

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



1 The undersigned Owner, having entered into a listing with Steffes Group Inc  
2 as Broker, dated 12/24/2025, and involving certain real property located at  
3 556 East Lost Creek Road Circle MT 59215, in the  
4 City of Circle, County of McCone, Montana, which real property is  
5 legally described as Section 2 Township 20 N Range 49 E  
6  
7  
8

9 (the Property). Owner executes this Disclosure Statement, in order to assist the Broker in disclosing all  
10 adverse material facts which concern the Property to prospective purchasers. Montana law defines an  
11 adverse material fact as a fact that should be recognized as being of enough significance as to affect a  
12 person's decision to enter into a contract to buy or sell real property and may be a fact that materially  
13 affects the value of the Property, that affects the structural integrity of the Property, or that presents a  
14 documented health risk to occupants of the Property.

15  
16 **OWNER'S DISCLOSURE**

- 17  
18  Owner has never occupied the Property.  
19  Owner has not occupied the Property since \_\_\_\_\_ (date)  
20

21 The Owner declares that the Owner has prepared this Disclosure Statement and any attachments thereto  
22 based on any adverse material facts known to the Owner. Owner hereby authorizes the Broker to provide  
23 a copy of this Statement to any person or entity in connection with any actual or anticipated sale of the  
24 Property. Owner further agrees to indemnify and hold the Broker harmless from all claims for damages  
25 based upon the disclosures made in this Disclosure Statement along with the failure of the Owner to  
26 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  
29 the above date. **It is not a warranty or representation of any kind by the owner, the broker or the**  
30 **salespersons and it is not a contract between owner and buyer. This disclosure statement is not a**  
31 **substitute for any inspections the buyer may wish to obtain.**  
32

33 Please describe any Adverse Material Facts concerning the items listed, or other components, fixtures or  
34 matters. If space is inadequate, please attach additional sheets.  
35

36 1. APPLIANCES: Refrigerators, Microwave, Range, Dishwasher, Garbage Disposal, Oven, Trash  
37 Compactor, Freezer, Washer, Dryer N/A  
38  
39

40 2. COMPONENTS and BUILT-IN SYSTEMS: Water Softener, Water Conditioners, Exhaust Fans, Central  
41 Vacuum System and components, Water Heater, Washer/Dryer Hookups, Ceiling Fan, Intercoms,  
42 Remote Controls, T.V. Antenna, Satellite Dish, Central sound systems, Wiring for phone, cable and  
43 internet, Security Alarms, Fire Alarms, Smoke Detectors, Garage Door Openers, and Security Gates  
44 Whole house water filter and salt free softener currently bypassed  
45  
46

47 3. ELECTRICAL SYSTEM: (Wiring, Outlets, Switches, Services, Shorts, Alterations, and Overloads) \_\_\_\_\_  
48 N/A  
49  
50

51 4. PLUMBING: (including Pipes, Drains, Faucets, Fixtures, Sump Pumps and Toilets)  
52 a. Faucets, fixtures, etc. N/A  
53  
54

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Page 1 of 5 SMK/KJM  
Owner's Initials

- 55 b. Private Septic Systems (Adherence to Health Codes, Clogging, Backing Up, Drain Field, Septic  
 56 Tanks, Holding Tanks, and Cesspools) N/A  
 57 \_\_\_\_\_  
 58 \_\_\_\_\_
- 59 c. Septic Systems permit in compliance with existing use of Property N/A  
 60 \_\_\_\_\_  
 61 \_\_\_\_\_
- 62 Date Septic System was last pumped? 2018  
 63 \_\_\_\_\_
- 64 d. Public Sewer Systems (Clogging and Backing Up) N/A  
 65 \_\_\_\_\_  
 66 \_\_\_\_\_  
 67 \_\_\_\_\_
- 68 5. HEATING, VENTILATION AND AIR-CONDITIONING SYSTEMS: (Central Heating including furnaces,  
 69 Central Air Conditioning including compressors, Heat pumps, Electric heating systems, Solar systems,  
 70 Gas Leaks, thermostats, Wall/Window AC Evaporator Coolers, Humidifiers, Propane tanks) N/A  
 71 \_\_\_\_\_  
 72 \_\_\_\_\_  
 73 \_\_\_\_\_
- 74 6. ADDITIONAL HEAT SOURCES: (Gas, Pellet, Wood Stoves or Fireplaces) (Compliance with Air Quality  
 75 Laws, Chimney Cleanliness, Chimney Fires and Adherence to Codes in Installation) N/A  
 76 \_\_\_\_\_  
 77 \_\_\_\_\_  
 78 \_\_\_\_\_  
 79 \_\_\_\_\_
- 80 7. INSULATION: (Walls, Ceiling, Utility Bills, Vapor Barrier and Formaldehyde or Asbestos Insulation) N/A  
 81 \_\_\_\_\_  
 82 \_\_\_\_\_  
 83 \_\_\_\_\_
- 84 8. OTHER BASIC COMPONENTS: (Interior Walls, Ceilings, Floors, Exterior Walls, Windows, Doors,  
 85 Window Screens, Slabs, Driveways, Sidewalks, Fences) Minor imperfections on drywall from living in the house  
 86 \_\_\_\_\_  
 87 \_\_\_\_\_  
 88 \_\_\_\_\_
- 89 9. BASEMENT: (Leakage, Flooding, Moisture or Evidence of Water, and Fuel Tanks)  
 90 N/A  
 91 \_\_\_\_\_  
 92 \_\_\_\_\_
- 93 10. FOUNDATION: (Depth, Footings, Reinforcement, and Cracking) N/A  
 94 \_\_\_\_\_  
 95 \_\_\_\_\_  
 96 \_\_\_\_\_
- 97 11. ROOF: (Rain Gutters, Leakage, Deterioration, Ice build ups and Structural Condition) \_\_\_\_\_  
 98 N/A  
 99 \_\_\_\_\_  
 100 \_\_\_\_\_
- 101 12. WATER: (Well Production, Water Quality and Quantity, Water Rights and Abandoned Wells) \_\_\_\_\_  
 102 15 GPM constant Pressure and Flow pump replaced in 2025, alkaline water  
 103 a. Private well Yes  
 104 b. Public or community water systems N/A  
 105 \_\_\_\_\_
- 106 13. POOLS, OUTDOOR LIVING, ANCILARY BUILDINGS: (Window Screens, Pool, Spa, Pool/Spa Heater,  
 107 Hot Tub, Sauna, Patio/Decking, Built-In Barbecue, Gazebo, Fountains, Water features, Underground  
 108 Sprinklers systems and controls, Partially landscaped or un-landscaped yard, Garage, Shop, Barn,  
 109 Carport) 1970's Animal barn needs new roof  
 110 \_\_\_\_\_  
 111 \_\_\_\_\_

\_\_\_\_\_  
 Buyer's or Lessee's Initials

Page 2 of 5 SMM, KOM  
 Owner's Initials

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

113 Large gravel deposits on Property. Sand and Gravel Rights Convey with Sale of Property

114

115

116 15. ACCESS: (If the property is not on a public street note any Driveway Agreements, Private Easements  
117 and Legal Disputes Concerning Access)

118 Additional recorded easement access from the east to Hwy 200 will convey with property

119

120

121 16. HAZARD INSURANCE/DAMAGES/CLAIMS: N/A

122

123

124 17. METHAMPHETAMINE: If the Property is inhabitable real property, the Owner represents to the best of  
125 Owner's knowledge that the Property  has  has not been used as a clandestine Methamphetamine  
126 drug lab. If the Property has been used as a clandestine Methamphetamine drug lab, attached are any  
127 documents concerning the use of the Property as a clandestine Methamphetamine drug lab.

128

129 18. RADON: If the Property is inhabitable real property as defined in the Montana Radon Control Act,  
130 Owner represents that to the best of Owner's knowledge the Property  has  has not been tested for  
131 radon gas and/or radon progeny and the Property  has  has not received mitigation or treatment for  
132 the same. If the Property has been tested for radon gas and/or radon progeny, attached are any test  
133 results along with any evidence of mitigation or treatment.

134

135 19. LEAD-BASED PAINT: If a residential dwelling exists on the Property and was built before the year  
136 1978, Owner  has  has no knowledge of lead-based paint and/or lead-based paint hazards on the  
137 Property. If Owner has knowledge of lead-based paint and/or lead-based paint hazards on the  
138 Property, attached are all pertinent reports and records concerning that knowledge.

139

140 20. MOLD: If the Property is inhabitable real property as defined in the Montana Mold Disclosure Act, the  
141 Owner represents to the best of Owner's knowledge that the Property  has  has not been tested for  
142 mold and that the Property  has  has not received mitigation or treatment for mold. If the Property  
143 has been tested for mold or has received mitigation or treatment for mold, attached are any documents  
144 or other information that may be required under Montana law concerning such testing, treatment or  
145 mitigation.

146

147 **If any of the following items or conditions exist relative to the Property, please check the box and**  
148 **provide details below:**

- 149 1.  Asbestos.  
150 2.  Noxious weeds.  
151 3.  Destructive insects such as termites, pine beetles or carpenter ants. (If property has been tested  
152 or treated, attach documentation.)  
153 4.  Common walls, fences and driveways that may have any effect on the subject property.  
154 5.  Encroachments, easements, or similar matters that may affect your interest in the subject property.  
155 6.  Room additions, structural modifications, or other alterations or repairs made without necessary  
156 permits or HOA and HOA architectural committee permission.  
157 7.  Room additions, structural modifications, or other alterations or repairs not in compliance with  
158 building codes.  
159 8.  Health department or other governmental licensing, compliance or issues.  
160 9.  Landfill (compacted or otherwise) on the property or any portion thereof.  
161 10.  Location in the floodplain, shoreline master plan, wetland or other environmentally sensitive area.  
162 11.  Settling, slippage, sliding or other soil problems.  
163 12.  Flooding, draining, grading problems, or French drains.  
164 13.  Major damage to the property or any of the structures from fire, earthquakes, floods, slides, etc.  
165 14.  Waste dump or disposal or landfill or commercial use in the vicinity of the property which causes  
166 smoke, smell, noise or other pollution.

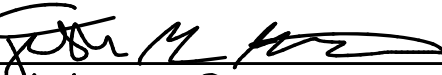

\_\_\_\_\_  
Buyer's or Lessee's Initials

- 167 15.  Hazardous or Environmental Waste: Underground storage tanks or sump pits.
- 168 16.  Neighborhood noise problems or other nuisances.
- 169 17.  Violations of deed restrictions, restrictive covenants or other such obligations.
- 170 18.  Zoning or Historic District violations, non-conforming uses, violations of "setback" requirements,
- 171     etc.
- 172 19.  Zoning, Historic District or land use change planned or being considered by the city or county.
- 173 20.  Street or utility improvement planned that may affect or be assessed against the Property.
- 174 21.  Property Owner's association obligations (dues, lawsuits, etc.).
- 175 22.  Proposed increase in the tax assessment value or homeowner's association dues for the Property.
- 176 23.  "Common area" problems.
- 177 24.  Tenant problems, defaults or other tenant issues.
- 178 25.  Notices of abatement or citations against the Property.
- 179 26.  Lawsuits or legal proceedings (including foreclosures and bankruptcies) affecting or threatening
- 180     the Property.
- 181 27.  Airport affected area.
- 182 28.  Pet damage: \_\_\_\_\_
- 183 29.  Property leases, crop share agreements, mineral leases or reservations.

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

187  
 188 Owner  Date 01/25/2026  
 189  
 190  
 191 Owner  Date 01/25/2026

194 **Please note the following changes to the foregoing disclosure:** 3500 cubic yards of gravel to be hauled in 2026 (invoiced)  
 195 \_\_\_\_\_  
 196 \_\_\_\_\_  
 197 \_\_\_\_\_  
 198 \_\_\_\_\_  
 199 \_\_\_\_\_  
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 202 \_\_\_\_\_  
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 204 \_\_\_\_\_  
 205 \_\_\_\_\_  
 206 \_\_\_\_\_

207  
 208  
 209 Owner  Date 01/25/2026  
 210  
 211  
 212 Owner  Date 01/25/2026

\_\_\_\_\_  
 Buyer's or Lessee's Initials

**BUYER'S ACKNOWLEDGEMENT**

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Subject Property Address: 556 East Lost Creek Road, Circle, MT 59215 Section 2 Township 20N Range 49E

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

224  
225 Buyer(s) is/are encouraged to obtain professional advice, inspections or both of the Property and to provide  
226 for appropriate provisions in a contract between buyer(s) and owner(s) with respect to any advice,  
227 inspections or defects. **Buyer(s) are not relying upon this property disclosure statement for buyer(s)'**  
228 **determination of the overall condition of the Property in lieu of other inspections, reports or advice.**

229  
230 I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS STATEMENT.

231  
232 Buyer/Lessee \_\_\_\_\_ Date \_\_\_\_\_

233  
234  
235 Buyer/Lessee \_\_\_\_\_ 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 holidays. Any performance which is required to be completed on a Saturday, Sunday or a holiday can be performed on the next business day.