



MONTANA ASSOCIATION OF REALTORS® PROPERTY DISCLOSURE STATEMENT (COMMERCIAL)



1 Date: 02/09/2024

2

3 Property: 3 E Main St East Helena MT 59635

4 Seller(s): GBR Inc.

5 Seller Agent: Scott Blumfield

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 _____

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 *Scott Blumfield*

35 Seller Agent Signature: _____

36 Scott Blumfield

37 Dated: 04/18/24

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: MARCH 16, 2024

2
3 The undersigned Owner is the owner of certain real property located at _____
4 3 E Main St, in the City of East Helena,
5 County of Lewis & Clark, Montana, which real property is legally described as:
6 EAST HELENA TOWNSITE, S25, T10 N, R03 W, BLOCK 4, Lot 1 - 3

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 NO ADVERSE MATERIAL FACTS (NAME)

- 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 NAME

Buyer's or Lessee's Initials

© 2021 Montana Association of REALTORS®
Owner's Property Disclosure Statement (Commercial), October 2021
Page 1 of 6

MLC
Owner's Initials

- 45 3. ELECTRICAL SYSTEM: (Wiring, Outlets, Switches, Services, Shorts, Alterations, and Overloads)
- 46 NAME
- 47 _____
- 48 _____
- 49 4. PLUMBING: (including Pipes, Drains, Faucets, Fixtures, Sump Pumps and Toilets)
- 50 a. Faucets, fixtures, etc.
- 51 NAME
- 52 _____
- 53 _____
- 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 N/A
- 57 _____
- 58 _____
- 59 c. Septic Systems permit in compliance with existing use of Property
- 60 N/A
- 61 _____
- 62 _____
- 63 Date Septic System was last pumped? _____
- 64 _____
- 65 d. Public Sewer Systems (Clogging and Backing Up)
- 66 NEW CITY SEWER MAIN INSTALLED IN ALLEY A FEW YEARS AGO.
- 67 LATERAL TO BUILDING REPAIRED IN 2020.
- 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 NAME
- 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 N/A
- 78 _____
- 79 _____
- 80 7. INSULATION: (Walls, Ceiling, Utility Bills, Vapor Barrier and Formaldehyde or Asbestos Insulation)
- 81 WOOD FIBER (CELLULOSE) CEILING INSULATION ABOUT 8" DEEP
- 82 _____
- 83 _____
- 84 8. OTHER BASIC COMPONENTS: (Interior Walls, Ceilings, Floors, Exterior Walls, Windows, Doors, Window
- 85 Screens, Slabs, Driveways, Sidewalks, Fences)
- 86 NAME
- 87 _____
- 88 _____
- 89 _____
- 90 _____
- 91 _____
- 92 _____
- 93 9. BASEMENT: (Leakage, Flooding, Moisture or Evidence of Water, and Fuel Tanks)
- 94 A MINOR AMOUNT OF ~~W~~ GROUND WATER WAS OBSERVED IN BASEMENT
- 95 DURING FLOODING OF STREAM IN 1991. NO DAMAGE
- 96 _____
- 97 10. FOUNDATION: (Depth, Footings, Reinforcement, and Cracking)
- 98 THE FOUNDATION IS APPROX 5' HIGH. COMBINATION OF REINFORCED
- 99 CONCRETE AND GROUTED ROCK. SEE ATTACHMENT

Buyer's or Lessee's Initials

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

MLC
Owner's Initials

- 100 11. ROOF: (Rain Gutters, Leakage, Deterioration, Ice build ups and Structural Condition)
- 101 EXISTING ROOF MEMBRANE IS IN BAD SHAPE. SCHEDULED FOR
- 102 REPLACEMENT THIS YEAR
- 103 _____
- 104 _____
- 105 _____
- 106 12. WATER: (Well Production, Water Quality and Quantity, Water Rights and Abandoned Wells)
- 107 CITY. NEW SERVICE LINE INSTALLED IN 2020
- 108 _____
- 109 _____
- 110 a. Private well
- 111 _____
- 112 _____
- 113 _____
- 114 b. Public or community water systems
- 115 _____
- 116 _____
- 117 _____
- 118 13. ANCILLARY BUILDINGS: (Window Screens, Underground Sprinklers systems and controls, Partially landscaped
- 119 or un-landscaped yard)
- 120 NAME
- 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 N/A
- 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 N/A
- 131 _____
- 132 _____
- 133 16. HAZARD INSURANCE/DAMAGES/CLAIMS (past and present):
- 134 N/A
- 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.

_____/_____
Buyer's or Lessee's Initials

© 2021 Montana Association of REALTORS®
Owner's Property Disclosure Statement (Commercial), October 2021
Page 3 of 6

[Signature]
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. *IT LIKELY HAS SOME BUT COVERED WITH NEW*
- 155 *PAINT*
- 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. *(NO MOLD FOUND)*

If any of the following items or conditions exist relative to the Property, please check the box and provide details below.

- 164 1. Asbestos.
- 165 2. Noxious weeds.
- 166 3. Pests, rodents. *(OCCASIONAL MOUSE IN BASEMENT)*
- 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. *FLOOD ZONE AE ON COUNTY MAP*
- 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.
- 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
- 201 32. Railroad leases affecting the Property .
- 202 33. Other matters as set forth below.

_____/_____
Buyer's or Lessee's Initials

© 2021 Montana Association of REALTORS®
Owner's Property Disclosure Statement (Commercial), October 2021
Page 4 of 6

[Signature]

Owner's Initials

BUYER'S/LESSEE'S ACKNOWLEDGEMENT

258
259
260
261
262
263
264
265
266
267
268
269
270
271
272
273
274
275
276
277
278
279
280

Subject Property Address: 3 E Main St East Helena MT 59635
EAST HELENA TOWNSITE, S25, T10 N, R03 W, BLOCK 4, Lot 1 - 3

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.



Mike Wieck <mjw.western@gmail.com>

Smiths Place

8 messages

Mike Wieck <mjw.western@gmail.com>
To: Susan Wieck <susanwieck@me.com>, scott@catalyst-cre.com
Cc: allison@catalyst-cre.com

Mon, Mar 4, 2024 at 1:26 AM

Hello To All,

On Feb 24th, 2024 I reviewed Smith's Place for building condition. All exterior walls were checked for plumb and level using a digital level which also has sight glass indicators. All exterior walls measured plumb and level well within acceptable tolerances for a 105 year old building. In fact, there was no noticeable variations from plumb and level. This indicates that the building has a good foundation (addressed below) and the original bricklayers took the time to construct the walls accurately. There are numerous cracks which follow the grout lines. They have likely occurred due to grout and brick shrinkage over time, and may have developed as a result of the 4 significant earthquakes since it was built. The four earthquakes are as follows:

June/1927	Townsend	6.9 Magnitude
10/18/35	Helena	6.2
10/31/35	Helena	6.0
07/06/17	Lincoln	5.8

In the second 1935 earthquake, a portion of the brick wall in the back suffered some damage. I have a photo of it being repaired somewhere. If I can't find it, a copy exists at the Montana Historical Society in Helena along with maybe one or two more. I have copies and will make an effort to find them.

I observed the earthquake in 2017. It caused some building damage in the surrounding area. The pendant lights within Smiths were swinging gently. The building suffered no discernable damage with the exception of a water leak (during the first rain after the quake) at the front of the building in the area of the construction joint between Smiths and the adjacent building. It was subsequently repaired.

AND A/C

There are separate AC/Heating units for the bar and restaurant. Both heat functions work ~~but the AC does not work on one side. Since we will be needing the AC very soon replacement is currently being investigated.~~

The attic above the ceilings on both restaurant and bar sides are insulated with approximately 8" to 10" of wood fiber insulation. It was likely 10 or 12 inches originally but has settled with time. So there is opportunity to save some money on the heating bill by increasing the R value a little with more insulation.

The ceiling and roof joists (separate structures creating a space) along with the T&G roof decking is in excellent shape. It is not original and was likely replaced when the back wall was repaired in 1935.

The roof membrane is in very poor shape and needs to be replaced. Our current insurance company requested that be done along with cleaning up the back of the storage area behind the building. We just got with this insurer middle of last year who had a much better policy (more coverage) for less cost. It's the same underwriter I've had for my construction company for the last 20 years. They are very good about covering but they also expect cooperation so I suspect that if these two things are not done they will not renew.

The parapet walls above the roof line are in bad shape from freeze thaw cycles so much of the brick needs to be reset before replacing the roof.

Lastly, I looked carefully at the foundation under the building. It is a combination of original rock/grout and cast-in-place (CIP) concrete. Around the perimeter of the entire building it is rock and grout. Then the wall separating the bar from the restaurant is supported by a CIP concrete wall below. Additionally, there are small extensions of rock/grout foundation perpendicular to the perimeter foundation walls. They are the reason why the building is so well supported. Those perpendicular walls support the perimeter walls and also help support the building. Towards the front of the building there is one timber beam that has been wedged in between a concrete block that was a compressor pad (no longer in use) and the front foundation wall. I looked carefully at the wall to see where it may have been moving inward but couldn't see any particularly obvious cracks or locations where the wall had moved. So I'm not really sure why it's wedged in there but it's not in the way and I see no reason to pull it out.