



MONTANA ASSOCIATION OF REALTORS® PROPERTY DISCLOSURE STATEMENT (COMMERCIAL)



1 Date: 04/06/2025

2

3 Property: 801 N Fee St Helena MT 59601

4 Seller(s): Gomez Properties LLC & Gomez Properties LLC

5 Seller Agent: Wayne Woodland / Carson Woodland

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

10 to the seller agent, except that the seller agent is not required to inspect the property or verify any statements

11 made by the seller; and

12 • disclose to a buyer or the buyer agent when the seller agent has no personal knowledge of the veracity of

13 information regarding adverse material facts that concern the property.

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.

34

35 Seller Agent Signature:  Wayne Woodland  Carson Woodland

36 04/06/2025 Wayne Woodland / Carson Woodland 04/06/25

37 Dated: _____

38

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

40

41 Buyer Agent: _____

42

43 Buyer Agent Signature: _____

44

45 Dated: _____

46

47 Buyer Signature: _____

48

49 Dated: _____

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



1 Date: 04/06/2025

2
3 The undersigned Owner is the owner of certain real property located at
4 801 N Fee St, in the City of Helena,
5 County of Lewis & Clark, Montana, which real property is legally described as:

6 The West 37 feet of Lot 12 and all of Lots 13, 14, 15, and 16 in Block 94 of Northern Pacific
7 Addition NO. 2 to the City of Helena as shown on Certificate of Survey filed under document
8 number 619969, records of Lewis and Clark County, Montana

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

Buyer's or Lessee's Initials

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Owner's Property Disclosure Statement (Commercial), April 2024
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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 _____
48 _____
49
- 50 4. PLUMBING: (including Pipes, Drains, Faucets, Fixtures, Sump Pumps and Toilets)
51 a. Faucets, fixtures, etc.
52 _____
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 _____
62 _____
63
- 64 Date Septic System was last pumped? _____
65
- 66 d. Public Sewer Systems (Clogging and Backing Up)
67 _____
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 _____
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 _____
79 _____
80
- 81 7. INSULATION: (Walls, Ceiling, Utility Bills, Vapor Barrier and Formaldehyde or Asbestos Insulation)
82 _____
83 _____
84
- 85 8. OTHER BASIC COMPONENTS: (Interior Walls, Ceilings, Floors, Exterior Walls, Windows, Doors, Window
86 Screens, Slabs, Driveways, Sidewalks, Fences)
87 _____
88 _____
89 _____
90 _____
91 _____
92 _____
93
- 94 9. BASEMENT: (Leakage, Flooding, Moisture or Evidence of Water, and Fuel Tanks)
95 _____
96 _____
97
- 98 10. FOUNDATION: (Depth, Footings, Reinforcement, and Cracking)
99 _____
100 _____

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Owner's Initials

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

102 _____

103 _____

104 _____

105 _____

106 _____

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

108 _____

109 _____

110 _____

111 a. Private well

112 _____

113 _____

114 _____

115 b. Public or community water systems

116 _____

117 _____

118 _____

119 13. ANCILLARY BUILDINGS: (Window Screens, Underground Sprinklers systems and controls, Partially landscaped

120 or un-landscaped yard)

121 _____

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 _____

128 _____

129 _____

130 15. ALTERATIONS: (whether any substantial additions or alterations have been made to the Property without any

131 required permit)

132 _____

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 _____

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 _____

144 _____

145 _____



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

147 _____

148 _____

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 / 
Owner's Initials

- 149 19. METHAMPHETAMINE: If the Property is inhabitable real property, the Owner represents to the best of Owner's
 150 knowledge that the Property ☐ has ☒ has not been used as a clandestine Methamphetamine drug lab and
 151 ☐ has ☒ has not been contaminated from smoke from the use of Methamphetamine. If the Property has been
 152 used as a clandestine Methamphetamine drug lab or contaminated from smoke from the use of Methamphetamine,
 153 Owner agrees to execute the Montana Association of REALTORS® "Methamphetamine Disclosure Notice" and
 154 provide any documents or other information that may be required under Montana law concerning the use of the
 155 Property as a clandestine Methamphetamine drug lab or the contamination of the Property from smoke from the
 156 use of Methamphetamine.
 157
- 158 20. RADON: If the Property is inhabitable real property as defined in the Montana Radon Control Act, Owner represents
 159 that to the best of Owner's knowledge the Property ☐ has ☒ has not been tested for radon gas and/or radon
 160 progeny and the Property ☐ has ☒ has not received mitigation or treatment for the same. If the Property has
 161 been tested for radon gas and/or radon progeny, attached are any test results along with any evidence of mitigation
 162 or treatment.
 163
- 164 21. LEAD-BASED PAINT: If a residential dwelling exists on the Property and was built before the year 1978, Owner
 165 ☐ has ☒ has no knowledge of lead-based paint and/or lead-based paint hazards on the Property. If Owner has
 166 knowledge of lead-based paint and/or lead-based paint hazards on the Property, attached are all pertinent reports
 167 and records concerning that knowledge.
 168
- 169 22. MOLD: If the Property is inhabitable real property as defined in the Montana Mold Disclosure Act, the Owner
 170 represents to the best of Owner's knowledge that the Property ☐ has ☒ has not been tested for mold and that
 171 the Property ☐ has ☒ has not received mitigation or treatment for mold. If the Property has been tested for mold
 172 or has received mitigation or treatment for mold, attached are any documents or other information that may be
 173 required under Montana law concerning such testing, treatment or mitigation.
 174
- 175 23. OTHER TESTING OR TREATMENTS: Has the Property been tested or treated for the presence of fuel or chemical
 176 storage tanks, asbestos, or contaminated soil or water:
 177 _____
 178 _____
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180 **If any of the following items or conditions exist relative to the Property, please check the box and provide**
 181 **details below.**

- 182 1. ☐ Asbestos.
 183 2. ☐ Noxious weeds.
 184 3. ☐ Pests, rodents.
 185 4. ☐ Destructive insects such as termites, pine beetles or carpenter ants. (If the Property has been tested or
 186 treated, attach documentation.)
 187 5. ☐ Common walls, fences and driveways that may have any effect on the Property.
 188 6. ☐ Encroachments, easements, or similar matters that may affect your interest in the Property.
 189 7. ☐ Building additions, structural modifications, or other alterations or repairs made without necessary permits
 190 or association and architectural committee permission.
 191 8. ☐ Building additions, structural modifications, or other alterations or repairs not in compliance with building codes.
 192 9. ☐ Health department or other governmental licensing, compliance or issues.
 193 10. ☐ Landfill (compacted or otherwise) on the Property or any portion thereof.
 194 11. ☐ Location in the floodplain, shoreline master plan, wetland or other environmentally sensitive area or work
 195 conducted by Seller in or around any natural bodies of water.
 196 12. ☐ Settling, slippage, sliding or other soil problems.
 197 13. ☐ Flooding, draining, grading problems, or French drains.
 198 14. ☐ Major damage to the Property or any of the structures from fire, earthquakes, floods, slides, etc.
 199 15. ☐ Waste dump or disposal or landfill or commercial use in the vicinity of the Property which causes smoke,
 200 smell, noise or other pollution.
 201 16. ☐ Hazardous or Environmental Waste: Underground storage tanks or sump pits.
 202 17. ☐ Neighborhood noise problems or other nuisances.
 203 18. ☐ Violations of deed restrictions, restrictive covenants or other such obligations.
 204 19. ☐ Zoning or Historic District violations, non-conforming uses, violations of "setback" requirements, etc.

 Buyer's or Lessee's Initials

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 Owner's Initials

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AuthenticSign

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Owner's Initials

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

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Eric L Mason, Member

04/06/2025

Owner's Signature Eric L Mason, Member

Date

Heath D Mason, Member

04/08/2025

Owner's Signature Heath D Mason, Member

Date

BUYER'S/LESSEE'S ACKNOWLEDGEMENT

Subject Property Address: 801 N Fee St Helena MT 59601
The West 37 feet of Lot 12 and all of Lots 13, 14, 15, and 16 in Block 94 of Northern Pacific
Addition NO. 2 to the City of Helena as shown on Certificate of Survey filed under document
number 619969, records of Lewis and Clark County, Montana

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.