



MONTANA ASSOCIATION OF REALTORS® PROPERTY DISCLOSURE STATEMENT (LAND)



1 Date: 01/10/2026

3 Property: 295 Emerald Drive Whitefish MT 59937

4 Seller(s): Gailor Schmidt Family Trust

5 Seller Agent: Ross A Pickert

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


- 9 • 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
- 12 • 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.

15 The Seller Agent identified above is providing the attached Owner's Property Disclosure Statement that has been completed and signed by the Seller(s), if one has been made available to the Seller Agent by the Seller(s). Regardless of whether Seller(s) has/have provided Seller Agent with an Owner's Property Disclosure Statement, **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 the Property

22 High ground water in test pipes. City sewer is in ditch on south side of Highway 40. Waiver to protest annexation will need to be signed to get approval to access City sewer. Right of Way Easement will need to be obtained by Flathead County to run sewer line to City main line.

29 Information regarding adverse material facts that concern the Property and that are known to the Seller Agent, if any, is set forth above. However, the Seller 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.

34 Seller Agent Signature:  _____

36 01/12/2026 **Ross A Pickert**

37 Dated: _____

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

41 Buyer Agent: _____

43 Buyer Agent Signature: _____

45 Dated: _____

47 Buyer Signature: _____

49 Dated: _____

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



1 Date: 01/10/2026

2
3 The undersigned Owner is the owner of certain real property located at _____
4 **295 Emerald Drive**, in the City of **Whitefish**,
5 County of **Flathead**, Montana, which real property is legally described as:
6 **Lot 20 of Emerald Heights according to the map or plat thereof on file and of record in the**
7 **office of the Clerk and Recorder, Flathead County, Montana**

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.

OWNER'S DISCLOSURE

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18 Owner has never been to the Property. Jan 9, 2026
19 Owner has not been to 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 Easements (written or unwritten):

36 _____
37 _____

38
39 Boundaries or property lines:

40 _____
41 _____

42
43 Encroachments or similar matters that may affect your interest in the subject Property including but not
44 limited to buildings, fences, etc.:


45 _____
46 _____

47
48 Access to or Ownership of the Property – Matters affecting access to or from the Property, legal ownership or title to
49 the Property, or the Seller's ability to transfer the Property:

50 _____
51 _____

_____/_____
Buyer's or Lessee's Initials

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Owner's Property Disclosure Statement (Land), April 2024

 / _____
Owner's Initials

52 Settling, slippage, standing water, drainage, sliding or other soil problems on the Property or in the immediate area:

53 _____
54 _____

55

56 Flooding, drainage or grading problems:

57 _____
58 _____

59

60 Location of the Property in a flood plain, shoreline master plan, wetland or other environmentally sensitive area or

61 work conducted by Seller in or around any natural bodies of water:

62 _____
63 _____

64

65 a. Water rights and private wells:

66 _____
67 _____

68

69 b. Public or Community water systems:

70 _____
71 _____

72

73 Restrictive Covenants and Deed restrictions:

74 _____
75 _____

76

77 Septic system approval or existing septic system:

78 _____
79 _____

80

81 Major damage to the Property from fire, earthquakes, floods, slides, etc.:

82 _____
83 _____

84

85 Zoning or Historic District violations, non-conforming uses:

86 _____
87 _____

88

89 Neighborhood noise problems or other nuisances:

90 _____
91 _____

92

93 Property Owner's association obligations (dues, lawsuits, transfer fees, initiation fees, etc.):

94 _____
95 _____

96

97 Notice of abatement or citations against the Property:

98 _____
99 _____

100

101 Lawsuits or legal proceedings (including foreclosures and bankruptcies) affecting or threatening the Property:

102 _____
103 _____

104

105 Waste dump or disposal or landfill or gravel pit or commercial use in the vicinity of the Property, existing or proposed,

106 which may cause smoke, smell, noise or other nuisance, annoyance or pollution, any hazardous materials or pest

107 infestations located on the Property or in the immediate area:

108 _____



109 Street or utility improvement planned that may affect or be assessed against the Property:
 110 _____
 111 _____
 112 _____

113 Known information concerning utility connections:
 114 _____
 115 _____
 116 _____

117 Zoning or land use change planned or being considered by the city or county:
 118 _____
 119 _____
 120 _____

121 Proposed increase in tax assessment value or property owner's association dues for the Property:
 122 _____
 123 _____
 124 _____

125 Underground storage tanks or class II injection wells:
 126 _____
 127 _____
 128 _____

129 Property leases including post-closing short-term rental obligations, crop share agreements, mineral leases or
 130 reservations:
 131 _____
 132 _____
 133 _____

134 Conservation Easements (existing or proposed):
 135 _____
 136 _____
 137 _____

138 Landfill (compacted or otherwise) on the Property or any portion thereof:
 139 _____
 140 _____
 141 _____

142 Environmental issues affecting the Property including whether the Property has been tested or treated for the
 143 presence of fuel or chemical storage tanks, asbestos, or contaminated soil or water:
 144 _____
 145 _____
 146 _____


147 Pests, rodents:
 148 _____
 149 _____
 150 _____

151 Noxious Weeds:
 152 _____
 153 _____
 154 _____

155 Airport affected area:
 156 _____
 157 _____
 158 _____

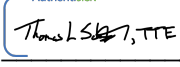
159 Other matters as set forth below including environmental issues, structural system issues, mechanical issues, legal
 160 issues, physical issues, or others not listed above of which the Seller has actual knowledge concerning the Property.
 161 _____
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_____/_____
Buyer's or Lessee's Initials

 / _____
Owner's Initials

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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.

209
210 Owner  Date 01/10/2026
211 **Gailor Schmidt**
212 Owner _____ Date _____

_____/_____
Buyer's or Lessee's Initials

_____/_____
Owner's Initials

BUYER'S ACKNOWLEDGEMENT

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Subject Property Address: 295 Emerald Drive Whitefish MT 59937
Lot 20 of Emerald Heights according to the map or plat thereof on file and of record in the
office of the Clerk and Recorder, Flathead County, Montana

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

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.