



# MONTANA ASSOCIATION OF REALTORS® PROPERTY DISCLOSURE STATEMENT (COMMERCIAL)



1 Date: 10/04/2024  
 2  
 3 Property: 116 Redwood Lane Seeley Lake MT 59868-1572  
 4 Seller(s): Connie Clark  
 5 Seller Agent: Dana M. Losee  
 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 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
- 10
- 11 • 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.
- 12
- 13
- 14

15 The Seller Agent identified above is providing the attached Owner's Property Disclosure Statement (Commercial) that  
 16 has been 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 (Commercial), **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 \_\_\_\_\_  
 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: Dana M. Losee  
 36 Dana M. Losee

37 Dated: \_\_\_\_\_

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

39  
 40 Buyer Agent: \_\_\_\_\_

41  
 42 Buyer Agent Signature: \_\_\_\_\_

43  
 44 Dated: \_\_\_\_\_

45  
 46 Buyer Signature: \_\_\_\_\_

47  
 48 Dated: \_\_\_\_\_

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



1 Date: 10/04/2024

2  
3 The undersigned Owner is the owner of certain real property located at \_\_\_\_\_  
4 116 Redwood Lane, in the City of Seeley Lake,  
5 County of Missoula, Montana, which real property is legally described as:  
6 SEELEY LAKE HOMESITES #10A, S03, T16 N, R15W, BLOCK 1, Lot 10  
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**

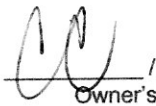
- 17  
18  Owner has never occupied the Property.  
19  Owner has not occupied the Property since \_\_\_\_\_ (date).  
20

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

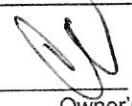
28 This information is a disclosure by the Owner of known adverse material facts concerning the Property as of the above  
29 date. **It is not a warranty or representation of any kind by the Owner and it is not a contract between Owner and  
30 buyer. This disclosure statement is not a substitute for 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 \_\_\_\_\_  
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 \_\_\_\_\_  
44 \_\_\_\_\_

\_\_\_\_\_/\_\_\_\_\_  
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- 45 3. ELECTRICAL SYSTEM: (Wiring, Outlets, Switches, Services, Shorts, Alterations, and Overloads)  
 46 \_\_\_\_\_  
 47 \_\_\_\_\_  
 48  
 49 4. PLUMBING: (including Pipes, Drains, Faucets, Fixtures, Sump Pumps and Toilets)  
 50 a. Faucets, fixtures, etc.  
 51 \_\_\_\_\_  
 52 \_\_\_\_\_  
 53  
 54 b. Private Septic Systems (Adherence to Health Codes, Clogging, Backing Up, Drain Field, Septic Tanks, Holding  
 55 Tanks, Grease Traps, Oil/Water Separators and Cesspools)  
 56 \_\_\_\_\_  
 57 \_\_\_\_\_  
 58  
 59 c. Septic Systems permit in compliance with existing use of Property  
 60 \_\_\_\_\_  
 61 \_\_\_\_\_  
 62 Date Septic System was last pumped? \_\_\_\_\_  
 63  
 64 d. Public Sewer Systems (Clogging and Backing Up)  
 65 \_\_\_\_\_  
 66 \_\_\_\_\_  
 67  
 68  
 69 5. HEATING, VENTILATION AND AIR-CONDITIONING SYSTEMS: (Central Heating including furnaces, Central Air  
 70 Conditioning including compressors, Heat pumps, Electric heating systems, Solar systems, Gas Leaks,  
 71 Thermostats, Wall/Window AC, Evaporator Coolers, Humidifiers, Propane tanks) \_\_\_\_\_  
 72 \_\_\_\_\_  
 73 \_\_\_\_\_  
 74  
 75 6. ADDITIONAL HEAT SOURCES: (Gas, Pellet, Wood Stoves or Fireplaces) (Compliance with Air Quality Laws,  
 76 Chimney Cleanliness, Chimney Fires and Adherence to Codes in Installation)  
 77 \_\_\_\_\_  
 78 \_\_\_\_\_  
 79  
 80 7. INSULATION: (Walls, Ceiling, Utility Bills, Vapor Barrier and Formaldehyde or Asbestos Insulation)  
 81 \_\_\_\_\_  
 82 \_\_\_\_\_  
 83  
 84 8. OTHER BASIC COMPONENTS: (Interior Walls, Ceilings, Floors, Exterior Walls, Windows, Doors, Window  
 85 Screens, Slabs, Driveways, Sidewalks, Fences)  
 86 \_\_\_\_\_  
 87 \_\_\_\_\_  
 88 \_\_\_\_\_  
 89 \_\_\_\_\_  
 90 \_\_\_\_\_  
 91 \_\_\_\_\_  
 92  
 93 9. BASEMENT: (Leakage, Flooding, Moisture or Evidence of Water, and Fuel Tanks)  
 94 \_\_\_\_\_  
 95 \_\_\_\_\_  
 96  
 97 10. FOUNDATION: (Depth, Footings, Reinforcement, and Cracking)  
 98 \_\_\_\_\_  
 99 \_\_\_\_\_

\_\_\_\_\_/\_\_\_\_\_  
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- 100 11. ROOF: (Rain Gutters, Leakage, Deterioration, Ice build ups and Structural Condition)
- 101 \_\_\_\_\_
- 102 \_\_\_\_\_
- 103 \_\_\_\_\_
- 104 \_\_\_\_\_
- 105
- 106 12. WATER: (Well Production, Water Quality and Quantity, Water Rights and Abandoned Wells)
- 107 \_\_\_\_\_
- 108 \_\_\_\_\_
- 109
- 110 a. Private well
- 111 N/A
- 112 \_\_\_\_\_
- 113
- 114 b. Public or community water systems
- 115 \_\_\_\_\_
- 116 \_\_\_\_\_
- 117
- 118 13. ANCILLARY BUILDINGS: (Window Screens, Underground Sprinklers systems and controls, Partially landscaped
- 119 or un-landscaped yard)
- 120 \_\_\_\_\_
- 121 \_\_\_\_\_
- 122
- 123 14. Waste dump or disposal or landfill or gravel pit or commercial use in the vicinity of the Property, existing or proposed,
- 124 which may cause smoke, smell, noise or other nuisance, annoyance or pollution:
- 125 \_\_\_\_\_
- 126 \_\_\_\_\_
- 127
- 128 15. ACCESS: (If the Property is not on a public street note any Driveway Agreements, Private Easements and Legal
- 129 Disputes Concerning Access)
- 130 \_\_\_\_\_
- 131 \_\_\_\_\_
- 132
- 133 16. HAZARD INSURANCE/DAMAGES/CLAIMS (past and present):
- 134 \_\_\_\_\_
- 135 \_\_\_\_\_
- 136
- 137 17. METHAMPHETAMINE: If the Property is inhabitable real property, the Owner represents to the best of Owner's
- 138 knowledge that the Property  has  has not been used as a clandestine Methamphetamine drug lab and
- 139  has  has not been contaminated from smoke from the use of Methamphetamine. If the Property has been
- 140 used as a clandestine Methamphetamine drug lab or contaminated from smoke from the use of Methamphetamine,
- 141 Owner agrees to execute the Montana Association of REALTORS® "Methamphetamine Disclosure Notice" and
- 142 provide any documents or other information that may be required under Montana law concerning the use of the
- 143 Property as a clandestine Methamphetamine drug lab or the contamination of the Property from smoke from the
- 144 use of Methamphetamine.
- 145
- 146 18. RADON: If the Property is inhabitable real property as defined in the Montana Radon Control Act, Owner represents
- 147 that to the best of Owner's knowledge the Property  has  has not been tested for radon gas and/or radon
- 148 progeny and the Property  has  has not received mitigation or treatment for the same. If the Property has
- 149 been tested for radon gas and/or radon progeny, attached are any test results along with any evidence of mitigation
- 150 or treatment.

\_\_\_\_\_/\_\_\_\_\_  
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- 151 19. LEAD-BASED PAINT: If a residential dwelling exists on the Property and was built before the year 1978, Owner  
 152  has  has no knowledge of lead-based paint and/or lead-based paint hazards on the Property. If Owner has  
 153 knowledge of lead-based paint and/or lead-based paint hazards on the Property, attached are all pertinent reports  
 154 and records concerning that knowledge.  
 155
- 156 20. MOLD: If the Property is inhabitable real property as defined in the Montana Mold Disclosure Act, the Owner  
 157 represents to the best of Owner's knowledge that the Property  has  has not been tested for mold and that  
 158 the Property  has  has not received mitigation or treatment for mold. If the Property has been tested for mold  
 159 or has received mitigation or treatment for mold, attached are any documents or other information that may be  
 160 required under Montana law concerning such testing, treatment or mitigation.  
 161

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

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

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203 Additional details:

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

252 Connie M Clark  
253 \_\_\_\_\_  
254 Owner's Signature **Connie M Clark**

10-4-2024  
Date

255 \_\_\_\_\_  
256 \_\_\_\_\_  
257 Owner's Signature

\_\_\_\_\_  
Date

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**BUYER'S/LESSEE'S ACKNOWLEDGEMENT**

Subject Property Address: 116 Redwood Lane Seeley Lake MT 59868-1572  
SEELEY LAKE HOMESITES #10A, S03, T16 N, R15W, BLOCK 1, Lot 10

Buyer(s)/Lessee(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)/Lessee(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.