

MONTANA ASSOCIATION OF REALTORS® PROPERTY DISCLOSURE STATEMENT (COMMERCIAL)



Date: 11/23/2024

Property: 100 E Main St Cut Bank MT 59427

Seller(s): Daniel Garabedian High Mountain Storage, LLC

Seller Agent: Sandra Rae Johnson/Nan Wise

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 (Commercial) that has been completed and signed by the Seller(s), if one has been made available to the Seller Agent by the Seller(s). Regardless of whether Seller(s) has/have provided Seller Agent with an Owner's Property Disclosure Statement (Commercial), **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

Line 31 was marked in error, no phase I, II or III reports have been located. There is deferred maintenance in both structures.

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:  Sandra Rae Johnson  Nan Wise

11/23/2024 **Sandra Rae Johnson/Nan Wise** 11/23/24

Dated: _____

Buyer and Buyer Agent acknowledge receipt of this Property Disclosure Statement (Commercial).

Buyer Agent: _____

Buyer Agent Signature: _____

Dated: _____

Buyer Signature: _____

Dated: _____

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



1 Date: 11/23/2024

2
3 The undersigned Owner is the owner of certain real property located at _____
4 100 E Main St, in the City of Cut Bank,
5 County of Glacier, Montana, which real property is legally described as:
6 **CUT BANK ORIGINAL TOWNSITE, S12, T33 N, R06 W, BLOCK 010, Lot 002, LTS 2 & 3 LESS R/W**
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

- 15
16
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 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 and
24 hold any and all real estate agents involved, directly or indirectly, in the purchase and sale of the Property, harmless
25 from all claims for damages based upon the disclosures made in this Disclosure Statement along with the failure of the
26 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 above
29 date. **It is not a warranty or representation of any kind by the Owner and it is not a contract between Owner and**
30 **buyer. This disclosure statement is not a substitute for any inspections the buyer may wish to obtain.**
31

32 Please describe any adverse material facts concerning the items listed, or other components, fixtures or matters.

- 33
34 1. APPLIANCES: (Refrigerators, Microwave, Range, Dishwasher, Garbage Disposal, Oven, Trash Compactor,
35 Freezer, Washer, Dryer)
36 none
37
38
39 2. COMPONENTS and BUILT-IN SYSTEMS: (Water Softener, Water Conditioners, Exhaust Fans, Water Heater,
40 Washer/Dryer Hookups, Ceiling Fan, Intercoms, Remote Controls, T.V. Antenna, Satellite Dish, Central sound
41 systems, Wiring for phone, cable and internet, Security Alarms, Fire Alarms, Smoke Detectors, Garage Door
42 Openers, and Security Gates)
43 Furnace, car lift bath fixtures
44

_____/_____
Buyer's or Lessee's Initials

© 2024 Montana Association of REALTORS®
Owner's Property Disclosure Statement (Commercial), April 2024
Page 1 of 6

DG / _____
Owner's Initials

- 45 3. ELECTRICAL SYSTEM/UTILITY CONNECTIONS: (Wiring, Outlets, Switches, Services, Shorts, Alterations, and
46 Overloads, or known information concerning utility connections)
47 New panel
48 _____
49
- 50 4. PLUMBING: (including Pipes, Drains, Faucets, Fixtures, Sump Pumps and Toilets)
51 a. Faucets, fixtures, etc.
52 fixturesnone
53 _____
54
- 55 b. Private Septic Systems (Adherence to Health Codes, Clogging, Backing Up, Drain Field, Septic Tanks, Holding
56 Tanks, Grease Traps, Oil/Water Separators and Cesspools)
57 _____
58 _____
59
- 60 c. Septic Systems permit in compliance with existing use of Property
61 on sewer
62 _____
63
- 64 Date Septic System was last pumped? _____
65
- 66 d. Public Sewer Svstems (Clogging and Backing Up)
67 unknown
68 _____
69
- 70 5. HEATING, VENTILATION AND AIR-CONDITIONING SYSTEMS: (Central Heating including furnaces, Central Air
71 Conditioning including compressors, Heat pumps, Electric heating systems, Solar systems, Gas Leaks,
72 Thermostats, Wall/Window AC, Evaporator Coolers, Humidifiers, Propane tanks)_____
73 Central furnace in the shop
74 _____
75
- 76 6. ADDITIONAL HEAT SOURCES: (Gas, Pellet, Wood Stoves or Fireplaces) (Compliance with Air Quality Laws,
77 Chimney Cleanliness, Chimney Fires and Adherence to Codes in Installation)
78 none
79 _____
80
- 81 7. INSULATION: (Walls, Ceiling, Utility Bills, Vapor Barrier and Formaldehyde or Asbestos Insulation)
82 unknown
83 _____
84
- 85 8. OTHER BASIC COMPONENTS: (Interior Walls, Ceilings, Floors, Exterior Walls, Windows, Doors, Window
86 Screens, Slabs, Driveways, Sidewalks, Fences)
87 n
88 _____
89 _____
90 _____
91 _____
92 _____
93
- 94 9. BASEMENT: (Leakage, Flooding, Moisture or Evidence of Water, and Fuel Tanks)
95 none
96 _____
97
- 98 10. FOUNDATION: (Depth, Footings, Reinforcement, and Cracking)
99 unknown
100 _____

_____/_____
Buyer's or Lessee's Initials

© 2024 Montana Association of REALTORS®
Owner's Property Disclosure Statement (Commercial), April 2024
Page 2 of 6

Authentisign
DG

_____/_____
Owner's Initials

101 11. ROOF: (Rain Gutters, Leakage, Deterioration, Ice build ups and Structural Condition)
102 new roof on both buildings
103
104
105
106
107 12. WATER: (Well Production, Water Quality and Quantity, Water Rights and Abandoned Wells)
108 unknown
109
110
111 a. Private well
112 none
113
114
115 b. Public or community water systems
116 unknown
117
118
119 13. ANCILLARY BUILDINGS: (Window Screens, Underground Sprinklers systems and controls, Partially landscaped
120 or un-landscaped yard)
121 no
122
123
124 14. NUISANCE/HAZARDOUS MATERIALS: Waste dump or disposal or landfill or gravel pit or commercial use in the
125 vicinity of the Property, existing or proposed, which may cause smoke, smell, noise or other nuisance, annoyance
126 or pollution, any hazardous materials or pest infestations located on the Property or in the immediate area:
127 unknown. The area is known for ground contamination
128
129
130 15. ALTERATIONS: (whether any substantial additions or alterations have been made to the Property without any
131 required permit)
132 unknown
133
134
135 16. ACCESS/OWNERSHIP: (If the Property is not on a public street note any Driveway Agreements, Private Easements
136 and Legal Disputes Concerning Access; matters affecting legal ownership or title to the Property or the Seller's
137 ability to transfer the Property)
138 NA
139
140
141 17. SOILS: Whether there are any problems with settling, soil, standing water, or drainage on the Property or in the
142 immediate area:
143 no
144
145
146 18. HAZARD INSURANCE/DAMAGES/CLAIMS (past and present):
147 none
148

_____/_____
Buyer's or Lessee's Initials

© 2024 Montana Association of REALTORS®
Owner's Property Disclosure Statement (Commercial), April 2024
Page 3 of 6

 / _____
Owner's Initials

19. 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.
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:
I think tanks were removed.

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. ☐ Building additions, structural modifications, or other alterations or repairs made without necessary permits or association and architectural committee permission.
8. ☐ Building additions, structural modifications, or other alterations or repairs not in compliance with building codes.
9. ☐ Health department or other governmental licensing, compliance or issues.
10. ☐ Landfill (compacted or otherwise) on the Property or any portion thereof.
11. ☐ Location in the floodplain, shoreline master plan, wetland or other environmentally sensitive area or work conducted by Seller in or around any natural bodies of water.
12. ☐ Settling, slippage, sliding or other soil problems.
13. ☐ Flooding, draining, grading problems, or French drains.
14. ☐ Major damage to the Property or any of the structures from fire, earthquakes, floods, slides, etc.
15. ☐ Waste dump or disposal or landfill or commercial use in the vicinity of the Property which causes smoke, smell, noise or other pollution.
16. ☐ Hazardous or Environmental Waste: Underground storage tanks or sump pits.
17. ☐ Neighborhood noise problems or other nuisances.
18. ☐ Violations of deed restrictions, restrictive covenants or other such obligations.
19. ☐ Zoning or Historic District violations, non-conforming uses, violations of "setback" requirements, etc.

Buyer's or Lessee's Initials

© 2024 Montana Association of REALTORS®
Owner's Property Disclosure Statement (Commercial), April 2024
Page 4 of 6

DG / _____
Owner's Initials

- 20. ☐ Zoning, Historic District or land use change planned or being considered by the city or county.
- 21. ☐ Street or utility improvement planned that may affect or be assessed against the Property.
- 22. ☐ Property Owner's Association obligations (dues, lawsuits, transfer fees, initiation fees, etc.).
- 23. ☐ Proposed increase in the tax assessment value or homeowner's association dues for the Property.
- 24. ☐ "Common area" problems.
- 25. ☐ Tenant problems, defaults or other tenant issues.
- 26. ☐ Notices of abatement or citations against the Property.
- 27. ☐ Lawsuits or legal proceedings (including foreclosures and bankruptcies) affecting or threatening the Property.
- 28. ☐ Airport affected area.
- 29. ☐ Animal damage.
- 30. ☐ Property leases including post-closing short-term rental obligations, crop share agreements, mineral leases or reservations.
- 31. ☒ Environmental Phase I, II or III and any environmental reports or remediation records or known Environmental conditions
- 32. ☐ Railroad leases affecting the Property .
- 33. ☐ Other matters as set forth below including environmental issues, structural system issues, mechanical issues, legal issues, physical issues, or others not listed above of which the Seller has actual knowledge concerning the Property.

Additional details:

Possible ground contamination. The area is known for it.

261 _____
262 _____
263 _____
264 _____
265 _____
266 _____
267 _____
268 _____
269 _____
270 _____

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

273 Daniel Garabedian 11/23/2024
274 _____

275 Owner's Signature **Daniel Garabedian for High Mountain Storage, LLC** Date

276 _____

277 _____
278 Owner's Signature Date

280
281 **BUYER'S/LESSEE'S ACKNOWLEDGEMENT**

282
283 Subject Property Address: 100 E Main St Cut Bank MT 59427
284 **CUT BANK ORIGINAL TOWNSITE, S12, T33 N, R06 W, BLOCK 010, Lot 002, LTS 2 & 3 LESS R/W**
285 _____
286 _____

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

291
292 Buyer(s)/Lessee(s) is/are encouraged to obtain professional advice, inspections or both of the Property and to provide
293 for appropriate provisions in a contract between buyer(s) and owner(s) with respect to any advice, inspections or
294 defects. **Buyer(s) are not relying upon this property disclosure statement for buyer(s)' determination of the**
295 **overall condition of the Property in lieu of other inspections, reports or advice.**

296
297 I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS STATEMENT.

298
299 _____
300 Buyer's/Lessee's Signature Date

301 _____

302 _____
303 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.