



MONTANA ASSOCIATION OF REALTORS® PROPERTY DISCLOSURE STATEMENT (LAND)



1 Date: **November 22, 2025**

2

3 Property: **NHN Linbergh Lake Rd, Condon, MT 59826**

4 Seller(s): **Peter Pitterle**

5 Seller Agent: **Grace Hughes**

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), if one has been made available to the Seller Agent by the Seller(s).

17 Regardless of whether Seller(s) has/have provided Seller Agent with an Owner's Property Disclosure Statement,

18 **except as set forth below**, the 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 none
- 23
- 24
- 25
- 26
- 27
- 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:  11/28/2025

36 **Grace Hughes**

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: _____

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Property Disclosure Statement (Land), April 2024

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



1 Date: **November 22, 2025**

2
3 The undersigned Owner is the owner of certain real property located at **NHN Linbergh Lake Rd**
4 , in the City of **Condon**
5 County of **Missoula**, Montana, which real property is legally described as:
6 **S07, T19 N, R16 W, C.O.S. 1899B, PARCEL 9, (CORRECTED) IN E2 NE4**
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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16
17
18 ☐ Owner has never been to the Property.
19 ☒ Owner has not been to the Property since **OCTOBER 2025** (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
33 Please describe any adverse material facts concerning the items listed, or other components, fixtures or matters.

34
35 Easements (written or unwritten):
36 USFS Right of Way across rear of property with reciprocal right of owner to use USFS road accross USFS land to South of Property to access
37 property from Lindbergh Lake Road to rear of property.

38
39 Boundaries or property lines:
40 Marked on north side by orange fence posts set of Nov 2025 survey; maked on South by USFS makers.

41
42
43 Encroachments or similar matters that may affect your interest in the subject Property including but not
44 limited to buildings, fences, etc.:
45 NONE KNOWN

46
47
48 Access to or Ownership of the Property – Matters affecting access to or from the Property, legal ownership or title to
49 the Property, or the Seller's ability to transfer the Property:
50 See line #36 and documents provided agent. Property in Living Trust free and clear.

51

Buyer's or Lessee's Initials

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Owner's Property Disclosure Statement (Land), April 2024

 / _____
Owner's Initials

52 Settling, slippage, standing water, drainage, sliding or other soil problems on the Property or in the immediate area:
 53 ventral pond in southeast of rear of property east of USFS right of way. Dry when Owner last saw (several years ago). Also small year round
 54 pond west of USFS right of way with frogs.

56 Flooding, drainage or grading problems:
 57 NONE KNOWN

60 Location of the Property in a flood plain, shoreline master plan, wetland or other environmentally sensitive area or
 61 work conducted by Seller in or around any natural bodies of water:
 62 NONE KNOWN to Seller other than as described in lines #52-54. Otherwise UNKNOWN to Owner.

65 a. Water rights and private wells:
 66 At time of purchase Owner was advised by then Seller Agent that land came with right to draw residential share from Swan River. Right never
 67 perfected nor filed because Owner never made use of water during period of ownership. No Improvements whatsoever.

69 b. Public or Community water systems:
 70 NONE KNOWN

73 Restrictive Covenants and Deed restrictions:
 74 Previously provided agent copies of all such documents Owner obtained from Missoula County and known to Owner

77 Septic system approval or existing septic system:
 78 NONE

81 Major damage to the Property from fire, earthquakes, floods, slides, etc.:
 82 NONE KNOWN

85 Zoning or Historic District violations, non-conforming uses:
 86 NONE KNOWN

89 Neighborhood noise problems or other nuisances:
 90 NONE KNOWN


93 Property Owner's association obligations (dues, lawsuits, transfer fees, initiation fees, etc.):
 94 NONE

97 Notice of abatement or citations against the Property:
 98 NONE

101 Lawsuits or legal proceedings (including foreclosures and bankruptcies) affecting or threatening the Property:
 102 NONE

105 Waste dump or disposal or landfill or gravel pit or commercial use in the vicinity of the Property, existing or proposed,
 106 which may cause smoke, smell, noise or other nuisance, annoyance or pollution, any hazardous materials or pest
 107 infestations located on the Property or in the immediate area:
 108 NONE KNOWN

_____/_____
 Buyer's or Lessee's Initials

 _____/
 Owner's Initials
 Bearberry Ranch

109 Street or utility improvement planned that may affect or be assessed against the Property:
 110 NONE KNOWN
 111
 112
 113 Known information concerning utility connections:
 114 Underground power and fiber optic cables marked along Lindbergh Lake Road at front of property
 115
 116
 117 Zoning or land use change planned or being considered by the city or county:
 118 Local Community has been meeting to develop and agree to a community plan to present to Missoula County
 119
 120
 121 Proposed increase in tax assessment value or property owner's association dues for the Property:
 122 NONE KNOWN
 123
 124
 125 Underground storage tanks or class II injection wells:
 126 NONE KNOWN
 127
 128
 129 Property leases including post-closing short-term rental obligations, crop share agreements, mineral leases or
 130 reservations:
 131 NONE
 132
 133
 134 Conservation Easements (existing or proposed):
 135 See Deed restrictions provided to Seller's agent
 136
 137
 138 Landfill (compacted or otherwise) on the Property or any portion thereof:
 139 NONE KNOWN
 140
 141
 142 Environmental issues affecting the Property including whether the Property has been tested or treated for the
 143 presence of fuel or chemical storage tanks, asbestos, or contaminated soil or water:
 144 NONE KNOWN
 145
 146
 147 Pests, rodents:
 148 NONE KNOWN unless one were to include wildlife native to Swan Valley
 149
 150
 151 Noxious Weeds:
 152 NONE KNOWN, but may be given they are prevalent in Swan Valley
 153
 154
 155 Airport affected area:
 156 N/A
 157
 158
 159 Other matters as set forth below including environmental issues, structural system issues, mechanical issues, legal
 160 issues, physical issues, or others not listed above of which the Seller has actual knowledge concerning the Property.
 161 This is unimproved forest land except for two signs posted on trees by Owner along Linbergh Lake Road
 162 ~~Owner has only walked property once or twice during entire ownership period, and not in over 15 years. Owner used to access property by~~
 163 USFS
 164 road at rear of property through USFS gate, but road now obscured and obstructed by encroaching forest. Clearing of trees on road
 addressed in documents provided Seller's Agent

_____/_____
 Buyer's or Lessee's Initials

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

209

210

Owner

Authentisign

Peter Pitterle

Date 11/28/2025

211

Peter Pitterle

212

Owner

Date

_____/_____
Buyer's or Lessee's Initials

Authentisign

pp

_____/_____
Owner's Initials
Bearberry Ranch

BUYER’S ACKNOWLEDGEMENT

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212
213 Subject Property Address: NHN Linbergh Lake Rd, Condon, MT 59826
214 _____
215 _____
216 _____

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

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

227 I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS STATEMENT.
228

229 _____	_____
230 Buyer’s/Lessee’s Signature	Date
231 _____	_____
232 _____	_____
233 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.