

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



Date: 11/01/2023

Property: 4965 Hwy 2 W Columbia Falls MT 59912

Seller(s): James Chavez

Seller Agent: William Kahle, Sharon G. Kahle

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

- 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
- 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.

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:

- about adverse material facts that concern the Property or
- regarding the veracity (accuracy) of any information regarding adverse material facts that concern the Property

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.

Seller Agent Signature:    
William Kahle, Sharon G. Kahle  
Dated: 11/27/2023 11/27/23

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

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

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

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

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

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

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



1 Date: 11/27/2023

2  
3 The undersigned Owner is the owner of certain real property located at \_\_\_\_\_  
4 4965 Hwy 2 W, in the City of Columbia Falls,  
5 County of Flathead, Montana, which real property is legally described as:  
6 S25, T30 N, R21 W, TR 4CE IN SW4SW4  
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 -none  
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 None  
44

JC

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- 45 3. ELECTRICAL SYSTEM: (Wiring, Outlets, Switches, Services, Shorts, Alterations, and Overloads)  
 46 None  
 47  
 48  
 49 4. PLUMBING: (including Pipes, Drains, Faucets, Fixtures, Sump Pumps and Toilets)  
 50 a. Faucets, fixtures, etc.  
 51 None  
 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 \_\_\_\_\_  
 57 \_\_\_\_\_  
 58  
 59 c. Septic Systems permit in compliance with existing use of Property  
 60 \_\_\_\_\_  
 61 \_\_\_\_\_  
 62  
 63 Date Septic System was last pumped? \_\_\_\_\_  
 64  
 65 d. Public Sewer Systems (Clogging and Backing Up)  
 66 \_\_\_\_\_  
 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 None  
 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 None  
 78  
 79  
 80 7. INSULATION: (Walls, Ceiling, Utility Bills, Vapor Barrier and Formaldehyde or Asbestos Insulation)  
 81 None  
 82  
 83  
 84 8. OTHER BASIC COMPONENTS: (Interior Walls, Ceilings, Floors, Exterior Walls, Windows, Doors, Window  
 85 Screens, Slabs, Driveways, Sidewalks, Fences)  
 86 None  
 87  
 88  
 89  
 90  
 91  
 92  
 93 9. BASEMENT: (Leakage, Flooding, Moisture or Evidence of Water, and Fuel Tanks)  
 94 None  
 95  
 96  
 97 10. FOUNDATION: (Depth, Footings, Reinforcement, and Cracking)  
 98 None  
 99

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- 100 11. ROOF: (Rain Gutters, Leakage, Deterioration, Ice build ups and Structural Condition)  
 101 None  
 102  
 103  
 104  
 105  
 106 12. WATER: (Well Production, Water Quality and Quantity, Water Rights and Abandoned Wells)  
 107 None  
 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 None  
 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  
 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  
 131  
 132  
 133 16. HAZARD INSURANCE/DAMAGES/CLAIMS (past and present):  
 134 None  
 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.

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 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  
 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

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.  
 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.  
 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.

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Owner's Initials

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  *James Chavez*

253 \_\_\_\_\_

254 Owner's Signature

11/27/2023

\_\_\_\_\_  
Date

255 \_\_\_\_\_

256 \_\_\_\_\_

257 Owner's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_/\_\_\_\_\_  
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## BUYER'S/LESSEE'S ACKNOWLEDGEMENT

Subject Property Address: 4965 Hwy 2 W Columbia Falls MT 59912  
S25, T30 N, R21 W, TR 4CE IN SW4SW4

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.