

MONTANA ASSOCIATION OF REALTORS®  
PROPERTY DISCLOSURE STATEMENT



1 Date: 05/01/2023

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3 Property: 525 South Dakota Street, Butte, MT 59701

4 Seller(s): Charlie Sundberg and Patricia Sundberg

5 Seller Agent: Jerry Jordan

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  
10 known to the seller agent, except that the seller agent is not required to inspect the property or verify any  
11 statements 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 that has been  
16 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 **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  
22

23 \_\_\_\_\_  
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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: Jerry Jordan

35  
36 Dated: 5/25/23

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38 Buyer and Buyer Agent acknowledge receipt of this Property Disclosure Statement.

39 Buyer Agent: \_\_\_\_\_

40  
41 Buyer Agent Signature: \_\_\_\_\_

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

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

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

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



1 Date: 05/01/2023

2  
3 The undersigned Owner is the owner of certain real property located at 525 South Dakota Street  
4 in the City of Butte  
5 County of Silver Bow County, Montana, which real property is legally described as:  
6 NOYES AND UPTON, S13, T03 N, R08 W, BLOCK 3, Lot 3 - 7  
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  
16 **OWNER'S DISCLOSURE**

- 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  
24 and hold any and all real estate agents involved, directly or indirectly, in the purchase and sale of the Property,  
25 harmless from all claims for damages based upon the disclosures made in this Disclosure Statement along with the  
26 failure of the 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  
29 above date. **It is not a warranty or representation of any kind by the Owner and it is not a contract between**  
30 **Owner and buyer. This disclosure statement is not a substitute for any inspections the buyer may wish to**  
31 **obtain.**  
32

33 Please describe any adverse material facts concerning the items listed, or other components, fixtures or matters.  
34

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

37 None  
38  
39

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

44 None  
45

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

CS / PS  
Owner's Initials

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

/   
 Buyer's or Lessee's Initials

ES /  PS  
 Owner's Initials

154 20. MOLD: If the Property is inhabitable real property as defined in the Montana Mold Disclosure Act, the Owner  
155 represents to the best of Owner's knowledge that the Property  has  has not been tested for mold and that  
156 the Property  has  has not received mitigation or treatment for mold. If the Property has been tested for  
157 mold or has received mitigation or treatment for mold, attached are any documents or other information that may  
158 be required under Montana law concerning such testing, treatment or mitigation.  
159

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

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

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201 Additional details:

202 \_\_\_\_\_  
203 \_\_\_\_\_  
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\_\_\_\_\_/\_\_\_\_\_  
Buyer's or Lessee's Initials

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Owner's Property Disclosure Statement, October 2021  
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CS / PS  
Owner's Initials





**BUYER'S ACKNOWLEDGEMENT**

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Subject Property Address: 525 South Dakota Street, Butte, MT 59701  
\_\_\_\_\_  
\_\_\_\_\_

Buyer(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) 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

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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.

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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 Charles Amalberg Date 5/25/23

Owner Patricia Sundberg POA Date 5/25/23

     /       
Buyer's or Lessee's Initials

# MOLD DISCLOSURE



The use of this form is for REALTOR® members only (members of the Montana Association of REALTORS®) and cannot be used by any other party for any purpose. Use of these forms by other parties may result in legal action by the Montana Association of REALTORS®.

1 Date: 05/01/2023

3 Property Address: 525 South Dakota Street, Butte, MT 59701

5 MOLD DISCLOSURE: There are many types of mold. Inhabitable properties are not, and cannot be, constructed to exclude  
6 mold. Moisture is one of the most significant factors contributing to mold growth. Information about controlling mold growth  
7 may be available from your county extension agent or health department. Certain strains of mold may cause damage to  
8 property and may adversely affect the health of susceptible persons, including allergic reactions that may include skin, eye,  
9 nose, and throat irritation. Certain strains of mold may cause infections, particularly in individuals with suppressed immune  
10 systems. Some experts contend that certain strains of mold may cause serious and even life-threatening diseases.  
11 However, experts do not agree about the nature and extent of the health problems caused by mold or about the level of  
12 mold exposure that may cause health problems. The Centers for Disease Control and Prevention is studying the link  
13 between mold and serious health conditions. The seller, landlord, seller's agent, buyer's agent, or property manager cannot  
14 and does not represent or warrant the absence of mold. It is the buyer's or tenant's obligation to determine whether a mold  
15 problem is present. To do so, the buyer or tenant should hire a qualified inspector and make any contract to purchase, rent,  
16 or lease contingent upon the results of that inspection. A seller, landlord, seller's agent, buyer's agent, or property manager  
17 who provides this mold disclosure statement, provides for the disclosure of any prior testing and any subsequent mitigation  
18 or treatment for mold, and discloses any knowledge of mold is not liable in any action based on the presence of or  
19 propensity for mold in a building that is subject to any contract to purchase, rent, or lease.

21 The undersigned, Seller, Landlord, Seller's Agent and/or Property Manager disclose that they have knowledge that the  
22 building or buildings on the property have mold present in them. This disclosure is made in recognition that all  
23 inhabitable properties contain mold, as defined by the Montana Mold Disclosure Act (any mold, fungus, mildew or  
24 spores). The undersigned are not representing that a significant mold problem exists or does not exist on the property,  
25 as such a determination may only be made by a qualified inspector.

27 If Seller/Landlord knows a building located on the property has been tested for mold, Seller/Landlord has previously  
28 provided or with this Disclosure provides the Buyer/Tenant a copy of the results of that test (if available) and evidence of  
29 any subsequent mitigation or treatment.

30 31 32	<i>Charles Handberg</i>		<i>Jerry Jordan</i>	<i>5/25/23</i>
	Seller/Landlord	Date	Seller's Agent/Property Manager	Date
33 34 35	<i>Patricia Sundberg P&amp;A</i>	<i>5/25/23</i>		
	Seller/Landlord	Date	Seller's Agent/Property Manager	Date

37 ACKNOWLEDGMENT: The undersigned Buyer/Tenant, Buyer's Agent or Statutory Broker acknowledges receipt of this  
38 Disclosure, the test results (if available) and evidence of subsequent mitigation or treatment. The undersigned  
39 Buyer/Tenant agrees that it is their responsibility to hire a qualified inspector to determine if a significant mold problem  
40 exists or does not exist on the property. They further acknowledge that the Seller, Landlord, Seller's Agent, Buyer's  
41 Agent, Statutory Broker and/or Property Manager, who have provided this Disclosure, are not liable for any action based  
42 on the presence of or propensity for mold in the property.

43 44				
45	Buyer/Tenant	Date	Buyer's Agent/Statutory Broker	Date
46 47 48				
	Buyer/Tenant	Date	Buyer's Agent/Statutory Broker	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 holiday can be performed on the next business day.



# LEAD-BASED PAINT DISCLOSURE



1 Date: 05/01/2023

2  
3 **Property Address:** 525 South Dakota Street, Butte, MT 59701

4  
5 **Lead Warning Statement:** Every Buyer of any interest in residential real property on which a residential dwelling was built prior to  
6 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of  
7 developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning  
8 disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to  
9 pregnant women. The Seller of any interest in residential real property is required to provide the Buyer with any information on lead-  
10 based paint hazards from risk assessments or inspections in the Seller's possession and notify the Buyer of any known lead-based  
11 paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

12 **Seller's Disclosures:** The Seller hereby discloses the presence of lead-based paint and/or lead-based paint hazards by  
13 checking the appropriate boxes as follows:

14 (a) Presence of lead-based paint and/or lead-based paint hazards (check one below):

15  Seller knows that lead-based paint and/or lead-based paint hazards are present in the property (explain):

16  
17  
18  Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the property.

19 (b) Records and Reports available to the Seller (check one below):

20  Seller has provided the Buyer with all available records and reports pertaining to lead-based paint and/or  
21 lead-based paint hazards in the property. Those reports and records are itemized as follows:

22  
23  
24  Seller has no records or reports pertaining to lead-based paint and/or lead-based paint hazards in the property.

25 **Buyer's Acknowledgment:** Buyer acknowledges, by his/her initials in the blanks provided below, as follows:

26 (c)  Buyer has received copies of all information listed in item (b), if any.

27 (d)  Buyer has received the pamphlet "Protect Your Family From Lead in Your Home."

28 If the delivery of the documents referenced in subsection (c) or (d) occurs after the full execution of the Buy-Sell  
29 Agreement (the Agreement) by all parties, Buyer has a right to cancel as set forth in the Agreement.

30 (e)  Buyer has (check one below):

31  Received a 10-day opportunity (or other mutually agreed upon period) to conduct a risk assessment or  
32 inspection of the presence of lead-based paint hazards (in which event the parties have entered a Lead-  
33 Based Paint Contingency Addendum); or

34  Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based  
35 paint and/or lead-based paint hazards.

36 **Broker/Salesperson's Acknowledgment:** The Seller Broker/Salesperson (or if no listing Broker/Salesperson, any Broker/  
37 Salesperson in the transaction) acknowledges, by his/her initials in the blank provided below, as follows:

38 (f)  Broker/Salesperson has informed the Seller of the Seller's obligations under 42 U.S.C. §4852(d) and is  
39 aware of his/her responsibility to ensure compliance.

40 **Certifications:** The undersigned have reviewed the information above and certify, to the best of their knowledge, that the  
41 information, which they have provided is true and accurate.

42  
43  Charles Sundberg \_\_\_\_\_  
44 Seller Date Buyer Date

45  
46  Patricia Sundberg 5/25/23 \_\_\_\_\_  
47 Seller Date Buyer Date

48  
49  [Signature] 5/25/23 \_\_\_\_\_  
50 Seller Broker/Salesperson Date

51 (if no Seller Broker/Salesperson, Buyer Broker/Salesperson to sign)

**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 holiday can be performed on the next business day.