

MONTANA ASSOCIATION OF REALTORS® PROPERTY DISCLOSURE STATEMENT (COMMERCIAL)



1 Date: 12/08/2025

2
3 Property: 600 South Avenue West, Missoula, MT 59801

4 Seller(s): Badgley International LLC

5 Seller Agent: Julie Gardner and Peter Lambros

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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
- 12 • 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.
- 13
- 14

15 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:

- 16
- 17
- 18
- 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 the Property
- 21

22 Per inspection from previous buyers: The shingle roof section was found to be at or near the end of its useful life, and repairs are needed on the membrane section. Some modifications to the metal section may also be recommended. There is water damage to exterior components including fascia, siding, and roof sheathing. Rooftop HVAC unit and associated ductwork are at or near the end of their expected service life. The inspector also noted a lack of grease trap, but this was in error as there is a grease trap located near the espresso machine in the floor.

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29 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.

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35 Seller Agent Signature: Julie Gardner dotloop verified
01/05/26 9:24 AM MST
Q0XR-VUDF-TLC3-GHZY

36
37 Dated: _____

38
39 Buyer and Buyer Agent acknowledge receipt of this Property Disclosure Statement Peter Lambros dotloop verified
01/05/26 10:04 AM MST
MRNO-HSAI-RPP9-STIQ

40
41 Buyer Agent: _____

42
43 Buyer Agent Signature: _____

44
45 Dated: _____

46
47 Buyer Signature: _____

48
49 Dated: _____

- 101 11. ROOF: (Rain Gutters, Leakage, Deterioration, Ice build ups and Structural Condition)
 102 Our A/C unit was set up in a way that caused the condensation to run down the roof and into a soffit that then got water
 103 damaged. We had the A/C line redirected by an HVAC company and the soffit fixed last summer.
 104 _____
 105 _____
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- 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 _____

 Buyer's or Lessee's Initials

Julie Gardner

Missoula

 Owner's Initials
12/08/25 3:41 PM MST dotloop verified / 12/09/25 10:34 AM MST dotloop verified

3011 American Way Missoula, MT 59808

- 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
 179

If any of the following items or conditions exist relative to the Property, please check the box and provide 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 Property Disclosure Statement (Commercial), April 2024
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 dotloop verified / dotloop verified
 Owner's Initials

- 205 20. Zoning, Historic District or land use change planned or being considered by the city or county.
- 206 21. Street or utility improvement planned that may affect or be assessed against the Property.
- 207 22. Property Owner's Association obligations (dues, lawsuits, transfer fees, initiation fees, etc.).
- 208 23. Proposed increase in the tax assessment value or homeowner's association dues for the Property.
- 209 24. "Common area" problems.
- 210 25. Tenant problems, defaults or other tenant issues.
- 211 26. Notices of abatement or citations against the Property.
- 212 27. Lawsuits or legal proceedings (including foreclosures and bankruptcies) affecting or threatening the Property.
- 213 28. Airport affected area.
- 214 29. Animal damage.
- 215 30. Property leases including post-closing short-term rental obligations, crop share agreements, mineral leases
- 216 or reservations.
- 217 31. Environmental Phase I, II or III and any environmental reports or remediation records or known
- 218 Environmental conditions
- 219 32. Railroad leases affecting the Property .
- 220 33. Other matters as set forth below including environmental issues, structural system issues, mechanical
- 221 issues, legal issues, physical issues, or others not listed above of which the Seller has actual knowledge
- 222 concerning the Property.
- 223

224 Additional details:

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Buyer's or Lessee's Initials

Julie Gardner

Missoula

/

Owner's Initials

3011 American Way Missoula, MT 59808

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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.

273 *John Wicks* dotloop verified
12/08/25 3:41 PM MST
NL5C-QQSY-4UIK-HTNJ
274
275 Owner's Signature Date

276 *Jenna Wicks* dotloop verified
12/09/25 9:14 AM MST
MHAA-YT5X-MEQZ-EDLN
277
278 Owner's Signature Date

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

282
283 Subject Property Address: _____
284
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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.