

MONTANA ASSOCIATION OF REALTORS®
PROPERTY DISCLOSURE STATEMENT



1 Date: 04/09/2026

2
3 Property: 1302 Sampson Street, Butte, MT 59701

4 Seller(s): Tammy Ross

5 Seller Agent: Kelly Anne Hovan

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 Seller Agent Signature: Kelly Anne Hovan

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36 Dated: 4/10/26

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

39
40 Buyer Agent:
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42 Buyer Agent Signature: _____

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44 Dated: _____
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46 Buyer Signature: _____

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48 Dated: _____
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OWNER'S PROPERTY DISCLOSURE STATEMENT
MONTANA ASSOCIATION OF REALTORS® STANDARD FORM



1 Date: 04/09/2026

2
3 The undersigned Owner is the owner of certain real property located at 1302 Sampson Street
4 in the City of Butte
5 County of Silver Bow County, Montana, which real property is legally described as:
6 BELLEVUE ADD, S30, T03 N, R07 W, BLOCK 41, LOT 11 - 12
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 and are known to Owner. Montana law defines an adverse material fact as
12 a condition, malfunction, or problem that would have a materially adverse effect on the monetary value of real
13 property, that affects the structural integrity of any improvements located on the real property, or that presents a
14 documented health risk to occupants of the real property or would impair the health or safety of future occupants of
15 the real property.

16
17 **OWNER'S DISCLOSURE**

- 18
19 Owner has never occupied the Property.
20 Owner has not occupied the Property since _____ (date).
21

22 Concerning adverse material facts, Montana law provides that the Owner is/are obligated to disclose any adverse
23 material facts that concern the Property and that are actually known to the Owner. The Owner is not obligated to
24 investigate the Property in preparing this Disclosure Statement. The Owner, other than having lived at and/or owned
25 the Property, has no greater knowledge than what could be obtained by the Buyer's careful inspection.
26

27 **This disclosure statement is not a warranty of any kind by the Owner, the Seller Agent, or any authorized**
28 **representative of the Owner involved in the sale of the Property, and it is not a contract between the Owner**
29 **and Buyer. This Disclosure Statement is not a substitute for any inspections the Buyer may wish to obtain.**
30 The Buyer is encouraged to consult their own independent inspectors to aid in the Buyer's due diligence prior to
31 closing on the purchase of the Property.
32

33 This Disclosure Statement must be provided no later than contemporaneously with the execution of a real estate
34 purchase contract. Unless the Buyer and Owner have otherwise agreed in writing, any contract for the purchase of
35 the Property is not effective until 3 days after the Buyer has received this Disclosure Statement, and during that delay
36 Buyer may withdraw or rescind any contract to purchase the Property without penalty.
37

38 The Owner declares that the Owner has prepared this Disclosure Statement and any attachments thereto based on
39 any adverse material facts known to the Owner. Owner hereby authorizes providing a copy of this Statement to any
40 person or entity in connection with any actual or anticipated sale of the Property. Owner further agrees to indemnify
41 and hold any and all real estate agents involved, directly or indirectly, in the purchase and sale of the Property,
42 harmless from all claims for damages based upon the disclosures made in this Disclosure Statement along with the
43 failure of the Owner to disclose any adverse material facts known to the Owner.
44

45 This Disclosure Statement is considered a disclosure by the Owner only and not the Seller Agent or other authorized
46 representative of the Seller. The Seller is not responsible for misstatements or errors in this Disclosure Statement
47 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

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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.

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

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

Date Septic System was last pumped?

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)

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Buyer's or Lessee's Initials

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Owner's Initials

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

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

Rust stain on Deck siding - there when bought the house

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

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

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

New roof 2021 on house and garage

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

a. Private well

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)

Large crack in concrete on garage floor. Does not affect garage door.

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):

Buyer's or Lessee's Initials

Owner's Initials

57 17. SOILS: Whether there are any problems with settling, soil, standing water, or drainage on the Property or in the
58 immediate area:
59 _____
60 _____

61 18. HAZARD INSURANCE/DAMAGES/CLAIMS (past and present):
62 _____
63 _____
64 _____

65 19. METHAMPHETAMINE/FENTANYL: If the Property is inhabitable real property, the Owner represents to the best
66 of Owner's knowledge that the Property has has not been used as a clandestine methamphetamine or
67 fentanyl drug lab and has has not been contaminated from the consumption of methamphetamine or
68 fentanyl. If the Property has been used as a clandestine methamphetamine or or fentanyl drug lab or
69 contaminated from the consumption of methamphetamine or fentanyl, Owner agrees to execute the Montana
70 Association of REALTORS® "Methamphetamine/Fentanyl Disclosure Notice" and provide any documents or other
71 information that may be required under Montana law concerning the use of the Property as a clandestine
72 methamphetamine or fentanyl drug lab or the contamination of the Property from the consumption of
73 methamphetamine or fentanyl.
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75 20. RADON: If the Property is inhabitable real property as defined in the Montana Radon Control Act, Owner
76 represents that to the best of Owner's knowledge the Property has has not been tested for radon gas
77 and/or radon progeny and the Property has has not received mitigation or treatment for the same. If the
78 Property has been tested for radon gas and/or radon progeny, attached are any test results along with any
79 evidence of mitigation or treatment.
80

81 21. LEAD-BASED PAINT: If a residential dwelling exists on the Property and was built before the year 1978, Owner
82 has has no knowledge of lead-based paint and/or lead-based paint hazards on the Property. If Owner has
83 knowledge of lead-based paint and/or lead-based paint hazards on the Property, attached are all pertinent reports
84 and records concerning that knowledge.
85

86 22. MOLD: If the Property is inhabitable real property as defined in the Montana Mold Disclosure Act, the Owner
87 represents to the best of Owner's knowledge that the Property has has not been tested for mold and that
88 the Property has has not received mitigation or treatment for mold. If the Property has been tested for
89 mold or has received mitigation or treatment for mold, attached are any documents or other information that may
90 be required under Montana law concerning such testing, treatment or mitigation.
91

92 23. OTHER TESTING OR TREATMENTS: Has the Property been tested or treated for the presence of fuel or
93 chemical storage tanks, asbestos, or contaminated soil or water:
94 _____
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96 _____

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

- 100 1. Asbestos.
101 2. Noxious weeds.
102 3. Pests, rodents.
103 4. Destructive insects such as termites, pine beetles or carpenter ants. (If the Property has been tested or
104 treated, attach documentation.)
105 5. Common walls, fences and driveways that may have any effect on the Property.
106 6. Encroachments, easements, or similar matters that may affect your interest in the Property.
107 7. Room additions, structural modifications, or other alterations or repairs made without necessary permits or
108 HOA and HOA architectural committee permission.
109 8. Room additions, structural modifications, or other alterations or repairs not in compliance with building
110 codes.
111 9. Health department or other governmental licensing, compliance or issues.

/
Buyer's or Lessee's Initials

Kelly Anne Hovan

/
Owner's Initials

- 112 10. Landfill (compacted or otherwise) on the Property or any portion thereof.
- 113 11. Location in the floodplain, shoreline master plan, wetland or other environmentally sensitive area or work
- 114 conducted by Seller in or around any natural bodies of water.
- 115 12. Settling, slippage, sliding or other soil problems.
- 116 13. Flooding, draining, grading problems, or French drains.
- 117 14. Major damage to the Property or any of the structures from fire, earthquakes, floods, slides, etc.
- 118 15. Waste dump or disposal or landfill or commercial use in the vicinity of the Property which causes smoke,
- 119 smell, noise or other pollution.
- 120 16. Hazardous or Environmental Waste: Underground storage tanks or sump pits.
- 121 17. Neighborhood noise problems or other nuisances.
- 122 18. Violations of deed restrictions, restrictive covenants or other such obligations.
- 123 19. Zoning or Historic District violations, non-conforming uses, violations of "setback" requirements, etc.
- 124 20. Zoning, Historic District or land use change planned or being considered by the city or county.
- 125 21. Street or utility improvement planned that may affect or be assessed against the Property.
- 126 22. Property Owner's Association obligations (dues, lawsuits, transfer fees, initiation fees, etc.).
- 127 23. Proposed increase in the tax assessment value or homeowner's association dues for the Property.
- 128 24. "Common area" problems.
- 129 25. Tenant problems, defaults or other tenant issues.
- 130 26. Notices of abatement or citations against the Property.
- 131 27. Lawsuits or legal proceedings (including foreclosures and bankruptcies) affecting or threatening the
- 132 Property.
- 133 28. Airport affected area.
- 134 29. Pet damage
- 135 30. Property leases including post-closing short-term rental obligations, crop share agreements, mineral leases
- 136 or reservations.
- 137 31. Other matters as set forth below including environmental issues, structural system issues, mechanical
- 138 issues, legal issues, physical issues, or others not listed above of which the Seller has actual knowledge
- 139 concerning the Property.
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Additional details:

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Buyer's or Lessee's Initials

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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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199 Owner Jimmy Russell (less) Date 4-9-2026
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201 Owner _____ Date _____

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Buyer's or Lessee's Initials

BUYER'S ACKNOWLEDGEMENT

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Subject Property Address: 1302 Sampson Street, Butte, MT 59701

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.

[Signature/Date line 1]

Buyer's/Lessee's Signature Date

[Signature/Date line 2]

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