

AUTHORIZATION/CONSENT FOR COMMUNICATION



1 Date: **May 27, 2025**

2
3 The undersigned hereby expressly authorizes and invites **UC | Legacy Realty & Auction**
4 (Broker/Salesperson) to communicate with the undersigned by telephone (including text messages), letter, e-mail, social
5 media or facsimile, from the date of this Authorization and thereafter, until the undersigned directly and expressly requests
6 Broker/Salesperson to no longer communicate with them. For the purposes of telephone (including text messages),
7 facsimile, letter and e-mail communications authorized by this Authorization, the undersigned provides the following:

8
9 telephone number(s): **(406)350-0851**
10 facsimile number(s):
11 cellular number(s):
12 e-mail address(es): **crsand64@yahoo.com**
13 mailing address(es): **PO Box 398**
14 **Hobson, MT 59452**
15

16
17 For the purposes of this authorization to communicate, the term Broker/Salesperson shall include the Broker/Salesperson,
18 as identified above, Broker/Salesperson's real estate firm, its other brokers and salespersons, and employees and any
19 other persons retained by Broker/Salesperson or Broker/Salesperson's real estate firm to communicate concerning
20 Broker/Salesperson's services or products.

21
22 Dated: **May 27, 2025**

23
24
25 **Carla Sandstrom**

26 Printed Name

27  *Carla Sandstrom* 05/27/2025

28
29 Signature

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31
32 Printed Name

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35 Signature

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38 Printed Name

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41 Signature

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.

RELATIONSHIPS/CONSENTS IN REAL ESTATE TRANSACTIONS **(Combined Explanation and Disclosure)**



THIS IS A RELATIONSHIP DISCLOSURE REQUIRED BY MONTANA LAW.
NEITHER THE EXECUTION OF THIS DOCUMENT NOR ANYTHING CONTAINED IN THIS DOCUMENT SHALL
BE CONSTRUED AS CREATING A BINDING CONTRACT OR OTHER AGREEMENT BETWEEN THE PARTIES.

1 Date: May 27, 2025

Definition of Terms and Description of Duties

4 A **"Seller Agent"** is obligated to the **Seller** to:

- 5 • act solely in the best interests of the seller, except that a seller agent, after written disclosure to the seller and
- 6 with the seller's written consent, may represent multiple sellers of property or list properties for sale that may
- 7 compete with the seller's property without breaching any obligation to the seller;
- 8 • obey promptly and efficiently all lawful instructions of the seller;
- 9 • disclose all relevant and material information that concerns the real estate transaction and that is known to
- 10 the seller agent and not known or discoverable by the seller unless the information is subject to confidentiality
- 11 arising from a prior or existing agency relationship on the part of the seller agent with a buyer or another seller;
- 12 • safeguard the seller's confidences;
- 13 • exercise reasonable care, skill, and diligence in pursuing the seller's objectives and in complying with the
- 14 terms established in the listing agreement;
- 15 • fully account to the seller for any funds or property of the seller that comes into the seller agent's possession; and
- 16 • comply with all applicable federal and state laws, rules, and regulations.

17
18 A **"Seller Agent"** is obligated to the **Buyer** to:

- 19 • disclose to a buyer or the buyer agent any adverse material facts that concern the property and that are known to
- 20 the seller agent, except that the seller agent is not required to inspect the property or verify any statements made
- 21 by the seller;
- 22 • disclose to a buyer or the buyer agent when the seller agent has no personal knowledge of the veracity of
- 23 information regarding adverse material facts that concern the property;
- 24 • act in good faith with a buyer and a buyer agent; and
- 25 • comply with all applicable federal and state laws, rules, and regulations.

26
27 A **"Buyer Agent"** is obligated to the **Buyer** to:

- 28 • act solely in the best interests of the buyer, except that a buyer agent, after written disclosure to the buyer and
- 29 with the buyer's written consent, may represent multiple buyers interested in buying the same property or
- 30 properties similar to the property in which the buyer is interested or show properties in which the buyer is
- 31 interested to other prospective buyers without breaching any obligation to the buyer;
- 32 • obey promptly and efficiently all lawful instructions of the buyer;
- 33 • disclose all relevant and material information that concerns the real estate transaction and that is known to the
- 34 buyer agent and not known or discoverable by the buyer, unless the information is subject to confidentiality arising
- 35 from a prior existing agency relationship on the part of the buyer agent with another buyer or a seller;
- 36 • safeguard the buyer's confidences;
- 37 • exercise reasonable care, skill, and diligence in pursuing the buyer's objectives and in complying with the terms
- 38 established in the buyer broker agreement;
- 39 • fully account to the buyer for any funds or property of the buyer that comes into the buyer agent's possession; and
- 40 • comply with all applicable federal and state laws, rules and regulations.

41
42 A **"Buyer Agent"** is obligated to the **Seller** to:

- 43 • disclose any adverse material facts that are known to the buyer agent and that concern the ability of the buyer to
- 44 perform on any purchase offer;
- 45 • disclose to the seller or the seller agent when the buyer agent has no personal knowledge of the veracity of
- 46 information regarding adverse material facts that concern the ability of the buyer to perform on any purchase offer;
- 47 • act in good faith with a seller and a seller agent; and
- 48 • comply with all applicable federal and state laws, rules and regulations.

DUAL AGENCY IF A SELLER AGENT IS ALSO REPRESENTING A BUYER OR A BUYER AGENT IS ALSO REPRESENTING A SELLER WITH REGARD TO A PROPERTY, THEN A DUAL AGENCY RELATIONSHIP MAY BE ESTABLISHED. IN A DUAL AGENCY RELATIONSHIP, THE DUAL AGENT IS EQUALLY OBLIGATED TO BOTH THE SELLER AND THE BUYER. THESE OBLIGATIONS MAY PROHIBIT THE DUAL AGENT FROM ADVOCATING EXCLUSIVELY ON BEHALF OF THE SELLER OR BUYER AND MAY LIMIT THE DEPTH AND DEGREE OF REPRESENTATION THAT YOU RECEIVE. A BROKER OR A SALESPERSON MAY NOT ACT AS A DUAL AGENT WITHOUT THE SIGNED, WRITTEN CONSENT OF BOTH THE SELLER AND THE BUYER.

A **"Dual Agent"** is obligated to a seller in the same manner as a seller agent and is obligated to a buyer in the same manner as a buyer agent, except that a dual agent:

- has a duty to disclose to a buyer or seller any adverse material facts that are known to the dual agent, regardless of any confidentiality considerations; and
- may not disclose the following information without the written consent of the person to whom the information is confidential;
 - (i) the fact that the buyer is willing to pay more than the offered purchase price;
 - (ii) the fact that the seller is willing to accept less than the purchase price that the seller is asking for the property;
 - (iii) factors motivating either party to buy or sell; and
 - (iv) any information that a party indicates in writing to the dual agent is to be kept confidential.

A **"Statutory Broker"** is not the agent of the buyer or seller but nevertheless is obligated to them to:

- disclose to:
 - (i) a buyer or a buyer agent any adverse material facts that concern the property and that are known to the statutory broker, except that the statutory broker is not required to inspect the property or verify any statements made by the seller; and
 - (ii) a seller or a seller agent any adverse material facts that are known to the statutory broker and that concern the ability of the buyer to perform on any purchase offer;
- exercise reasonable care, skill, and diligence in putting together a real estate transaction, and
- comply with all applicable federal and state laws, rules and regulations.

An **"Adverse material fact"** means a fact that should be recognized by a broker or salesperson as being of enough significance as to affect a person's decision to enter into a contract to buy or sell real property and may be a fact that:

- (i) materially affects the value, affects structural integrity, or presents a documented health risk to occupants of the property; or
- (ii) materially affects the buyer's ability or intent to perform the buyer's obligations under a proposed or existing contract.

"Adverse material fact" does not include the fact that an occupant of the property has or has had a communicable disease or that the property was the site of a suicide or felony.

Disclosures/Consents

The undersigned Broker/Salesperson hereby discloses the relationship(s) as checked below, and the undersigned Seller or Buyer acknowledges receipt of such disclosure(s) and consents to the relationship(s) disclosed.

Check Applicable Relationship(s): ☒ **Seller Agent** ☐ **Buyer Agent** ☐ **Dual Agent** ☐ **Statutory Broker**

Seller: ☒ Consents to Broker/Salesperson representing multiple sellers of property that may compete with the Seller's property

☒ Consents to Broker/Salesperson potentially acting as a dual agent.

Buyer: ☐ Consents to Broker/Salesperson representing multiple buyers interested in the same or similar properties in which Buyer is interested and showing properties in which Buyer is interested to other prospective buyers.

☐ Does NOT consent to Broker/Salesperson submitting offers which may compete with Buyer's offer on the SAME property.

☐ Consents to Broker/Salesperson potentially acting as a dual agent

Carla Sandstrom / 05/27/25 Ashley Larson / 05/27/25

☒ Seller ☐ Buyer Date Broker/Salesperson Date

Carla Sandstrom **Ashley Larson**

☐ Seller ☐ Buyer Date

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LISTING AGREEMENT – COMMERCIAL EXCLUSIVE RIGHT TO SELL



SELLER ACKNOWLEDGES THAT COMPENSATION PAYABLE TO BROKER AND, IF SELLER ELECTS TO OFFER COMPENSATION TO A BUYER AGENT, IS FULLY NEGOTIABLE AND NOT SET BY MONTANA LAW, ANY BOARD OR ASSOCIATION OF REALTORS®, OR ANY MULTIPLE-LISTING SERVICE

THIS AGREEMENT IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, SELLER IS ADVISED TO SEEK THE ADVICE OF COMPETENT LEGAL COUNSEL.

This Listing Agreement – Commercial Exclusive Right to Sell (hereafter “Agreement”) is an exclusive right to sell listing agreement and Broker is granted the absolute, sole, and exclusive right to market and sell the Property. Seller agrees to refer all prospective buyers and interested persons to Broker. Seller agrees that all negotiations related to the Property shall be conducted through Broker. Seller understands and agrees that Broker may have or acquire listings or cooperate with other brokers having listings on properties similar to the Property and that Broker may market such properties to prospective buyers along with Seller's Property.

1 **DATE:** May 27, 2025

2

3 **PARTIES:**

4 Seller(s): Carla Sandstrom

5 (hereafter collectively and individually the "Seller").

6 Listing Firm/Broker: UC | Legacy Realty & Auction

7 (hereafter the "Broker")

8

9 **LENGTH OF LISTING:** This Agreement begins on (date) May 27, 2025 and expires at midnight on
10 (date) November 27, 2025 (hereafter the "Primary Listing Term"). If this Agreement is scheduled
11 to expire while Seller is party to a contract to sell the Property, the Primary Listing Term shall be automatically extended
12 until the sooner of the termination or closing of said contract to sell.

13

14 **PROPERTY:** Seller agrees to sell the real property described below (hereafter the "Property"):

15 Legal Description: S16, T14 N, R13 E, TRACT SW4SW4

16

17

18 Commonly known as: 11532 MT HWY 541

19 City of Hobson, County of Judith Basin, State MT, Zip 59452

20

21 **LISTING PRICE & TERMS:** Seller retains Broker to market the Property for sale and to find a buyer ready and willing to
22 acquire the Property at the price and terms stated below or at such other price and terms as Seller accepts, and grants to
23 Broker the exclusive right to sell, lease, or exchange the Property at the listing price and additional terms set forth below.

24

25 Listing Price: \$499,000.00

26 Additional terms: _____

27 _____

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/ _____
Seller's Initials

33 **COMPENSATION PAYABLE TO BROKER:** In consideration of the services to be rendered by Broker pursuant to this
 34 Agreement, Seller approves and agrees to the compensation to Broker as follows (hereafter the "Broker Compensation")
 35 (check all that are applicable):
 36

37 ☒ **Broker Compensation.** If Seller enters into a written agreement for the sale or lease of the Property during the
 38 Primary Listing Term of this Agreement, at closing Seller agrees to pay Broker as follows:
 39

40 ☒ 3.50 % of the full sales price or the total of lease payments over the initial term of the lease;
 41 ☐ \$ _____; **OR**
 42 ☐ Other (describe): _____
 43

44 ☐ **Retainer.** Seller agrees to pay to Broker a non-refundable retainer fee of \$ _____ payable by
 45 Seller to Broker upon signing this Agreement, which is earned when paid, for initial consultation, research and other
 46 services. Said retainer fee shall be credited against any Broker Compensation to which Broker shall become entitled
 47 under this Agreement.
 48

49 **ADDITIONAL COMPENSATION FOR UNREPRESENTED BUYER (check if applicable).**
 50

51 ☒ As additional compensation payable to Broker, if during the term of this Agreement Seller enters into a written
 52 agreement for the sale or lease of the Property to a buyer who is not represented by a real estate agent with a
 53 current and valid Montana broker or salesperson license, at closing Seller agrees to pay to Broker additional
 54 compensation (hereafter the "Unrepresented Buyer Compensation") as follows:
 55

56 ☒ 2.50 % of the full sales price or the total of lease payments over the initial term of the lease;
 57 ☐ \$ _____; **OR**
 58 ☐ Other (describe): _____
 59

60 **BUYER AGENT COMPENSATION:** Concerning the payment of compensation to other agents (hereafter the "Buyer
 61 Agent Compensation"), including but not limited to agents representing a buyer and statutory brokers (each a "Buyer
 62 Agent"), Seller authorizes and agrees to the following:
 63

64 ☐ **Buyer Agent Compensation Payable by Broker.** Seller authorizes and approves Broker to enter into an agreement
 65 with a Buyer Agent for Broker to compensate the Buyer Agent if the Buyer Agent represents or assists the buyer of
 66 the Property as indicated in a purchase agreement for the buyer's purchase of the Property (hereafter the "Broker
 67 to Buyer Agent Compensation"). Seller authorizes Broker to communicate an offer of Broker to Buyer Agent
 68 Compensation as set forth below. In addition to (and not included within) the Broker Compensation set forth above,
 69 Seller agrees to pay to Broker at closing an amount necessary to allow Broker to pay the agreed upon Broker to
 70 Buyer Agent Compensation to the Buyer Agent. If Broker represents any buyer of the Property as a dual agent,
 71 Seller agrees to pay the Broker to Buyer Agent Compensation to Broker.
 72

73 If the Buyer Agent represents the buyer as a buyer agent:
 74

75 ☐ _____ % of the full sales price or the total of lease payments over the initial term of the lease;
 76 ☐ \$ _____; **OR**
 77 ☐ Other (describe): _____
 78

79 If the Buyer Agent is a statutory broker, as defined in Montana law, assisting the buyer:
 80

81 ☐ _____ % of the full sales price or the total of lease payments over the initial term of the lease;
 82 ☐ \$ _____; **OR**
 83 ☐ Other (describe): _____
 84

85 If the actual amount of Broker to Buyer Agent Compensation to be paid to the Buyer Agent by Broker is less than
 86 amount of the Broker to Buyer Agent Compensation authorized by Seller under this Agreement as set forth above,
 87 the excess Buyer Agent Compensation shall be retained by or refunded to Seller.
 88

Seller understands and acknowledges that a Buyer Agent may represent a buyer and, therefore, advocate for interests counter to the interests of Seller. Seller understands and acknowledges that any payment of Broker to Buyer Agent Compensation by Broker to a Buyer Agent shall not be construed as creating a principal/agent relationship between Broker and any client or customer of any such Buyer Agent.

☒ **Buyer Agent Compensation Payable by Seller.** Seller elects and agrees to pay any Buyer Agent Compensation directly by Seller (hereafter the "Seller to Buyer Agent Compensation"), either in a contract to sell the Property or in a separate agreement between Seller and a Buyer Agent. Concerning the Seller to Buyer Agent Compensation, Seller instructs Broker as follows:

☒ Broker is authorized to communicate that Seller is willing to pay Seller to Buyer Agent Compensation of:

☒ **2.50** % of the full sales price or the total of lease payments over the initial term of the lease;

☐ \$ _____; **OR**

☐ Other (describe): _____

☐ Broker is **not** authorized to communicate that Seller is willing to pay Seller to Buyer Agent Compensation.

Seller agrees to pay to Broker the Seller to Buyer Agent Compensation as compensation payable to and earned by Broker if Broker represents any buyer of the Property as a dual agent.

☐ **No Buyer Agent Compensation.** Seller elects not to offer any Buyer Agent Compensation to any Buyer Agent. Seller understands and acknowledges that including an offer of compensation payable to a Buyer Agent may help make professional representation of buyers more accessible, decrease the costs for buyers to secure these services, and that electing not to offer any Buyer Agent Compensation may limit the pool of potential buyers of the Property since some buyers may not have the ability to pay an agent to represent said buyers. Seller further understands and acknowledges that notwithstanding that Seller has elected not to offer any Buyer Agent Compensation, a buyer may include in the terms of any purchase offer a request that the Seller agree to pay compensation to a buyer agent, or to reimburse the buyer to allow the buyer to pay compensation to a buyer agent.

ADDITIONAL TERMS:

- a. Broker is authorized to accept a deposit on the purchase price for the Property.
- b. If Seller breaches the agreement to sell and purchase or if Seller refuses to accept an offer which meets or exceeds the listing price and terms as set forth in this Agreement, Seller agrees to pay Broker, immediately and in cash, compensation equal to (i) the Broker Compensation and, if applicable, (ii) the Unrepresented Buyer Compensation and/or Broker to Buyer Agent Compensation.
- c. In the event of multiple offers which equal or exceed the listed price and terms, Seller may choose which offer to accept and shall only be obligated to pay the Broker Compensation and, if applicable, the Unrepresented Buyer Compensation and/or Broker to Buyer Agent Compensation, related to the offer accepted by Seller.
- d. Seller's acceptance of an agreement to sell and purchase containing contingencies shall not obligate Seller to pay to Broker any Broker Compensation, Unrepresented Buyer Compensation, or Broker to Buyer Agent Compensation, unless or until the contingencies have been waived, released or satisfied, or unless the Seller breaches the agreement to sell and purchase.
- e. Expiration of this Agreement while a transaction is pending shall not relieve Seller of Seller's obligation to pay the stated Broker Compensation and, if applicable, the Unrepresented Buyer Compensation and Broker to Buyer Agent Compensation upon closing.
- f. Seller hereby irrevocably assigns to Broker the above Broker Compensation and, if applicable, the Unrepresented Buyer Compensation and Broker to Buyer Agent Compensation, from Seller's funds and proceeds in escrow. Broker may submit this Agreement, as instructions to compensate Broker pursuant to the terms of this Agreement, to any closing agent regarding the Property involving Seller and a buyer.
- g. For purposes of this Agreement, the term "sale" shall be defined as including a lease or an exchange. The terms buyer and seller shall include lessor/lessee and exchanger/exchange including the plurals thereof, as appropriate.

141 **PROTECTION PERIOD:** Within 90 days of the expiration or termination of the Primary Listing Term of this
 142 Agreement or any extension thereof (hereafter the "Protection Period"), if Seller enters into an agreement to or does sell,
 143 exchange, convey, lease or rent the Property to any party to whom Broker or any cooperating broker has marketed the
 144 Property the Broker Compensation and, if applicable, the Broker to Buyer Agent Compensation, as set forth above, shall
 145 be payable at the time such agreement is entered into. However, Seller is not obligated to pay the Broker Compensation
 146 or Broker to Buyer Agent Compensation to Broker if, during the Protection Period, Seller has entered into a valid listing
 147 agreement covering the Property with another licensed real estate broker that obligates Seller to pay that broker
 148 compensation upon the sale, exchange, lease, or rental of the Property.

150 **SELLER CONCESSIONS:** Seller concessions (hereafter "Concessions") are monetary payments that a seller agrees to
 151 contribute towards a buyer's expenses and other costs a buyer is responsible for in a transaction. Concessions may include
 152 costs of escrow or title, lender fees, repairs, inspections and buyer agent compensation. Concessions specified in any
 153 Multiple Listing Service (MLS) may not specify that the Concessions are to be used for the payment of compensation to
 154 any real estate agent representing a buyer. Seller authorizes Broker to advertise that Seller may be willing to consider the
 155 following as Concessions, payable to or on behalf of a buyer at closing, to be included in any contract for the sale of the
 156 Property:

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 158 _____
 159 _____
 160 _____
 161 _____
 162 _____

164 **FIXTURES:** The following items are to be left upon the premises as part of the Property sold and transferred to a buyer
 165 regardless of whether they are in fact permanently installed and attached to the Property: all existing permanently installed
 166 fixtures and fittings that are attached to the Property including electrical, plumbing, and heating fixtures, solar panels and related
 167 components, wood, pellet, or gas stoves, built-in appliances, screens, storm doors, storm windows, curtain rods and hardware,
 168 window treatments, attached floor coverings, television antennas, satellite dish, hot tub, air cooler or conditioner, garage door
 169 openers and controls, fireplace inserts, mailbox, trees, shrubs and fixtures, and perennials, owned water softeners,
 170 smoke/fire/burglar alarms, security devices, inside telephone wiring and connecting block/jacks, intercom systems, sprinkler
 171 systems and controls, built-in vacuum systems (including accessories), awnings, storage sheds, keys and other fixtures, unless
 172 otherwise noted below:

173 _____
 174 _____
 175 _____
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177 **INCLUDED PERSONAL PROPERTY:** The following personal property is also included as part of the Property offered
 178 for sale:

179 _____
 180 _____
 181 _____
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183 **LEASED PERSONAL PROPERTY:** The following personal property is leased/rented: ☐ water softener ☐ water
 184 conditioner ☐ propane tank ☐ satellite dish ☐ satellite control ☐ alarm system ☐ other _____

185 _____
 186 _____

187 **SYSTEMS INCLUDED:** ☒ central air conditioning ☐ underground sprinklers
 188 ☐ other _____

189 _____

190 **OWNER'S PROPERTY DISCLOSURE:** In conjunction with the execution of this Agreement by Seller and Broker, Seller
 191 agrees to complete and provide to Broker a written disclosure statement disclosing any adverse material facts that concern
 192 or affect the Property and of which the Seller has actual knowledge.

193 **STATUTORY DISCLOSURES:**

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METHAMPHETAMINE: If the Property is inhabitable real property, the Seller represents to the best of Seller's knowledge that the Property ☐ **has** ☒ **has not** been used as a clandestine Methamphetamine drug lab and ☐ **has** ☒ **has not** been contaminated from smoke from the use of methamphetamine. If the Property has been used as a clandestine Methamphetamine drug lab or contaminated from smoke from the use of methamphetamine, Seller agrees to execute the Montana Association of REALTORS® "Methamphetamine 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 drug lab or the contamination of the Property from smoke from the use of methamphetamine.

RADON: If the Property is inhabitable real property as defined in the Montana Radon Control Act, Seller(s) represent that to the best of Seller'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, Seller agrees to provide, as available, test results to Broker along with any evidence of mitigation or treatment.

LEAD-BASED PAINT: If a residential dwelling exists on the Property and was built before the year 1978, the Seller ☐ **has** ☒ **has no** knowledge of lead-based paint and/or lead-based paint hazards on the Property. If Seller has knowledge of lead-based paint and/or lead-based paint hazards on the Property, Seller agrees to provide all pertinent reports and records concerning that knowledge. Seller acknowledges that the Broker has advised the Seller of Seller's obligation to make lead-based paint disclosures and Broker's obligation to ensure that the Seller satisfies this obligation.

MOLD: If the Property is inhabitable real property as defined in the Montana Mold Disclosure Act, the Seller represents to the best of Seller'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, Seller agrees to provide any documents or other information that may be required under Montana law concerning such testing, treatment or mitigation.

DETECTION DEVICES: The Property is equipped with the following detection devices:

- ☒ Smoke Detector(s)
- ☒ Carbon Monoxide Detector(s)
- ☐ Other fire detection device(s) (please list): _____

SELLER REPRESENTATIONS: Seller represents as follows:

- a. Seller is the owner of and has the unrestricted right to sell the Property. If Seller is a corporation, limited liability company, partnership or other entity, Seller is in good standing under the laws of Montana and the execution of this Agreement and sale of the Property by Seller has been duly authorized.
- b. Title to the Property is marketable and is free and clear of all encumbrances, except zoning ordinances, building and use restrictions, reservations in federal patents, easements of record, special improvement or rural improvement district assessments, real property taxes and those liens and encumbrances which are to be discharged upon a sale of the Property.
- c. Seller will fully cooperate with Broker in regard to providing information concerning the Property and that all information given by Seller is or shall be true, accurate and complete.
- d. Seller will perform any act and sign any document that is reasonably necessary to comply with Section 1445 of the Internal Revenue Code and the Foreign Investor Real Property Tax Act of 1980. Seller acknowledges and agrees that in the event Seller does not do so, a Buyer or closing agent may be required to withhold the applicable tax from the proceeds of sale at closing and submit this amount to the Internal Revenue Service, pursuant to Section 1445 of the Internal Revenue Code.
- e. In addition to those set forth above, Seller agrees to cooperate with the making of any further disclosures that may be required under state or federal law.
- f. Seller hereby affirms that Seller is not a party to a current, valid exclusive agreement to provide the same type of real estate services as set forth above.

- g. Seller has provided to Broker all information and documentation relating to any lawsuits, legal proceedings, foreclosures (including related notices), bankruptcies or other financial constraints concerning the Seller (including unpaid child support or alimony), that may affect the time within which the Property can be sold or that threaten or negatively affect the Property.

SPECIAL PROVISIONS: See addendum

GENERAL PROVISIONS:

MARKETING AUTHORIZATION: Seller authorizes Broker to assemble or produce marketing information as the Broker deems necessary and appropriate including photographs, video, or similar materials. Seller further authorizes Broker to disseminate marketing information and materials through whatever sources the Broker deems necessary and appropriate including, but not limited to multiple listing services, computer data bases, internet sites, magazines or other publications.

Seller authorizes Broker to accept the assistance and cooperation of other brokers. Seller authorizes Broker to place a yard sign on the Property for use in connection with marketing the Property pursuant to this Agreement. Seller authorizes Broker, cooperating broker, and accompanied customers to enter any part of the Property at any reasonable time to show same. Seller also authorizes Broker to conduct open houses of the Property at such times as Seller and Broker may agree.

INTERNET ADVERTISING: Seller authorizes Broker to display information about the Property on the Internet either directly or through a program of any listing service of which the Broker is a member or in which any of Broker's agents participate, and authorizes other firms who belong to any listing service of which the Broker is a member or in which any of Broker's agents participate to display information about the Property on the Internet in accordance with the listing service rules and regulations. Unless Seller opts out as set forth below, Seller specifically authorizes the display of the address of the Property, automated estimates of the market value of the Property and third-party comments about the Property. Seller may opt-out of all or any of the following aspects of Internet advertising by initialing the appropriate spaces below:

- ☐ I/we have advised Broker that I/we **DO NOT** want the **Property displayed on the Internet** (the Property **WILL NOT** be displayed on any internet site). I/we understand that if I/we select this option, consumers who conduct searches for listings on the Internet will not see information about the Property in response to their search.
- ☐ I/we have advised Broker that I/we **DO NOT** want the **address of the Property displayed on the Internet** (Property will be displayed on the Internet but the address of the Property **WILL NOT** be included).
- ☐ I/we have advised Broker that I/we **DO NOT** want an **automated valuation or estimate of the Property** (or a hyperlink to an automated valuation or estimate) to be displayed adjacent to or in immediate conjunction with the listing of the Property.
- ☐ I/we have advised Broker that I/we **DO NOT** want **third-party comments or reviews regarding the Property** (or a hyperlink to third-party comments or reviews) to be displayed adjacent to or in immediate conjunction with the listing of the Property.

CS

Seller's Initials

By initialing as set forth above, Seller certifies and acknowledges that Seller has made the elections instructing Broker as set forth above and that Seller has read, understands and accepts the foregoing concerning internet advertising.

Broker makes no representations or warranties concerning Seller's elections including, without limitation, that information about the Property will or will not appear on the Internet or that the address of the Property is or is not obtainable.

CS

Seller's Initials

LOCK BOX AUTHORIZATION: Seller acknowledges that a lock box is designed as a repository of a key, permitting access to the Property by Broker, Listing Firm, its brokers and salespersons, participants of any Multiple Listing Service (MLS) with which Broker participates and the brokers and salespersons of such participants, and individuals hired to inspect or appraise the Property. It is not a requirement of the MLS, Broker or the Listing Firm that Seller allow the use of a lock box.

- ☐ Seller does not allow the use of a lock box on the Property.
- ☐ Seller does allow the use of a lock box on the Property. By checking this box agreeing to the use of a lock box on the Property and signing below, Seller authorizes Broker to use a lock box on the Property in accordance with applicable lock box system rules and agrees to hold Broker, Listing Firm, Listing Firm's brokers and salespersons and any participants of any MLS with which Broker participates harmless against any loss of personal property located on the Property, provided no such person shall be held harmless from his, her or its intentional acts. If the Property is occupied by tenants, Seller agrees to obtain the signed, written consent to the use of a lock box from any tenants residing in the Property.

HOLD HARMLESS AND INDEMNIFICATION: By executing this Agreement Seller agrees to indemnify, defend and hold harmless Broker from any and all claims or damage, including attorney's fees, arising out of or related to:

- (i) any loss or damage to the Property or the contents of the Property except loss or damage to the Property that is the result of Broker's gross negligence or intentional misconduct;
- (ii) any injury to anyone visiting the Property except that are the result of Broker's gross negligence or intentional misconduct;
- (iii) any claims asserted against Broker arising out of or related to Broker's use of any advertising material provided by Seller to Broker including applications, software, text, audio, video, photos, pictures, graphics, music, sound clips, images, likenesses, and other information; and
- (iv) all claims, disputes, litigation, judgments, and costs arising from any incorrect or incomplete information supplied by Seller, or from any adverse material facts that Seller knows but fails to disclose including dangerous or hidden conditions on the Property.

SAFEGUARDING OF SELLER'S PROPERTY: Third parties, including but not limited to, appraisers, inspectors, brokers/salespersons and prospective buyers, may have access to and take videos and photographs of the interior of the Property. Broker advises and requests the Seller to safeguard or remove valuables located on or about the Property and to advise tenants, family members and any other occupants of the Property to do the same. Seller further acknowledges that Broker, Listing Firm, its other brokers and salespersons, and participants of any MLS with which Broker participates and their brokers and salespersons are not insurers against the loss of Seller's or any other's personal property located on or about the Property. Seller is advised to either verify the existence of or obtain adequate policies of personal property insurance.

AUTHORIZATION FOR BROKER'S USE OF INFORMATION: Seller authorizes Broker to disclose the existence of offers on the Property to interested buyers and cooperating brokers, as permitted under state law. Seller also authorizes Broker to disseminate sold data on the Property notwithstanding the expiration or termination of this Agreement. Seller hereby authorizes any lender, escrow agent, and utility company to disclose to Broker any documents held by escrow agent, the current status on the terms of any loan, and the monthly bills relating to the Property.

WIRE FRAUD ALERT: Criminals have hacked email accounts of title companies, real estate agents, settlement attorneys and others, resulting in fraudulent wire instructions being used to divert funds to the account of the criminal. The emails may look legitimate, but they are not. Seller is advised **NOT** to wire any funds without personally speaking with the intended recipient of the wire to confirm the routing number and the account number. Seller should **NOT** send personal information such as social security numbers, bank account numbers and credit card numbers through email.

CIVIL RIGHTS/FAIR HOUSING: The Civil Rights and Fair Housing Laws of the United States and Montana prohibit discrimination on the basis of race, religion, sex, national origin, color, disability, familial status, marital status, age and creed. All parties to this Agreement shall deal in a free and open manner according to said law.



FORFEITED EARNEST MONEY: Seller authorizes Broker to pay any expenses incurred in marketing the Property from any forfeited earnest money and apportion any remaining earnest money between Seller and Broker equally, provided that amount paid Broker shall not exceed the agreed compensation.

ATTORNEY'S FEES: In case either party engages an attorney's services in regard to this Agreement, or in case of suit or action on this Agreement, the prevailing party shall recover collection costs, court costs, and reasonable attorney's fees.

FAX/COUNTERPARTS/ELECTRONIC SIGNATURES: This Agreement may be executed in counterparts and, when all counterpart documents are executed, the counterparts shall constitute a single binding instrument. Moreover, a signature transmitted by fax or other electronic means will be enforceable against any party who executes the Agreement and transmits the signature by fax or other electronic means. The parties hereto, all agree that the transaction contemplated by this document may be conducted by electronic means in accordance with the Montana Uniform Electronic Transaction Act.

AUDIO RECORDING ACKNOWLEDGMENT: Seller acknowledges that in the State of Montana it is a criminal offense for a person to knowingly or purposely record, or cause to be recorded, a conversation by use of ANY hidden electronic or mechanical device that reproduces a human conversation without the knowledge of all parties to the conversation.

PHOTOGRAPHS: Buyers and other visitors entering the Property may take photographs or videos, of either the interior or exterior of the Property, or both. Seller acknowledges that Broker does not have the ability to control or block the taking and use of such images or videos.

BINDING EFFECT: The Agreement is binding upon the heirs, successors and assigns of each of the parties hereto.

☐ **SINGLE PARTY LISTING:** This Agreement is for the sale of the Property to an identified buyer and is modified by the Single Party Listing Addendum attached hereto.


SELLER CERTIFIES THAT SELLER HAS READ, UNDERSTOOD, AND RECEIVED A SIGNED COPY OF THIS AGREEMENT. SELLER FURTHER CERTIFIES THAT SELLER HAS BEEN INFORMED AND SELLER UNDERSTANDS THAT IF SELLER CONVEYS SELLER'S INTEREST IN THE PROPERTY DURING THE TERM OF THIS AGREEMENT OR IF SELLER REVOKES THE UNDERSIGNED BROKER'S EXCLUSIVE RIGHT TO SELL, SELLER WILL PAY THE ABOVE-STATED COMPENSATION.

UC | Legacy Realty & Auction

Listing Firm

 05/27/2025

Supervising Broker's Signature Date

 05/27/25

Listing Salesperson's Signature Date

Ashley Larson

(406)231-6035

Phone Number

Carla Sandstrom

Seller's Name

 05/27/2025

Seller's Signature Date

Seller's Signature Date

PO Box 398

Seller's Address

Hobson, MT 59452

Seller's City, State and Zip Code

(406)350-0851

Seller's Phone Number



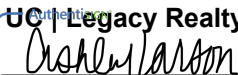
NOTE: Unless otherwise expressly stated the term "days" means calendar days and not business days. Business days are defined as all days except Sundays and Montana or federal holidays.

ADDENDUM TO LISTING AGREEMENT FOR ADDITIONAL PROVISIONS



1 Date: **May 27, 2025**
 2
 3 This is an addendum to a Listing Agreement dated **May 27, 2025**,
 4 between **Carla Sandstrom** (hereafter the "Seller")
 5 and **UC | Legacy Realty & Auction** (hereafter the "Broker")
 6 and concerning the following described property: **11532 MT HWY 541, Hobson, MT 59452**
 7
 8

9 Additional provisions:
 10 **REGARDING MULTIPLE LISTING COOPERATING BROKERAGES PERTAINING TO THE NATIONAL**
 11 **ASSOCIATION OF REALTORS CODE OF ETHICS AND STANDARDS OF PRACTICE SECTIONS 1-12 &**
 12 **1-13, BROKER AND SELLER HEREBY AGREE TO THE FOLLOWING ALLOCATIONS OF BROKER'S**
 13 **COMMISSION: FROM THE TOTAL COMMISSION OF 6%, 1% OF FINAL SALES PRICE WHICH IS PART**
 14 **OF THE TOTAL COMMISSION, SHALL BE WITHHELD BY LISTING BROKER TO OFFSET MARKETING,**
 15 **ADVERTISING AND PROMOTION OF SUBJECT PROPERTY. THE REMAINING**
 16 **COMMISSION SHALL BE DIVIDED EQUALLY BETWEEN LISTING AND SELLING COOPERATING**
 17 **BROKERAGE. TOTAL COMMISSION FROM SELLER REMAINS 6%. THIS PROPERTY SHALL BE**
 18 **CO-LISTED WITH SASHA KELLER, BROKER, AND KALIE EVANS, BROKER, FOR NO ADDITIONAL**
 19 **COMPENSATION TO BROKER FOR MARKETING PURPOSES ONLY.**
 20
 21
 22
 23
 24
 25
 26

27			05/27/2025			05/27/2025
28	Broker		Date	Seller Carla Sandstrom		Date
29			05/27/25			
30	Listing Salesperson		Date	Seller		Date
31	UC Legacy Realty & Auction					
32	Ashley Larson					
33						

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.

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



1 Date: **May 27, 2025**

3 Property: **11532 MT HWY 541, Hobson, MT 59452**

4 Seller(s): **Carla Sandstrom**

5 Seller Agent: **Ashley Larson**

7 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.

15 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:

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

29 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.

35 Seller Agent Signature: _____

Ashley Larson

Ashley Larson

05/27/25

37 Dated: _____

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

41 Buyer Agent: _____

43 Buyer Agent Signature: _____

45 Dated: _____

47 Buyer Signature: _____

49 Dated: _____

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



1 Date: **May 27, 2025**

2
3 The undersigned Owner is the owner of certain real property located at **11532 MT HWY 541**
4 _____, in the City of **Hobson**,
5 County of **Judith Basin**, Montana, which real property is legally described as:
6 **S16, T14 N, R13 E, TRACT 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.
15

OWNER'S DISCLOSURE

- 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 sanitizer, 7 freezers, 2 refrigerators, cook stove, grill, hood fan, fryers, grease trap, microwave,
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 water softener rented, and water filter system, exhaust fan, water heater, furnace and air, phone 3 ceiling fans, smoke detectors, fire
44 extinguishers, two tvs, phone and internet, security cameras, dish tv,

Buyer's or Lessee's Initials

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Owner's Property Disclosure Statement (Commercial), April 2024

CS

Owner's Initials

- 45 3. ELECTRICAL SYSTEM/UTILITY CONNECTIONS: (Wiring, Outlets, Switches, Services, Shorts, Alterations, and
 46 Overloads, or known information concerning utility connections)
 47 none
 48
 49
- 50 4. PLUMBING: (including Pipes, Drains, Faucets, Fixtures, Sump Pumps and Toilets)
 51 a. Faucets, fixtures, etc.
 52
 53
 54
 55 b. Private Septic Systems (Adherence to Health Codes, Clogging, Backing Up, Drain Field, Septic Tanks, Holding
 56 Tanks, Grease Traps, Oil/Water Separators and Cesspools)
 57
 58 yes
 59
 60 c. Septic Systems permit in compliance with existing use of Property
 61
 62 yes
 63
 64 Date Septic System was last pumped? 05/16/25
 65
 66 d. Public Sewer Systems (Clogging and Backing Up)
 67
 68
 69
- 70 5. HEATING, VENTILATION AND AIR-CONDITIONING SYSTEMS: (Central Heating including furnaces, Central Air
 71 Conditioning including compressors, Heat pumps, Electric heating systems, Solar systems, Gas Leaks,
 72 Thermostats, Wall/Window AC, Evaporator Coolers, Humidifiers, Propane tanks)
 73 furnace and air conditioning propane
 74
 75
- 76 6. ADDITIONAL HEAT SOURCES: (Gas, Pellet, Wood Stoves or Fireplaces) (Compliance with Air Quality Laws,
 77 Chimney Cleanliness, Chimney Fires and Adherence to Codes in Installation)
 78
 79 wood stove chimney cleaned regularly for Fergus Chimney
 80
- 81 7. INSULATION: (Walls, Ceiling, Utility Bills, Vapor Barrier and Formaldehyde or Asbestos Insulation)
 82 good
 83
 84
- 85 8. OTHER BASIC COMPONENTS: (Interior Walls, Ceilings, Floors, Exterior Walls, Windows, Doors, Window
 86 Screens, Slabs, Driveways, Sidewalks, Fences)
 87
 88
 89
 90
 91
 92
 93
- 94 9. BASEMENT: (Leakage, Flooding, Moisture or Evidence of Water, and Fuel Tanks)
 95 none
 96
 97
- 98 10. FOUNDATION: (Depth, Footings, Reinforcement, and Cracking)
 99 none
 100

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 Owner's Initials

101 11. ROOF: (Rain Gutters, Leakage, Deterioration, Ice build ups and Structural Condition)
 102 metal roof some rain gutters
 103 _____
 104 _____
 105 _____
 106 _____
 107 12. WATER: (Well Production, Water Quality and Quantity, Water Rights and Abandoned Wells)
 108 artesian well
 109 _____
 110 _____
 111 a. Private well
 112 private
 113 _____
 114 _____
 115 b. Public or community water systems
 116 _____
 117 _____
 118 _____
 119 13. ANCILLARY BUILDINGS: (Window Screens, Underground Sprinklers systems and controls, Partially landscaped
 120 or un-landscaped yard)
 121 _____
 122 _____
 123 _____
 124 14. NUISANCE/HAZARDOUS MATERIALS: Waste dump or disposal or landfill or gravel pit or commercial use in the
 125 vicinity of the Property, existing or proposed, which may cause smoke, smell, noise or other nuisance, annoyance
 126 or pollution, any hazardous materials or pest infestations located on the Property or in the immediate area:
 127 none
 128 _____
 129 _____
 130 15. ALTERATIONS: (whether any substantial additions or alterations have been made to the Property without any
 131 required permit)
 132 none
 133 _____
 134 _____
 135 16. ACCESS/OWNERSHIP: (If the Property is not on a public street note any Driveway Agreements, Private Easements
 136 and Legal Disputes Concerning Access; matters affecting legal ownership or title to the Property or the Seller's
 137 ability to transfer the Property)
 138 _____
 139 _____
 140 _____
 141 17. SOILS: Whether there are any problems with settling, soil, standing water, or drainage on the Property or in the
 142 immediate area:
 143 none
 144 _____
 145 _____
 146 18. HAZARD INSURANCE/DAMAGES/CLAIMS (past and present):
 147 none
 148 _____

 Buyer's or Lessee's Initials

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CS

 Owner's Initials


- 149 19. METHAMPHETAMINE: If the Property is inhabitable real property, the Owner represents to the best of Owner's
 150 knowledge that the Property ☐ has ☒ has not been used as a clandestine Methamphetamine drug lab and
 151 ☐ has ☒ has not been contaminated from smoke from the use of Methamphetamine. If the Property has been
 152 used as a clandestine Methamphetamine drug lab or contaminated from smoke from the use of Methamphetamine,
 153 Owner agrees to execute the Montana Association of REALTORS® "Methamphetamine Disclosure Notice" and
 154 provide any documents or other information that may be required under Montana law concerning the use of the
 155 Property as a clandestine Methamphetamine drug lab or the contamination of the Property from smoke from the use
 156 of Methamphetamine.
 157
- 158 20. RADON: If the Property is inhabitable real property as defined in the Montana Radon Control Act, Owner represents
 159 that to the best of Owner's knowledge the Property ☐ has ☒ has not been tested for radon gas and/or radon
 160 progeny and the Property ☐ has ☒ has not received mitigation or treatment for the same. If the Property has
 161 been tested for radon gas and/or radon progeny, attached are any test results along with any evidence of mitigation
 162 or treatment.
 163
- 164 21. LEAD-BASED PAINT: If a residential dwelling exists on the Property and was built before the year 1978, Owner
 165 ☐ has ☒ has no knowledge of lead-based paint and/or lead-based paint hazards on the Property. If Owner has
 166 knowledge of lead-based paint and/or lead-based paint hazards on the Property, attached are all pertinent reports
 167 and records concerning that knowledge.
 168
- 169 22. MOLD: If the Property is inhabitable real property as defined in the Montana Mold Disclosure Act, the Owner
 170 represents to the best of Owner's knowledge that the Property ☐ has ☒ has not been tested for mold and that
 171 the Property ☐ has ☒ has not received mitigation or treatment for mold. If the Property has been tested for mold
 172 or has received mitigation or treatment for mold, attached are any documents or other information that may be
 173 required under Montana law concerning such testing, treatment or mitigation.
 174
- 175 23. OTHER TESTING OR TREATMENTS: Has the Property been tested or treated for the presence of fuel or chemical
 176 storage tanks, asbestos, or contaminated soil or water:
 177 none

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

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

 Buyer's or Lessee's Initials

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 Owner's Property Disclosure Statement (Commercial), April 2024

 _____
 Owner's Initials

- 205 20. ☐ Zoning, Historic District or land use change planned or being considered by the city or county.
206 21. ☐ Street or utility improvement planned that may affect or be assessed against the Property.
207 22. ☐ Property Owner's Association obligations (dues, lawsuits, transfer fees, initiation fees, etc.).
208 23. ☐ Proposed increase in the tax assessment value or homeowner's association dues for the Property.
209 24. ☐ "Common area" problems.
210 25. ☐ Tenant problems, defaults or other tenant issues.
211 26. ☐ Notices of abatement or citations against the Property.
212 27. ☐ Lawsuits or legal proceedings (including foreclosures and bankruptcies) affecting or threatening the Property.
213 28. ☐ Airport affected area.
214 29. ☐ Animal damage.
215 30. ☐ Property leases including post-closing short-term rental obligations, crop share agreements, mineral leases
216 or reservations.
217 31. ☐ Environmental Phase I, II or III and any environmental reports or remediation records or known
218 Environmental conditions
219 32. ☐ Railroad leases affecting the Property.
220 33. ☐ Other matters as set forth below including environmental issues, structural system issues, mechanical
221 issues, legal issues, physical issues, or others not listed above of which the Seller has actual knowledge
222 concerning the Property.
223

224 Additional details:

225 _____
226 _____
227 _____
228 _____
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Buyer's or Lessee's Initials

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Owner's Property Disclosure Statement (Commercial), April 2024
Page 5 of 6

_____/_____
Owner's Initials

261 _____
262 _____
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266 _____
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269 _____
270 _____

271 Owner certifies that the information herein is true, correct and complete to the best of the Owner's knowledge and belief
272 as of the date signed by Owner.

273  05/27/2025
274 _____

275 Owner's Signature **Carla Sandstrom** Date

276 _____

277 _____

278 Owner's Signature Date

279 _____

280 _____

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

282 _____

283 Subject Property Address: _____

284 _____

285 _____

286 _____

287 Buyer(s)/Lessee(s) understand that the foregoing disclosure statement sets forth any adverse material facts concerning
288 the Property that are known to the Owner. **The disclosure statement does not provide any representations or**
289 **warranties concerning the Property, nor does the fact this disclosure statement fails to note an adverse material**
290 **fact concerning a particular feature, fixture or element imply that the same is free of defects.**

291 _____

292 Buyer(s)/Lessee(s) is/are encouraged to obtain professional advice, inspections or both of the Property and to provide
293 for appropriate provisions in a contract between buyer(s) and owner(s) with respect to any advice, inspections or
294 defects. **Buyer(s) are not relying upon this property disclosure statement for buyer(s)' determination of the**
295 **overall condition of the Property in lieu of other inspections, reports or advice.**

296 _____

297 I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS STATEMENT.

298 _____

299 _____

300 Buyer's/Lessee's Signature Date

301 _____

302 _____

303 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.