

**MONTANA ASSOCIATION OF REALTORS®
PROPERTY DISCLOSURE STATEMENT**



Date: 05/05/2026

Property: 130 Glen Hills Drive Eureka MT 59917

Seller(s): Nathan A. Nygaard- Revocable Trust

Seller Agent: Gretchen Lancaster

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

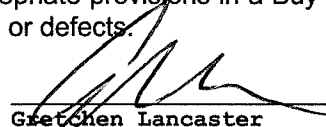
- disclose to a buyer or the buyer agent any adverse material facts that concern the property and that are known to the seller agent, except that the seller agent is not required to inspect the property or verify any statements made by the seller; and
- disclose to a buyer or the buyer agent when the 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

No well log located - Seller estate is still looking for them.

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: 
Gretchen Lancaster

Dated: 5/15/26

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**



1 Date: 5/15/26

2
3 The undersigned Owner is the owner of certain real property located at _____
4 130 Glen Hills Drive, in the City of Eureka,
5 County of Lincoln, Montana, which real property is legally described as:
6 Glen Hills Estates, S21, T36N, R26W, Acres 4.99, Lot 4, PM6677
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

OWNER'S DISCLOSURE

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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 Property Disclosure Statement, May 2025
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EMW / _____
Owner's Initials

48 Please describe any adverse material facts concerning the items listed, or other components, fixtures or matters.
49
50 1. APPLIANCES: (Refrigerators, Microwave, Range, Dishwasher, Garbage Disposal, Oven, Trash Compactor,
51 Freezer, Washer, Dryer)
52 _____
53 _____
54
55 2. COMPONENTS and BUILT-IN SYSTEMS: (Water Softener, Water Conditioners, Exhaust Fans, Central Vacuum
56 System and components, Water Heater, Washer/Dryer Hookups, Ceiling Fan, Intercoms, Remote Controls, T.V.
57 Antenna, Satellite Dish, Central sound systems, Wiring for phone, cable and internet, Security Alarms, Fire
58 Alarms, Smoke Detectors, Garage Door Openers, and Security Gates)
59 _____
60 _____
61
62 3. ELECTRICAL SYSTEM/UTILITY CONNECTIONS: (Wiring, Outlets, Switches, Services, Shorts, Alterations,
63 Overloads, or known information concerning utility connections)
64 _____
65 _____
66
67 4. PLUMBING: (including Pipes, Drains, Faucets, Fixtures, Sump Pumps and Toilets)
68 a. Faucets, fixtures, etc.
69 _____
70 _____
71
72 b. Private Septic Systems (Adherence to Health Codes, Clogging, Backing Up, Drain Field, Septic Tanks, Holding
73 Tanks, and Cesspools)
74 _____
75 _____
76
77 c. Septic Systems permit in compliance with existing use of Property
78 SEE SEPTIC PERMIT.
79 _____
80
81 Date Septic System was last pumped?
82 _____
83 _____
84
85 d. Public Sewer Systems (Clogging and Backing Up)
86 _____
87 _____
88
89 5. HEATING, VENTILATION AND AIR-CONDITIONING SYSTEMS: (Central Heating including furnaces, Central Air
90 Conditioning including compressors, Heat pumps, Electric heating systems, Solar systems, Gas Leaks,
91 Thermostats, Wall/Window AC Evaporator Coolers, Humidifiers, Propane tanks)
92 _____
93 _____
94
95 6. ADDITIONAL HEAT SOURCES: (Gas, Pellet, Wood Stoves or Fireplaces) (Compliance with Air Quality Laws,
96 Chimney Cleanliness, Chimney Fires and Adherence to Codes in Installation)
97 _____
98 _____
99

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Buyer's or Lessee's Initials

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Owner's Initials

100 7. INSULATION: (Walls, Ceiling, Utility Bills, Vapor Barrier and Formaldehyde or Asbestos Insulation)
101 _____
102 _____
103 _____
104 8. OTHER BASIC COMPONENTS: (Interior Walls, Ceilings, Floors, Exterior Walls, Windows, Doors, Window
105 Screens, Slabs, Driveways, Sidewalks, Fences)
106 _____
107 _____
108 _____
109 9. BASEMENT: (Leakage, Flooding, Moisture or Evidence of Water or water intrusion, and Fuel Tanks)
110 WATER LINE LEAK IN UTILITY ROOM CORRECTED BY A LICENSED PLUMBER.
111 _____
112 _____
113 10. FOUNDATION: (Depth, Footings, Reinforcement, and Cracking)
114 _____
115 _____
116 _____
117 11. ROOF: (Rain Gutters, Leakage, Deterioration, Ice build ups and Structural Condition)
118 _____
119 _____
120 _____
121 12. WATER: (Well Production, Water Quality and Quantity, Water Rights and Abandoned Wells)
122 _____
123 _____
124 _____
125 a. Private well
126 SEE WELL LOG.
127 _____
128 _____
129 b. Public or community water systems
130 _____
131 _____
132 _____
133 13. POOLS, OUTDOOR LIVING, ANCILLARY BUILDINGS: (Window Screens, Pool, Spa, Pool/Spa Heater, Hot Tub,
134 Sauna, Patio/Decking, Built-In Barbecue, Gazebo, Fountains, Water features, Underground Sprinklers systems
135 and controls, Partially landscaped or un-landscaped yard, Garage, Shop, Barn, Carport)
136 _____
137 _____
138 _____
139 14. NUISANCES/HAZARDOUS MATERIALS: Waste dump or disposal or landfill or gravel pit or commercial use in
140 the vicinity of the Property, existing or proposed, which may cause smoke, smell, noise or other nuisance,
141 annoyance or pollution, any hazardous materials or pest infestations located on the Property or in the immediate
142 area:
143 _____
144 _____
145 _____
146 15. ALTERATIONS: (whether any substantial additions or alterations have been made to the Property without a
147 required permit) _____
148 _____
149 _____
150 16. ACCESS/OWNERSHIP: (If the Property is not on a public street note any Driveway Agreements, Private
151 Easements and Legal Disputes Concerning Access; matters affecting legal ownership or title to the Property or
152 the Seller's ability to transfer the Property):
153 _____
154 _____
155 _____

_____/_____
Buyer's or Lessee's Initials

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 / _____
Owner's Initials

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

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.

_____/_____
Buyer's or Lessee's Initials

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Owner's Property Disclosure Statement, May 2025
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Owner's Initials

- Additional details:**

EM / _____
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.

Owner ERIC NYGAARD - TRUSTEE Date 5/15/20
Nathan A. Nygaard Trust- Eric Nygaard
Owner _____ Date _____

_____/_____
Buyer's or Lessee's Initials

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BUYER'S ACKNOWLEDGEMENT

Subject Property Address: 130 Glen Hills Drive Eureka MT 59917
Glen Hills Estates, S21, T36N, R26W, Acres 4.99, Lot 4, PM6677

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.

Buyer's/Lessee's Signature

Date

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

MOLD DISCLOSURE



1 Date: 05/05/2026

2

3 Property Address: 130 Glen Hills Drive Eureka MT 59917

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5 MOLD DISCLOSURE: There are many types of mold. Inhabitable properties are not, and cannot be, constructed to exclude
6 mold. Moisture is one of the most significant factors contributing to mold growth. Information about controlling mold growth
7 may be available from your county extension agent or health department. Certain strains of mold may cause damage to
8 property and may adversely affect the health of susceptible persons, including allergic reactions that may include skin, eye,
9 nose, and throat irritation. Certain strains of mold may cause infections, particularly in individuals with suppressed immune
10 systems. Some experts contend that certain strains of mold may cause serious and even life-threatening diseases.
11 However, experts do not agree about the nature and extent of the health problems caused by mold or about the level of
12 mold exposure that may cause health problems. The Centers for Disease Control and Prevention is studying the link
13 between mold and serious health conditions. The seller, landlord, seller's agent, buyer's agent, or property manager cannot
14 and does not represent or warrant the absence of mold. It is the buyer's or tenant's obligation to determine whether a mold
15 problem is present. To do so, the buyer or tenant should hire a qualified inspector and make any contract to purchase, rent,
16 or lease contingent upon the results of that inspection. A seller, landlord, seller's agent, buyer's agent, or property manager
17 who provides this mold disclosure statement, provides for the disclosure of any prior testing and any subsequent mitigation
18 or treatment for mold, and discloses any knowledge of mold is not liable in any action based on the presence of or
19 propensity for mold in a building that is subject to any contract to purchase, rent, or lease.

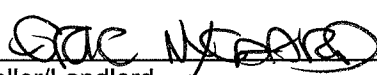
20

21 The undersigned, Seller, Landlord, Seller's Agent and/or Property Manager disclose that they have knowledge that the
22 building or buildings on the property have mold present in them. This disclosure is made in recognition that all
23 inhabitable properties contain mold, as defined by the Montana Mold Disclosure Act (any mold, fungus, mildew or
24 spores). The undersigned are not representing that a significant mold problem exists or does not exist on the property,
25 as such a determination may only be made by a qualified inspector.

26

27 If Seller/Landlord knows a building located on the property has been tested for mold, Seller/Landlord has previously
28 provided or with this Disclosure provides the Buyer/Tenant a copy of the results of that test (if available) and evidence of
29 any subsequent mitigation or treatment.

30

31  5/15/26
32 Seller/Landlord Date
33 Nathan Nygaard Trust- Eric Nygaard

34

35 Seller/Landlord Date Seller's Agent/Property Manager Date

36

37 ACKNOWLEDGMENT: The undersigned Buyer/Tenant, Buyer's Agent or Statutory Broker acknowledges receipt of this
38 Disclosure, the test results (if available) and evidence of subsequent mitigation or treatment. The undersigned
39 Buyer/Tenant agrees that it is their responsibility to hire a qualified inspector to determine if a significant mold problem
40 exists or does not exist on the property. They further acknowledge that the Seller, Landlord, Seller's Agent, Buyer's
41 Agent, Statutory Broker and/or Property Manager, who have provided this Disclosure, are not liable for any action based
42 on the presence of or propensity for mold in the property.

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45 Buyer/Tenant Date Buyer's Agent/Statutory Broker Date

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47 Buyer/Tenant Date Buyer's Agent/Statutory Broker Date

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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.



SQUARE FOOTAGE DISCLOSURE



1 Square footage is provided for the purpose of **marketing, may not** be exact, and is **not** for loan, valuation or
2 other purposes. If exact square footage is a concern, the property should be independently measured.

3 In conjunction with the Buy/Sell Agreement dated _____, for property located at:

4 Address: 130 Glen Hills Drive City Eureka County Lincoln Zip 59917

5 Legal Description: Glen Hills Estates, S21, T36N, R26W, Acres 4.99, Lot 4, PM6677

6 _____

7 Licensee is providing information on square footage as indicated below:

8	Source Information	Approximate Square Footage
9	☐ Prior Appraisal	_____
10	☐ Building Plans	_____
11	☒ Assessor's Office	<u>2704</u>
12	☐ Other _____	_____
13	_____	_____
14	_____	_____

15 Buyer and Seller are advised to verify this information. Any independent measurement or investigation
16 should be completed in compliance with the Inspection Addendum.

17
18 ECAC NYGAARD 5/15/20 _____
19 Seller Nathan A. Nygaard- Revocable Trust Date _____ Buyer _____ Date _____

20
21 _____
22 Seller _____ Date _____ Buyer _____ Date _____

23
24 [Signature] 5/15/26 _____
25 Broker/Salesperson _____ Date _____ Broker/Salesperson _____ Date _____
Gretchen Lancaster

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