

MOLD DISCLOSURE



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Date: 08/09/2023

Property Address: 24037 Geri Ln Bigfork MT 59911

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

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

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

<u>David Kirk, Member</u>	<u>08/10/2023</u>	<u>Scott Hollinger</u>	<u>08/09/2023</u>
Seller/Landlord	Date	Seller's Agent/Property Manager	Date
<u>David Kirk, Member</u>		<u>Scott Hollinger</u>	
<u>Sue Kirk, Member</u>	<u>08/09/2023</u>		
Seller/Landlord	Date	Seller's Agent/Property Manager	Date
<u>Sue Kirk, Member</u>			

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

_____ Buyer/Tenant	_____ Date	_____ Buyer's Agent/Statutory Broker	_____ Date
_____ Buyer/Tenant	_____ Date	_____ Buyer's Agent/Statutory Broker	_____ 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 holiday can be performed on the next business day.

MONTANA ASSOCIATION OF REALTORS®
PROPERTY DISCLOSURE STATEMENT



1 Date: 08/09/2023
2
3 Property: 24037 Geri Ln Bigfork MT 59911
4 Seller(s): Kirk Montana LLC Kirk Montana LLC
5 Seller Agent: Scott Hollinger
6

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

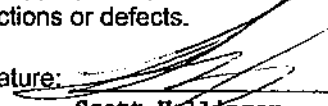
- 8 • disclose to a buyer or the buyer agent any adverse material facts that concern the property and that are
9 known to the seller agent, except that the seller agent is not required to inspect the property or verify any
10 statements made by the seller; and
11 • disclose to a buyer or the buyer agent when the seller agent has no personal knowledge of the veracity of
12 information regarding adverse material facts that concern the property.
13
14

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 **Stairway rails on deck and going down stairs to the lake need repairing otherwise no other known
23 defects.**
24
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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

35 Seller Agent Signature: 
36 Scott Hollinger

37 Dated: 8.9.2023
38

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

40 Buyer Agent: _____
41

42 Buyer Agent Signature: _____
43

44 Dated: _____
45

46 Buyer Signature: _____
47

48 Dated: _____
49

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



1 Date: 08/04/2023

2
3 The undersigned Owner is the owner of certain real property located at _____
4 24037 Geri Ln, in the City of Bigfork,
5 County of Lake, Montana, which real property is legally described as:
6 Swan Overlook Lots 1 & 2 in S15-T25N-R18W
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.

15
16 **OWNER'S DISCLOSURE**

- 17
18 Owner has never occupied the Property.
19 Owner has not occupied the Property since July 2022 (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 1. APPLIANCES: (Refrigerators, Microwave, Range, Dishwasher, Garbage Disposal, Oven, Trash Compactor,
36 Freezer, Washer, Dryer)
37 _____
38 _____
39
40 2. COMPONENTS and BUILT-IN SYSTEMS: (Water Softener, Water Conditioners, Exhaust Fans, Central Vacuum
41 System and components, Water Heater, Washer/Dryer Hookups, Ceiling Fan, Intercoms, Remote Controls, T.V.
42 Antenna, Satellite Dish, Central sound systems, Wiring for phone, cable and internet, Security Alarms, Fire
43 Alarms, Smoke Detectors, Garage Door Openers, and Security Gates)
44 _____
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Buyer's or Lessee's Initials

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Owner's Property Disclosure Statement, October 2021
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Owner's Initials

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3. ELECTRICAL SYSTEM: (Wiring, Outlets, Switches, Services, Shorts, Alterations, and Overloads)

There is a switch in the utility room which is NOT connected to anything. All light switches work.

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?

The Bielenberg Landing septic system is checked by a professional septic company annually. It was last pumped on 8/1/2019.

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)

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)

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

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

Buyer's or Lessee's Initials

DE, SK
Owner's Initials

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

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

a. Private well

The Bielenberg Landing HOA has a private well, located at the water well pump house, across from lots 9&10. wonderful

quality & quantity.

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)

Just noticed on Aug. 1, 2023 2 screens need replacement in the upstairs guest bedroom on the west side.

14. 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:

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

16. HAZARD INSURANCE/DAMAGES/CLAIMS (past and present):

17. METHAMPHETAMINE: 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 drug lab and has has not been contaminated from smoke from the use of Methamphetamine. If the Property has been used as a clandestine Methamphetamine drug lab or contaminated from smoke from the use of Methamphetamine, Owner agrees to execute the Montana Association of REALTORS® "Methamphetamine 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 drug lab or the contamination of the Property from smoke from the use of Methamphetamine.

18. 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.

19. 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.

Buyer's or Lessee's Initials

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Owner's Property Disclosure Statement, October 2021
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JK, SK
Owner's Initials

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

159
160 If any of the following items or conditions exist relative to the Property, please check the box and provide
161 details below.

- 162 1. Asbestos.
163 2. Noxious weeds.
164 3. Pests, rodents.
165 4. Destructive insects such as termites, pine beetles or carpenter ants. (If the Property has been tested or
166 treated, attach documentation.)
167 5. Common walls, fences and driveways that may have any effect on the Property.
168 6. Encroachments, easements, or similar matters that may affect your interest in the Property.
169 7. Room additions, structural modifications, or other alterations or repairs made without necessary permits or
170 HOA and HOA architectural committee permission.
171 8. Room additions, structural modifications, or other alterations or repairs not in compliance with building
172 codes.
173 9. Health department or other governmental licensing, compliance or issues.
174 10. Landfill (compacted or otherwise) on the Property or any portion thereof.
175 11. Location in the floodplain, shoreline master plan, wetland or other environmentally sensitive area or work
176 conducted by Seller in or around any natural bodies of water.
177 12. Settling, slippage, sliding or other soil problems.
178 13. Flooding, draining, grading problems, or French drains.
179 14. Major damage to the Property or any of the structures from fire, earthquakes, floods, slides, etc.
180 15. Waste dump or disposal or landfill or commercial use in the vicinity of the Property which causes smoke,
181 smell, noise or other pollution.
182 16. Hazardous or Environmental Waste: Underground storage tanks or sump pits.
183 17. Neighborhood noise problems or other nuisances.
184 18. Violations of deed restrictions, restrictive covenants or other such obligations.
185 19. Zoning or Historic District violations, non-conforming uses, violations of "setback" requirements, etc.
186 20. Zoning, Historic District or land use change planned or being considered by the city or county.
187 21. Street or utility improvement planned that may affect or be assessed against the Property.
188 22. Property Owner's Association obligations (dues, lawsuits, transfer fees, initiation fees, etc.).
189 23. Proposed increase in the tax assessment value or homeowner's association dues for the Property.
190 24. "Common area" problems.
191 25. Tenant problems, defaults or other tenant issues.
192 26. Notices of abatement or citations against the Property.
193 27. Lawsuits or legal proceedings (including foreclosures and bankruptcies) affecting or threatening the
194 Property.
195 28. Airport affected area.
196 29. Pet damage
197 30. Property leases including post-closing short-term rental obligations, crop share agreements, mineral leases
198 or reservations.
199 31. Other matters as set forth below.

200
201 Additional details:

202 3. During the summer months, evidence of beneficial bats
203 can be found outside, in the vicinity of the outdoor storage
204 room. The bats migrate away in October. Also there are
205 some years when fall insects are noticeable outside,
206 and they will occasionally get inside. The house has been
207 caulked, chinked, and sealed inside and outside.
208

Buyer's or Lessee's Initials

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Owner's Property Disclosure Statement, October 2021
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W, SK
Owner's Initials

209 10. Landscape improvements initiated in 2010, which include:
210 driveway pavers, patio pavers, retaining wall, and flower
211 beds necessitated excavation. Although the majority
212 of the excavated soil was hauled away, some soil
213 was placed on the adjacent, empty lot, referred to as
214 Tract B.

215
216 12. Some exterior settling has taken place outside of the
217 dining area on the east, the east staircase leading
218 to the library deck and the library deck due to
219 the landscape improvements discussed in item 10
220 above. Please see letter from Chris Schlegal, Structural
221 Engineer with DCI Engineers.

222
223 13. A French drain was installed above the north part
224 of our property to protect our landscape, from highway
225 decking agents sourced from winter snow plowing.

226
227 22. The Bilenberg Landing HOA has an annual assessment
228 of \$750 for lots with houses and \$300 for vacant
229 lots. The assessment pays for the use and maintenance
230 of the water well and septic system, road resurfacing,
231 snow plowing, landscape maintenance, of the
232 "common areas," fire mitigation, and insurance.

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

259
260 Owner David Kirk David Kirk, Member Date _____
261
262 Owner Sue Kirk Sue Kirk, Member Date 8/5/2023

Buyer's or Lessee's Initials

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BUYER'S ACKNOWLEDGEMENT

Subject Property Address: 24037 Geri Ln Bigfork MT 59911
Swan Overlook Lots 1 & 2 in S15-T25N-R18W

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(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.



www.dci-engineers.com

Washington
Oregon
California
Texas
Alaska
Colorado
Montana

September 17, 2021

Susan Kirk
24037 Geri Lane
Swan Lake, MT

**Re: Foundation/Floor Settlement Investigation
24037 Geri Lane
Swan Lake, MT**

Dear Mrs. Kirk:

As requested, we conducted a site visit at the above noted residence on June 11 and September 14, 2018, September 25, 2019, and September 9, 2021 to review potential foundation and floor settlement/movement near the kitchen and dining room of the home and the exterior wood stairs and lower deck at the southeast corner of the home. While on-site we were accompanied by Susan Kirk, homeowner. The purpose of these site visits was to review the foundation/floor for settlement/movement, review the structural stability and provide recommendations. For the purpose of this site visit the front entry of the home will be considered the north side of the building.

We have checked levelness of the floors throughout the home and found the floor to be out of level between 1/8" and 1/2" in 6 feet at some locations, including the dining room of the home. It appears the south side of the dining room has settled, but this most likely has occurred just after original construction. There are no sheetrock cracks or tile cracks that would lead us to believe that the floor/foundation is currently settling. After floor levelness measurements during the June site visit, we recommended that the floor levelness/settlement be monitored in the next 3 to 5 years to verify that the floor movement/settlement is stable. Mrs. Kirk asked us to make a second site visit after the new floor tile had been placed to obtain baseline measurements for future monitoring. On September 14, 2018 we measured floor levelness throughout the home and found the floors to be slightly out of level between 1/8"-1/2". These deflections could be due to slight original foundation settlement or floor joist deflections.

On September 25, 2019 and September 9, 2021 we made a follow up site visits to monitor any changes in floor levelness since September 2018 and September 2019, respectively. We found that almost all of the floor levelness measurements were the same as our measurements in 2018 and 2019. A few measurements were 1/8" different from the original measurement, but none of the floor levelness measurements showed any signs of continued settlement at this time. We find the floor of the home to be stable at this time with no signs of continued movement. We do not anticipate continued floor movement as the floor measurements have been nearly the same over the last three years.

Mrs. Kirk has also asked us to review the stair landing, wood stairs, and deck framing near the southeast corner of the building. We also reviewed the segmental landscaping wall to the east of these stairs and the concrete wall with stone veneer that is built into a concrete/stone pier at the southeast corner of the home. We had found that the stair landing at the top of the east stairs was approximately 3" in 6 feet out of level in September 2019 and 3 3/3-4 1/8 in 6 feet out of level in September of 2021. The stair landing has continued to settle slightly in

the last couple of years. It is adequate to add pressure treated wood shims below the supporting wood beams, above the concrete piers to level the stair landing. This landing may continue to settle slightly in the future, but the wood landing could be shimmed again at that time. Another option would be to replace the concrete piers supporting this stair landing with deep foundations, such as helical piers or micro-piles.

In September 2019, the stair treads appeared to be approximately 2 ¼" in 4 feet out of level, and the deck landing below the stairs appears to be about 1 ½" to 2" in 6 feet out of level. In September 2021, these measurements have not changed, so movement does not appear to be continuing at the stairs and the lower landing. It is adequate to add pressure treated wood shims at the piers supporting the stairs and lower deck framing to bring the structure back to level.

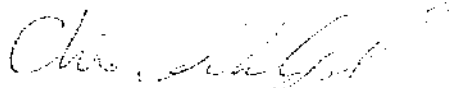
The segmental retaining wall has experienced lateral movement at the top three courses as shown by gaps in the segmental blocks. The top of the segmental wall could be reconstructed if desired to eliminate the gaps.

The concrete wall with stone veneer at the southeast lower deck had a ¾" - 1 ½" vertical crack in September 2019, about halfway between the corner of the home and the concrete/stone pier at the southeast corner of the home. We recommended monitoring the settlement of the stair landing, stairs, and lower decking framing as well as the gaps in segmental wall and crack width in the concrete wall with stone veneer until next Spring to determine if these elements are continuing to settle or if they are currently stable. In September 2021, we found that the cracks in the stone veneer to be unchanged since our last site visit. This leads us to believe that the wall is not currently moving, and the stone veneer can be repaired.

Mrs. Kirk asked us to review the glue-laminated deck beam above the southeast lower deck that has twisted slightly. It appears the beam has twisted slightly over time due to the drying out process. This is not an uncommon occurrence. The beam is structurally sound with the slight twist. The beam twist has caused the deck joists above not to have full bearing on top of the glue-laminated beam. We recommend adding wood shims below each deck joist to achieve full bearing. We also recommend adding pressure treated wood shims at the glue-laminated beam bearing on the east end between the beam and the concrete/stone pier.

After our site visits listed above, we have determined that the home and decks do not appear to be actively moving. Currently, we find the home to be structurally stable. The home could be continued to be monitored in the future to ensure future stability. Since our observations are preliminary in nature, we take no responsibility for any element of the home or the structure as a whole. Please contact our office if you have any questions or would like future recommendations for home stability.

Sincerely,
DCI Engineers



Chris Schlegel, PE
Principal