

MONTANA ASSOCIATION OF REALTORS® PROPERTY DISCLOSURE STATEMENT (LAND)



1 Date: October 4, 2024

2
3 Property: Strain Ranch Highway 87, Billings, Mt.

4 Seller(s): Yishai Strain

5 Seller Agent: Jacob Korell

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

- 7
- 8 • disclose to a buyer or the buyer agent any adverse material facts that concern the property and that are
- 9 known to the seller agent, except that the seller agent is not required to inspect the property or verify any
- 10 statements made by the seller; and
- 11 • disclose to a buyer or the buyer agent when the seller agent has no personal knowledge of the veracity of
- 12 information regarding adverse material facts that concern the property.

13
14 The Seller Agent identified above is providing the attached Owner's Property Disclosure Statement that has been
15 completed and signed by the Seller(s), if one has been made available to the Seller Agent by the Seller(s).
16 Regardless of whether Seller(s) has/have provided Seller Agent with an Owner's Property Disclosure Statement,
17 except as set forth below, the Seller Agent has no personal knowledge:

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

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

33 Seller Agent Signature: Jacob Korell 10/4/2024
34
35
36 Jacob Korell

37 Dated: _____

38 Buyer and Buyer Agent acknowledge receipt of this Property Disclosure Statement (Land).

39 Buyer Agent: _____

40 Buyer Agent Signature: _____

41 Dated: _____

42 Buyer Signature: _____

43 Dated: _____

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



1 Date: October 4, 2024

2 The undersigned Owner is the owner of certain real property located at Strain Ranch Highway 87
3 _____, in the City of Billings,
4 County of Yellowstone, Montana, which real property is legally described as:
5 T01S, R29E C.O.S. 3319 Parcel 1
6 _____
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 fact that should be
12 recognized as being of enough significance as to affect a person's decision to enter into a contract to buy or sell real
13 property and may be a fact that materially affects the value of the Property, that affects the structural integrity of the
14 Property, or that presents a documented health risk to occupants of the Property.

OWNER'S DISCLOSURE

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17
18 Owner has never been to the Property.
19 Owner has not been to the Property since September 17, 2024 (date).

20
21 The Owner declares that the Owner has prepared this Disclosure Statement and any attachments thereto based on
22 any adverse material facts known to the Owner. Owner hereby authorizes providing a copy of this Statement to any
23 person or entity in connection with any actual or anticipated sale of the Property. Owner further agrees to indemnify
24 and hold any and all real estate agents involved, directly or indirectly, in the purchase and sale of the Property,
25 harmless from all claims for damages based upon the disclosures made in this Disclosure Statement along with the
26 failure of the Owner to disclose any adverse material facts known to the Owner.

27
28 This information is a disclosure by the Owner of known adverse material facts concerning the Property as of the
29 above date. It is not a warranty or representation of any kind by the Owner and it is not a contract between
30 Owner and buyer. This disclosure statement is not a substitute for any inspections the buyer may wish to
31 obtain.

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

33 Easements (written or unwritten):
34 _____
35 _____
36 _____
37 _____

38 Boundaries or property lines:
39 _____
40 _____
41 _____

42 Encroachments or similar matters that may affect your interest in the subject Property including but not
43 limited to buildings, fences, etc.:
44 _____
45 _____
46 _____

47 Access to the Property:
48 _____
49 _____
50 _____

Buyer's or Lessee's Initials

Owner's Initials

51 Settling, slippage, sliding or other soil problems:

52

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54

55 Flooding, drainage or grading problems:

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59 Location of the Property in a flood plain, shoreline master plan, wetland or other environmentally sensitive area or
60 work conducted by Seller in or around any natural bodies of water:

61

62

63

64 a. Water rights and private wells:

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68 b. Public or Community water systems:

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72 Restrictive Covenants and Deed restrictions:

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76 Septic system approval or existing septic system:

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80 Major damage to the Property from fire, earthquakes, floods, slides, etc.:

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82

83

84 Zoning or Historic District violations, non-conforming uses:

85

86

87

88 Neighborhood noise problems or other nuisances:

89

90

91

92 Property Owner's association obligations (dues, lawsuits, transfer fees, initiation fees, etc.):

93

94

95

96 Notice of abatement or citations against the Property:

97

98

99

100 Lawsuits or legal proceedings (including foreclosures and bankruptcies) affecting or threatening the Property:

101

102

103

104 Waste dump or disposal or landfill or gravel pit or commercial use in the vicinity of the Property, existing or proposed,
105 which may cause smoke, smell, noise or other nuisance, annoyance or pollution:

106

Buyer's or Lessee's Initials

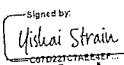
45 / Owner's Initials

- 107 Street or utility improvement planned that may affect or be assessed against the Property:
- 108 _____
- 109 _____
- 110 _____
- 111 Zoning or land use change planned or being considered by the city or county:
- 112 _____
- 113 _____
- 114 _____
- 115 Proposed increase in tax assessment value or property owner's association dues for the Property:
- 116 _____
- 117 _____
- 118 _____
- 119 Underground storage tanks or class II injection wells:
- 120 _____
- 121 _____
- 122 _____
- 123 Property leases including post-closing short-term rental obligations, crop share agreements, mineral leases or
- 124 reservations:
- 125 _____
- 126 _____
- 127 _____
- 128 Conservation Easements (existing or proposed):
- 129 _____
- 130 _____
- 131 _____
- 132 Landfill (compacted or otherwise) on the Property or any portion thereof:
- 133 _____
- 134 _____
- 135 _____
- 136 Environmental issues affecting the Property:
- 137 _____
- 138 _____
- 139 _____
- 140 Pests, rodents:
- 141 _____
- 142 _____
- 143 _____
- 144 Noxious Weeds:
- 145 _____
- 146 _____
- 147 _____
- 148 Airport affected area:
- 149 _____
- 150 _____
- 151 _____
- 152 Other matters as set forth below.
- 153 _____
- 154 _____
- 155 _____
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- 159 _____

Buyer's or Lessee's Initials

 45
Owner's Initials

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199 Owner certifies that the information herein is true, correct and complete to the best of the Owner's knowledge and
 200 belief as of the date signed by Owner.
 201 _____ Date 10/4/2024
 202 Owner  Date _____
 203 **Yishai Strain**
 204 Owner _____

Buyer's or Lessee's Initials

BUYER'S ACKNOWLEDGEMENT

205
206
207 Subject Property Address: Strain Ranch Highway 87, Billings, Mt.

208 _____
209 _____

210
211 Buyer(s) understand that the foregoing disclosure statement sets forth any adverse material facts concerning the
212 Property that are known to the Owner. **The disclosure statement does not provide any representations or**
213 **warranties concerning the Property, nor does the fact this disclosure statement fails to note an adverse**
214 **material fact concerning a particular feature, fixture or element imply that the same is free of defects.**

215
216 Buyer(s) is/are encouraged to obtain professional advice, inspections or both of the Property and to provide for
217 appropriate provisions in a contract between buyer(s) and owner(s) with respect to any advice, inspections or defects.
218 **Buyer(s) are not relying upon this property disclosure statement for buyer(s)' determination of the overall**
219 **condition of the Property in lieu of other inspections, reports or advice.**

220
221 I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS STATEMENT.

222 _____ Date

223
224 Buyer's/Lessee's Signature _____
225 _____ Date

226
227 Buyer's/Lessee's Signature _____

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.



Gmail

Search mail



- 99+ Compose
- Mail 216,263
- Chat Starred
- Meet Snoozed
- Sent
- Drafts 11
- More

Labels

Junk E-mail

Authorizing signature External Inbox x

Heidi Strain <kimheidilives16@aol.com>
to me

Sent from my iPhone
I am authorizing Yishai E. Strain to sign for listing the Billings property.

Heidi L. Strain

- Yes, I agree.
 - Yes, I approve.
 - Got it.
-
- Reply
 - Forward

Message sent