



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



1 Date: 03/28/2024  
 2  
 3 Property: 1109 6th Ave N Great Falls MT 59401  
 4 Seller(s): Madison Apartments LLC  
 5 Seller Agent: Scott Blumfield & Allison Smith  
 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
- 22
- 23
- 24
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- 26
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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 Seller Agent Signature:  05/10/24  05/10/24  
 35 Scott Blumfield & Allison Smith  
 36

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

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

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

40 Buyer Agent Signature: \_\_\_\_\_

41 Dated: \_\_\_\_\_

42 Buyer Signature: \_\_\_\_\_

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

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



1 Date: 05/10/2024

2  
3 The undersigned Owner is the owner of certain real property located at \_\_\_\_\_  
4 1109 6th Ave N, in the City of Great Falls,  
5 County of Cascade, Montana, which real property is legally described as:  
6 GREAT FALLS FIRST ADDITION, S01, T20 N, R03 E, BLOCK 139, Lot 008, LTS 8-14 AND S 24 FT LTS 1-2  
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.

### OWNER'S DISCLOSURE

- 15  
16  
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 Any appliances in the building are assumed to be inoperable  
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 Building has water softener, exhaust fans, water heaters, boilers & system, ceiling fans,  
44 phone wiring, cable lines, security alarms, fire alarms, smoke detectors and security gates  
but these have not been in use for approximately six years and owner has no  
knowledge of their state of operability.

\_\_\_\_\_/\_\_\_\_\_  
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Owner's Initials

- 45 3. ELECTRICAL SYSTEM: (Wiring, Outlets, Switches, Services, Shorts, Alterations, and Overloads)  
 46 NO known electrical issues exist. Buyer to verify.  
 47 \_\_\_\_\_  
 48 \_\_\_\_\_
- 49 4. PLUMBING: (including Pipes, Drains, Faucets, Fixtures, Sump Pumps and Toilets)  
 50 a. Faucets, fixtures, etc.  
 51 Some toilets + sinks have been damaged by vandals. Some Plumbing  
 52 appears old and needs replacement. Owner has never had water or sewer  
 53 functioning in past three years during ownership.  
 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 Owner has no knowledge of any issues with this.  
 57 \_\_\_\_\_  
 58 \_\_\_\_\_
- 59 c. Septic Systems permit in compliance with existing use of Property  
 60 Owner is unaware of any septic system  
 61 \_\_\_\_\_  
 62 \_\_\_\_\_  
 63 Date Septic System was last pumped? \_\_\_\_\_  
 64 \_\_\_\_\_
- 65 d. Public Sewer Systems (Clogging and Backing Up) has not been used.  
 66 Owner has not observed any clogging or backing up, but system  
 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 Boiler System has never been used by owner during past three years.  
 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 Owner has no knowledge  
 78 \_\_\_\_\_  
 79 \_\_\_\_\_
- 80 7. INSULATION: (Walls, Ceiling, Utility Bills, Vapor Barrier and Formaldehyde or Asbestos Insulation)  
 81 See Phase II inspection. Inspector stated there was some but not very much  
 82 asbestos. Most was already removed. Owner does not know answers to other  
 83 questions.
- 84 8. OTHER BASIC COMPONENTS: (Interior Walls, Ceilings, Floors, Exterior Walls, Windows, Doors, Window  
 85 Screens, Slabs, Driveways, Sidewalks, Fences)  
 86 Structure appears to be very solid, no known structural issues.  
 87 Some vandalism damage to walls and some ceiling issues due to  
 88 roof leaks that have mostly been repaired, but some roof leaks  
 89 persist. Doors and windows and other items should be inspected by  
 90 buyer. Vandals damaged many interior doors.  
 91 \_\_\_\_\_  
 92 \_\_\_\_\_
- 93 9. BASEMENT: (Leakage, Flooding, Moisture or Evidence of Water, and Fuel Tanks)  
 94 Generator in basement with some fuel/oil spills. See Phase II report.  
 95 some leakage from roof leaks, but appears minimal.  
 96 \_\_\_\_\_  
 97 \_\_\_\_\_
- 98 10. FOUNDATION: (Depth, Footings, Reinforcement, and Cracking)  
 99 No observed foundation issues. Owner was told building sits on  
bedrock, but not verified. Owner is not aware of any issues.  
 \_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_\_  
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100 11. ROOF: (Rain Gutters, Leakage, Deterioration, Ice build ups and Structural Condition)  
101 Roof has a few leaks, but is mostly in good repair. Roof on  
102 older section of floor One needs the most work.  
103  
104

106 12. WATER: (Well Production, Water Quality and Quantity, Water Rights and Abandoned Wells)  
107 Seller is unaware of any well or water rights or Abandoned wells  
108  
109

110 a. Private well  
111 None known  
112  
113

114 b. Public or community water systems  
115 Never tested by owner, but functioned until 2018  
116  
117

118 13. ANCILLARY BUILDINGS: (Window Screens, Underground Sprinklers systems and controls, Partially landscaped  
119 or un-landscaped yard)  
120 Underground sprinkler system never used by owner  
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 None known  
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 None known  
131  
132

133 16. HAZARD INSURANCE/DAMAGES/CLAIMS (past and present):  
134 Open insurance claim for vandalism  
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. Unsure if Phase II report tested for radon. Buyer to verify.

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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. *See Phase II report. Very little lead-based paint, but there is some.*

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 *Some minor mold exists from recent roof leaks. Owner does not think it is very much, wet sheetrock was removed.*

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. *See Phase II*
- 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. *Pigeon poop (mostly cleaned up) on many floors and in elevator areas.*
- 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 *See Phase I and Phase II ESA*
- 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 *Charles Daniel Boer*

253 5/10/2024

254 Owner's Signature Madison Apartments LLC

Date

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

257 \_\_\_\_\_  
Date

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

Subject Property Address: 1109 6th Ave N Great Falls MT 59401  
GREAT FALLS FIRST ADDITION, S01, T20 N, R03 E, BLOCK 139, Lot 008, LTS 8-14 AND S 24 FT LTS 1-2

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.

MEMORANDUM FOR THE RECORD

DATE: 10/15/2010

TO: [REDACTED]

FROM: [REDACTED]

SUBJECT: [REDACTED]

[REDACTED]

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