

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



1 Date: 6/14/23

2
3 The undersigned Owner is the owner of certain real property located at 5330 York Rd,
4 in the City of Helena,
5 County of Lewis + Clark, Montana, which real property is legally described as:
6
7 LGS Minor Subd, S27, T11 N, R02 W, Acres 2.12,
8 Lot B2-A, C05 3284447

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

14
15 **OWNER'S DISCLOSURE**
16

17
18 Owner has never occupied the Property.
19 Owner has not occupied the Property since _____ (date).

20 The Owner declares that the Owner has prepared this Disclosure Statement and any attachments thereto based on
21 any adverse material facts known to the Owner. Owner hereby authorizes providing a copy of this Statement to any
22 person or entity in connection with any actual or anticipated sale of the Property. Owner further agrees to indemnify and
23 hold any and all real estate agents involved, directly or indirectly, in the purchase and sale of the Property, harmless
24 from all claims for damages based upon the disclosures made in this Disclosure Statement along with the failure of the
25 Owner to disclose any adverse material facts known to the Owner.
26

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

30
31 Please describe any adverse material facts concerning the items listed, or other components, fixtures or matters.

32
33 1. APPLIANCES: (Refrigerators, Microwave, Range, Dishwasher, Garbage Disposal, Oven, Trash Compactor,
34 Freezer, Washer, Dryer)
35 none noted ALL in good condition

36
37
38 2. COMPONENTS and BUILT-IN SYSTEMS: (Water Softener, Water Conditioners, Exhaust Fans, Water Heater,
39 Washer/Dryer Hookups, Ceiling Fan, Intercoms, Remote Controls, T.V. Antenna, Satellite Dish, Central sound
40 systems, Wiring for phone, cable and internet, Security Alarms, Fire Alarms, Smoke Detectors, Garage Door
41 Openers, and Security Gates)

42
43 none noted

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

46 Breaker System - maintained by 406 Electric

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

48 a. Faucets, fixtures, etc.

49 none noted

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

52 none noted

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

54 yes

55 Date Septic System was last pumped? 10/02/22

56 d. Public Sewer Systems (Clogging and Backing Up)

57 none noted

58 5. HEATING, VENTILATION AND AIR-CONDITIONING SYSTEMS: (Central Heating including furnaces, Central Air
59 Conditioning including compressors, Heat pumps, Electric heating systems, Solar systems, Gas Leaks,
60 Thermostats, Wall/Window AC, Evaporator Coolers, Humidifiers, Propane tanks)

61 6. ADDITIONAL HEAT SOURCES: (Gas, Pellet, Wood Stoves or Fireplaces) (Compliance with Air Quality Laws,
62 Chimney Cleanliness, Chimney Fires and Adherence to Codes in Installation)

63 none noted

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

65 none noted

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

68 none noted

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

70 none noted

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

72 none noted

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

101 none noted

102
103
104
105
106 12. WATER: (Well Production, Water Quality and Quantity, Water Rights and Abandoned Wells)

107 none noted

108 a. Private well

109 Shared well + Electricity is connected to store

110 b. Public or community water systems

111 none noted

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

114 Partially landscaped

115 14. Waste dump or disposal or landfill or gravel pit or commercial use in the vicinity of the Property, existing or proposed,
116 which may cause smoke, smell, noise or other nuisance, annoyance or pollution:

117 Dump Station Service on property for RV's

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

120 none noted

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

122 none noted

123 17. METHAMPHETAMINE: If the Property is inhabitable real property, the Owner represents to the best of Owner's
124 knowledge that the Property has has not been used as a clandestine Methamphetamine drug lab and
125 has has not been contaminated from smoke from the use of Methamphetamine. If the Property has been
126 used as a clandestine Methamphetamine drug lab or contaminated from smoke from the use of Methamphetamine,
127 Owner agrees to execute the Montana Association of REALTORS® "Methamphetamine Disclosure Notice" and
128 provide any documents or other information that may be required under Montana law concerning the use of the
129 Property as a clandestine Methamphetamine drug lab or the contamination of the Property from smoke from the
130 use of Methamphetamine.

131 18. RADON: If the Property is inhabitable real property as defined in the Montana Radon Control Act, Owner represents
132 that to the best of Owner's knowledge the Property has has not been tested for radon gas and/or radon
133 progeny and the Property has has not received mitigation or treatment for the same. If the Property has
134 been tested for radon gas and/or radon progeny, attached are any test results along with any evidence of mitigation
135 or treatment.

Buyer's or Lessee's Initials /

© 2021 Montana Association of REALTORS®
Owner's Property Disclosure Statement (Commercial), October 2021


Owner's Initials

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

160
161 If any of the following items or conditions exist relative to the Property, please check the box and provide
162 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.

Buyer's or Lessee's Initials

/ _____

Owner's Property Disclosure Statement (Commercial), October 2021
Page 4 of 6



/ _____

Owner's Initials

203 Additional details:

204 _____
205 _____
206 _____
207 _____
208 _____
209 _____
210 _____
211 _____
212 _____
213 _____
214 _____
215 _____
216 _____
217 _____
218 _____
219 _____
220 _____
221 _____
222 _____
223 _____
224 _____
225 _____
226 _____
227 _____
228 _____
229 _____
230 _____
231 _____
232 _____
233 _____
234 _____
235 _____
236 _____
237 _____
238 _____
239 _____
240 _____
241 _____
242 _____
243 _____
244 _____
245 _____
246 _____
247 _____
248 _____
249 _____

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 Samcha J. Gant

253 Owner's Signature

254 6/14/23

255 Date

256 Owner's Signature

257 Date

Buyer's or Lessee's Initials / _____

BUYER'S/LESSEE'S ACKNOWLEDGEMENT

Subject Property Address: 5330 York Road
Helena MT 59602

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.

MONTANA ASSOCIATION OF REALTORS®
PROPERTY DISCLOSURE STATEMENT (COMMERCIAL)



1 Date: 6-14-2023

2 Property: 5330 York Rd. Helena MT 59602
3 Seller(s): Sunflower Inc / Sandie J. Gast
4 Seller Agent: Elizabeth Tobin / Golden West Real Estate

5 Concerning adverse material facts, Montana law provides that a seller agent is obligated to:
6

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

12 The Seller Agent identified above is providing the attached Owner's Property Disclosure Statement (Commercial) that
13 has been completed and signed by the Seller(s), if one has been made available to the Seller Agent by the Seller(s).
14 Regardless of whether Seller(s) has/have provided Seller Agent with an Owner's Property Disclosure Statement
15 (Commercial), **except as set forth below**, the Seller Agent has no personal knowledge:
16

17 (i) about adverse material facts that concern the Property or
18 (ii) regarding the veracity (accuracy) of any information regarding adverse material facts that concern
19 the Property

20 _____
21 _____
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 Seller Agent Signature: Elizabeth Tobin

35 Dated: 6-14-2023

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

37 Buyer Agent: _____

38 Buyer Agent Signature: _____

39 Dated: _____

40 Buyer Signature: _____

41 Dated: _____