporaneously with the execution of a real estate
33 purchase contract. Unless the Buyer and Owner have otherwise agreed in writing, any contract for the purchase of
34 the Property is not effective until 3 days after the Buyer has received this Disclosure Statement, and during that delay
35 Buyer may withdraw or rescind any contract to purchase the Property without penalty.
36

37 The Owner declares that the Owner has prepared this Disclosure Statement and any attachments thereto based on
38 any adverse material facts known to the Owner. Owner hereby authorizes providing a copy of this Statement to any
39 person or entity in connection with any actual or anticipated sale of the Property. Owner further agrees to indemnify
40 and hold any and all real estate agents involved, directly or indirectly, in the purchase and sale of the Property,
41 harmless from all claims for damages based upon the disclosures made in this Disclosure Statement along with the
42 failure of the Owner to disclose any adverse material facts known to the Owner.
43

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

Buyer's or Lessee's Initials

© 2024 Montana Association of REALTORS®
Owner's Property Disclosure Statement, April 2024
Page 1 of 7

Owner's Initials

47 Please describe any adverse material facts concerning the items listed, or other components, fixtures or matters.
48

49 1. APPLIANCES: (Refrigerators, Microwave, Range, Dishwasher, Garbage Disposal, Oven, Trash Compactor,
50 Freezer, Washer, Dryer)

52
53
54 2. COMPONENTS and BUILT-IN SYSTEMS: (Water Softener, Water Conditioners, Exhaust Fans, Central Vacuum
55 System and components, Water Heater, Washer/Dryer Hookups, Ceiling Fan, Intercoms, Remote Controls, T.V.
56 Antenna, Satellite Dish, Central sound systems, Wiring for phone, cable and internet, Security Alarms, Fire
57 Alarms, Smoke Detectors, Garage Door Openers, and Security Gates)

58
59
60 3. ELECTRICAL SYSTEM/UTILITY CONNECTIONS: (Wiring, Outlets, Switches, Services, Shorts, Alterations,
61 Overloads, or known information concerning utility connections)

62
63
64 4. PLUMBING: (including Pipes, Drains, Faucets, Fixtures, Sump Pumps and Toilets)
65 a. Faucets, fixtures, etc.

66 Frozen Pipes in crawlspace in Feb 2025 All work completed by
67 400 Restoration & Archies Plumbing. (Receipts Attached)

68
69 b. Private Septic Systems (Adherence to Health Codes, Clogging, Backing Up, Drain Field, Septic Tanks, Holding
70 Tanks, and Cesspools)

71 N/A

72
73 c. Septic Systems permit in compliance with existing use of Property

74 N/A

75 Date Septic System was last pumped?

76 N/A

77 d. Public Sewer Systems (Clogging and Backing Up)

78
79

80 5. HEATING, VENTILATION AND AIR-CONDITIONING SYSTEMS: (Central Heating including furnaces, Central Air
81 Conditioning including compressors, Heat pumps, Electric heating systems, Solar systems, Gas Leaks,
82 Thermostats, Wall/Window AC Evaporator Coolers, Humidifiers, Propane tanks)

83
84 6. ADDITIONAL HEAT SOURCES: (Gas, Pellet, Wood Stoves or Fireplaces) (Compliance with Air Quality Laws,
85 Chimney Cleanliness, Chimney Fires and Adherence to Codes in Installation)

86
87 7. INSULATION: (Walls, Ceiling, Utility Bills, Vapor Barrier and Formaldehyde or Asbestos Insulation)

88
89

90 Buyer's or Lessee's Initials

91 © 2024 Montana Association of REALTORS®
92 Owner's Property Disclosure Statement, April 2024
93 Page 2 of 7

94 JF /
95 Owner's Initials

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

107 9. BASEMENT: (Leakage, Flooding, Moisture or Evidence of Water or water intrusion, and Fuel Tanks)
108 Frozen pipes in crawl space (see prompts for correction)
109

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

115 11. ROOF: (Rain Gutters, Leakage, Deterioration, Ice build ups and Structural Condition)
116 Metal Roof
117 Gutters were added in April of 2021

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

123 a. Private well
124 N/A

127 b. Public or community water systems
128

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

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

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

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

Buyer's or Lessee's Initials

© 2024 Montana Association of REALTORS®
Owner's Property Disclosure Statement, April 2024
Page 3 of 7

AF
Owner's Initials

154 17. SOILS: Whether there are any problems with settling, soil, standing water, or drainage on the Property or in the
155 immediate area:
156 _____
157 _____
158 _____

159 18. HAZARD INSURANCE/DAMAGES/CLAIMS (past and present):
160 _____
161 _____
162 _____

163 19. METHAMPHETAMINE: If the Property is inhabitable real property, the Owner represents to the best of Owner's
164 knowledge that the Property has has not been used as a clandestine Methamphetamine drug lab and
165 has has not been contaminated from smoke from the use of Methamphetamine. If the Property has been
166 used as a clandestine Methamphetamine drug lab or contaminated from smoke from the use of
167 Methamphetamine, Owner agrees to execute the Montana Association of REALTORS® "Methamphetamine
168 Disclosure Notice" and provide any documents or other information that may be required under Montana law
169 concerning the use of the Property as a clandestine Methamphetamine drug lab or the contamination of the
170 Property from smoke from the use of Methamphetamine.
171

172 20. RADON: If the Property is inhabitable real property as defined in the Montana Radon Control Act, Owner
173 represents that to the best of Owner's knowledge the Property has has not been tested for radon gas
174 and/or radon progeny and the Property has has not received mitigation or treatment for the same. If the
175 Property has been tested for radon gas and/or radon progeny, attached are any test results along with any
176 evidence of mitigation or treatment.
177

178 21. LEAD-BASED PAINT: If a residential dwelling exists on the Property and was built before the year 1978, Owner
179 has has no knowledge of lead-based paint and/or lead-based paint hazards on the Property. If Owner has
180 knowledge of lead-based paint and/or lead-based paint hazards on the Property, attached are all pertinent reports
181 and records concerning that knowledge.
182

183 22. MOLD: If the Property is inhabitable real property as defined in the Montana Mold Disclosure Act, the Owner
184 represents to the best of Owner's knowledge that the Property has has not been tested for mold and that
185 the Property has has not received mitigation or treatment for mold. If the Property has been tested for
186 mold or has received mitigation or treatment for mold, attached are any documents or other information that may
187 be required under Montana law concerning such testing, treatment or mitigation.
188

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

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

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

208 10. Landfill (compacted or otherwise) on the Property or any portion thereof.
209 11. Location in the floodplain, shoreline master plan, wetland or other environmentally sensitive area or work
210 conducted by Seller in or around any natural bodies of water.
211 12. Settling, slippage, sliding or other soil problems.
212 13. Flooding, draining, grading problems, or French drains.
213 14. Major damage to the Property or any of the structures from fire, earthquakes, floods, slides, etc.
214 15. Waste dump or disposal or landfill or commercial use in the vicinity of the Property which causes smoke,
215 smell, noise or other pollution.
216 16. Hazardous or Environmental Waste: Underground storage tanks or sump pits.
217 17. Neighborhood noise problems or other nuisances.
218 18. Violations of deed restrictions, restrictive covenants or other such obligations.
219 19. Zoning or Historic District violations, non-conforming uses, violations of "setback" requirements, etc.
220 20. Zoning, Historic District or land use change planned or being considered by the city or county.
221 21. Street or utility improvement planned that may affect or be assessed against the Property.
222 22. Property Owner's Association obligations (dues, lawsuits, transfer fees, initiation fees, etc.).
223 23. Proposed increase in the tax assessment value or homeowner's association dues for the Property.
224 24. "Common area" problems.
225 25. Tenant problems, defaults or other tenant issues.
226 26. Notices of abatement or citations against the Property.
227 27. Lawsuits or legal proceedings (including foreclosures and bankruptcies) affecting or threatening the
228 Property.
229 28. Airport affected area.
230 29. Pet damage
231 30. Property leases including post-closing short-term rental obligations, crop share agreements, mineral leases
232 or reservations.
233 31. Other matters as set forth below including environmental issues, structural system issues, mechanical
234 issues, legal issues, physical issues, or others not listed above of which the Seller has actual knowledge
235 concerning the Property.

236 Additional details:
237 _____
238 _____
239 _____
240 _____
241 _____
242 _____
243 _____
244 _____
245 _____
246 _____
247 _____
248 _____
249 _____
250 _____
251 _____
252 _____
253 _____
254 _____
255 _____
256 _____
257 _____
258 _____
259 _____
260 _____
261 _____
262 _____

263
264
265
266
267
268
269
270
271
272
273
274
275
276
277
278
279
280
281
282
283
284
285
286
287
288
289
290
291

292 Owner certifies that the information herein is true, correct and complete to the best of the Owner's knowledge
293 and belief as of the date signed by Owner.

294
295 Owner _____
296
297 Owner _____

Jessicaanne Flanagan

Date 01.07.26

Date _____

Buyer's or Lessee's Initials

© 2024 Montana Association of REALTORS®
Owner's Property Disclosure Statement, April 2024
Page 6 of 7

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 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# -	1	\$248.64
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
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
	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 Payment is due on receipt.	Subtotal		\$230.00
Notes Thank you for your business.	Total		\$230.00
Service Date: 01/07/2026	Amount Paid		\$0.00
	Amount Due		\$230.00
	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