

MONTANA ASSOCIATION OF REALTORS® PROPERTY DISCLOSURE STATEMENT (COMMERCIAL)



1 Date: 04/21/2026

2

3 Property: 20 Forest Rd. Martinsdale Mt 59053

4 Seller(s): Tanner Billis Justin Haas

5 Seller Agent: Stacy Olson

6 Concerning adverse material facts, Montana law provides that a seller agent is obligated to:

- 7 • disclose to a buyer or the buyer agent any adverse material facts that concern the property and that are known
- 8 to the seller agent, except that the seller agent is not required to inspect the property or verify any statements
- 9 made by the seller; and
- 10 • disclose to a buyer or the buyer agent when the seller agent has no personal knowledge of the veracity of
- 11 information regarding adverse material facts that concern the property.

12 The Seller Agent identified above is providing the attached Owner's Property Disclosure Statement (Commercial) that

13 has been completed and signed by the Seller(s), if one has been made available to the Seller Agent by the Seller(s).

14 Regardless of whether Seller(s) has/have provided Seller Agent with an Owner's Property Disclosure Statement

15 (Commercial), **except as set forth below**, the Seller Agent has no personal knowledge:

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

19 _____

20 _____

21 _____

22 _____

23 _____

24 _____

25 _____

26 _____

27 _____

28 Information regarding adverse material facts that concern the Property and that are known to the Seller Agent, if any,

29 is set forth above. However, the Seller Agent is not required to inspect the Property or verify any statements made by

30 the Seller(s). Buyer(s) is/are therefore encouraged to obtain professional advice, inspections or both of the Property

31 and to provide for appropriate provisions in a Buy-Sell Agreement between the Buyer(s) and Seller(s) with respect to

32 any advice, inspections or defects.

33 Seller Agent Signature:  

34 Stacy Olson Cale Updegrave

35 Dated: 4/26/26 04/30/26

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

37 Buyer Agent: _____

38 Buyer Agent Signature: _____

39 Dated: _____

40 Buyer Signature: _____

41 Dated: _____

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



1 Date: 04/21/2026

2
3 The undersigned Owner is the owner of certain real property located at _____
4 20 Forest Rd., in the City of Martinsdale,
5 County of Meagher, Montana, which real property is legally described as:
6 RUX SUBD, S01, T09 N, R09 E, TRACT 1 IN THE SW4NW4, SEE BK93 PG234-240, ALSO SEE COS#78310;
7 2.186 AC IN CHECKERBOARD &
8 RUX SUBD, S01, T09 N, R09 E, A M & B PARCEL IN SW4NW4 AKA TRACT G see DEED
9 F45/808-9, CHECKERBOARD; .21 AC

10 (hereafter the "Property"). Owner executes this Disclosure Statement to disclose to prospective buyers all adverse
11 material facts which concern the Property and are known to Owner. Montana law defines an adverse material fact as a
12 fact that should be recognized as being of enough significance as to affect a person's decision to enter into a contract
13 to buy or sell real property and may be a fact that materially affects the value of the Property, that affects the structural
14 integrity of the Property, or that presents a documented health risk to occupants of the Property.

OWNER'S DISCLOSURE

- 15
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 Please describe any adverse material facts concerning the items listed, or other components, fixtures or matters.

32
33
34 1. APPLIANCES: (Refrigerators, Microwave, Range, Dishwasher, Garbage Disposal, Oven, Trash Compactor,
35 Freezer, Washer, Dryer)
36 New / used colors

37
38
39 2. COMPONENTS and BUILT-IN SYSTEMS: (Water Softener, Water Conditioners, Exhaust Fans, Water Heater,
40 Washer/Dryer Hookups, Ceiling Fan, Intercoms, Remote Controls, T.V. Antenna, Satellite Dish, Central sound
41 systems, Wiring for phone, cable and internet, Security Alarms, Fire Alarms, Smoke Detectors, Garage Door
42 Openers, and Security Gates)

43
44
45

Buyer's or Lessee's Initials

[Signature]
Owner's Initials

1 3. ELECTRICAL SYSTEM/UTILITY CONNECTIONS: (Wiring, Outlets, Switches, Services, Shorts, Alterations, and
2 Overloads, or known information concerning utility connections)
3
4

5
6 4. PLUMBING: (including Pipes, Drains, Faucets, Fixtures, Sump Pumps and Toilets)
7 a. Faucets, fixtures, etc. New toilets - 4 New sinks, New water lines in bar
8
9

10
11 b. Private Septic Systems (Adherence to Health Codes, Clogging, Backing Up, Drain Field, Septic Tanks, Holding
12 Tanks, Grease Traps, Oil/Water Separators and Cesspools)
13
14

15
16 c. Septic Systems permit in compliance with existing use of Property
17
18
19 Date Septic System was last pumped? September 2025
20
21

22 d. Public Sewer Systems (Clogging and Backing Up)
23
24
25

26 5. HEATING, VENTILATION AND AIR-CONDITIONING SYSTEMS: (Central Heating including furnaces, Central Air
27 Conditioning including compressors, Heat pumps, Electric heating systems, Solar systems, Gas Leaks,
28 Thermostats, Wall/Window AC, Evaporator Coolers, Humidifiers, Propane tanks) New Furnace and Air Conditioner
29
30

31
32 6. ADDITIONAL HEAT SOURCES: (Gas, Pellet, Wood Stoves or Fireplaces) (Compliance with Air Quality Laws,
33 Chimney Cleanliness, Chimney Fires and Adherence to Codes in Installation)
34
35

36
37 7. INSULATION: (Walls, Ceiling, Utility Bills, Vapor Barrier and Formaldehyde or Asbestos Insulation)
38
39

40
41 8. OTHER BASIC COMPONENTS: (Interior Walls, Ceilings, Floors, Exterior Walls, Windows, Doors, Window
42 Screens, Slabs, Driveways, Sidewalks, Fences)
43
44
45
46
47
48

49
50 9. BASEMENT: (Leakage, Flooding, Moisture or Evidence of Water, and Fuel Tanks)
51
52

53
54 10. FOUNDATION: (Depth, Footings, Reinforcement, and Cracking)
55
56

Buyer's or Lessee's Initials

© 2025 Montana Association of REALTORS®
Owner's Property Disclosure Statement (Commercial), May 2025
Page 2 of 6

TR, JH
Owner's Initials

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

58 _____
59 _____
60 _____
61 _____
62 _____

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

64 *Bacteria monthly*
65 *Nitrate quarterly*
66 _____

67 a. Private well

68 _____
69 _____
70 _____
71 b. Public or community water systems

72 _____
73 _____
74 _____
75 13. ANCILLARY BUILDINGS: (Window Screens, Underground Sprinklers systems and controls, Partially landscaped
76 or un-landscaped yard)

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

83 _____
84 _____
85 _____
86 15. ALTERATIONS: (whether any substantial additions or alterations have been made to the Property without any
87 required permit)

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

94 _____
95 _____
96 _____
97 17. SOILS: Whether there are any problems with settling, soil, standing water, or drainage on the Property or in the
98 immediate area:

99 _____
100 _____
101 _____
102 18. HAZARD INSURANCE/DAMAGES/CLAIMS (past and present):
103 _____
104 _____

Buyer's or Lessee's Initials

TB, JH
Owner's Initials

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

113
114 20. RADON: If the Property is inhabitable real property as defined in the Montana Radon Control Act, Owner represents
115 that to the best of Owner's knowledge the Property has has not been tested for radon gas and/or radon
116 progeny and the Property has has not received mitigation or treatment for the same. If the Property has
117 been tested for radon gas and/or radon progeny, attached are any test results along with any evidence of mitigation
118 or treatment.

119
120 21. LEAD-BASED PAINT: If a residential dwelling exists on the Property and was built before the year 1978, Owner
121 has has no knowledge of lead-based paint and/or lead-based paint hazards on the Property. If Owner has
122 knowledge of lead-based paint and/or lead-based paint hazards on the Property, attached are all pertinent reports
123 and records concerning that knowledge.

124
125 22. MOLD: If the Property is inhabitable real property as defined in the Montana Mold Disclosure Act, the Owner
126 represents to the best of Owner's knowledge that the Property has has not been tested for mold and that
127 the Property has has not received mitigation or treatment for mold. If the Property has been tested for mold
128 or has received mitigation or treatment for mold, attached are any documents or other information that may be
129 required under Montana law concerning such testing, treatment or mitigation.

130
131 23. OTHER TESTING OR TREATMENTS: Has the Property been tested or treated for the presence of fuel or chemical
132 storage tanks, asbestos, or contaminated soil or water:
133 _____
134 _____

135
136 **If any of the following items or conditions exist relative to the Property, please check the box and provide**
137 **details below.**

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

Buyer's or Lessee's Initials

© 2025 Montana Association of REALTORS®
Owner's Property Disclosure Statement (Commercial), May 2025
Page 4 of 6

TR, JKH
Owner's Initials

- 161 20. Zoning, Historic District or land use change planned or being considered by the city or county.
- 162 21. Street or utility improvement planned that may affect or be assessed against the Property
- 163 22. Property Owner's Association obligations (dues, lawsuits, transfer fees, initiation fees, etc.).
- 164 23. Proposed increase in the tax assessment value or homeowner's association dues for the Property.
- 165 24. "Common area" problems.
- 166 25. Tenant problems, defaults or other tenant issues.
- 167 26. Notices of abatement or citations against the Property.
- 168 27. Lawsuits or legal proceedings (including foreclosures and bankruptcies) affecting or threatening the Property.
- 169 28. Airport affected area.
- 170 29. Animal damage.
- 171 30. Property leases including post-closing short-term rental obligations, crop share agreements, mineral leases
- 172 or reservations.
- 173 31. Environmental Phase I, II or III and any environmental reports or remediation records or known
- 174 Environmental conditions
- 175 32. Railroad leases affecting the Property .
- 176 33. Other matters as set forth below including environmental issues, structural system issues, mechanical
- 177 issues, legal issues, physical issues, or others not listed above of which the Seller has actual knowledge
- 178 concerning the Property.
- 179

180 Additional details:

181 3 Easements See title paperwork

182

183

184

185

186

187

188

189

190

191

192

193

194

195

196

197

198

199

200

201

202

203

204

205

206

207

208

209

210

211

212

213

214

Buyer's or Lessee's Initials

BJ, JH
 Owner's Initials

215
216
217
218
219
220
221
222
223
224
225
226
227
228
229
230
231
232
233
234
235
236
237
238
239
240
241
242
243
244
245
246
247
248
249
250
251
252
253
254
255
256
257
258
259

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


Owner's Signature Tanner Billis

4/26/26
Date


Owner's Signature Justin Haas

4/26/26
Date

BUYER'S/LESSEE'S ACKNOWLEDGEMENT

Subject Property Address: 20 Forest Rd. Martinsdale Mt 59053
RUX SUBD, S01, T09 N, R09 E, TRACT 1 IN THE SW4NW4, SEE BK93 PG234-240, ALSO SEE COS#78310;
2.186 AC IN CHECKERBOARD &
RUX SUBD, S01, T09 N, R09 E, A M & B PARCEL IN SW4NW4 AKA TRACT G see DEED
F45/808-9.CHECKERBOARD; .21 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.