

MONTANA ASSOCIATION OF REALTORS® PROPERTY DISCLOSURE STATEMENT (COMMERCIAL)



1 Date: 06/15/2026
 2
 3 Property: 404 S Anderson Ave Glendive MT 59330
 4 Seller(s): Benjamin T Matteson
 5 Seller Agent: Rita Stortz
 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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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: Rita Stortz
 36 Rita Stortz

37 Dated: _____

38
 39 Buyer and Buyer Agent acknowledge receipt of this Property Disclosure Statement (Commercial).

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 41 Buyer Agent: _____

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 43 Buyer Agent Signature: _____

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 45 Dated: _____

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 47 Buyer Signature: _____

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 49 Dated: _____

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



Date: 06/15/2026

The undersigned Owner is the owner of certain real property located at 404 S Anderson Ave, in the City of Glendive,
County of Dawson, Montana, which real property is legally described as:
S35, T16 N, R55 E TR1 BOUCHARD MINOR SUB IN S2NE4 CONT .507 AC

(hereafter the "Property"). Owner executes this Disclosure Statement to disclose to prospective buyers all adverse material facts which concern the Property and are known to Owner. Montana law defines an adverse material fact as a fact that should be recognized 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 materially affects the value of the Property, that affects the structural integrity of the Property, or that presents a documented health risk to occupants of the Property.

OWNER'S DISCLOSURE

- ☒ Owner has never occupied the Property.
☐ Owner has not occupied the Property since _____ (date).

The Owner declares that the Owner has prepared this Disclosure Statement and any attachments thereto based on any adverse material facts known to the Owner. Owner hereby authorizes providing a copy of this Statement to any person or entity in connection with any actual or anticipated sale of the Property. Owner further agrees to indemnify and hold any and all real estate agents involved, directly or indirectly, in the purchase and sale of the Property, harmless from all claims for damages based upon the disclosures made in this Disclosure Statement along with the failure of the Owner to disclose any adverse material facts known to the Owner.

This information is a disclosure by the Owner of known adverse material facts concerning the Property as of the above date. **It is not a warranty or representation of any kind by the Owner and it is not a contract between Owner and buyer. This disclosure statement is not a substitute for any inspections the buyer may wish to obtain.**

Please describe any adverse material facts concerning the items listed, or other components, fixtures or matters.

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

NONE

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

BUILT IN AIR COMPRESSOR NEEDS REPAIR

_____/_____
Buyer's or Lessee's Initials

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Owner's Property Disclosure Statement (Commercial), May 2025
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Owner's Initials

46 3. ELECTRICAL SYSTEM/UTILITY CONNECTIONS: (Wiring, Outlets, Switches, Services, Shorts, Alterations, and
 47 Overloads, or known information concerning utility connections)
 48 NONE
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 51 4. PLUMBING: (including Pipes, Drains, Faucets, Fixtures, Sump Pumps and Toilets)
 52 a. Faucets, fixtures, etc.
 53 NONE
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 56 b. Private Septic Systems (Adherence to Health Codes, Clogging, Backing Up, Drain Field, Septic Tanks, Holding
 57 Tanks, Grease Traps, Oil/Water Separators and Cesspools)
 58 N/A
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 61 c. Septic Systems permit in compliance with existing use of Property
 62 N/A
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 65 Date Septic System was last pumped? N/A
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 67 d. Public Sewer Systems (Clogging and Backing Up)
 68 NONE
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 71 5. HEATING, VENTILATION AND AIR-CONDITIONING SYSTEMS: (Central Heating including furnaces, Central Air
 72 Conditioning including compressors, Heat pumps, Electric heating systems, Solar systems, Gas Leaks,
 73 Thermostats, Wall/Window AC, Evaporator Coolers, Humidifiers, Propane tanks)
 74 OFFICE FURNACE NEEDS NEW HEAT EXCHANGER
 75
 76
 77 6. ADDITIONAL HEAT SOURCES: (Gas, Pellet, Wood Stoves or Fireplaces) (Compliance with Air Quality Laws,
 78 Chimney Cleanliness, Chimney Fires and Adherence to Codes in Installation)
 79 SOUTH SHOP FURNACE INSTALLED 2012. NORTH SHOP FURNACE NOT OPERATIONAL.
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 82 7. INSULATION: (Walls, Ceiling, Utility Bills, Vapor Barrier and Formaldehyde or Asbestos Insulation)
 83 NONE
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 86 8. OTHER BASIC COMPONENTS: (Interior Walls, Ceilings, Floors, Exterior Walls, Windows, Doors, Window
 87 Screens, Slabs, Driveways, Sidewalks, Fences)
 88 EXTERIOR WALL DENTS, MINOR SETTLEMENT CRACKS IN CONCRETE
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 95 9. BASEMENT: (Leakage, Flooding, Moisture or Evidence of Water, and Fuel Tanks)
 96 N/A
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 99 10. FOUNDATION: (Depth, Footings, Reinforcement, and Cracking)
 100 N/A
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102 11. ROOF: (Rain Gutters, Leakage, Deterioration, Ice build ups and Structural Condition)
 103 MINOR ICE BUILD UP IN SEVERE WINTER CONDITIONS
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 108 12. WATER: (Well Production, Water Quality and Quantity, Water Rights and Abandoned Wells)
 109 NONE
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 112 a. Private well
 113 -N/A
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 116 b. Public or community water systems
 117 -GLEN DIVE MUNICIPAL WATER
 118 -
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 120 13. ANCILLARY BUILDINGS: (Window Screens, Underground Sprinklers systems and controls, Partially landscaped
 121 or un-landscaped yard)
 122 NONE
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 125 14. NUISANCE/HAZARDOUS MATERIALS: Waste dump or disposal or landfill or gravel pit or commercial use in the
 126 vicinity of the Property, existing or proposed, which may cause smoke, smell, noise or other nuisance, annoyance
 127 or pollution, any hazardous materials or pest infestations located on the Property or in the immediate area:
 128 N/A
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 131 15. ALTERATIONS: (whether any substantial additions or alterations have been made to the Property without any
 132 required permit)
 133 NONE
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 136 16. ACCESS/OWNERSHIP: (If the Property is not on a public street note any Driveway Agreements, Private Easements
 137 and Legal Disputes Concerning Access; matters affecting legal ownership or title to the Property or the Seller's
 138 ability to transfer the Property)
 139 N/A
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 142 17. SOILS: Whether there are any problems with settling, soil, standing water, or drainage on the Property or in the
 143 immediate area:
 144 NONE
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 147 18. HAZARD INSURANCE/DAMAGES/CLAIMS (past and present):
 148 NONE
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 Owner's Initials

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

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

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

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

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

NONE

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

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

Buyer's or Lessee's Initials

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Owner's Property Disclosure Statement (Commercial), May 2025
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Owner's Initials

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

Owner's Initials

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272 Owner certifies that the information herein is true, correct and complete to the best of the Owner's knowledge and belief

273 as of the date signed by Owner.

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Benjamin T Matteson

06/15/2026

Owner's Signature

Benjamin T Matteson

Date

Owner's Signature

Date

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Subject Property Address: 404 S Anderson Ave Glendive MT 59330

S35, T16 N, R55 E TR1 BOUCHARD MINOR SUB IN S2NE4 CONT .507 AC

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.