

MONTANA ASSOCIATION OF REALTORS®  
PROPERTY DISCLOSURE STATEMENT (COMMERCIAL)



1 Date: 05/20/2026  
2  
3 Property: 38 Collins Avenue Libby MT 59923  
4 Seller(s): \_\_\_\_\_  
5 Seller Agent: Karla Barnes  
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 Seller Agent Signature: Karla Barnes  
35 Karla Barnes  
36 Dated: 5/20/26  
37 \_\_\_\_\_  
38

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

40 Buyer Agent: \_\_\_\_\_  
41 Buyer Agent Signature: \_\_\_\_\_  
42 Dated: \_\_\_\_\_  
43 Buyer Signature: \_\_\_\_\_  
44 Dated: \_\_\_\_\_  
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OWNER'S PROPERTY DISCLOSURE STATEMENT (COMMERCIAL)  
MONTANA ASSOCIATION OF REALTORS® STANDARD FORM



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Date: 5/20/24

The undersigned Owner is the owner of certain real property located at 38 Collins Avenue, in the City of Libby,  
County of Montana, Montana, which real property is legally described as:  
HAMANN HOMES ADDN, S04, T30 N, R31 W, Lot 23, ACRES 0.1561, PM 2302

(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 10/2024 (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)

\_\_\_\_\_

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)

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Buyer's or Lessee's Initials

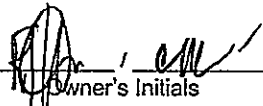
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[Signature]  
Owner's Initials

- 46 3. ELECTRICAL SYSTEM/UTILITY CONNECTIONS: (Wiring, Outlets, Switches, Services, Shorts, Alterations, and  
 47 Overloads, or known information concerning utility connections)  
 48 \_\_\_\_\_  
 49 \_\_\_\_\_  
 50 \_\_\_\_\_
- 51 4. PLUMBING: (including Pipes, Drains, Faucets, Fixtures, Sump Pumps and Toilets)  
 52 a. Faucets, fixtures, etc.  
 53 \_\_\_\_\_  
 54 \_\_\_\_\_  
 55 \_\_\_\_\_
- 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 \_\_\_\_\_  
 59 \_\_\_\_\_  
 60 \_\_\_\_\_
- 61 c. Septic Systems permit in compliance with existing use of Property  
 62 \_\_\_\_\_  
 63 \_\_\_\_\_  
 64 \_\_\_\_\_
- 65 Date Septic System was last pumped? \_\_\_\_\_  
 66 \_\_\_\_\_
- 67 d. Public Sewer Systems (Clogging and Backing Up)  
 68 \_\_\_\_\_  
 69 \_\_\_\_\_  
 70 \_\_\_\_\_
- 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 \_\_\_\_\_  
 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 \_\_\_\_\_  
 80 \_\_\_\_\_  
 81 \_\_\_\_\_
- 82 7. INSULATION: (Walls, Ceiling, Utility Bills, Vapor Barrier and Formaldehyde or Asbestos Insulation)  
 83 \_\_\_\_\_  
 84 \_\_\_\_\_  
 85 \_\_\_\_\_
- 86 8. OTHER BASIC COMPONENTS: (Interior Walls, Ceilings, Floors, Exterior Walls, Windows, Doors, Window  
 87 Screens, Slabs, Driveways, Sidewalks, Fences)  
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- 95 9. BASEMENT: (Leakage, Flooding, Moisture or Evidence of Water, and Fuel Tanks)  
 96 \_\_\_\_\_  
 97 \_\_\_\_\_  
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- 99 10. FOUNDATION: (Depth, Footings, Reinforcement, and Cracking)  
 100 \_\_\_\_\_  
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 Buyer's or Lessee's Initials

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 Owner's Initials




- 150 19. METHAMPHETAMINE/FENTANYL: If the Property is inhabitable real property, the Owner represents to the best of  
 151 Owner's knowledge that the Property  has  has not been used as a clandestine methamphetamine or fentanyl  
 152 drug lab and  has  has not been contaminated from the consumptions of methamphetamine or fentanyl. If the  
 153 Property has been used as a clandestine methamphetamine or fentanyl drug lab or contaminated from the consumption  
 154 of methamphetamine or fentanyl, Owner agrees to execute the Montana Association of REALTORS®  
 155 "Methamphetamine/Fentanyl Disclosure Notice" and provide any documents or other information that may be required  
 156 under Montana law concerning the use of the Property as a clandestine methamphetamine or fentanyl drug lab or the  
 157 contamination of the Property from the consumption of methamphetamine or fentanyl.  
 158
- 159 20. RADON: If the Property is inhabitable real property as defined in the Montana Radon Control Act, Owner represents  
 160 that to the best of Owner's knowledge the Property  has  has not been tested for radon gas and/or radon  
 161 progeny and the Property  has  has not received mitigation or treatment for the same. If the Property has  
 162 been tested for radon gas and/or radon progeny, attached are any test results along with any evidence of mitigation  
 163 or treatment.  
 164
- 165 21. LEAD-BASED PAINT: If a residential dwelling exists on the Property and was built before the year 1978, Owner  
 166  has  has no knowledge of lead-based paint and/or lead-based paint hazards on the Property. If Owner has  
 167 knowledge of lead-based paint and/or lead-based paint hazards on the Property, attached are all pertinent reports  
 168 and records concerning that knowledge.  
 169
- 170 22. MOLD: If the Property is inhabitable real property as defined in the Montana Mold Disclosure Act, the Owner  
 171 represents to the best of Owner's knowledge that the Property  has  has not been tested for mold and that  
 172 the Property  has  has not received mitigation or treatment for mold. If the Property has been tested for mold  
 173 or has received mitigation or treatment for mold, attached are any documents or other information that may be  
 174 required under Montana law concerning such testing, treatment or mitigation.  
 175
- 176 23. OTHER TESTING OR TREATMENTS: Has the Property been tested or treated for the presence of fuel or chemical  
 177 storage tanks, asbestos, or contaminated soil or water:  
 178  
 179

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

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

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

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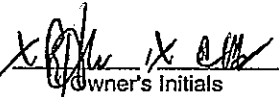
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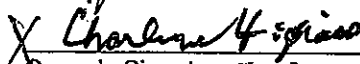
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Owner's Initials

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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.

274  
275 X  \_\_\_\_\_ Date 5/20/26  
276 Owner's Signature Ronnie W. Higham  
277  
278 X  \_\_\_\_\_ Date 5/20/26  
279 Owner's Signature Charlene M. Higham

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

284 Subject Property Address: 38 Collins Avenue Libby MT 59923  
285 HAMANN HOMES ADDN, S04, T30 N, R31 W, Lot 23, ACRES 0.1561, PM 2302

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

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

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

301 \_\_\_\_\_ Date \_\_\_\_\_  
302 Buyer's/Lessee's Signature  
303 \_\_\_\_\_ Date \_\_\_\_\_  
304 Buyer's/Lessee's 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.