

MONTANA ASSOCIATION OF REALTORS® PROPERTY DISCLOSURE STATEMENT (COMMERCIAL)



1 Date: _____

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3 Property: 1407 Harrison Ave., Butte, MT 59701

4 Seller(s): CK RESOURCES LIMITED COMPANY, LLC

5 Seller Agent: Jerry Jordan

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


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23 _____
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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 **Jerry Jordan**

37 Dated: 12/19/2022

38

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

40

41 Buyer Agent: _____

42

43 Buyer Agent Signature: _____

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45 Dated: _____

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47 Buyer Signature: _____

48

49 Dated: _____

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



1 Date: _____
2

3 The undersigned Owner is the owner of certain real property located at 1407 Harrison Ave.
4 _____, in the City of Butte,
5 County of Silver Bow, Montana, which real property is legally described as:
6 _____
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.
15

OWNER'S DISCLOSURE

16
17
18 Owner has never occupied the Property.
19 Owner has not occupied the Property since 2007 (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 _____
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 _____
44 _____

Buyer's or Lessee's Initials


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Owner's Initials

- 45 3. ELECTRICAL SYSTEM: (Wiring, Outlets, Switches, Services, Shorts, Alterations, and Overloads)
- 46 _____
- 47 _____
- 48 _____
- 49 4. PLUMBING: (including Pipes, Drains, Faucets, Fixtures, Sump Pumps and Toilets)
- 50 a. Faucets, fixtures, etc.
- 51 _____
- 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) Overhead heater in back equipment room
- 72 does not work; Overhead heater in front garage has intermittent issues with the fan starting
- 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 _____
- 78 _____
- 79 _____
- 80 7. INSULATION: (Walls, Ceiling, Utility Bills, Vapor Barrier and Formaldehyde or Asbestos Insulation)
- 81 _____
- 82 _____
- 83 _____
- 84 8. OTHER BASIC COMPONENTS: (Interior Walls, Ceilings, Floors, Exterior Walls, Windows, Doors, Window
- 85 Screens, Slabs, Driveways, Sidewalks, Fences)
- 86 _____
- 87 _____
- 88 _____
- 89 _____
- 90 _____
- 91 _____
- 92 _____
- 93 9. BASEMENT: (Leakage, Flooding, Moisture or Evidence of Water, and Fuel Tanks)
- 94 _____
- 95 _____
- 96 _____
- 97 10. FOUNDATION: (Depth, Footings, Reinforcement, and Cracking)
- 98 _____
- 99 _____

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

101 Roof leak over main reception area was repaired in 2017

102 _____
103 _____
104 _____
105 _____

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

107 _____
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 _____
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 _____
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 _____
131 _____
132 _____

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


134 _____
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 use
144 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.

 Buyer's or Lessee's Initials

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 Owner's Property Disclosure Statement (Commercial), October 2021

 JCR

 Owner's Initials

203 Additional details:

204 Utility easement in abandoned alleyway between the lots south of the building

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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 Authentisign
253 James C Rosa 12/22/2022

254 Owner's Signature **CK RESOURCES LIMITED COMPANY, LLC** Date

255 _____
256 _____

257 Owner's Signature Date

_____/_____
Buyer's or Lessee's Initials

BUYER'S/LESSEE'S ACKNOWLEDGEMENT

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Subject Property Address: _____

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.