

MONTANA ASSOCIATION OF REALTORS®
PROPERTY DISCLOSURE STATEMENT (COMMERCIAL)



1 Date: 04/14/2026

2
3 Property: 100 Elk Ridge Trail, Lakeside, MT 59922

4 Seller(s): Dan McNeese and Sheila K McNeese

5 Seller Agent: Matthew Waatti and Cecil Waatti

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 _____

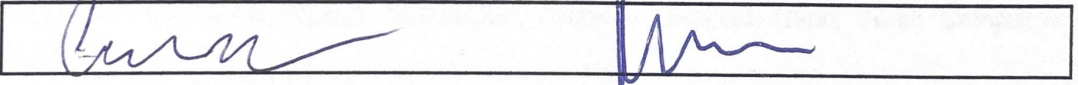
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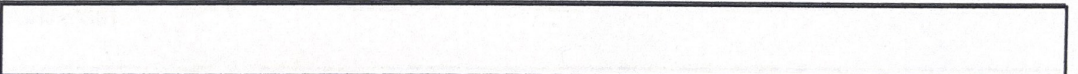
29 Information regarding adverse material facts that concern the Property and that are known to the Seller Agent, if any,
30 is set forth above. However, the Seller Agent is not required to inspect the Property or verify any statements made by
31 the Seller(s). Buyer(s) is/are therefore encouraged to 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: 


36
37 Dated: 4-14-26

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: _____

3. ELECTRICAL SYSTEM/UTILITY CONNECTIONS: (Wiring, Outlets, Switches, Services, Shorts, Alterations, and Overloads, or known information concerning utility connections)

4. PLUMBING: (including Pipes, Drains, Faucets, Fixtures, Sump Pumps and Toilets)

a. Faucets, fixtures, etc.

b. Private Septic Systems (Adherence to Health Codes, Clogging, Backing Up, Drain Field, Septic Tanks, Holding Tanks, Grease Traps, Oil/Water Separators and Cesspools)

c. Septic Systems permit in compliance with existing use of Property

Date Septic System was last pumped? _____

d. Public Sewer Systems (Clogging and Backing Up)

5. HEATING, VENTILATION AND AIR-CONDITIONING SYSTEMS: (Central Heating including furnaces, Central Air Conditioning including compressors, Heat pumps, Electric heating systems, Solar systems, Gas Leaks, Thermostats, Wall/Window AC, Evaporator Coolers, Humidifiers, Propane tanks)

6. ADDITIONAL HEAT SOURCES: (Gas, Pellet, Wood Stoves or Fireplaces) (Compliance with Air Quality Laws, Chimney Cleanliness, Chimney Fires and Adherence to Codes in Installation)

7. INSULATION: (Walls, Ceiling, Utility Bills, Vapor Barrier and Formaldehyde or Asbestos Insulation)

8. OTHER BASIC COMPONENTS: (Interior Walls, Ceilings, Floors, Exterior Walls, Windows, Doors, Window Screens, Slabs, Driveways, Sidewalks, Fences)

9. BASEMENT: (Leakage, Flooding, Moisture or Evidence of Water, and Fuel Tanks)

10. FOUNDATION: (Depth, Footings, Reinforcement, and Cracking)

Buyer's or Lessee's Initials

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Owner's Initials

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

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

a. Private well

b. Public or community water systems

13. ANCILLARY BUILDINGS: (Window Screens, Underground Sprinklers systems and controls, Partially landscaped or un-landscaped yard)

14. NUISANCE/HAZARDOUS MATERIALS: Waste dump or disposal or landfill or gravel pit or commercial use in the vicinity of the Property, existing or proposed, which may cause smoke, smell, noise or other nuisance, annoyance or pollution, any hazardous materials or pest infestations located on the Property or in the immediate area:

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

16. ACCESS/OWNERSHIP: (If the Property is not on a public street note any Driveway Agreements, Private Easements and Legal Disputes Concerning Access; matters affecting legal ownership or title to the Property or the Seller's ability to transfer the Property)

17. SOILS: Whether there are any problems with settling, soil, standing water, or drainage on the Property or in the immediate area:

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

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Owner's Initials

19. METHAMPHETAMINE/FENTANYL: If the Property is inhabitable real property, the Owner represents to the best of Owner's knowledge that the Property has has not been used as a clandestine methamphetamine or fentanyl drug lab and has has not been contaminated from the consumptions of methamphetamine or fentanyl. If the Property has been used as a clandestine methamphetamine or fentanyl drug lab or contaminated from the consumption of methamphetamine or fentanyl, Owner agrees to execute the Montana Association of REALTORS® "Methamphetamine/Fentanyl Disclosure Notice" and provide any documents or other information that may be required under Montana law concerning the use of the Property as a clandestine methamphetamine or fentanyl drug lab or the contamination of the Property from the consumption of methamphetamine or fentanyl.

20. RADON: If the Property is inhabitable real property as defined in the Montana Radon Control Act, Owner represents that to the best of Owner's knowledge the Property has has not been tested for radon gas and/or radon progeny and the Property has has not received mitigation or treatment for the same. If the Property has been tested for radon gas and/or radon progeny, attached are any test results along with any evidence of mitigation or treatment.

21. LEAD-BASED PAINT: If a residential dwelling exists on the Property and was built before the year 1978, Owner has has no knowledge of lead-based paint and/or lead-based paint hazards on the Property. If Owner has knowledge of lead-based paint and/or lead-based paint hazards on the Property, attached are all pertinent reports and records concerning that knowledge.

22. MOLD: If the Property is inhabitable real property as defined in the Montana Mold Disclosure Act, the Owner represents to the best of Owner's knowledge that the Property has has not been tested for mold and that the Property has has not received mitigation or treatment for mold. If the Property has been tested for mold or has received mitigation or treatment for mold, attached are any documents or other information that may be required under Montana law concerning such testing, treatment or mitigation.

23. OTHER TESTING OR TREATMENTS: Has the Property been tested or treated for the presence of fuel or chemical storage tanks, asbestos, or contaminated soil or water:

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

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

/
Buyer's or Lessee's Initials

/
Owner's Initials

