

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



Date: 6/14/23

The undersigned Owner is the owner of certain real property located at 5330 York Rd,
in the City of Helena,
County of Lewis + Clark, Montana, which real property is legally described as:

LGS minor Subd, S27, T11 N, R02 W, Acres 2.12,
lot B2-A, COS 3284447

(hereafter the "Property"). Owner executes this Disclosure Statement to disclose to prospective buyers all adverse material facts which concern the Property. Montana law defines an adverse material fact as a fact that should be recognized as being of enough significance as to affect a person's decision to enter into a contract to buy or sell real property and may be a fact that materially affects the value of the Property, that affects the structural integrity of the Property, or that presents a documented health risk to occupants of the Property.

OWNER'S DISCLOSURE

- ☐ Owner has never occupied the Property.
☐ Owner has not occupied the Property since _____ (date).

The Owner declares that the Owner has prepared this Disclosure Statement and any attachments thereto based on any adverse material facts known to the Owner. Owner hereby authorizes providing a copy of this Statement to any person or entity in connection with any actual or anticipated sale of the Property. Owner further agrees to indemnify and hold any and all real estate agents involved, directly or indirectly, in the purchase and sale of the Property, harmless from all claims for damages based upon the disclosures made in this Disclosure Statement along with the failure of the Owner to disclose any adverse material facts known to the Owner.

This information is a disclosure by the Owner of known adverse material facts concerning the Property as of the above date. **It is not a warranty or representation of any kind by the Owner and it is not a contract between Owner and buyer. This disclosure statement is not a substitute for any inspections the buyer may wish to obtain.**

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

1. APPLIANCES: (Refrigerators, Microwave, Range, Dishwasher, Garbage Disposal, Oven, Trash Compactor, Freezer, Washer, Dryer)

none noted ALL in good condition

2. COMPONENTS and BUILT-IN SYSTEMS: (Water Softener, Water Conditioners, Exhaust Fans, Water Heater, Washer/Dryer Hookups, Ceiling Fan, Intercoms, Remote Controls, T.V. Antenna, Satellite Dish, Central sound systems, Wiring for phone, cable and internet, Security Alarms, Fire Alarms, Smoke Detectors, Garage Door Openers, and Security Gates)

none noted

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SJS / _____
Owner's Initials

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

Breaker System - maintained by 406 Electric

4. PLUMBING: (including Pipes, Drains, Faucets, Fixtures, Sump Pumps and Toilets)

a. Faucets, fixtures, etc.

none noted

b. Private Septic Systems (Adherence to Health Codes, Clogging, Backing Up, Drain Field, Septic Tanks, Holding Tanks, Grease Traps, Oil/Water Separators and Cesspools)

none noted

c. Septic Systems permit in compliance with existing use of Property

yes

Date Septic System was last pumped?

6/02/22

d. Public Sewer Systems (Clogging and Backing Up)

none noted

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)

none noted

7. INSULATION: (Walls, Ceiling, Utility Bills, Vapor Barrier and Formaldehyde or Asbestos Insulation)

none noted

8. OTHER BASIC COMPONENTS: (Interior Walls, Ceilings, Floors, Exterior Walls, Windows, Doors, Window Screens, Slabs, Driveways, Sidewalks, Fences)

none noted

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

none noted

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

none noted

_____/_____
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Owner's Initials

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

none noted

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

none noted

a. Private well

Shared well + Electric's connected to store

b. Public or community water systems

none noted

13. ANCILLARY BUILDINGS: (Window Screens, Underground Sprinklers systems and controls, Partially landscaped or un-landscaped yard)

partially landscaped

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:

Dump Station service on property for RV's

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

none noted

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

none noted

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.

20. 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.

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.
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.

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
253 Sandra J Gort 6/14/23
254 Owner's Signature Date

255
256 _____
257 Owner's Signature Date

_____/_____
Buyer's or Lessee's Initials

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

259 Subject Property Address: 5330 York Road

260 Helena MT 59602

261

262

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264 Buyer(s)/Lessee(s) understand that the foregoing disclosure statement sets forth any adverse material facts concerning

265 the Property that are known to the Owner. **The disclosure statement does not provide any representations or**

266 **warranties concerning the Property, nor does the fact this disclosure statement fails to note an adverse material**

267 **fact concerning a particular feature, fixture or element imply that the same is free of defects.**

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269 Buyer(s)/Lessee(s) is/are encouraged to obtain professional advice, inspections or both of the Property and to provide

270 for appropriate provisions in a contract between buyer(s) and owner(s) with respect to any advice, inspections or

271 defects. **Buyer(s) are not relying upon this property disclosure statement for buyer(s)' determination of the**

272 **overall condition of the Property in lieu of other inspections, reports or advice.**

273

274 I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS STATEMENT.

275

276 _____

277 Buyer's/Lessee's Signature

Date

278

279 _____

280 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.

MONTANA ASSOCIATION OF REALTORS®
PROPERTY DISCLOSURE STATEMENT (COMMERCIAL)



1 Date: 6-14-2023
2
3 Property: 5330 York Rd. Helena MT 59602
4 Seller(s): Sunflower LLC / Sandra J. Gast
5 Seller Agent: Elizabeth Tobin / Golden West Real Estate
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 known
- 9 to the seller agent, except that the seller agent is not required to inspect the property or verify any statements
- 10 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.
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- 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
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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.

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35 Seller Agent Signature: Elizabeth Tobin

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37 Dated: 6-14-2023

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

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41 Buyer Agent Signature: _____

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43 Buyer Agent Signature: _____

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45 Dated: _____

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47 Buyer Signature: _____

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49 Dated: _____