

MONTANA ASSOCIATION OF REALTORS®  
PROPERTY DISCLOSURE STATEMENT (COMMERCIAL)



Property: 335 RAILROAD AVE PLAINS MT 59859  
Seller(s): ROBERT WORRALL HEATHER WORRALL  
Seller(s)' Agent: Theresa Mondale  
Buyer(s)' Agent: \_\_\_\_\_

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(s) Agent by the Seller(s). Regardless of whether Seller(s) has/have provided Seller(s) 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

No Known Problems

Information regarding adverse material facts that concern the Property and that are known to the Seller(s)' Agent, if any, is set forth above. However, the Seller(s)' 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:   
Theresa Mondale

Dated: 7/3/17

Buyer acknowledges receipt of this Property Disclosure Statement Cover Sheet.

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

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

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



1 The undersigned Owner, having entered into a listing with U C Western Montana Group LLC  
2 as Broker, dated \_\_\_\_\_, and involving certain real property located at  
3 335 RAILROAD AVE,  
4 City of PLAINS, County of SANDERS, PLAINS MT 59859, in the  
5 legally described as \_\_\_\_\_, Montana, which real property is  
6 PLAINS EXTENDED, S35, T20 N, R26 W, Lot 0EH  
7  
8

9 (the Property). Owner executes this Disclosure Statement in order to assist the Broker in disclosing all  
10 adverse material facts which concern the Property to prospective purchasers. Montana law defines an  
11 adverse material fact as a fact that should be recognized as being of enough significance as to affect a  
12 person's decision to enter into a contract to buy or sell real property and may be a fact that materially  
13 affects the value of the Property, that affects the structural integrity of the Property, or that presents a  
14 documented health risk to occupants of the Property.  
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16 **OWNER'S DISCLOSURE**

17  
18  Owner has never occupied the Property.  
19  Owner has not occupied the Property since March 1, 2017 (date)  
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21 The Owner declares that the Owner has prepared this Disclosure Statement and any attachments thereto  
22 based on any adverse material facts known to the Owner. Owner hereby authorizes the Broker to provide a  
23 copy of this Statement to any person or entity in connection with any actual or anticipated sale of the  
24 Property. Owner further agrees to indemnify and hold the Broker harmless from all claims for damages  
25 based upon the disclosures made in this Disclosure Statement along with the failure of the Owner to  
26 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  
29 the above date. **It is not a warranty or representation of any kind by the owner, the broker or the**  
30 **salespersons and it is not a contract between owner and buyer. This disclosure statement is not a**  
31 **substitute for any inspections the buyer may wish to obtain.**  
32

33 Please describe any adverse material facts concerning the items listed, or other components, fixtures or  
34 matters. If space is inadequate, please use the attached Addendum to Owner's Property Disclosure  
35 Statement.  
36

37 1. APPLIANCES: Refrigerators, Microwave, Range, Dishwasher, Garbage Disposal, Oven, Trash  
38 Compactor, Freezer, Washer, Dryer

39 No Known problems  
40  
41

42 2. COMPONENTS and BUILT-IN SYSTEMS: Water Softener, Water Conditioners, Exhaust Fans, Water  
43 Heater, Washer/Dryer Hookups, Ceiling Fan, Intercoms, Remote Controls, T.V. Antenna, Satellite Dish,  
44 Central sound systems, Wiring for phone, cable and internet, Security Alarms, Fire Alarms, Smoke  
45 Detectors, Garage Door Openers, and Security Gates

46 No Known problems  
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48

49 3. ELECTRICAL SYSTEM: (Wiring, Outlets, Switches, Services, Shorts, Alterations, and Overloads)

50 No Known Problems  
51

REW, YSW  
Owner's Initials

Buyer's or Lessee's Initials

# ADDENDUM TO OWNER'S PROPERTY DISCLOSURE STATEMENT

1 This Addendum is an attachment to the Owner's Property Disclosure Statement (Commercial)  
2 regarding certain real property located at 335 RAILROAD AVE 59859, in the  
3 City of PLAINS, County of SANDERS, Montana, which real property  
4 is legally described as:  
5 **PLAINS EXTENDED, S35, T20 N, R26 W, Lot 0EH**  
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9 The Owner hereby discloses the following information:  
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46 Owner ROBERT WORRALL Date \_\_\_\_\_

Owner HEATHER WORRALL Date \_\_\_\_\_

47  
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49  
50 Buyer/Lessee Date \_\_\_\_\_

Buyer/Lessee Date \_\_\_\_\_

Addendum Page \_\_\_\_\_ of \_\_\_\_\_

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

a. Faucets, fixtures, etc.

*No Known Problems*

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)

*No Known Problems*

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)

*Hvac +/- 4 yrs.*

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

*propane wall unit in main dining and in apt.*

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

*No Known Problems*

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

*No Known Problems*

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

*No Known Problems*

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

*No Known Problems*

\_\_\_\_\_  
Buyer's or Lessee's Initials

*REA ABW*  
Owner's Initials

- 108 11. ROOF: (Rain Gutters, Leakage, Deterioration, Ice build ups and Structural Condition)  
 109 Brand new TP Roofing 6/17  
 110 \_\_\_\_\_  
 111 \_\_\_\_\_  
 112 \_\_\_\_\_  
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- 114 12. WATER: (Well Production, Water Quality and Quantity, Water Rights and Abandoned Wells)  
 115 \_\_\_\_\_  
 116 \_\_\_\_\_  
 117 \_\_\_\_\_
- 118 a. Private well  
 119 \_\_\_\_\_  
 120 \_\_\_\_\_
- 121 \_\_\_\_\_  
 122 (b) Public or community water systems  
 123 no known problem  
 124 \_\_\_\_\_  
 125 \_\_\_\_\_
- 126 13. ANCILLARY BUILDINGS: (Window Screens, Underground Sprinklers systems and controls, Partially  
 127 landscaped or un-landscaped yard)  
 128 none  
 129 \_\_\_\_\_  
 130 \_\_\_\_\_
- 131 14. Waste dump or disposal or landfill or gravel pit or other commercial use in the vicinity of the Property,  
 132 existing or proposed, which may cause smoke, smell, noise or other nuisance, annoyance or pollution:  
 133 none  
 134 \_\_\_\_\_  
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- 136 15. ACCESS: (If the property is not on a public street note any Driveway Agreements, Private Easements  
 137 and Legal Disputes Concerning Access)  
 138 no known problem  
 139 \_\_\_\_\_  
 140 \_\_\_\_\_
- 141 16. HAZARD INSURANCE/DAMAGES/CLAIMS:  
 142 none  
 143 \_\_\_\_\_  
 144 \_\_\_\_\_
- 145 17. METHAMPHETAMINE: If the Property is inhabitable real property, the Owner represents to the best of  
 146 Owner's knowledge that the Property  ~~has~~ **has not** been used as a clandestine Methamphetamine  
 147 drug lab. If the Property has been used as a clandestine Methamphetamine drug lab Owner agrees to  
 148 execute the Montana Association of REALTORS® "Methamphetamine Disclosure Notice" and provide  
 149 any documents or other information that may be required under Montana law concerning the use of the  
 150 Property as a clandestine Methamphetamine drug lab.  
 151 \_\_\_\_\_
- 152 18. RADON: If the Property is inhabitable real property as defined in the Montana Radon Control Act,  
 153 Owner represents that to the best of Owner's knowledge the Property  ~~has~~ **has not** been tested for  
 154 radon gas and/or radon progeny and the Property  ~~has~~ **has not** received mitigation or treatment for  
 155 the same. If the Property has been tested for radon gas and/or radon progeny, attached are any test  
 156 results along with any evidence of mitigation or treatment.  
 157 \_\_\_\_\_
- 158 19. LEAD-BASED PAINT: If a residential dwelling exists on the Property and was built before the year  
 159 1978, Owner  ~~has~~ **has no** knowledge of lead-based paint and/or lead-based paint hazards on the  
 160 Property. If Owner has knowledge of lead-based paint and/or lead-based paint hazards on the  
 161 Property, attached are all pertinent reports and records concerning that knowledge.

REAR  
 Owner's Initials

Buyer's or Lessee's Initials

162 20. MOLD: If the Property is inhabitable real property as defined in the Montana Mold Disclosure Act, the  
163 Owner represents to the best of Owner's knowledge that the Property  has  has not been tested for  
164 mold and that the Property  has  has not received mitigation or treatment for mold. If the Property  
165 has been tested for mold or has received mitigation or treatment for mold, attached are any documents  
166 or other information that may be required under Montana law concerning such testing, treatment or  
167 mitigation.  
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171 **If any of the following items or conditions exist relative to the Property, please check the box and**  
172 **provide details on the attached addendum.**

- 173 1.  Asbestos.
- 174 2.  Noxious weeds.
- 175 3.  Pests, rodents.
- 176 4.  Destructive insects such as termites, pine beetles or carpenter ants. (If property has been tested  
177 or treated, attach documentation.)
- 178 5.  Common walls, fences and driveways that may have any effect on the subject property.
- 179 6.  Encroachments, easements, or similar matters that may affect your interest in the subject property.
- 180 7.  Building additions, structural modifications, or other alterations or repairs made without  
181 necessary permits or association and architectural committee permission.
- 182 8.  Building additions, structural modifications, or other alterations or repairs not in compliance  
183 with building codes.
- 184 9.  Health department or other governmental licensing, compliance or issues.
- 185 10.  Landfill (compacted or otherwise) on the property or any portion thereof.
- 186 11.  Location in the floodplain, shoreline master plan, wetland or other environmentally sensitive area.
- 187 12.  Settling, slippage, sliding or other soil problems.
- 188 13.  Flooding, draining, grading problems, or French drains.
- 189 14.  Major damage to the property or any of the structures from fire, earthquakes, floods, slides, etc.
- 190 15.  Waste dump or disposal or landfill or other commercial use in the vicinity of the property which  
191 causes smoke, smell, noise or other pollution.
- 192 16.  Hazardous or Environmental Waste: Underground storage tanks or sump pits.
- 193 17.  Neighborhood noise problems or other nuisances.
- 194 18.  Violations of deed restrictions, restrictive covenants or other such obligations.
- 195 19.  Zoning or Historic District violations, non-conforming uses, violations of "setback" requirements,  
196 etc.
- 197 20.  Zoning, Historic District or land use change planned or being considered by the city or county.
- 198 21.  Street or utility improvement planned that may affect or be assessed against the Property.
- 199 22.  Property Owner's association obligations (dues, lawsuits, etc.).
- 200 23.  Proposed increase in the tax assessment value or homeowner's association dues for the Property.
- 201 24.  "Common area" problems.
- 202 25.  Tenant problems, defaults or other tenant issues.
- 203 26.  Notices of abatement or citations against the Property.
- 204 27.  Lawsuits or legal proceedings (including foreclosures and bankruptcies) affecting or threatening  
205 the Property.
- 206 28.  Airport affected area.
- 207 29.  Animal damage
- 208 30.  Property leases, crop share agreements, mineral leases or reservations.
- 209 31.  Environmental Phase I, II or III and any environmental reports or remediation records or known  
210 Environmental conditions
- 211 32.  Railroad leases affecting the Property
- 212 33.  Other matters as set forth in the attached addendum

\_\_\_\_\_  
Buyer's or Lessee's Initials



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

215  
216 Owner Robert Worrall Date 7/3/17  
217 ROBERT WORRALL

218 Owner Heather Worrall Date 7.3.17  
219 HEATHER WORRALL

220  
221 *Please note the following changes to the foregoing disclosure:* \_\_\_\_\_  
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235 Owner \_\_\_\_\_ Date \_\_\_\_\_  
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237 Owner \_\_\_\_\_ Date \_\_\_\_\_  
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240 **BUYER'S/LESSEE'S ACKNOWLEDGEMENT**

242 Subject Property Address: 335 RAILROAD AVE  
243 PLAINS MT 59859  
244  
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246 Buyer(s)/Lessee(s) understand that the foregoing disclosure statement sets forth any adverse material facts  
247 concerning the Property that are known to the owner. **The disclosure statement does not provide any**  
248 **representations or warranties concerning the Property, nor does the fact this disclosure statement**  
249 **fails to note an adverse material fact concerning a particular feature, fixture or element imply that**  
250 **the same is free of defects.**

251  
252 Buyer(s)/Lessee(s) is/are encouraged to obtain professional advice, inspections or both of the Property and  
253 to provide for appropriate provisions in a contract between buyer(s) and owner(s) with respect to any  
254 advice, inspections or defects. **Buyer(s) are not relying upon this property disclosure statement for**  
255 **buyer(s)' determination of the overall condition of the Property in lieu of other inspections, reports**  
256 **or advice.**

257  
258 I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS STATEMENT.

259  
260 Buyer/Lessee \_\_\_\_\_ Date \_\_\_\_\_  
261  
262 Buyer/Lessee \_\_\_\_\_ 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 holidays. Any performance which is required to be completed on a Saturday, Sunday or a holiday can be performed on the next business day.